

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CG's LAWN & JANITORIAL
SERVICE, LLC

and

INDUSTRIAL TECHNICAL &
PROFESSIONAL EMPLOYEES UNION,
OPEIU LOCAL 4873

*
*
*
*
*
*
*
*
*
*
*

Case Nos. 15-CA-18985
15-CA-19144

**MOTION TO TRANSFER AND CONTINUE CASES
BEFORE THE NATIONAL LABOR RELATIONS BOARD
AND MOTION FOR DEFAULT JUDGMENT AND FOR ISSUANCE
OF BOARD DECISION AND ORDER**

Counsel for the General Counsel hereby moves that said cases be transferred to and continued before the National Labor Relations Board, herein called the Board, and further moves for Default Judgment on the pleadings and supporting papers for issuance of a Decision and Order by the Board, pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations. In support of this motion, Counsel for the General Counsel avers as follows:

1.

The charge in Case No. 15-CA-18985 was filed by Industrial Technical & Professional Employees Union, OPEIU Local 4873, ("Union"), on March 23, 2009, alleging CG's Lawn & Janitorial Service, LLC ("Respondent") violated Section 8(a)(1) and (5) of the National Labor Relations Act ("Act"). The charge was served on Respondent, by regular mail, on March 24, 2009. On May 4, 2009, the first amended charge in Case No. 15-CA-18985 was filed by the Union and duly served on Respondent that same day. On June 12, 2009, the second amended charge in Case No. 15-CA-18985 was filed by the Union and duly served on Respondent that

same day. On July 27, 2009, the third amended charge in Case No. 15-CA-18985 was filed by the Union and duly served on Respondent that same day. Copies of the charge, affidavit of service of charge, first amended charge, affidavit of service of first amended charge, second amended charge, affidavit of service of second amended charge, third amended charge, and affidavit of service of third amended charge are attached hereto and marked as Exhibits 1, 2, 3, 4, 5, 6, 7, and 8, respectively.

2.

The charge in Case No. 15-CA-19144 was filed by the Union on July 27, 2009, alleging the Respondent violated section 8(a)(1) of the Act. The charge was served on Respondent, by regular mail, on July 27, 2009. Copies of the charge and affidavit of service are attached hereto and marked as Exhibits 9 and 10 respectively.

3.

On August 31, 2009, the Regional Director of Region 15 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 15-CA-18985 and 15-CA-19144, herein called the Consolidated Complaint (a copy of which is attached hereto and marked as Exhibit 11).

4.

On September 2, 2009, the Consolidated Complaint in Case Nos. 15-CA-18985 and 15-CA-19144 was served by certified mail on Respondent at 863 N. Daleville Avenue, Daleville, Alabama 36322 (a copy of the return receipt card and United States Postal Service computer generated tracking confirmation showing September 2, 2009 delivery are attached hereto and marked as Exhibits 12 and 13, respectively). On September 3, 2009, the Consolidated Complaint in Case Nos. 15-CA-18985 and 15-CA-19144 was also served by certified mail upon Respondent

at 1001 Jeanie Drive, Clover, New Mexico 88101 (a copy of the return receipt card is attached hereto and marked as Exhibit 14).

5.

The Respondent failed to file an Answer to the Complaint as required by Sections 102.20 and 102.21 of the Board's Rules and Regulations.

6.

On September 15, 2009, the Regional Director for Region 15 sent, by certified mail, a notice to the Respondent that an Answer to the Complaint had not been received, and that a Motion for Default Judgment would be filed with the Board if an Answer was not filed by September 22, 2009. A copy of the Regional Director's letter is attached hereto and marked as Exhibit 15. On September 19, 2009, the letter was received by Respondent at 1001 Jeanie Drive, Clover, New Mexico 88101 (a copy of the return receipt card is attached hereto and marked as Exhibit 16). On September 25, 2009, the letter was received by Respondent at 863 N. Daleville Avenue, Daleville, Alabama 36322 (a copy of the return receipt card is attached hereto and marked as Exhibit 17).

7.

As of this date, the Respondent has failed to respond to the Regional Director's letter of September 15, 2009 or to file an acceptable Answer as required by Sections 102.20 and 102.21 of the Board's Rules and Regulations.

8.

Section 102.20 of the Board's Rules and Regulations specifically states that if no Answer is filed, or any allegation of the consolidated complaint is not specifically denied or explained in an Answer filed, that allegation shall be deemed to be admitted as true, and shall be so found by the Board.

To date, no Answer or request for an extension of time to file an Answer has been filed by Respondent in the above-captioned matter.

WHEREFORE, Counsel for the General Counsel respectfully moves:

1. That all allegations of the Consolidated Complaint, which Respondent has failed to answer, be deemed to be admitted to be true, especially where, as here, it does not appear that Respondent will participate in the conduct of an unfair labor practice hearing;

2. That the Board issue a Decision and Order finding that Respondent violated Sections 8(a)(1) and (5) of the Act all without the taking of evidence in support of the allegations in the Consolidated Complaint;

3. That the Board grants all appropriate relief including, but not limited to, ordering
(a) Respondent CG's Lawn & Janitorial Service, LLC, its officers, agents, successors, and assigns to cease and desist from:

(1) Telling employees that it can do anything it wants and that it would be futile to have the Union as their bargaining representative.

(2) Encouraging employees to engage in activities to get rid of the Union.

