

BC Industries, Inc., wholly owned by Columbia Portland Cement Company, wholly or partially owned by Columbia Holding Company, Inc. and/or SME Industries, Inc., wholly owned by Frank Carlow Irrevocable Trust Fund and/or Mountaineer Builders Supply Company, wholly owned by Frank V. Carlow and/or Frank V. Carlow and Teamsters Local Union No. 789 a/w International Brotherhood of Teamsters, AFL-CIO.¹ Cases 6-CA-21393, 6-CA-21851, and 6-CA-21928

July 13, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On August 2, 1991, Administrative Law Judge Hubert E. Lott issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondents filed an answering brief.

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

The Board has considered the decision and record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,² and conclusions and to adopt the recommended Order as modified.³

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that Respondent BC Industries, Inc., Morgantown, West Virginia, and Respondent Premiere Concrete Products, Inc., Bellaire, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Add the following as paragraph 2(e) and reletter the following paragraph.

“(e) Mail signed and dated copies of the attached notice marked ‘Appendix A’ to the last known address of all unit employees as of the date of the closing of the Morgantown, West Virginia facility and the relocation of the Fairmont, West Virginia facility. Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent’s

authorized representative, shall be mailed immediately on receipt.”

²The General Counsel has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), endf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

No exceptions were filed to the judge's finding that Respondent BC Industries, Inc. (BCI) unlawfully failed to notify and bargain with the Union over the effects of closing its Morgantown and Fairmont plants.

We agree with the judge that Respondent BCI did not violate the Act by failing to bargain over its decisions to close the Morgantown plant and to close and relocate the Fairmont plant. The judge correctly found that all three decisions were motivated solely by economic considerations. It is well established that an employer's decision to close part of its business for purely economic reasons is not a mandatory subject of bargaining. *First National Maintenance Corp. v. NLRB*, 452 U.S. 666 (1981). With respect to the alleged duty to bargain over the relocation decision, we note that in his exceptions the General Counsel argues solely that the decision was unlawfully motivated, and expressly declines to make an argument based on the Board's analysis in *Dubuque Packing Co.*, 303 NLRB 386 (1991).

We also agree with the judge that Respondent BCI did not violate the Act by failing to furnish the Union the information it requested on February 17, 1989. The information request was made for the express purpose of bargaining over Respondent BCI's decision to close the Morgantown plant. Because Respondent BCI had no statutory obligation to bargain about the partial closure decision, we find that it had no duty to furnish information for that purpose. See *Cowles Communications*, 172 NLRB 1909 (1968) (duty to furnish information stems from the underlying statutory duty to bargain with respect to mandatory subjects of bargaining). We note that in the information request, the Union also asked: “What relation BCI has with Mountaineer Building Supply” (MBS). In light of the general nature of this inquiry, we find that Respondent BCI adequately satisfied its obligations on this score by its prior communication to the Union that MBS was a separate corporation with separate stockholders and officers, and was not to be construed as a part of BCI.

³We modify the judge's recommended remedy to provide that interest shall be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). In light of the fact that Respondent BCI closed its Morgantown plant and relocated its Fairmont plant, we shall also modify the judge's recommended Order to require the mailing of copies of the notice to all unit employees employed at the time of the closing and the relocation.

Kim Siegert, Esq., for the General Counsel.

John C. Ross, Esq. (Ross & Robinson), of Canton, Ohio, for Respondent BC Industries.

E. Donald Ladoy, Esq. (Cohen & Griashby), of Pittsburgh, Pennsylvania, for Respondent Mountaineer Builders Supply.

DECISION

STATEMENT OF THE CASE

HUBERT E. LOTT, Administrative Law Judge. This case was heard in Fairmont, West Virginia, on December 3, 4, and 5, 1990, on unfair labor practice charges and amended charges filed on November 9, 1988, June 5, 1989, and July 10, 1989, by Teamsters Local Union No. 789 (the Union),

¹The name of the Charging Party has been changed to reflect the new official name of the International Union.

against the above Respondents alleging violations of Section 8(a)(1), (3), (4), and (5) of the Act. The consolidated complaint issued August 10, 1990.

The issues in this case are whether or not Mountaineer Builders Supply Company (MBS) and/or Frank V. Carlow are the alter ego employers of BC Industries (BCI).¹ Whether Respondent MBS violated Section 8(a)(1), (3), (4), and (5) of the Act by refusing to hire former BCI employees and failing to apply BCI labor agreement to its unit employees. Whether BCI violated Section 8(a)(1), (3), and (5) of the Act when it closed its Morgantown and Fairmont, West Virginia plants and failed to bargain over the decision and its effects. Whether BCI Fairmont violated Section 8(a)(5) of the Act by refusing to furnish information to the Union over the closure and whether or not BCI violated Section 8(a)(5) of the Act by refusing to negotiate a new contract.

