

Willis Roof Consulting, Inc. and United Union of Roofers, Waterproofers, and Allied Workers, Local 162, AFL-CIO. Case 28-CA-20852

June 17, 2010

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS SCHAUMBER
AND BECKER

On June 9, 2009, Administrative Law Judge Burton Litvak issued the attached supplemental decision. The Respondent, General Counsel, and Charging Party filed exceptions and supporting briefs, and the General Counsel and Respondent filed answering briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Willis Roof Consulting, Inc.,

¹ At the hearing, the judge properly rejected the Respondent's attempt to relitigate the unfair labor practice case finding that the parties had reached a collective-bargaining agreement for the time period of November 1, 2005, through December 31, 2006. Issues decided in an unfair labor practice proceeding may not be relitigated in the compliance phase. See *Arctic Framing*, 313 NLRB 798, 799 (1994); *Gold State Acoustics*, 310 NLRB 557 (1993). Furthermore, a finding in the present case that there was no collective-bargaining agreement would modify the court's order to comply with that agreement. The Board has no jurisdiction to modify a court-enforced order. See, e.g., *Convergence Communications*, 342 NLRB 918, 919 (2004); *Scepter Ingot Castings*, 341 NLRB 997 (2004), enf. 448 F.3d 388 (D.C. Cir. 2006).

We reject the Respondent's argument that it lacked notice of the unfair labor practice proceeding and therefore is not bound by the Board's January 31, 2007 Decision and Order or the court's enforcement of that Order. At the hearing, the Respondent admitted receiving the complaint in the unfair labor practice case. In addition, the Respondent contends that it posted a remedial notice beginning in February 2007, so the Respondent must also have received notice of the Board's decision, and could have moved for reconsideration or petitioned the court for review.

² The Charging Party argues in its exceptions and supporting brief that interest on the unlawfully withheld payments to the benefit funds should be compounded quarterly. Having duly considered the matter, we are not prepared at this time to deviate from our current practice of assessing simple interest. See, e.g., *Cardi Corp.*, 353 NLRB 966 fn. 2 (2009); *Rogers Corp.*, 344 NLRB 504 (2005). We observe, however, that the amount of interest, if any, should be determined in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979), not *Isis Plumbing*, 138 NLRB 716 (1962), enf. denied on other grounds 322 F.2d 913 (9th Cir. 1963), as stated by the judge.

Las Vegas, Nevada, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Joel C. Schochet, Esq., for the General Counsel.

Charles J. Lybarger, Esq., of Las Vegas, Nevada, and *Charles H. Odgers, Esq. (Odgers and Associates)*, of Las Vegas, Nevada, on behalf of the Respondent.

David A. Rosenfeld, Esq. (Weinberg, Roger & Rosenfeld), of Alameda, California, on behalf of the Charging Party.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

BURTON LITVACK, Administrative Law Judge. The above-captioned matter¹ was scheduled for hearing and tried before me on February 18, 2009, in Las Vegas, Nevada. This is a backpay proceeding based upon a prior decision and order of the Board in 349 NLRB No. 24 (not reported in Board volumes), issued on January 21, 2007. On October 25, 2007, the United States Court of Appeals for the Ninth Judicial Circuit entered its judgment, enforcing, in full, the provisions of the Board's Decision and Order. In this case, in which, solely on the basis of the underlying complaint, the Board granted the General Counsel's motion for a default judgment,² the former found that, on October 4, 1999, Respondent, an employer engaged in business in the building and construction industry, and the Charging Party entered into a collective-bargaining agreement, whereby Respondent recognized the Charging Party as the exclusive bargaining representative of its journeymen and apprentice or trainee roofers, tile and dry-in crewmembers and crew leaders, tile forklift operators, cleanup workers, and loaders employed by it in the Las Vegas, Nevada metropolitan area; that, since October 4, 1999, embodied in successive collective-bargaining agreements, the most recent of which was effective for the period of November 1, 2005, through December 31, 2006, Respondent has continued to recognize the Charging Party as the exclusive bargaining representative of the employees without regard to whether the majority status of the Charging Party has ever been established under the provisions of Section 9(a) of the Act; and that, for the period from November 1, 2005, through December 31, 2006, based on Section 9(a) of the Act, the Charging Party was the limited exclusive collective-bargaining representative of the above bargaining unit

¹ This matter was originally set for trial with Case 28-CA-21931, a case involving a complaint, issued by the Regional Director for Region 28 of the National Labor Relations Board (the Board), alleging that Willis Roof Consulting, Inc. (Respondent), committed unfair labor practices, within the meaning of Sec. 8(a)(1) and (5) of the National Labor Relations Act (the Act). However, during the hearing, the counsel for United Union of Roofers, Waterproofers and Allied Workers, Local 162, AFL-CIO (the Charging Party), was granted permission to withdraw the underlying unfair labor practice charge in Case 28-CA-21931 and counsel of the General Counsel was permitted to withdraw the complaint in that matter. Subsequently, the Regional Director for Region 28 issued an order, severing the latter matter from the instant hearing involving Case 28-CA-20852.

² The Respondent failed to file an answer to the complaint and failed to file a response to the Board's order to show because why the General Counsel's motion for a default judgment should not be granted.

employees.³ The Board further found that, on or about December 29, 2005, Respondent and the Charging Party reached a complete agreement on the terms and conditions of employment for the former's bargaining unit employees to be incorporated in the parties' most recent collective-bargaining agreement; that, since December 29, 2005, Respondent has failed to continue in effect all the terms and conditions of the parties' above-described agreement by, among other things, failing to make health and welfare and pension benefit contributions on behalf of employees in the bargaining unit;⁴ that Respondent engaged in the above acts and conduct without the Charging Party's consent; and that, on January 31, 2006, Respondent withdrew its recognition of the Union as the limited exclusive collective-bargaining representative of its bargaining unit employees. On the basis of its findings, the Board concluded that "by withdrawing recognition from the [Charging Party] on or about January 31, 2006 and by failing to continue in effect all the terms and conditions of the November 1, 2005 through December 31, 2006 collective-bargaining agreement with the [Charging Party] by, among other things, failing to make, health and welfare and pension benefit contributions on behalf of unit employees" Respondent engaged in acts and conduct violative of Section 8(a)(1) and (5) of the Act.