(3) Refusing to bargain in good faith with the Union as the exclusive collective bargaining representative of Respondent's employees employed as grounds maintenance employees at the Ft. Rucker, Alabama jobsite.

(4) Failing to first meet and bargain in good faith with the Union regarding any proposed changes in wages, hours, and working conditions before putting such changes into effect.

(5) Bypassing the Union and dealing directly with employees regarding the payments Respondent makes to the Union for employees' health and welfare benefits.

(6) Starting new drug testing policy for employees without first notifying and bargaining with the Union and until reaching an agreement or a good-faith impasse.

(7) In any like or related manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed tem by Section 7 of the Act.

(b) Respondent CG's Lawn & Janitorial Service, LLC, it officers, agents, successors, and assigns take the following affirmative actions necessary to effectuate the purposes and policies of the Act:

(1) Rescind the drug testing policy that was unilaterally put into effect on approximately March 1, 2009.

(2) Bargain in good faith with the Union and, on request, bargain with the Union in good faith concerning the effects of the implementation of a drug testing policy.

(3) Within 14 days form the date of this Order, offer to any employee discharged after March 1, 2009, for failing the unlawfully implemented drug test, immediate and full reinstatement to their former jobs or, if said jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or any other rights or privileges previously enjoyed.

(4) Make the employees described above in Paragraph 3(b) (2) whole for any loss of earnings and other benefits suffered as a result of Respondent's unlawful conduct computed in accordance with F. W. Woolworth Co., 90 NLRB 289 (1950), with interest as prescribed in New Horizons for the Retarded, 283 NLRB 1173 (1987).

(5) Within 14 days from the date of this Order, remove from its files any reference to the above unlawful discharge(s), and within 3 days thereafter notify the employee(s), in writing, that this has been done and that the discharge(s) will not be used against them in any way.

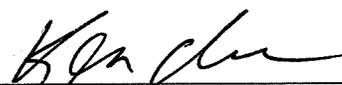
(6) Preserve, and within 14 days of a request or such reasonable time as the Regional Director may allow for good cause shown, make available to the Board or its agents, for

examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of backpay and monetary remedies due under the terms of this Order;

(7) Within 14 days after service by the Region, post at its Daleville, Alabama facility copies of the attached Notice marked "Appendix" Copies of the Notice, on forms provided by the Regional Director for Region 15, after being signed by Respondent's representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. Further, Respondent shall duplicate and mail, at its own expense, a signed copy of the Notice to all Unit employees employed by Respondent to work at its Fort Rucker, Alabama jobsite since March 1, 2009.

(8) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official, on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Signed and dated at New Orleans, Louisiana, this 15th day of October, 2009.



Kevin McClue
Counsel for the General Counsel
National Labor Relations Board
Region 15
600 S. Maestri Place, 7th Floor
New Orleans, Louisiana 70130

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion to Transfer and Continue Cases before the National Labor Relations Board and Motion for Default Judgment and for Issuance of Board Decision and Order has been served on the following parties in this matter, by either regular U.S. Mail or certified U.S. Mail return receipt requested, as indicated below, on this 15th day of October, 2009:

Parties served by certified mail:

Curtis McDaniel
CG's Lawn & Janitorial Service, LLC
863 N. Daleville Avenue
Daleville, AL 36322

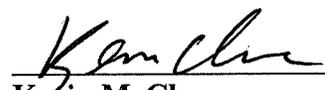
Curtis McDaniel
CG's Lawn & Janitorial Service, LLC
1001 Jeanie Drive
Clover, NM 88101

Parties served by regular mail:

Dennis M. Conley
Union Representative
Industrial Technical & Professional
Employees Union, OPEIU Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401

Sidney Kalban, Esq.
IPTE Union, AFL-CIO
808th Avenue, Suite 1806
New York, NY 10011

Signed and Dated at New Orleans, Louisiana this 15th day of October, 2009.



Kevin McClue
Counsel for the General Counsel
National Labor Relations Board
Region 15
600 S. Maestri Place, 7th Floor
New Orleans, Louisiana 70130

APPENDIX

NOTICE TO

EMPLOYEES

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

The National Labor Relations Board has found that we violated Federal Labor Law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;

Choose representatives to bargain with us on your behalf;

Act together with other employees for your benefit and protection;

Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain or coerce you in regards to the exercise of these rights, more specifically,

WE WILL NOT tell you that we can do anything we want and that it would be futile to have the Industrial Technical & Professional Employees Union, OPEIU Local 4873, herein Union, as your bargaining representative.

WE WILL NOT encourage you to engage in activities to get rid of the Union.

WE WILL NOT, upon request, refuse to bargain in good faith with the Union as the exclusive collective bargaining representative of our employees in the following appropriate unit:

All grounds maintenance employees employed by the Employer at its jobsite at Ft. Rucker, Alabama.

WE WILL NOT fail to first meet and bargain in good faith with your Union until reaching an agreement or a good faith impasse about any proposed changes in wages, hours, and working conditions before putting such changes into effect.

WE WILL NOT bypass the Union and deal directly with you regarding the payments we make to the Union for your health and welfare benefits.

WE WILL NOT start a new drug testing policy for you without first notifying and bargaining with your Union until reaching an agreement or a good-faith impasse.

WE WILL NOT in any other way interfere with, restrain, or intimidate you in the exercise of your Section 7 rights guaranteed by the Act.