Respondent's answer to the complaint, duly filed, denies the commission of any unfair labor practices.

The parties were afforded an opportunity to be heard, to call, to examine and cross-examine witnesses, and to introduce relevant evidence. Since the close of hearing briefs have been received from the parties.

On the entire record and based on my observation of the witnesses, and in consideration of the briefs submitted, I make the following

FINDINGS OF FACT

I. JURISDICTION

BC Industries, Inc., an Ohio corporation with an office and place of business in Morgantown, West Virginia, has operated ready-mix batch plants in various States of the United States including Ohio, West Virginia, and Pennsylvania where it is engaged in the nonretail sale of concrete. During the 12-month period ending October 31, 1988, BCI, in the course and conduct of its business operations, purchased and received at its Morgantown and Fairmont, West Virginia facilities products, goods, and materials valued in excess of \$50,000 directly from points outside the State of West Virginia.

Mountaineer Builders Supply Company (MBS), a Delaware corporation, has an office and place of business in Morgantown, West Virginia, where it operates a ready-mix concrete batch plant and is engaged in the nonretail sale of concrete. During the 12-month period ending October 31, 1989, MBS, in the course and conduct of its business operations purchased and received at its Morgantown, West Virginia facility products, goods and materials valued in excess of \$50,000 directly from points outside the State of West Virginia.

Premiere Concrete Products, Inc., a Delaware corporation, is the successor to BCI since April 1, 1990. Premiere has an office and place of business in Bellaire, Ohio, and during the past 12 months, a representative period, it has sold and shipped goods valued in excess of \$50,000 to points and places directly outside the State of Ohio. It also purchased and received goods valued in excess \$50,000 from points directly outside the State of Ohio.

¹ Effective April 1, 1990, Premiere Concrete Products, Inc. became the successor of BC Industries, Inc.

Counsel for Respondents admit and I find that BCI, MBS, and Premiere Concrete are employers engaging in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Counsel for Respondents further admit, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *Alleged Refusal-to-Bargain Conduct*

The Belot family began the BCI operations in the 1930s. By the mid-1970s, sons Joe and John Belot owned and operated the Company which by the mid-1980s had facilities or operations in Straton, Stubenville, Tiltonsville, Mingo Junction, Bellaire, Ohio, and Morgantown, Fairmont, and Weston, West Virginia, and Enon, Pennsylvania. All these locations were under Teamsters' union contract. In November 1984, Columbia Portland Cement Company (Columbia) acquired 60 percent of the BCI stock in exchange for debts owing on cement supplied to BCI which was undergoing financial difficulties because of a decreasing market for ready-mix concrete. In October 1985, Columbia's stock ownership increased to 80 percent and the Belot Brothers' was reduced to 20-percent ownership. In April 1988, Columbia owned 100 percent of the BCI stock. Columbia, which is controlled by Frank and his son Michael Carlow, continued to have John and Joseph Belot manage BCI. Joe Belot directed sales while John Belot managed production and administration. Both brothers handled labor relations. During this period of time, BCI maintained its own office force, supervisory staff, drivers, and equipment. BCI continued to perform its own accounting functions and filed separate income tax returns, although it utilized the computer of Standard Machine and Equipment Company (S.M.E.) in Uniontown, Pennsylvania, to process its payroll.

BCI took possession of the Morgantown and Fairmont, West Virginia facilities in January 1983, after purchasing an option to buy the plants in 1982. The Morgantown plant is stationary while the Fairmont facility is portable. Both facilities were situated on leased property.

The Teamsters Union has represented BCI employees at Morgantown and Fairmont under one collective-bargaining agreement since 1970. The most recent collective-bargaining agreement was effective from May 1, 1986, to April 30, 1989, and the unit covered by the agreement includes: truck-drivers, warehousemen, batchmen, yardmen, helpers, block plant employees, and precast plant employees. On balance the Union and BCI had a good working relationship over the years.

John Belot, president of BCI, testified that BCI's Morgantown, West Virginia facility was not a profitable operation and it lost money. BCI Morgantown was located on leased property from Victory Rental. Although Belot was able to negotiate a year's extension of the lease in December 1986, BCI thereafter became a month-to-month tenant. Belot tried to negotiate for the sale of the property but Victory wanted it for development purposes and set a prohibitive price. According to Belot, the EPA was going to require the installation of a water purification system at the Morgantown plant. Belot was not in favor of investing any more money in Morgantown because the market was deteriorating. Frank Carlow, a member of the board of directors of BCI through

Columbia Cement, testified that investing in BCI Morgantown would have been "putting good money after bad." He stated that they were losing money, their reputation was bad, and he couldn't see investing more money in BCI. John Belot discussed the financial situation at BCI Morgantown with Michael Carlow and they decided to close the plant. On March 11, 1988, Morgantown BCI was closed and the eight employees working there were transferred to BCI Fairmont.