As to the remedy for Respondent's unfair labor practices, the Board declared that it would, in part, order Respondent to continue in effect all the terms and conditions of its November 1, 2005, through December 31, 2006 collective-bargaining agreement with the Charging Party and ". . . to make all the required benefits contributions that have not been made since December 29, 2005, including any additional amounts due the benefit funds in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979)."⁵ Thereafter, in its Order, the Board required Respondent to ". . . comply with the terms and conditions of the November 1, 2005 through December 31, 2006 collective-bargaining agreement with the [Charging Party] and any automatic renewal or extension thereof." (Emphasis added.) Also, the Board ordered Respondent to "make all the required health and welfare and pension benefit contributions on behalf of the employees in the unit that have not been made since December 29, 2005, with interest, in the manner set forth in the remedy section of this decision."

³ The Board found that the relationship between Respondent and the Charging Party was entered into pursuant to the provisions of Sec. 8(f) of the Act and, therefore, the latter was the limited 9(a) representative of Respondent's bargaining unit employees for the period covered by the most recent collective-bargaining agreement. *A.S.B. Clouture, Ltd.*, 313 NLRB 1012 (1994).

⁴ The Board found that these are mandatory subjects for the purpose of collective bargaining.

⁵ In the cited decision, the Board announced that it would leave to the compliance stage of a proceeding ". . . the question of whether Respondent must pay any additional amounts into the benefit funds in order to satisfy our 'make-whole' remedy. In *ABS Heating & Cooling*, 352 NLRB No. 50, slip. op. at 3 (2008) (not reported in Board volumes), the Board noted that these additional payments to fringe benefits funds may include any liquidated damages and other amounts due as required under the applicable collective-bargaining agreement.

The Backpay Issues and Findings

The General Counsel's amended compliance specification, which was issued by the Regional Director for Region 28 on January 29, 2009, seeks an order, requiring Respondent to make payments to the health and welfare and pension benefits funds, on behalf of each of its bargaining unit employees for the period December 29, 2005, through December 31, 2008, on the basis of the terms of the November 1, 2005, through December 31, 2006 collective-bargaining agreement and ". . . the automatic extension provisions of the Agreement and in the absence of an appropriate notification of termination as provided in the Agreement." In this regard, the amended compliance specification alleges that, pursuant to the November 1, 2005, through December 31, 2006 collective-bargaining agreement "as automatically extended," Respondent's contribution rate to the health and welfare fund was \$2.75 per hour per employee for each actual hour worked not to exceed 140 hours per month and its contribution rate to the pension fund was \$.50 per hour per employee for each actual hour worked. With regard to these contribution rates, while denying the existence of any collective-bargaining agreement, Respondent admitted that, if such an agreement exists, the cited contribution rates are accurate. During the hearing, the parties stipulated that the hours of work for each of Respondent's bargaining unit employees during calendar years 2006, 2007, and 2008, as set forth in Respondent's answer to the amended compliance specification, are the numbers which I should consider in assessing Respondent's backpay liability herein. Finally, counsel for the General Counsel and counsel for the Charging Party contend that, pursuant to the November 1, 2005, through December 31, 2006 collective-bargaining agreement "as automatically extended," Respondent should be held liable for liquidated damages of 10 percent and interest of 12 percent for any unpaid contributions to the health and welfare and pension trust funds.

As set forth above, the underlying decision of the Board was a ruling on a motion, filed by the General Counsel, for a default judgment against Respondent, and the Board's findings with regard to the existence of a November 1, 2005, through December 31, 2006 collective-bargaining agreement, between Respondent and the Charging Party, were based upon the allegations of the General Counsel's complaint. As far as I can ascertain, while the Board found that a collective-bargaining agreement, effective for the above time period, existed, the document, embodying this agreement, upon which counsel for the General Counsel and counsel for the Charging Party rely for the contribution rates to the two benefit funds, the language providing for liquidated damages and interest amounts on any delinquent contributions, and the language providing for automatic renewal on a year-to-year basis absent notice, by either party, of termination, modification, or amendment of the agreement, was not a part of the record before the Board. Particularly with regard to Respondent's liability for its failure to make contractually required benefit funds contributions for bargaining unit employees for the years 2007 and 2008, Board law is clear that "an 8(f) agreement, like a 9(a) agreement is binding and enforceable during its term;" however, "when an employer executes an 8(f) contract that binds it to renewals and to successive contracts, the employer is statutorily obligated to

honor those renewals and successive contracts, unless and until it properly exercises its right to terminate at the end of a contract term. *McKenzie Engineering Co.*, 333 NLRB 905, 907 (2001).

Accordingly, the exact provisions of the parties' November 1, 2005, through December 31, 2006 collective-bargaining agreement are crucial herein, and counsel for the General Counsel and counsel for the Charging Party point to Charging Party's Exhibit 1 as the document, setting forth the agreement.⁶ Contrary to both counsel, the record does not permit, and I am unable to make, such a finding. Thus, counsel for the Charging Party offered the exhibit through the compliance officer for Region 28, Miguel Rodriguez.⁷ Identifying the document as one given to him by counsel for the General Counsel, who said it was the applicable collective-bargaining agreement,⁸ the witness testified that he requested the exhibit "... because I was trying to calculate back-pay for this case." During cross-examination, asked if he had ever seen a document or a series of documents containing an agreement between Respondent and the Charging Party, dated December 29, 2005, Rodriguez said, "[N]o." Further, he denied being aware of any other collective-bargaining agreement dated November 1, 2005. The only other witness was Gabriel Perea, an International representative for the United Roofers, Waterproofers, and Allied Workers International Union, who is assigned to the State of Nevada and, in particular, Las Vegas, and counsel for the General Counsel asserts that Perea "identified" Charging Party's Exhibit 1 as the Agreement that was negotiated by the parties. Contrary to counsel, the record contains no such definitive statement by the witness. Rather, the following colloquy is the portion of the record to which counsel refers:

Q. BY MR. LYBARGER: Did you receive any communications from Mr. Willis after December 29th of 2005?

A. I don't recall, but I don't believe so.

Q. I believe you signed an affidavit ... indicating that Mr. Willis had told you that he wouldn't "sign the fucking agreement." Do you recall that?