WE WILL bargain in good faith with the Industrial Technical & Professional Employees Union, OPEIU Local 4873 as the exclusive collective bargaining representative of our unit employees.

WE WILL immediately stop any drug testing policy we started without first notifying and bargaining with the Union, and **WE WILL** bargain with the Union until reaching an agreement or a good-faith impasse.

WE WILL within 14 days from the date of the Order of the National Labor Relations Board, offer to all employees who were discharged for failing a drug test during the period of March 1, 2009 to present, immediate and full reinstatement to their former jobs or, if they no longer exist, to substantially equivalent positions without prejudice to their seniority or any other rights or privileges previously enjoyed, and **WE WILL** make each employee whole for any loss of earnings and other benefits suffered as a result of our unlawful conduct.

WE WILL, within 14 days from the date of the Order of the National Labor Relations Board, remove from our files any references to our unlawful discharge of any employee for failing a drug test during the period of March 1, 2009 to present, within 3 days thereafter, notify each employee, in writing, that this has been done and that our unlawful acts will not be used against them in any way.

CG's LAWN & JANITORIAL SERVICE, LLC
(Employer)

Dated: _____ By: _____
Employer Representative

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's Web site: www.nlrb.gov.

600 S. Maestri Place, 7th Floor
New Orleans, LA 70130

Telephone: (504) 589-6361
Hours of Operation: 8:00 a.m. to 4:30 p.m.

FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE Case 15-CA-18985 Date Filed / March 23, 2009

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: CG Janitorial and Lawn Services; b. Tel. No.: (575)714-0459; c. Cell No.: (334)237-0714; d. Address: 1001 Jeanic Drive, Clover, NM 88101-2924; e. Employer Representative: Curtis McDaniel, President; f. Fax No.: (575)763-9060; g. e-Mail: cgmcdaniel@cox.net; h. Number of workers employed: 23; i. Type of Establishment: Service; j. Identify principal product or service: Maintenance Service to Government

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsection) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on February 23, 2009 and continuing to date, the above named Employer, through its officers, agents and representatives, has failed and refused to negotiate a collective bargaining agreement with the Union. On March 20, 2009, the above named Employer, through its officers, agents and representatives, has stated that he will not sign a collective-bargaining agreement with the Union. On about March 20, 2009, the above named Employer, through its officers, agents and representatives, unilaterally implemented a drug testing policy that subjected employees to termination if employees refused to participate in drug testing without notification to and/or bargaining with the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Industrial Technical Professional Employees Union Local 4873

4c. Address: 2222 Bull Street, Suite 200, Savannah, GA 31401-; 4a. Tel. No.: (912)232-6181; 4b. Cell No.: () -; 4d. Fax No.: (912)232-5982; 4e. e-Mail: Dcnnisitpc@aol.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Office Professional Employees International Union

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By Dennis M. Conley, Union Representative; Address: 2222 Bull Street, Suite 200, Savannah, GA 31401-; Date: 3/23/09; Tel. No.: (912)232-6181; Office, if any, Cell No.: () -; Fax No.: (912)232-5982; e-Mail: Dennisitpc@aol.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

15-2009-0410

Solicitation of the information on this form is authorized by the National Labor Relations Board (NLRB) in processing unfair labor practice and related matters...

EXHIBIT 1

to assist form in NLRB is

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CG Janitorial and Lawn Services

Charged Party

and

**Industrial Technical Professional Employees
Union Local 4873**

Charging Party

Case 15-CA-18985

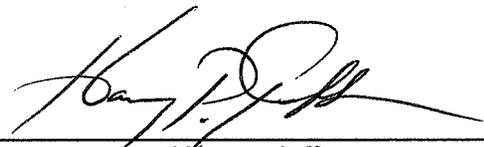
DATE OF MAILING March 24, 2009

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I depose and say that on the date indicated above, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Curtis McDaniel
President
CG Janitorial and Lawn Services
100 Jeanie Drive
Clover, NM 88101-2924

Mr. Dennis M. Conley
Union Representative
Industrial Technical Professional Employees
Union Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401



Harvey Jefferson

DESIGNATED AGENT	Subscribed to and sworn to before me this 24th day of March 2009.
NATIONAL LABOR RELATIONS BOARD	

FORM NLRB-501

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 15-CA-18985	Date Filed May 4, 2009

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer CG Janitorial and Lawn Services	b. Number of workers employed 23
c. Address (street, city, state, ZIP code) 1001 Jeanie Drive Clover, NM 88101-2924	d. Employer Representative Curtis McDaniel President
	e. Telephone No. (575) 714-0459 Fax No. (575) 763-9060
f. Type of Establishment (factory, mine, wholesaler, etc.) contractor	g. Identify principal product or service maintenance service for the government

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), and subsections (1) and (5) of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about February 23, 2009, the above named Employer, through its officers, agents and representatives, has failed and refused to negotiate a successive collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, has stated that he will not sign a collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, told employees that he will negotiate a collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, told employees that he wants the Union out of here.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, unilaterally implemented a drug testing policy that subjected employees to termination if employees refused to participate in drug testing without notification to and/or bargaining with the Union.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, unilaterally told employees that they would be given one percent of the corporation and insurance and a bonus at the end of the year without notification to and/or bargaining with the Union.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, told employees that he wants the Union out of here.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, offered employees benefits to get rid of the Union.