Prior to the BCI Morgantown closing, BCI closed its Straton and Bellaire, Ohio plants in 1983, and its Stubenville plant in 1985. The Enon, Pennsylvania plant sat idle for 3 years from 1986 and all the employees were laid off.

Union President VanHorn testified that he was notified of the closure by his business agent, Charles Morrison, on March 11, 1988. Morrison serviced the BCI Morgantown and Fairmont contracts. VanHorn knew that BCI Morgantown was losing its lease and was not surprised when it closed down.

Luther Lynch, union shop steward at BCI, testified that from the closing of BCI Morgantown to August 1988, BCI Morgantown Plant Manager Robert Hook and David Schofield told him that employees would be working out of the Fairmont plant until excavation work was completed and a new plant was built. In April 1988, unit employees reported to VanHorn that a road was being constructed and a new batch plant was being built "up on the hill." VanHorn attempted to call BCI President John Belot at his office in Bellaire, Ohio. He left messages with Belot's secretary but his two telephone calls were not returned.

In April 1988, the BCI Morgantown plant was torn down and certain equipment was sold to MBS which was the name of the company building the batch plant "up on the hill." The invoice lists the following items which were sold at book value because BCI estimated that it would be too expensive to move equipment elsewhere: office trailer \$2413, two 15-ton hoppers \$6500, fuel tank \$500, forklift \$2349, fly ash bin \$1937, office furniture \$1076, and conveyor \$2100. Total—\$16,876. According to Mark Sharp, vice president for development at MBS, the hoppers and conveyor were never used and the BCI batch plant was scrapped. This invoice was offset by reclamation work done for BCI by MBS valued at \$7300. The rest of the bill was never paid. When the Fairmont plant was closed a testing lab and garage doors were sent to MBS at no cost. In March 1988, Sharp took measurements and helped install a fly ash bin which had been brought from Morgantown to Fairmont.

During the summer of 1988, unit employees noticed Robert Hook who was still employed at BCI, at the MBS construction site frequently observing the progress of construction. When they needed to contact him they called the old BCI number at the office trailer which had been moved from BCI Morgantown to MBS. The phone was answered "BCI." Sometime after construction began at MBS, employee Dale Kisner testified that he and Supervisor Larry Petro were at the Fairmont facility. Kisner overheard Petro telling customer Roy Sexton that they had an interest in the new plant being constructed.

In August 1988, Lynch asked Hook about jobs at MBS for the employees. Hook said he had nothing to do with MBS. Lynch asked him why he was there all the time and Hook said he was just overseeing the project. Although Lynch never applied for a job at MBS, in December 1988, he asked

Hook and David Schofield, a consultant for U.S. cement, how to get a job there. They referred him to the state unemployment office (Job Partnership Training Assistance).

In 1988 Carl Jones was state project supervisor for a bridge construction project for which BCI supplied concrete. Problems arose with the concrete meeting specifications. David Schofield and Jones discussed the matter. Jones testified that he told Schofield that the problem with the concrete was related to the distance BCI was hauling it from Fairmont to the jobsite. According to Jones, Schofield replied that they would be resolving that problem because they already shut down the BCI operation in Morgantown and the operations in Fairmont would be closed and that he would be hauling out of the new facility. According to Jones, Schofield said they were having problems with the unit people there throughout the life of those jobs and they would be getting new people to handle the work at the new plant they were opening up. Schofield added that when they opened up, union personnel would not be coming over there. Schofield also mentioned that other suppliers were nonunion. Jones admitted on cross-examination that in his sworn affidavit dated November 30, 1990, he didn't mention length of haul as a problem or that Schofield mentioned closing BCI Morgantown. He further admitted that Schofield didn't mention union personnel or money but limited his remarks to non-union suppliers. Then he admitted that there was nothing in his affidavit about nonunion suppliers.

In August 1988, the employees notified VanHorn that the batch plant was set up at the new site and would operate under the name of MBS. VanHorn again tried to call John Belot but was unsuccessful in reaching him. On August 26, 1988, he wrote a letter to BCI in Bellaire, Ohio, stating that he had been advised that a company called MBS would shortly be operating a batch plant. He claimed the work for his members under the existing contract and requested a meeting before the new plant opened. On September 2, 1988, MBS commenced operations making ready-mix cement.

In a letter dated September 19, 1988, John Belot informed VanHorn that MBS and BCI were separate corporations with separate officers and stockholders and that MBS was not covered under the labor agreement between BCI and the Union. He requested that VanHorn direct correspondence concerning this matter to MBS.