A. Yes, I do.

⁶ According to counsel for the General Counsel, the exhibit "... is the agreement referred to in the complaint that the Board ... held constitutes the agreement between the parties," and, according to counsel for the Charging Party, the exhibit "... is the agreement reached between the parties."

While counsel for Respondent dispute that a November 1, 2005, through December 31, 2006 collective-bargaining agreement exists, the Board found that Respondent and the Union have such an agreement and, as I stated at the hearing, the Board's underlying decision on this point is final.

⁷ I received the document after noting that Rodriguez identified the document as that which he used as the basis for computing the amount of backpay allegedly owed by Respondent.

⁸ The document is 23 pages in length, bears the title, "Collective Bargaining Agreement Between Willis Roofing and Consulting, Inc. and United Union of Roofers, Waterproofers and Allied Workers Local #162," contains no signature under Employer and the signature of an unidentified individual under the name of the Charging Party. The effective date of the purported agreement is November 1, 2005, and the document contains numerous word cross outs and insertions.

Q. And do you recall at about what timeframe that was?

A. It was ... in January.

JUDGE LITVACK: Of what year?

THE WITNESS: 2006, I think.

JUDGE LITVACK: He was referring to an extension of the Collective Bargaining Agreement that would have expired on December 31, 2005?

THE WITNESS: No. He was talking about this document right here.

JUDGE LITVACK: And when was that due to expire? ...

THE WITNESS: December 31, 2006. ...

JUDGE LITVACK: So, he was referring to Charging Party's Exhibit No. 1 that he wasn't going to enter into?

THE WITNESS: Yes.

While the meaning of Perea's testimony is problematic, he clearly did not specifically identify Charging Party's Exhibit 1 as being the memorialized version of the November 1, 2005, through December 31, 2006 collective-bargaining agreement between Respondent and the Charging Party, which, according to the Board, was the parties' most recent collective-bargaining agreement. Obviously, I do not know whether or not Perea would have been able to identify Charging Party's Exhibit 1 as the said agreement, but what is certain is that neither counsel for the General Counsel nor counsel for the Charging Party posed this question to the witness. Moreover, while Perea denied that, subsequent to December 30, 2005, he has received any notice from Respondent either that it wished to terminate the collective-bargaining agreement between itself and the Charging Party or that it did not wish to have "a collective-bargaining agreement" roll over into another year, besides admitting that Respondent's secretary-treasurer, Joseph Willis, told him he would not execute Charging Party's Exhibit 1, Perea also admitted receiving a January 15, 2006 letter from Willis in which the latter informed Perea that he would not execute another collective-bargaining agreement with the Union unless the latter became the bargaining representative of the employees of, at least, two other residential roofing contractors.

Based upon the foregoing, I reiterate that I am unable to make a finding that Charging Party's Exhibit 1 embodies the November 1, 2005, through December 31, 2006, collective-bargaining agreement, between the parties, to which the Board referred. Thus, the compliance officer for Region 28 had no direct knowledge that the exhibit was the collective-bargaining agreement and only identified the document as that which he utilized to ascertain the trust fund contribution rates. Further, Gabriel Perea never specified that Charging Party's Exhibit 1 embodied the parties' November 1, 2005, through December 31, 2006 collective-bargaining agreement, as found by the Board, and, at most, testified that Respondent informed him of its intent not to execute the document.⁹ As the Board found

⁹ Respondent's refusal to execute Charging Party's Exhibit 1 was not alleged nor found as an unfair labor practice in the underlying decision of the Board. Neither counsel for the General Counsel nor counsel for the Charging Party argue that Respondent's failure and refusal to execute the document constitutes an admission that it embodied the parties' most recent collective-bargaining agreement, and I make no such find-

that a November 1, 2005, through December 31, 2006, between Respondent and the Charging Party existed, with the agreement reached on or about December 29, 2005, and given counsel for Respondent's admission in its answer to the amended compliance specification, I find that the contractual contribution rates are as set forth in the amended compliance specification—pursuant to the collective-bargaining agreement, Respondent's contribution to the health and welfare fund is \$2.75 per hour per employee for each actual hour worked not to exceed 140 hours per month, and Respondent's contribution to the pension fund is 50 cents per hour per employee for each actual hour worked. However, in the above circumstances, absent a properly authenticated document embodying the terms of this most recent agreement, I am unable to, and, therefore, do not, find that the parties' November 1, 2005, through December 31 collective-bargaining agreement contained liquidated damages or interest penalty provisions or any automatic renewal or extension language. Accordingly, I shall recommend to the Board that Respondent be ordered to make whole the contractual health and welfare and pension benefits funds for all delinquent contributions for bargaining unit employees only for the time period December 30, 2005, through December 31, 2006, with interest.¹⁰

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent, Willis Roof Consulting, Inc., Las Vegas, Nevada, its officers, agents, successors, and assigns, shall make payments to the contractual health and welfare and pension benefits funds for each bargaining unit employee in the amounts described below with interest:

<i>Name</i>	<i>Health and Welfare Amount</i>	<i>Pension Amount</i>
----, Francisco	\$ 264.00	\$ 48.00
Acevez, C. Alejandro	2145.00	408.00
Aguilar, Salomon	4391.75	877.00
Aguilar, Juan Jose	3751.00	734.00
Aguilar-A, Raul G.	3,938.00	793.00
Aguilar-E, Salvador	4,620.00	1,689.38
Aguilera-R, Gerardo	4,510.00	936.00
Aguinada-E, Marcelino	4,413.75	889.00
Aguirre, Juan A.	4,325.75	865.00
Alamilla, Jose M.	4,463.25	893.00
Alcides-C, Franklin	4,155.25	814.50
Alcides-Canales, Oscar	594.00	108.00
Aldana, Hector A.	3,355.00	625.00
Aldana, Mauro O.	4,460.50	893.50
Alejandre, Luis M.	3,630.00	684.00
Alejandre, Jorge A.	4,532.00	888.00
Alfaro-A, Jayme	1,067.00	206.50
Alpiar-M, Raul	869.00	176.00
Alvarado-C, Aurelio	4,617.25	1,488.63
Alvares, Manuel M.	4,620.00	1,682.25
Alvarez, Miguel	3,278.00	644.00
Alvarez, Saidel	88.00	16.00
Alveres-M, Ramiro	3,999.88	807.25
Amaya, Jose-A	4,411.00	880.00
Angel, Ricardo	4,510.00	912.00
Angeles-M, Antonio	132.00	24.00
Anibal-Castillo, Luis	4,336.75	856.50
Aparicio, Roberto	4,389.00	854.50
Arellanes, Cristobal	66.00	12.00
Arellano, Rafael	1,500.13	286.75
Arevalo, Fredys A.	4,204.75	819.50
Argeta, Jose I.	4,215.75	829.50
Arguello, Juan	4,149.75	832.00
Arizaga, German	4,174.50	820.50
Arizaga-Pin, Ismael	4,592.50	1,265.25
Arroyo, Moises	3,304.13	684.75
Avalos, Juan I.	2,299.00	514.50
Avalos, Ricardo	4,620.00	1,129.63
Avalos-C, Juan David	3,976.50	743.50
Avelar-R, Alvaro	1,947.00	404.00
Avila, Miguel	4,202.00	885.00
Ayala, Roberto C.	4,424.75	877.00
Azpeitia-L, Santiago	4,573.25	939.00
Azpeitia-L, Felipe	4,540.25	909.00
Azpeitia-Lo, Ariel	4,540.25	909.00
Azpeitia-R, Marco A.	4,215.75	810.50
Bacca, Gustova A.	4,367.00	866.00
Badillo, Erasmo C.	1,507.00	300.00
Bahena, Gabriel	2,871.00	575.00
Bahena-E, Catalino	2,530.00	511.00
Bahena-G, Daniel	4,213.00	820.00
Barahina, William	4,339.50	823.50
Barahona, Jose A.	4,507.25	935.50
Barahona, Israel	3,258.75	621.50
Barahona, Israel A.	4,125.00	776.00

ing. In my view, Respondent may have had myriad lawful reasons for refusing to execute the document, including that the document did *not* correctly embody the parties' complete agreement.

¹⁰ Interest should be calculated in accord with *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962). Counsel for the Charging Party requests that interest owed by Respondent be compounded rather than computed on a simple interest, *per anum* basis. It is the prerogative of the Board to change its approach to interest payments; accordingly, I shall reject counsel's request.