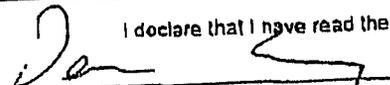
3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Industrial Technical Professional Employees Union Local 4873

4a. Address (street and number, city, state and ZIP code) 2222 Bull Street, Suite 200 Savannah, GA 31401	4b. Telephone No. (912) 232-6181 Fax No. (912) 232-5982
--	--

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Industrial Technical Professional Employees Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.


Signature of representative or person making charge Title Union Representative

Telephone No. (912) 232-6181 Date 5-4-09

Address: Dennis M. Conley
2222 Bull Street, Suite 200
Savannah, GA 31401

Fax No. (912) 232-5982

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CG Janitorial and Lawn Services,

Charged Party

and

**Industrial Technical Professional Employees Union
Local 4873,**

Charging Party

Case 15-CA-18985

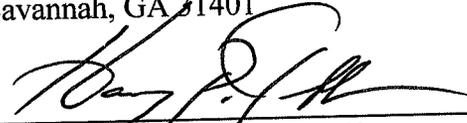
DATE OF MAILING May 4, 2009

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I depose and say that on the date indicated above, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Curtis McDaniel
President
CG Janitorial and Lawn Services
100 Jeanie Drive
Clover, NM 88101-2924

Mr. Dennis M. Conley
Union Representative
Industrial Technical Professional Employees Union
Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401



Harvey Jefferson

DESIGNATED AGENT

NATIONAL LABOR RELATIONS BOARD

Subscribed to and sworn to before me this 4th day
of May, 2009.

FORM NLRB-501

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
15-CA-18985	June 12, 2009

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer CG Janitorial and Lawn Services	b. Number of workers employed 23
c. Address (street, city, state, ZIP code) 1001 Jeanie Drive Clover, NM 88101-2924	d. Employer Representative Curtis McDaniel President
	e. Telephone No. (575) 714-0459 Fax No. (575) 763-9060
f. Type of Establishment (factory, mine, wholesaler, etc.) contractor	g. Identify principal product or service maintenance service for the government
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a) and subsections (1) and (5) of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about February 23, 2009, the above named Employer, through its officers, agents and representatives, has failed and refused to negotiate a successive collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, has stated that he will not sign a collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, told employees that he will not negotiate a collective bargaining agreement with the Union.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, told employees that he wants the Union out of here.

On or about March 20, 2009, the above named Employer, through its officers, agents and representatives, unilaterally implemented a drug testing policy that subjected employees to termination if employees refused to participate in drug testing without notification to and/or bargaining with the Union.

On a date in April 2009, the above named Employer, through its officers, agents and representatives, asked employees to sign a piece of paper to get rid of the Union.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, unilaterally told employees that they would be given one percent of the corporation and insurance and a bonus at the end of the year without notification to and/or bargaining with the Union.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, told employees that he wants the Union out of here.

On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, offered employees benefits to get rid of the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Industrial Technical Professional Employees Union Local 4873

4a. Address (street and number, city, state and ZIP code)

2222 Bull Street, Suite 200
Savannah, GA 31401

4b. Telephone No.
(912) 232-6181

Fax No.
(912) 232-5982

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. Industrial Technical Professional Employees Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Dennis M. Conley
Signature of representative or person making charge

Title Dennis M. Conley, Union Representative

Address: 2222 Bull Street, Suite 200
Savannah, GA 31401

Telephone No. (912) 232-6181

Fax No. (912) 232-5982

Date 6-12-09

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FIN

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CG Janitorial and Lawn Services,

Charged Party

and

**Industrial Technical Professional Employees Union
Local 4873,**

Charging Party

Case 15-CA-18985

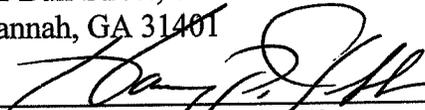
DATE OF MAILING June 12, 2009

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I depose and say that on the date indicated above, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Curtis McDaniel
President
CG Janitorial and Lawn Services
100 Jeanie Drive
Clover, NM 88101-2924

Mr. Dennis M. Conley
Union Representative
Industrial Technical Professional Employees Union
Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401


Harvey Jefferson

DESIGNATED AGENT NATIONAL LABOR RELATIONS BOARD	Subscribed to and sworn to before me this 12th day of June, 2009.
--	---

DO NOT WRITE IN THIS SPACE

THIRD AMENDED CHARGE AGAINST EMPLOYER

Case
15-CA-18985

Date Filed
7/27/09

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer CG Janitorial and Lawn Services		b. Number of workers employed 23
c. Address (street, city, state, ZIP code) 1001 Jeanie Drive Clover, NM 88101-2924		e. Telephone No. (575) 714-0459 Fax No. (575) 763-9060
d. Employer Representative Curtis McDaniel President		
f. Type of Establishment (factory, mine, wholesaler, etc.) contractor	g. Identify principal product or service maintenance service for the government	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), and subsections (1) and (5) of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHMENT

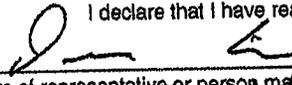
3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Industrial Technical & Professional Employees Union, OPEIU Local 4873

4a. Address (street and number, city, state and ZIP code) 2222 Bull Street, Suite 200 Savannah, GA 31401	4b. Telephone No. (912) 232-6181 Fax No. (912) 232-5982
--	--

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. Office & Professional Employees International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