Luther Lynch testified that in October 1988, he asked Schofield about being hired at MBS. Schofield said he had nothing to do with MBS and asked why they needed a union anyway because the Union would not back up its members when the Company lost the Riverview Memorial Hospital job because of price. Lynch said if the Company approached them they could work something out.

Employee Dale Risner testified that in October 1988, he talked to Supervisor Larry Petro at the Fairmont plant. He asked Petro why they were doing this to us, referring to the new plant. Petro responded that it was to prove a point to the Union. Kisner said the Union had gone along with the Company in the past. He further testified that some time before March 11, 1989, Robert Hook told him that they would transfer employees to the Fairmont plant when Morgantown closed and then transfer employees to the plant on the hill when it was completed. On cross-examination, Kisner admitted that neither of these statements appeared in his sworn affidavits dated December 1988 and June 1989.

Lynch testified that on November 30, 1988, at the Fairmont trailer, Larry Petro was overheard telling a customer that he couldn't supply concrete and they should go to MBS. He said he heard this a couple of times. Lynch asked why he was turning down orders and Petro replied that the Company said not to take any more concrete orders.

According to Luther Lynch, on January 10 and 11, 1989, Larry Petro told the employees at the Fairmont plant they were being permanently laid off. They received their final paychecks and vacation pay. Petro said the trucks were to be moved to Bellaire, Ohio.

Lynch testified that he, Dale Risner, and Robert Tomago applied for jobs with MBS through the unemployment office (Job Partnership Training Assistance) but were turned down because they had earned too much money.

VanHorn, after receiving the layoff information from employees, called John Belot and related what he had been told. Belot assured him the Fairmont plant was not permanently closed and the employees would be recalled as soon as there was work. VanHorn took no further action at that time.

VanHorn testified that he wrote a letter to BCI dated February 17, 1989, accusing the Company of closing the Fairmont plant without notifying the Union or giving the Union an opportunity to bargain over the decision or the effects. In the same letter VanHorn requested a meeting and information on the reason for closing, disposition of customers and equipment, relationship between BCI and MBS, and letters, reports, and documents.

Belot responded in a letter dated February 24, 1989, wherein he advised VanHorn that the plant had not been closed and the employees terminated. He explained that it had been shut down due to lack of work and it would be reopened and employees called back as soon as work became available in the Fairmont area.

VanHorn in a letter dated February 28, 1989, gave John Belot notice of the Union's desire to negotiate changes in the existing contract that was due to expire on April 30, 1989. Additional unfair labor practice charges were filed by the Union on June 5, 1989, and July 10, 1989.

On October 17, 1989, Belot wrote a letter to VanHorn informing him that the Company was bidding on a mine subsidence job in Fairmont and if successful they would utilize the Fairmont plant. He requested a list of Fairmont drivers that would be available. On October 23, 1989, the Union supplied the requested list.

On December 5, 1989, Belot wrote a letter to the Union informing it that BCI had obtained a contract to furnish concrete to the Bailey Mine in Enon, Pennsylvania, and they would be contacting union members that week utilizing the list furnished by the Union on October 23, 1989.

On December 13, 1989, the Union and Company held a meeting at the Union's Fairmont hall. Belot explained to VanHorn and the union members about the Bailey mine project in Enon and his intention to utilize not only Fairmont drivers but drivers from other BCI locations and that the Fairmont portable plant would be moved to Enon, Pennsylvania. Mike Roman, BCI's labor consultant, accompanied Belot and they both agreed to submit a contract proposal to the Union.

On December 20, 1989, the Company submitted its contract proposal to the Union and according to VanHorn it was rejected because it was concessionary, reducing wages and

benefits below the old contract rates. In December 1989, VanHorn talked to Belot informing him of the employees decision to reject the contract offer. Belot said he would contact VanHorn but nothing occurred.

Robert Rinsley, an employee at the Fairmont plant testified that Larry Petro, in reply to his question about working at MBS, advised him to make application with the unemployment office. He never had an interview or a job offer. In June 1989, he talked to David Lowther about a job with MBS. Lowther said he would talk to Schofield and get back with him. He was never contacted.

BCI employee Harlan Miller testified that when he asked Petro about working for MBS, Petro told him that it was a different company. He further testified that on April 26, 1989, he had another conversation wherein Petro asked whether Miller was working. Miller said no. Petro asked if he knew anything about the labor charges. Miller said no. Petro then said that the only way he (Petro) would get his job back was if we won our case.

Miller further testified that on May 12, 1989, he was in the Star City Laundromat when he met Dave Lowther who gave him his card which indicated that Lowther was operations manager of MBS. Miller asked for a job. Lowther replied that as long as there are labor relations charges against the Company, he could not hire him or anyone else.