¹¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

Barajas, Sergio	814.00	152.00	Contreras, Hector	22.00	4.00
Barajas, Ignacio	88.00	16.00	Corea, Cruz	3,146.00	637.00
Barcenas, Rodrigo	2,480.50	469.50	Cornejo-M, Nelson E.	4,499.00	908.50
Barcenas, Elias	4,515.50	1,283.00	Coronel, Victor	2,167.00	420.00
Barcenas, Antonio	3,965.50	779.50	Coronel, Diego	1,331.00	248.00
Barcenas, David	4,353.25	820.00	Correa, Ernesto	4,246.00	820.00
Barcenas, Jose A.	4,235.00	1,223.50	Cortes, Martin	242.00	44.00
Barcenas-R, Sixto	4,353.25	820.00	Cortez, Jose A.	4,026.00	809.50
Barragan, Andres	1,823.25	356.50	Cortez, Juan R.	4,312.00	897.00
Barragan-M, Arturo	1,199.00	232.50	Cortez-C, Wilmer A.	4,160.75	804.00
Barragan-V, Raul	4,147.00	822.00	Coto, Carlos	3,176.25	602.50
Barrera, Victorino	1,916.75	388.00	Cruz, Jose F.	2,202.75	428.50
Barrera, Sandro C.	4,620.00	1,692.00	Cruz, Jaime De Jesus	4,230.88	935.25
Barrios-C, Ivan	4,499.00	876.00	Cruz, Mauricio	4,185.50	828.50
Barron, Franciso O.	3,385.25	652.00	Cruz, Jose R.	264.00	48.00
Bautista-P, Saulo	4,411.00	912.00	Cruz, Miguel A.	42,130.00	820.00
Bellozo-M, Juan E.	1,914.00	380.00	Cruz, Jose N.	4,230.88	935.25
Benavides, Francisco A.	4,364.25	855.00	Cruz, Carlos	4,367.00	866.00
Benavides, Santos	3,825.25	850.50	Cruz, Jose Rene	4,174.50	820.50
Benavides, Victor M.	4,119.50	787.00	Cruz-Mendoza, Juan	880.00	160.00
Benavides, Walter F.	4,562.25	943.50	Cruz-Falcon, Octavio	2,455.75	474.50
Benavides, Oscar P.	827.75	159.50	Cruz-Lopez, Luis A.	1,595.00	304.00
Bernal, Ramon E.	4,576.00	956.00	Cruz-Yanez, Angel	3,206.50	641.00
Bueno-G, Ignacio	3,206.50	641.00	Daniel, Jorge M.	3,069.00	664.50
Camarillo, Ernesto	2,849.00	571.00	Daniel-M, Salvador	4,017.75	821.50
Campos, Lorenzo	3,910.50	780.13	De La Cruz, Oscar F.	4,392.44	1,475.50
Campos, Erik A.	4,562.25	943.50	Delgado, Felipe	4,215.75	803.00
Campos-C, Jose N.	3,137.75	630.00	Dias Sanchez, Juan C.	3,674.00	747.00
Campos-C, Rosalio	4,435.75	886.00	Diaz, Salvador D.	115.50	21.00
Cano, Jamie	2,321.00	452.00	Diaz, Carlos D.	3,737.25	780.50
Cantor-R, Jose	308.00	56.00	Diaz-M, Luis	3,951.75	803.00
Carmona, Santiago	4,353.25	886.00	Diaz-Mendez, Martin	4,235.00	1,563.38
Carpio, Juan	4,202.00	868.00	Diaz-O, Daniel	2,505.25	460.00
Castillo, Fernando	3,465.00	888.63	Dominguez, Juan J.	4,515.50	926.50
Castillo, Juan M.	2,112.00	412.00	Dominguez, Gustavo S.	4,334.00	1,026.00
Castillo, Armando	3,943.50	825.00	Dominguez, Manuel		
Castillo, Roselio A.	4,521.00	904.00	D.J.	4,562.25	935.50
Castillo, Nelson A.	4,444.00	890.50	Dominguez, Jose	3,737.25	739.50
Castillo-D, Inacio	1,962.13	688.00	Doniz, Eric	3,693.25	715.50
Castillo-O, Jose	2,095.50	392.50	Eparza, M. Antonio	2,893.00	596.00
Castillo-S, Edgar	396.00	72.00	Elvir, Wilmer A.	4,468.75	902.50
Cazares-L, Saul	4,620.00	1,560.88	Escobar, Santos	4,413.75	889.00
Centeno, Jose A.	3,894.00	788.50	Escobar-P, Marvin A.	3,957.25	763.50
Ceron, Martiniano	1,894.75	380.00	Esparza, Jose	3,806.69	772.25
Ceron-G, Rufino	2,631.75	554.50	Esparza, Humberto	4,565.00	913.50
Cervantes, Antonio C.	4,620.00	1,527.88	Esparza, Gabriel	1,677.50	319.00
Chavarria-M, Margarito	4,254.25	902.50	Esparza, Aurelio	4,620.00	1,448.00
Chavez, Joel	4,446.75	897.00	Espinoza-J, Jose	4,147.00	808.50
Chavez, David E.	1,080.75	202.00	Esqueda, Isabel	4,521.00	904.00
Chavez, Jose R.	4,532.00	915.00	Eusebio, Abner E.	979.00	178.00
Chavez-E, Jose	1,696.75	328.50	Eusebio, Francisco	4,620.00	1,714.25
Chicas, Jose S.	3,693.25	698.50	Eusebio-Me, Jaime	121.00	22.00
Cisneros, Jesus	4,089.25	944.88	Falcon, Antonio	3,610.00	698.50
Colin-C, Alberto	4,092.00	780.00	Falcon-Cerc, Benjamin	3,476.00	724.00
Colin-C, Julio	4,092.00	780.00	Falcon-Cruz, Miguel	4,537.50	1,163.13
Colin-C, Tomas	4,400.00	872.00	Falcon-Cruz, Almaquio	1,157.75	210.50
Colin-C, Gregorio	4,455.00	876.00	Fernandez, Jose A.	2,917.75	573.50
Contreras, Victor	3,938.00	798.00	Fernandez, Jose	4,103.00	807.00