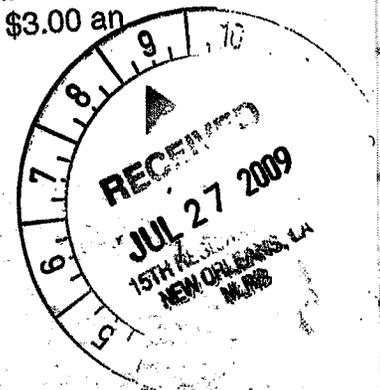
By  Title Dennis M. Conley, Union Representative
Signature of representative or person making charge

Address: 2222 Bull Street, Suite 200 Telephone No. (912) 232-6181 Date 7-23-09
Savannah, GA 31401 Fax No. (912) 232-5982

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

ATTACHMENT TO CG JANITORIAL AND LAWN SERVICES- CASE
NUMBER 15-CA-18985

1. On an unspecified date in March 2009, the above named Employer, through its officers, agents and representatives, unilaterally announced a drug testing policy that subjected employees to termination if employees refused to participate in drug testing without notification to and/or bargaining with the Union.
2. On an unspecified date in March, April or May 2009, the above named Employer, through its officers, agents and representatives, unilaterally announced a drug testing policy without notification to and/or bargaining with the Union.
3. On an unspecified date in March 2009, the above named Employer, through its officers, agents and representatives, unilaterally announced a drug testing policy without notification to and/or bargaining with the Union.
4. On an unspecified date in March, April or May 2009, the above named Employer, through its officers, agents and representatives, unilaterally announced a drug testing policy without notification to and/or bargaining with the Union.
5. On a date in April 2009, the above named Employer, through its officers, agents and representatives, asked employees to sign a piece of paper to get rid of the Union.
6. On or about April 27, 2009, the above named Employer, through its officers, agents and representatives, unilaterally told employees that they would be given one percent of the corporation and a bonus at the end of the year without notification to and/or bargaining with the Union.
7. On an unspecified date in about April or May 2009, the above named Employer, through its officers, agents and representatives, unilaterally told employees that they would be given one percent of the corporation and a bonus at the end of the year without notification to and/or bargaining with the Union.
8. On an unspecified date in about April or May 2009, the above named Employer, through its officers, agents and representatives, undermined the Union and directly dealt with employees by telling them that the Union was robbing them blind and offering to pay the employees the \$3.00 an hour for their health and welfare that it "gives the Union".



ATTACHMENT TO CG JANITORIAL AND LAWN SERVICES- CASE
NUMBER 15-CA-18985

9. On an unspecified date in about April or May 2009, the above named Employer, through its officers, agents and representatives, unilaterally announced to employees that it would give them the \$3.00 an hour for their health and welfare that it "gives the Union".



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CG Janitorial and Lawn Services,

Charged Party

and

**Industrial Technical & Professional Employees Union,
OPEIU Local 4873,**

Charging Party

Case 15-CA-18985

DATE OF MAILING July 27, 2009

AFFIDAVIT OF SERVICE OF THIRD AMENDED CHARGE AGAINST EMPLOYER

I depose and say that on the date indicated above, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Curtis McDaniel
President
CG Janitorial and Lawn Services
1001 Jeanie Drive
Clover, NM 88101-2924
Error! Reference source not found.Error!
Reference source not found.

Mr. Dennis M. Conley
Union Representative
Industrial Technical & Professional Employees
Union, OPEIU Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401

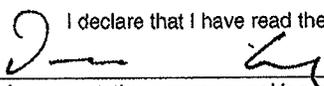

Kelley L. Lindholm

DESIGNATED AGENT NATIONAL LABOR RELATIONS BOARD	Subscribed to and sworn to before me this 27th day of July, 2009.
--	---

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 15-CA-19144	Date Filed July 27, 2009

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer CG Janitorial and Lawn Services	b. Number of workers employed 23
c. Address (street, city, state, ZIP code) 1001 Jeanie Drive Clover, NM 88101-2924	d. Employer Representative Curtis McDaniel President
	e. Telephone No. (575) 714-0459 Fax No. (575) 763-9060
f. Type of Establishment (factory, mine, wholesaler, etc.) contractor	g. Identify principal product or service maintenance service for the government
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), and subsections (1) of the National Labor Relations Act and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>On an unspecified date in about March 2009, the above named Employer, through its officers, agents and representatives informed employees that it would be futile to select the Union as their bargaining representative by telling them that he could do what he wanted to and the Union could not do anything to him.</p>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Industrial Technical & Professional Employees Union, OPEIU Local 4873	
4a. Address (street and number, city, state and ZIP code) 2222 Bull Street, Suite 200 Savannah, GA 31401	4b. Telephone No. (912) 232-6181 Fax No. (912) 232-5982
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Office & Professional Employees International Union	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  Signature of representative or person making charge	Title <u>Dennis M. Conley, Union Representative</u>
Address: 2222 Bull Street, Suite 200 Savannah, GA 31401	Telephone No. <u>(912) 232-6181</u> Date <u>7-23-09</u> Fax No. <u>(912) 232-5982</u>

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CG Janitorial and Lawn Services

Charged Party

and

**Industrial Technical & Professional Employees
Union, OPEIU Local 4873**

Charging Party

Case 15-CA-19144

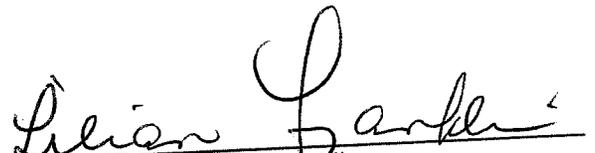
DATE OF MAILING July 27, 2009

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I depose and say that on the date indicated above, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Curtis McDaniel
President
CG Janitorial and Lawn Services
1001 Jeanie Drive
Clover, NM 88101