On April 12, 1990, Miller received a call from unemployment asking him to call MBS. He called a woman named Rosemary at MBS who told him they were looking for someone in the future.

Miller admitted on cross-examination that when working at BCI Dave Lowther was assigned his job as batch man and he was assigned to driving a truck which was less desirable. Miller also admitted keeping a notebook of important events that occurred but did not make a note of the May 12 encounter with Lowther.

Henry Hart, a BCI employee who last worked on December 7, 1987, and was released from workmen's compensation on January 17, 1989, testified that he talked to Dave Lowther several times in April and May 1989, about a job at MBS. Lowther said he was going to hire when the weather broke. He never heard from Lowther.

On May 30, 1989, he met Lowther at the firemen's parade at Star City and asked him for a job. Lowther said his hands were tied, he couldn't hire any BCI drivers until this thing was settled. He asked Hart if had heard anything and Hart said no.

John Belot testified that when he finished the mine subsidence job in January 1989 there was no more work at the Fairmont plant and since the portable plant was not winterized, he temporarily shut it down and laid off the employees. He stated that he scanned the Dodge Reports for jobs, the salesmen submitted bids on every job in the Fairmont area, and he made personal calls to get work for Fairmont but was unsuccessful. Belot told VanHorn in February 1989 that as soon as the Company found work for the men, he would contact VanHorn to begin negotiations for the labor agreement. VanHorn agreed. Finally on December 5, 1989, BCI obtained the mine contract in Enon, Pennsylvania. He and Roman submitted a contract proposal to the Union on December 20, 1989, which was rejected. The portable plant in Fairmont was not moved to Enon until June 1990, when it was staffed with Teamsters from Bellaire and Stubenville.

Belot testified that in reply to VanHorn's letter of February 17, 1989, he told VanHorn that the reason for closing Fairmont was because the market was flat, there was not one major job in the Fairmont area. He further told VanHorn that he had only two customers and they moved out of the area once the mine subsidence jobs were over. He also explained that the Fairmont equipment was moved to BCI's other locations and sat idle. He testified that he already explained to VanHorn in a letter dated September 19, 1988 that BCI and MBS were separate corporations and he had nothing to do with Mountaineer.

Belot stated the Michael Roman works as an industrial relations director for U.S. Cement. He aided Belot as a paid consultant in 1989 and thereafter has the same job with S Rock Cement of France. Belot stated that he and his brother ran BCI and he, as president, was responsible for the operations. Frank Carlow had nothing to do with the operations of BCI, but he attended board of directors meetings.

Mark Sharpe testified that he was hired by Frank Carlow as vice president of development. In February 1988, Sharp surveyed a tract of land near Morgantown. Later Sharpe recommended that a ready-mix facility could be built on the property. Frank Carlow approved the design and directed that the plant be built on property owned by First Commerce Investment Company. Sharpe started excavation of the property in May 1988. He built a state-of-the-art ready-mix plant and hired a five-man crew who began construction of the plant in June. The Mountaineer plant is a permanent, all-weather facility which cost approximately \$350,000. It is built into the hillside to accommodate a continuous truck turnaround for unloading and is heated with a fuel efficient hot water system. The MBS plant was completed and ready for production of concrete on September 2, 1988. Robert Hahn, a former Marcus Paulson plant manager was hired as vice president of operations in September 1988 because he had experience operating a ready-mix plant. David Lowther, a batch plant operator and former union shop steward at BCI was hired in September 1988 to be operations manager at MBS. In October 1988, Robert Hook who was a former BCI general manager was hired as a sales supervisor at MBS. He retired in February 1989, but was retained by MBS as a consultant.

Sharpe testified that Hook was usually making sales calls for BCI and would drop in to see how things were going. According to Sharpe, he used Hook's knowledge of the concrete business to help him locate contractors and suppliers and to help him with other problems because Sharpe's knowledge of the ready-mix business in the area was limited.

Sharpe testified that Hook had no supervisory authority at MBS until he was hired in September 1988. The only other BCI employee hired was L. Lenhart. Other operating employees were hired through the West Virginia State Office of Employment beginning in September 1988 pursuant to a Federal job training program agreement which the State administered.

In May MBS had one employee. In June 1988 three employees were on the payroll. The number rose to five for payroll period ending, September 3, 1988. From September 17, 1988, through February 4, 1989, the number of employees remained constant at eight. Frank Carlow set the wage and benefit level for these employees.

Sharpe testified David Schofield was a technical advisor working for U.S. Cement who sold cement to MBS. He was not employed by MBS until he was hired as a supervisor in August 1989. While working for U.S. Cement, Schofield instructed MBS drivers on how to clean and maintain their trucks. He had no supervisory authority until hired by MBS.