Fernandez, Manuel	4,460.50	870.50	Gonzalez, Jose A.	3,729.00	800.00
Fernandez-V, Elmer	3,008.50	583.00	Granados, Osman	4,466.00	977.00
Ferruffino, Isidro O.	4,193.75	822.50	Guerrero, Teodoro	3,470.50	674.50
Figueroa, Salvador	4,620.00	1,490.50	Guerrero, Manuel	4,125.00	776.00
Figueroa-So, Miguel	4,620.00	1,711.38	Guevara, Juan M.	2,365.00	452.00
Flores, Raul	4,213.00	792.50	Guevara, Victor M.	4,306.50	852.50
Flores, Rodolfo	2,007.50	381.00	Guevara-R, Jose D.	4,136.00	809.00
Flores, Juan M.	907.50	169.00	Gutierrez, Jose	1,177.00	228.00
Flores, Josue	4,565.00	954.00	Guzman, Alejandro	4,620.00	1,581.63
Flores, Rolis	3,979.25	771.50	Guzman, Miguel A.	4,444.00	920.50
Frias, Rodrigo G.	4,620.00	1,125.38	Guzman, Jose A.	4,444.00	920.00
Frias, Antonio N.	4,510.00	936.00	Guzman, Manuel	4,290.69	852.13
Gaitan, Jose E.	891.00	162.00	Guzman-R, Ronaldo P.	4,532.00	912.00
Gaitan, Vidal A.	3,979.25	771.50	Heredia, Jaime	4,191.00	846.50
Galindo-P, Ricardo	4,620.00	1,578.38	Hernandez, Juan C.	3,503.00	713.00
Galindo-P, Gilberto	4,397.25	1,365.88	Hernandez, Armando	1,633.50	336.50
Gaona-B, Celestino	3,377.00	668.00	Hernandez, Alfredo	3,173.50	621.00
Garay, Adan	3,740.00	768.00	Hernandez, Carlos	4,202.00	818.00
Garcia, Jesus	4,543.00	910.00	Hernandez, Octavio	4,331.25	1,071.50
Garcia, Juan C.	990.00	192.00	Hernandez, Joaquin	3,333.00	668.00
Garcia, Juan	2,563.00	484.00	Hernandez, Felipe	4,444.00	920.00
Garcia, Esteban	1,894.75	384.00	Hernandez, Juan	1,707.75	335.00
Garcia, Constantino	2,563.00	484.00	Hernandez, Alejandro	4,587.00	921.00
Garcia, Victor H.	4,315.44	813.13	Hernandez, Ismael	4,515.50	888.50
Garcia, Crescencio	4,094.75	825.00	Hernandez, Ruben S.	4,620.00	1,465.25
Garcia, Jorge	4,094.75	825.00	Hernandez, Jorge A.	4,592.50	916.50
Garcia, Efrain	4,543.00	906.00	Hernandez, Ismael	4,279.00	823.00
Garcia, Saul	4,353.25	820.00	Hernandez, Heriberto	4,207.50	808.00
Garcia, Salvador	3,088.25	666.25	Hernandez-I, Gerardo	4,279.00	823.00
Garcia, Jesus	4,565.00	900.00	Hernandez-I, Simon	1,925.00	402.00
Garcia, Enrique	4,312.00	868.00	Hernandez-I, Horacio	1,925.00	402.00
Garcia, Luis M.	4,202.00	828.00	Hernandez-I, Tomas	2,871.00	600.00
Garcia-A, Adrian I.	4,122.25	777.50	Hernandez-I, Isidro	3,399.00	696.00
Garcia-B, Jesus H.	4,620.00	1,630.63	Hernandez-I, Jose O.	847.00	154.50
Garcia-B, Salvador A.	4,257.00	862.50	Hernandez-I, Gregoio	4,400.00	875.00
Garcia-D, Luis M.	3,220.25	644.50	Hernandez-I, Ismael	4,400.00	875.00
Garcia-F, Horatio	4,471.50	1,205.50	Hernandez-I, Francisco	4,400.00	875.00
Garcia-G, Adan	2,563.00	484.00	Hernandez-I, Jesus	3,366.00	655.00
Garcia-G, Renan	4,312.00	868.00	Herrera, Joel	4,499.00	913.50
Garcia-G, Jaime	3,036.00	612.00	Herrera, Leonardo	4,427.50	903.00
Garcia-H, Jorge	462.00	84.00	Huerta, Ricardo	4,290.00	828.00
Garcia-M, Juan J.	4,515.50	1,283.00	Huerta-S, Francisco	484.00	88.00
Garduno-G, Jesus	4,400.00	875.00	Huerta-S, Vidal	4,215.75	845.00
Garduno-R, Ascencion	4,400.00	875.00	Ingles, Wilfredo	4,543.00	916.00
Gasca, Cecilio	4,620.00	954.00	Isabel-G, Jose	506.00	111.50
Gasca, Rene	3,344.00	670.00	Janres, Salvador	3,401.75	656.50
Gomes, Fernando	4,587.00	976.00	Janres-Z, Pedro A.	4,072.75	800.50
Gomez, Miguel	4,620.00	1,548.88	Jimenes, J Jesus E.	4,147.00	808.50
Gomez-F, Jesus	4,608.31	1,149.38	Jimenez, Carlos	3,951.75	776.00
Gomez-F, Ismael	4,620.00	1,609.63	Jimenez, Nestor	4,301.00	873.00
Gomez-Z, Alejandro	2,354.00	466.00	Jimenez-M, Jimmy	2,469.50	481.50
Gonzaga, Isidoro	2,442.00	455.50	Jimenez-M, Juan	2,817.38	688.75
Gonzaga-H, Adan	3,877.50	723.50	Jimenez-S, Everado	4,042.50	826.00
Gonzalez, Humberto	3,877.50	723.50	Jimenez-S, Eduardo	4,246.00	853.00
Gonzalez, Luis	4,620.00	1,628.88	Leon, Sergio	4,235.00	1,466.75
Gonzalez, Fernando	4,532.00	928.00	Leon, Jose G.	4,603.50	951.00
Gonzalez, Rogelio	4,518.25	916.00	Leyva-R, Ivan	22.00	4.00
Gonzalez-S, Julio	4,446.75	897.00	Leyva-R, Ronny	22.00	4.00