Mr. Dennis M. Conley
Union Representative
Industrial Technical & Professional Employees
Union, OPEIU Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401


Lilian Franklin

DESIGNATED AGENT

NATIONAL LABOR RELATIONS BOARD

Subscribed to and sworn to before me this
27th day of July 2009.

file

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CG'S LAWN & JANITORIAL SERVICE, LLC

and

INDUSTRIAL TECHNICAL & PROFESSIONAL
EMPLOYEES UNION, OPEIU LOCAL 4873

Case Nos. 15-CA-18985
15-CA-19144 ✓

DATE OF MAILING August 31, 2009

AFFIDAVIT OF SERVICE OF Copy of Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing with Form NLRB-4338, Important Notice and Form NLRB-4668 attached, dated August 31, 2009.

I depose and say that on the date indicated above, I served the above-entitled document(s) by postage paid certified mail and regular mail upon the following persons, addressed to them at the following addresses:

Charged Party #1 Party:

Mr. Curtis McDaniel 575.714.0459
President 575.763.9060 fax
CG's Lawn & Janitorial Service, LLC
1001 Jeanie Drive
Clover, NM 88101
(Certified Mail # 7006 0100 0000 9130 1378)

Charging Party #1 Party:

Mr. Dennis M. Conley 912.232.6181
Union Representative 912.232.5982 fax
Industrial Technical & Professional
Employees Union, OPEIU Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401

Charged Party #1 Additional Service:

Mr. Curtis McDaniel 334.237.1341 cell
President 575.714.0459
CG's Lawn & Janitorial 334.598.2104 fax
Service, LLC
863 N. Daleville Ave.
Daleville, AL 36322
(Certified Mail # 7006 0100 0000 9130 1388)

Charging Party #1 Legal Representative:

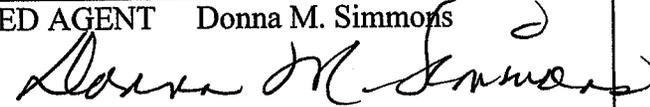
Sidney Kalban, Esq. 212.868.5867
IPTE Union, AFL-CIO 212.868.5869 fax
808th Avenue, Suite 1806
New York, NY 10011

Judge:

Hon. William N. Cates (404) 331-6652
Associate Chief Judge (404) 331-2061 fax
National Labor Relations Board
Division of Judges
401 West Peachtree St., N.W., Suite 1708
Atlanta, GA 30308 (eroom)

Court Reporter:

On-The-Record Reporting, Inc. (512) 450-0342
Attn: Ms. Elizabeth Stoddard (512) 467-6073 fax
3307 Northland Drive, Suite 315
Austin, TX 78731 (email)

Subscribed and sworn to before me on August 31, 2009	DESIGNATED AGENT Donna M. Simmons  NATIONAL LABOR RELATIONS BOARD
---	---

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

* * * * *

CG's LAWN & JANITORIAL SERVICE, LLC

and

INDUSTRIAL TECHNICAL &
PROFESSIONAL EMPLOYEES UNION,
OPEIU LOCAL 4873

Case Nos. 15-CA-18985
15-CA-19144

* * * * *

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Industrial Technical & Professional Employees Union, OPEIU Local 4873, herein called the Union, has charged in Case Nos. 15-CA-18985 and 15-CA-19144 that CG Janitorial and Lawn Services, herein called by its correct name CG's Lawn & Janitorial Service, LLC, and herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, and alleges as follows:

1 (a) The charge in Case No. 15-CA-18985 was filed by the Union on March 23, 2009, and a copy was served by regular mail on Respondent on March 24, 2009.

(b) The first amended charge in Case No. 15-CA-18985 was filed by the Union on May 4, 2009, and a copy was served by regular mail on Respondent on the same date.

(c) The second amended charge in Case No. 15-CA-18985 was filed by the Union on June 12, 2009, and a copy was served by regular mail on Respondent on the same date.

(d) The third amended charge in Case No. 15-CA-18985 was filed by the Union on July 27, 2009, and a copy was served by regular mail on Respondent on the same date.

(e) The charge in Case No. 15-CA-19144 was filed by the Union on July 27, 2009, and a copy was served by regular mail on Respondent on the same date.

2. At all material times, Respondent, a limited liability company, with an office and place of business in Ft. Rucker, Alabama, herein called Respondent's facility, has been engaged in the business of providing grounds maintenance services to the Federal Government at Ft. Rucker, Alabama.

3. (a) Annually, Respondent in conducting its operations described above in paragraph 2 has been engaged in providing grounds maintenance services to the United States valued in excess of \$50,000.

(b) Based on its operations described above in paragraphs 2 and 3(a), Respondent has a substantial impact on the national defense of the United States.

4. At all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Curtis McDaniel	--	Owner and President
Robert Williams	--	Project Manager

7. Respondent, by Curtis McDaniel, at Respondent's facility:

(a) In or about March 2009, a more specific date being presently unknown to Counsel for General Counsel, by telling them that he could do what he wanted to and the Union could not do anything to him, informed its employees that it would be futile for them to select the Union as their bargaining representative; and

(b) In or about April 2009, a more specific date being presently unknown to Counsel for General Counsel, solicited employees to sign a piece of paper to get rid of the Union.

8. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Including all grounds maintenance employees employed by the Employer at its facility located in Ft. Rucker, Alabama. Excluding all office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

9. Since about 2006 and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and since then, the Union has been

recognized as the representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from April 1, 2006 until March 31, 2009.

10. At all times since 2006, based on Section 9(a) of the Act, the Union had been the exclusive collective bargaining representative of the Unit.

11. In or about April or May 2009, a more specific date being presently unknown to Counsel for General Counsel, Respondent, by Curtis McDaniel at Respondent's facility, bypassed the Union and dealt directly with its employees in the Unit by telling them that the Union was robbing them blind and offering to pay the employees directly the \$3.00 an hour for their health and welfare that it was giving to the Union.

12. Respondent, by Curtis McDaniel at its facility in Ft. Rucker, Alabama:

(a) In about March 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent was implementing a drug testing policy that subjected employees to termination if they refused to participate;

(b) In about March, April or May 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent was implementing a drug testing policy;

(c) In about March 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent was implementing a drug testing policy;

(d) In about March, April or May 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent was implementing a drug testing policy;

(e) On about April 27, 2009, told employees that he was giving them one percent of his corporation and a bonus at the end of the year;

(f) In about April or May, 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent was giving them one percent of Respondent's corporation and a bonus at the end of the year; and

(g) In about April or May, 2009, a more specific date being presently unknown to Counsel for General Counsel, told employees that Respondent would pay to employees directly the \$3.00 an hour for health and welfare that Respondent was giving to the Union.

13. The subjects set forth above in paragraphs 11 and 12 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

14. Respondent engaged in the conduct described above in paragraphs 11 and 12 without prior notice to and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

15. By the conduct described above in paragraphs 7 and 12, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

16. By the conduct described above in paragraphs 11 through 14 Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and 8(a)(5) of the Act.

17. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 11 through 14, the General Counsel seeks an order requiring Respondent to bargain with the Union regarding any changes that the Respondent wishes to make in regards to wages, hours, and other terms and conditions of employment of the Unit.

FURTHERMORE, the General Counsel further seeks such other relief as may be appropriate to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before September 14, 2009, or postmarked on or before September 11, 2009.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlrg.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests

exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable 1100 for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

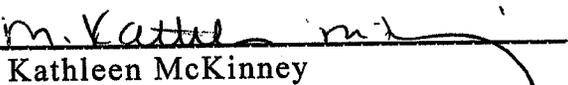
Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 17th day of November 2009, at 10:00 a.m. (CST), at Staff Judge Advocate Room, Third Floor, U.S. Army Aviation Center (USAAVNC), Soldier's Service Center, Building, 5700 – Novosel Street, Ft. Rucker, Alabama, and on consecutive days thereafter until concluded, a hearing will be conducted before

an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at New Orleans, Louisiana, this 31st day of August, 2009.


M. Kathleen McKinney
Regional Director, Region 15
National Labor Relations Board
601 South Maestri Place- Seventh Floor
New Orleans, Louisiana 70130

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case Nos: 15-CA-18985
15-CA-19144

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; *and*
- (5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Mr. Dennis M. Conley
Union Representative
Industrial Technical & Professional
Employees Union, OPEIU Local 4873
2222 Bull Street, Suite 200
Savannah, GA 31401

Sidney Kalban, Esq.
IPTE Union, AFL-CIO
808th Avenue, Suite 1806
New York, NY 10011

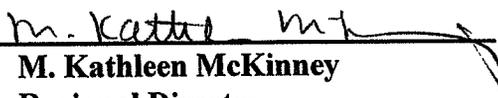
Mr. Curtis McDaniel
President
CG's Lawn & Janitorial Service, LLC
1001 Jeanie Drive
Clover, NM 88101

Mr. Curtis McDaniel
President
CG's Lawn & Janitorial
Service, LLC
863 N. Daleville Ave.
Daleville, AL 36322

IMPORTANT NOTICE

The date, which has been set for hearing in this matter, should be checked immediately. If there is proper cause for not proceeding with the hearing on that date, a motion to change the date of hearing should be made within fourteen (14) days from the service of the complaint. Thereafter, it may be assumed that the scheduled hearing date has been agreed upon and that all parties will be prepared to proceed to the hearing on that date. Later motions to reschedule the hearing generally may not be granted in the absence of a proper showing of unanticipated and uncontrollable intervening circumstances.

All parties are encouraged to fully explore the possibilities of settlement. Early settlement agreements prior to extensive and costly trial preparation may result in substantial savings of time, money and personnel resources for all parties. The Board agent assigned to this case will be happy to discuss settlement at any mutually convenient time.