Sharpe stated that MBS had its own telephone number plus the old BCI telephone number which was retained after BCI canceled it, in order to stay in contact with contractors. He stated that the Union was never considered when hiring for MBS nor did the Union ever make a demand for recognition on MBS. He also testified that he never changed his hiring practices because of the unfair labor practice charges filed. He still hired through the state employment agency.

Lawrence Petro testified that he worked at Fairmont BCI from April 1, 1988, to January 1989, when he laid off all the Fairmont employees. He asserted that he never told employees that BCI would no longer be in West Virginia. He further testified that he did refer some customer orders to MBS because they were too small. Furthermore, Fairmont was engaged in a mine-grout job and their bins contained stone, sand, and fly ash which could not be used in pouring residential driveways. He stated that he referred Bob Kinsley to the unemployment office if he wanted to apply for a job at MBS and he never told Dale Kisner that they were trying to prove a point to the Union. He finally testified that although he talked by telephone with Harlan Miller in April 1989 about finishing a patio at his home, he never discussed NLRB charges with him.

David Schofield testified that from 1986 to August 1989, he worked as a technical advisor for U.S. Cement in Poland, Ohio. In that capacity he visited various U.S. Cement customers in an effort to help them correct problems with their trucks, ready-mix, raw cement, and sand. He visited BCI Morgantown infrequently and Fairmont less than Morgantown. From August 1988 to August 1989, he visited MBS sometimes once a week and sometimes once a month. As technical advisor he instructed employees as well as management on how to correct their problems but he had no supervisory authority. And he had no supervisory authority at MBS until he was hired by Michael Carlow as plant manager in August 1989. He testified that he never told Butch Lynch, or any employee during the period from March 1988 to August 1988, that employees would be moving from BCI Morgantown to MBS, nor did he tell them they would be hired by MBS. He stated that BCI lost a job to a nonunion competitor. He asked Lynch why the Union wasn't supporting BCI employees in getting the work back because the hospital job was completely union. He told Lynch or any employee asking about a job at MBS that they should apply to job service.

On August 18, 1988, he testified he had an argument with Carl Jones over whether BCI concrete met standards. He stated that he never told Jones that after they closed Fairmont they would be hauling concrete from MBS or they were having problems with the Union. He never told Jones he was general manager of MBS but he did overhear Dave Lowther tell Jones he was quitting BCI to become operations manager at MBS. He never told Bowther not to hire BCI employees or not to hire them until unfair labor practice charges are resolved. He stated that when MBS was hiring through job service, he received 50 job applications per week.

Frank Carlow testified that he was directly involved in the construction and hiring at MBS but that he was not involved in the management of BCI or the day-to-day operations of that company. He played no part in the closing of the BCI plants. Labor relations are handled by his various companies and he does not get involved. BCI is a self-operating company and he is not informed about labor relations decisions. There is no relationship between MBS and BCI and he never paid the debts of BCI and refused to invest more money in BCI because it had a bad reputation. He may have visited Fairmont once when he first bought the Company but that was all. The Union had nothing to do with building MBS. The reason he built MBS was to get into the ready-mix and building supply business with customers from his Marcus Paulson Company.² He stated that MBS bought equipment from BCI but most of it was never used. He finally testified that he owns 25 or 30 companies and 75 percent of them are unionized.

A check of the records indicates that only 17 percent (28 of 169) of former BCI customers are presently customers of MBS, while 21 percent (15 of 72) of former BCI suppliers are presently suppliers of MBS.

III. ANALYSIS AND CONCLUSIONS

A. Alleged Refusal-to-Bargain Conduct

1. Single employer status of MBS and BCI

(a) Ownership

The evidence indicates that Frank Carlow owns both BCI and MBS. Carlow gained complete control over BCI in April 1988 through an arm's-length transaction of stock for debt.

(b) Common management and control

The evidence indicates that John Belot manages the day-to-day operations of BCI with virtually no input from Frank and Michael Carlow. Belot consulted with Michael Carlow before he closed the Morgantown BCI plant but he unilaterally moved the Fairmont plant and laid off the Fairmont employees as president of BCI. Furthermore, although Michael Roman assisted Belot in the labor relations area, VanHorn and the Union always looked to John Belot when labor relations problems arose. On the other hand, Frank Carlow handled the labor relations (wages and benefits) at MBS. Mark Sharpe did the initial hiring which was later turned over to David Lowther who did the hiring through a Government program established by Sharpe.

Frank Carlow and John Belot gave undisputed testimony that Carlow had virtually no management input into the BCI operation.