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

Lomely, Juan M.	605.00	113.50	Molina, Edwin	3,168.00	645.00
Lopez, Jonathan	44,770.00	878.00	Molina-C, Jose A.	3,995.75	764.00
Lopez, Ramon	28.25	533.50	Montiel-A, Juan	4,191.00	841.50
Lopez-C, Marco A.	429.00	823.00	Montiel-H, Guillermo	2,981.00	595.00
Lopez-F, Luis	242.00	476.00	Montiel-H, Carlos	4,191.00	841.50
Lopez-L, Inocenio	3,916.00	740.00	Montiel-S, Juan C.	4,136.00	800.00
Lopez-U, Leiber A.	4,314.75	852.50	Montoy, Leonardo	4,046.63	815.25
Lopez, Manuel	4,477.00	884.00	Montoya, Gaudencio V.	3,256.00	622.00
Lozano, Frederico A.	4,573.25	939.00	Montoya-F, Ynai	1,430.00	270.75
Luna-T, Luis A.	3,927.00	730.50	Montoya-F, Pablo	4,001.25	758.25
Luna-T, Alan	4,147.00	826.00	Montoya-P, Roberto	3,456.75	712.50
Machado, Manuel O.	4,444.00	865.50	Montufar-F, Marco	4,479.75	905.00
Machado-R, Juan	4,059.00	828.00	Mora, Antonio	3,194.13	650.75
Macias-E, Emmanuel	3,971.00	823.00	Morales, Hector	1,476.75	282.50
Madigal, Pedro	2,975.50	593.00	Morales, Gonzalo	1,966.25	357.50
Madigal, Jose L.	4,444.00	896.00	Morales, Alberto	4,518.25	916.00
Madrigal, Jose M.A.	4,417.88	863.75	Morales-M, Redin	907.50	169.00
Magana-O, Luis	4,195.81	1,352.25	Moreno, Kevin	3,220.25	644.50
Maldonado, Jose A.	4,488.00	884.00	Moreno-G, Luis	2,917.75	573.50
Manzo, Salvador	484.00	88.00	Mota, Raul M.	4,422.00	880.00
Manzo-D, Ricardo	3,990.25	818.00	Mota, Mario M.	4,422.00	880.00
Manzo-M, Luis A.	4,006.75	749.00	Moya-R, Salvador	2,013.00	376.00
Marin-P, Miguel	3,197.00	604.00	Munoz, Joel	2,307.25	465.50
Marquez, Gerado	2,090.00	428.00	Munoz, Alejandro	2,838.00	524.00
Martines, Manuel	3,170.75	600.50	Munoz-M, Moises	2,299.00	460.00
Martinez, Rufino	3,745.50	784.00	Munoz-N, Mauricio	1,045.00	196.00
Martinez, Ramon	4,331.25	1,077.75	Munoz-N, Arnulfo	2,838.00	524.00
Martinez, Pedro O.	264.00	48.00	Natividad-C, Jose	4,510.00	888.00
Martinez, Mario	4,411.00	918.00	Navarrette, Audencio J.	3,880.94	729.13
Martinez, Benito	4,620.00	1,798.75	Navarro-C, Ricardo	3,929.75	748.50
Martinez, Amador S.	4,620.00	1,580.00	Navarro-L, Rogellio	2,013.00	402.50
Martinez-C, Elmer	3,693.25	698.50	Navarro-L, Humberto	3,918.75	734.00
Martinez-M, Pascual	4,378.00	909.00	Navarro-O, Miguel	4,402.75	889.00
Martinez-M, Florentino	4,400.00	913.00	Niko, Rob	902.00	170.00
Martinez-M, Julian	4,400.00	913.00	Ocampo, Andres	4,215.75	803.00
Martinez-M, Macario	4,279.00	881.00	Ocampos-A, Rodolfo	1,424.50	269.75
Martinez-R, Jose	3,775.75	735.50	Ochoa, Francisco	4,620.00	1,496.13
Martinez-V, Arturo	4,221.25	1,057.75	Ochoa-L, Santos	3,539.25	687.50
Maya, Afredo	3,465.00	1,028.88	Oguin, Adrian	4,145.63	846.75
Medina-V, Harvy D.	1,881.00	356.00	Olliva-M, Luis	2,310.00	639.53
Medina-V, Luis A.	4,147.00	816.00	Orellana, Juan C.	4,554.00	921.00
Mejia, Jose A.	3,390.75	622.50	Orellana-F, Carlos A.	4,400.00	844.00
Mejia, Oscar M.	4,620.00	1,655.38	Orellana-H, Esteban	4,204.75	819.50
Mejia, Francisco A.	4,056.25	747.50	Orellana-V, Jose	3,817.00	734.50
Mejia, Juan P.	4,056.25	747.50	Ortega, Allen	4,248.75	853.50
Mejia-C, Oscar M.	4,389.00	864.00	Ortega, Agustin	4,290.00	848.00
Mejia-S, Fidel	3,872.00	740.00	Pacheco, Javier	2,310.00	714.50
Melendez-L, Eleazar	4,089.25	802.50	Palomo, Saul A.	4,204.75	839.50
Membrano, Oscar N.	4,532.00	919.00	Parga, Miguel A.	4,136.00	844.00
Membrano-G, Francisco	2,684.00	550.00	Pedraza-A, Enrique	2,057.69	723.13
Mendez, Carlos E.	2,541.00	470.50	Pedraza-A, Juan J.	4,602.13	1,484.13
Mendez, Hugo	3,465.00	1,013.38	Pena, Joaquin	3,951.75	755.25
Mendez-C, Afredo	3,968.25	958.00	Pena, Jesus O.	4,413.75	889.00
Mendez-C, Romiro	528.00	96.00	Pena-Q, Narciso	4,045.25	769.75
Mendez-C, Saul	255.75	46.50	Peres-B, Angel	4,620.00	1,569.50
Mendez-S, Marco A.	385.00	72.00	Perez, Hector	4,103.00	800.50
Mendoza, Francisco	4,620.00	954.00	Perez, Faustino V.	4,455.00	870.00
Modesto, Ormaldo	1,886.50	343.00	Perez Jr., Raul	2,310.00	679.38