M. Kathleen McKinney
Regional Director

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Curtis McDaniel
 President
 CG's Lawn & Janitorial
 Service, LLC
 863 N. Daleville Ave.
 Daleville, AL 36322

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Curtis McDaniel

- Agent
- Addressee

B. Received by (Printed Name)

Curtis McDaniel

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7006 0100 0000 9130 1385

PS Form 3811, February 2004

Domestic Return Receipt

18985, 19144

02595-02-M-1E

UNITED STATES POSTAL SERVICE



02 SEP 2009 PM 3:27

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

EP-4 PM 3:27

REC-15
 NEW ORLEANS, LA 70133-8852
F. Edward Hebert Federal Building
National Labor Relations Board
600 South Maestri Place, 7th Floor
New Orleans, LA 70130-3408





[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7006 0100 0000 9130 1385**

Service(s): **Certified Mail™**

Status: **Delivered**

Your item was delivered at 11:16 AM on September 2, 2009 in DALEVILLE, AL 36322.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

[Site Map](#)

[Customer Service](#)

[Forms](#)

[Gov't Services](#)

[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gateway](#)

Copyright© 2009 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA



USPS Internet
Tracking System



Business Customer
Gateway

EXHIBIT 13

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Curtis McDaniel
 President
 CG's Lawn & Janitorial Service, LLC
 1001 Jeanie Drive
 Clover, NM 88101

2. Article Number
(Transfer from service label)

7006 0100 0000 9130 1378

PS Form 3811, February 2004 CPT Domestic Return Receipt 18985, 19144 102595-02-M

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Margaret McDaniel Agent

B. Received by (Printed Name)

NEW ORLEANS, LA 70112-372

C. Date of Delivery

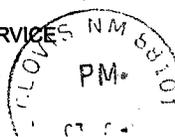
D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

F. Edward Hebert Federal Building
 National Labor Relations Board
 600 South Maestri Place, 7th Floor
 New Orleans, LA 70130-3408





United States Government

NATIONAL LABOR RELATIONS BOARD

Region 15

1515 Poydras Street, Suite 610

New Orleans, LA 70112-3723

Telephone 504/589-6363

September 15, 2009

Re: CG's Lawn & Janitorial Service, LLC

Fort Rucker, Alabama

Case Nos. 15-CA-18985

15-CA-19144

(Sent via Certified Mail/RRR)

Mr. Curtis McDaniel
President
CG's Lawn & Janitorial Service, LLC
1001 Jeanie Drive
Clover, NM 88101

Mr. Curtis McDaniel
President
CG's Lawn & Janitorial Service, LLC
863 N. Daleville Ave.
Daleville, AL 36322

Dear Mr. McDaniel:

Please find enclosed a copy of the Complaint and Notice of Hearing that issued on August 31, 2009, in the above-entitled matter.

To date, you have not filed an appropriate answer to the complaint, which issued in the above-captioned matter. I am enclosing a copy of Sections 102.20 through 102.23 of the Board's Rules and Regulations, which deal specifically with the filing of an answer to the complaint. You will note that Section 102.20 provides:

The respondent shall, within 14 days from the service of the complaint, file an answer thereto. The respondent shall specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless

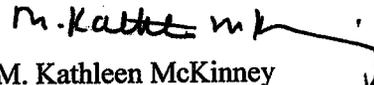
EXHIBIT 15

the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board.

At this time, I am writing to advise you that unless we receive an answer to the complaint which complies with the Board's Rules and Regulations enclosed herewith by the close of business, September 22, 2009, we will file a Motion for Default Judgment with the Board urging that the Board deem all allegations of the complaint not specifically denied or explained, to be true.

If you have any questions, please call Deputy Regional Attorney Sandra L. Hightower at (504) 589-6363.

Very truly yours,


M. Kathleen McKinney
Regional Director

Enclosures

MKM/dms

CERTIFIED MAIL No. 7006 0100 0000 9130 1859
RETURN RECEIPT REQUESTED

CERTIFIED MAIL No. 7006 0100 0000 9130 1422
RETURN RECEIPT REQUESTED

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>Mr. Curtis McDaniel President CG's Lawn & Janitorial Service, LLC 1001 Jeanie Drive Clover, NM 88101</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7006 0100 0000 9130 1422</p>
<p>PS Form 3811, February 2004 ^{no ans} Domestic Return Receipt ^{CG'S} 18985 ¹⁸⁹¹⁴⁴ 102595 ^{PM540}</p>	

UNITED STATES POSTAL SERVICE

LOUISVILLE, KY 40203

NOV 15 2005

NATIONAL LABOR RELATIONS BOARD

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

NEW ORLEANS, LA 70112-3720

F. Edward Hebert Federal Building
National Labor Relations Board
600 South Maestri Place, 7th Floor
New Orleans, LA 70130-3408

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Curtis McDaniel
 President
 CG's Lawn & Janitorial Service, LLC
 863 N. Daleville Ave.
 Daleville, AL 36322

2. Article Number
(Transfer from service label)

7006 0100 0000 9130 1859

PS Form 3811, February 2004

Domestic Return Receipt

CG'S 18285 102505-01

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Celina Harper*

- Agent
- Address

B. Received by (Printed Name)

CELINA HARPER

C. Date of Delivery

9-25-01

D. Is delivery address different from item 1?

- If YES, enter delivery address below: Yes
- No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

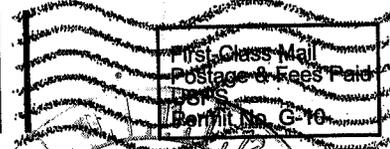
4. Restricted Delivery? (Extra Fee)

- Yes

UNITED STATES POSTAL SERVICE

MONTGOMERY AL 361

25 SEP 2000 PM 4 L



• Sender: Please print your name, address, and ZIP+4 in this box •

F. Edward Hebert Federal Building
 National Labor Relations Board
 600 South Maestri Place, 7th Floor
 New Orleans, LA 70130-3408