The only evidence of common supervision was testimony that Robert Hooks spent time at the MBS construction site during the summer of 1988. But there was no evidence (except the uncorroborated statement of Lynch which I discredit) that he exercised any supervisory control over the MBS operations before he was hired by that company. Sharpe credibly testified that he had none. There was some testimony that David Schofield gave orders to BCI and MBS

²Marcus Paulson is a building supply company located in Denbo, Pennsylvania, which is owned by Frank Carlow.

drivers but that was rebutted by Schofield's testimony that correcting problems was part of his job as a technical advisor and he visited these locations infrequently. I credit his testimony and corroborating evidence that Schofield had no supervisory authority at either location before he was hired as plant manager of MBS in August 1989. The evidence further does not support a finding of agency.

Accordingly, I find that there was no substantially identical management or supervision at BCI and MBS.

(c) Employee interchange

The evidence indicates that MBS hired Robert Hook and David Lowther after they resigned from BCI. One other BCI employee (L. Lenhart) was hired by MBS after he resigned. Aside from this, there was no employee interchange between the two companies.

(d) Business purpose

The purpose of both companies was to produce ready-mix concrete. However, the Morgantown BCI permanent plant had been closed, dismantled, and scrapped 6 months before MBS opened for business at a different location. According to Carlow's unrefuted testimony MBS was created to extend the business to Marcus Paulson customers in the Morgantown area. According to Carlow he didn't want MBS to be associated with BCI because of its negative business reputation. MBS had retained the telephone number of BCI, but it also had its own telephone number. The BCI number was not advertised and MBS was identified to customers who called either number.

There was testimony offered by General Counsel to show that both companies were held out as one entity. I have discredited the testimony of Carl Jones because of material conflicts between his testimony and his sworn affidavit and because Schofield was not a supervisor or agent. I discredited the testimony of Dale Kisner on the statements attributed to Petro and Hook because the statements do not appear in either of his affidavits. I further find that credible evidence supports my conclusion that when employees inquired about jobs at MBS, they were referred to the state unemployment office which they in fact did. The testimony relating to referring orders to MBS, I find was adequately explained by Petro who stated that they were too small and required a different mix from what the Fairmont plant was then supplying (grout).

I further find that the records and accounts of the corporations were separately maintained. BCI maintained its accounts in Bellaire, Ohio, while MBS kept its records in Morgantown, West Virginia, and Uniontown, Pennsylvania.

The record evidence also reveals that BCI and MBS did not have the same customers or suppliers.

Accordingly, while the two corporations were engaged in producing the same product, they were substantially unrelated in all other aspects.

(e) Plant and equipment

Most of the Morgantown BCI plant was dismantled and scrapped. Some equipment was sold to MBS for \$16,876. Equipment valued at \$8600 was never used by MBS but is located on MBS property. An offset of \$7300 was paid to BCI for this equipment. When compared with the total cost

of the MBS plant which was \$350,000, the equipment provided and used was negligible. Furthermore, there is insufficient evidence to establish that the equipment sale was not an arms-length transaction in view of the testimony that it would have cost BCI more to haul the equipment away than to sell it at book value to MBS.

(f) *Antiunion motive, i.e., avoiding responsibilities under the Act*

All the BCI plants are unionized and the ones that remain open are still unionized. The decision to close BCI Morgantown was economically motivated and there is virtually no credible evidence that it was to evade union responsibilities. The evidence supports a finding that Morgantown was closed because it was losing money and has for many years. Furthermore, Morgantown's lease expired and the lessor wanted the property for development purposes. Finally, no one, including Carlow, would lend Morgantown BCI any more money because the company was a bad risk. Of equal importance, however, was the fact that when Morgantown BCI closed, all the union members then working were transferred to BCI Fairmont.

When BCI Fairmont laid off all its employees on January 11, 1989, it was because the mine grout job was completed and no new contracts had been successfully bid, despite the efforts of John Belot and his salesmen. Additionally the portable Fairmont plant was not winterized. When the Fairmont plant was eventually moved in June 1990, it was because Belot had obtained a contract to provide concrete at the Bailey mine in Enon, Pennsylvania. Belot informed the Union of this fact on December 5, 1989. He offered to hire the laid-off Fairmont workers and presented a new contract on December 20, 1989, which was rejected by the Union. Finally, when the Bailey job commenced, Belot staffed it with union members from his other plant locations.

If the BCI plants were not closed to evade the Union, it hardly follows that MBS was opened for that reason. I find that MBS was constructed and opened for the business reason cited by Frank Carlow. Hiring was done through a state administered job training program. Finally, it strains credibility to believe that Carlow would acquire a unionized company just to close it and spend \$350,000 to construct and open a new company in an effort to rid himself of a maximum of eight union employees.

Accordingly, I find that there was no antiunion motive in the closing of the BCI plants or the opening of the MBS plant. *First Class Maintenance*, 289 NLRB 484 (1988).