Perez V, Benito	4,493.50	875.50	Ruiz-E, Juan C.	121.00	22.00
Perez-B, Esdras	3,965.50	748.00	Ruiz-L, Juan M.	4,290.00	848.00
Perez-O, Emanuel	3,682.25	725.50	Ruiz-R, Eliseo	3,698.75	715.50
Pineda, Lucas	4,312.00	852.00	Ruiz-R, Filadelfo	6,847.25	740.50
Pinedo, Ezequiel	4,562.25	924.00	Ruiz-S, Erasmo	3,828.00	723.00
Poblano, Eduardo	2,090.00	428.00	Salgado, Nelson	3,476.00	696.00
Poblano, Manuel	2,497.00	508.00	Salmeron-Q, Tomas	3,333.00	644.00
Poblano, Roberto	2,893.00	596.00	Salvado-P, Eftren	3,861.00	800.00
Ponce-F, Fernando	3,465.00	1,118.50	Salvador, Mario	4,411.00	912.00
Prado-G, Erick	3,660.25	721.50	Samora, Frederico	4,312.00	832.00
Prudencio, Denis A.	4,444.00	885.50	Sanchez, Rodrigo	2,079.00	385.50
Quazada-N, Inocencio	4,290.00	858.50	Sanchez, Jose	88.00	16.00
Quintanilla, Omar D.	1,586.75	302.50	Sanchez, Tomas	199.38	36.25
Quintero, Frederico	4,191.00	836.00	Sanchez, Jesus E.	3,883.00	748.00
Ramirez, Crispin	3,960.00	812.00	Sanchez-A, Jose	811.25	155.00
Ramirez, Carlos J.	1,493.25	284.50	SanJuan, Jaime	2,519.00	520.50
Ramirez, Rolando	4,408.25	899.50	Santiago, Hector	2,543.75	486.50
Ramirez, Margarito R.	4,477.00	904.50	Santiago-A, Ramon	4,620.00	1,718.63
Ramirez, Pedro	4,364.25	852.50	Serafin, Pablo	588.50	107.00
Ramirez, Arturo	3,594.25	704.50	Serpa, Elmer A.	4,323.00	884.00
Ramos, Jose	4,422.00	880.00	Serpas, Sergio	4,593.88	920.75
Renderos, Jose A.	4,367.00	851.50	Serpas, Jose I.	4,213.00	864.00
Renderos, Nelson D.	4,204.75	819.50	Serpas, Jose R.	4,323.00	884.00
Renderos, Jose M.	4,548.50	894.00	Serrano, Alejandro-E	4,290.00	820.00
Renderos, Jorge A.	3,008.50	583.00	Silvas, Joel A.	1,834.25	636.25
Reyes, Ignacio	4,455.00	928.00	Solorio, Ismael	3,465.00	1,123.38
Reyes, Alberto	682.00	124.00	Soria, Juan	4,620.00	1,636.75
Reyes, Javier	176.00	32.00	Soria, Carlos	4,620.00	1,587.50
Reyes, Rudis D.	4,039.75	776.50	Sorto, Eugenio	3,575.00	715.63
Reyes, Hector	4,620.00	1,582.50	Sosa, Joel P.	4,540.25	920.00
Reyes-G, Gilberto	4,081.00	832.00	Soto, Guadalupe	4,169.00	842.00
Reyes-S, Mario	3,718.00	788.00	Suarez, Hugo	121.00	22.00
Rincon, Alejandro	4,334.00	1,026.50	Tapia-C, Elpidio	4,620.00	1,779.00
Rivas, Jose E.	4,411.00	876.00	Torres-U, Reinaldo	1,771.00	336.00
Rivas, Ernesto	4,441.25	859.00	Urias Vargas, Jose	4,103.00	822.50
Rivera, Jose M.	4,537.50	906.50	Uribe, Fernando	2,590.50	511.00
Rivera, Mario	4,290.00	894.00	Valencia, Raul T.	4,620.00	1,561.38
Rivera, Pedro G.	4,554.00	917.00	Vargas, Lorenzo U.	1,155.00	234.50
Rivera, Jorge	673.75	122.50	Vargas-G, Jose	4,158.00	830.00
Rizo, Noe	4,620.00	1,458.50	Vargas-G, Luis	4,213.00	852.00
Rodriguez, Oscar	1,683.00	331.00	Vasquez-C, Jose L.	1,892.00	374.00
Rodriguez, Juan C.	2,997.50	650.00	Vega-V, Edgar	88.00	16.00
Rodriguez, Hugo	714.31	187.75	Vega-M, Ricardo	2,685.38	839.13
Rodriguez, Omar	3,553.00	667.50	Vela-N, Bernardo	4,620.00	1,530.75
Rodriguez, A. Alfredo	3,077.25	664.50	Velasquez, Lucio	3,168.00	618.50
Rodriguez-C, Jesus	2,752.75	564.00	Velasquez-Z, Jose D.	3,902.25	757.38
Romero, Gabriel	4,466.00	889.50	Velasquez, Bernardo	4,532.00	884.50
Romero, Jose	737.00	148.00	Valez, Jose	3,063.50	566.50
Romero, Enrique	704.00	128.00	Valez-C, Jose L.	3,542.00	691.50
Romero-V, Cesar	22.00	4.00	Valez-F, Juan C.	3,972.38	756.13
Rosa, Angel De Je	4,072.75	800.50	Viera, Franklin	4,350.50	865.00
Rosales, Esteban	4,334.00	1,026.00	Villanueva, Noe	594.00	108.00
Rosas-B, Rodolfo	660.00	120.00	Villanueva, Eliceo	4,061.75	787.50
Ruiz, Moises	3,916.00	778.00	Villanueva, Juan	4,620.00	1,176.75
Ruiz, Alejandro	1,094.50	202.50	Villanueva, Faustino	3,863.75	712.00
Ruiz, Salvador	4,411.00	918.00	Villanueva-E, Jesus	1,738.00	339.00
Ruiz, Ricardo	3,951.75	745.50	Villanueva-S, Javier	594.00	108.00
Ruiz-R, Felix	3,951.75	745.50	Villegas-S, Pablo	4,246.00	811.00

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Vivator, Arnoldo	330.00	60.00	Zelaya-M, Juan V.	4,405.50	863.00
Viveros, Ismael	770.00	140.00	Zumiga-M, Juan I.	\$ 957.00	\$ 188.50
Yanez, David	4,235.00	818.00	<i>FUND</i>	<i>TOTAL</i>	
Yanez-A, Daniel	4,554.00	908.00	Health and Welfare	\$1,832,074.06 plus interest	
Zambrano, Jaime	3,630.00	684.00	Pension	\$395,570.50 plus interest	
Zambrano-L, Paulo	4,603.50	951.00			
Zamudio-N, Lazaro	286.00	52.00			
Zaragoza-H, Agustin H.	4,576.00	937.50			
Zaragoza-P, Salvador	3,982.00	792.00			
Zaragoza-H, Luis M.	3,707.00	731.00			
Zavala, Isidro	1,386.00	260.00			
Zelaya, Ramon	4,248.75	798.00			
Zelaya, Pablo	4,427.50	867.00			