Based on the above findings, I conclude that MBS is not a disguised continuance of BCI although there is common ownership between the two companies and they produced the same product. Counsel for General Counsel did not prove by a preponderance of the evidence that the two companies had substantially identical management, supervision, employees, plant and equipment and business purpose. Moreover I find that General Counsel did not prove antiunion motive. *First Class Maintenance*, supra; *Electrical Workers IBEW Local 3 (Telecom Plus)*, 286 NLRB 235 (1987).

Since I have found no single employer, alter ego status between BCI and MBS, I also find that Frank Carlow personally is not the alter ego of BCI since the same facts apply to his situation. Moreover, the criteria set forth in *Riley Aeronautics Corp.*, 178 NLRB 495 (1969), were not proven and

therefore can not be applied to find Frank Carlow personally liable.³

Accordingly, I will recommend dismissal of the 8(a)(1) and (5) allegations relating to MBS' refusal to hire BCI employees and MBS' refusal to apply the BCI labor agreement to its employees. I also recommend dismissing the allegations relating to Frank V. Carlow.

2. Failure to bargain over BCI Morgantown and Fairmont plants

BCI Morgantown plant was closed on March 11, 1988, and all the employees were transferred to the Fairmont plant. There is no indication that the Union was ever notified of this fact. VanHorn testified that he found out from Business Agent Charles Morrison on March 11, 1988, and from other employees. It is unclear whether he attempted to find out more about the closure or the construction of the MBS plant when he called John Belot in April 1988. Although he left messages for Belot, his telephone calls were never returned. Under these circumstances the evidence warrants a finding that BCI did not give timely notice of the closing to the Union.

I have already found that the decision to close Morgantown BCI was motivated by economic factors, unrelated to labor costs and antiunion motivation. Therefore, I conclude that bargaining over the decision constituted a managerial decision which is outside the scope of Section 8(d). *Otis Elevator Co.*, 269 NLRB 891 (1964); *Stamina Specialist Co.*, 294 NLRB 703 (1989). See also *Dubuque Packing Co.*, 303 NLRB 386 (1991).

Accordingly, I recommend that the 8(a)(5) allegation relating to BCI's decision to close BCI Morgantown be dismissed. However, I find that BCI Morgantown violated Section 8(a)(5) of the Act when it failed to give timely notice to the Union and bargain over the effects of the closing. *Metropolitan Teletronics*, 279 NLRB 957, 958 (1986).

On January 11, 1989, BCI laid off all the Fairmont employees without notifying the Union which still had a labor agreement with BCI covering these employees. Respondent asserts that it didn't close the plant and the Union asserts that it did. The fact remains that layoffs are a mandatory subject of bargaining whether the plant was closed or not and this obligation was never met by Respondent despite requests from the Union. Eventually the Fairmont mobile plant was moved to Enon, Pennsylvania, in June 1990, solely because Belot obtained a contract to supply the Bailey mine with concrete. At that point Respondent notified the Union of its intentions and reasons for moving the plant. It requested a list of available employees from the Union which was provided. Respondent BCI offered a contract proposal covering these employees which was rejected by the Union. After that, Respondent hired union employees from its other plant locations to work the Enon project.

I find based on the evidence that Respondent was under no obligation to bargain over the decision to move the Fair-

³ General Counsel's renewed motion to have the complaint allegations relating to Frank Carlow deemed true and correct is denied. Companies owned by Frank Carlow filed answers denying all allegations including those relating to Carlow. To deem those allegations as admitted would, under the circumstances of this case, be prejudicial and a denial of due process.

mont mobile plant because it is outside the scope of Section 8(d). The decision to move was not motivated by antiunion animus, nor was it based on labor costs, the motivating force behind the move was the Bailey mine contract at Enon, Pennsylvania. Had this contract not been obtained, the evidence supports a finding that the Fairmont plant would never have been moved to Enon, Pennsylvania.

I further find that the Fairmont plant was closed in January 1989, and remained closed because of purely economic factors unrelated to labor costs, i.e., the mine grout contract ran out and there was no more work to be had in the Fairmont area. Fairmont's closing was also unrelated to antiunion animus. Therefore, I find no obligation to bargain over the decision to close since it was a management decision outside the scope of Section 8(d).

Moreover, I find that the information requested by the Union on February 17, 1989, related to the closing and the relationship between BCI and MBS. Respondent was not obligated to provide it. *Otis Elevator Co.*, supra at 894.

Accordingly, I recommend dismissing the allegations relating to the refusal to bargain over the decision to close the Morgantown and Fairmont plants and the decision to move the Fairmont plant and the refusal to furnish information over those decisions.

However, I recommend finding a violation of Section 8(a)(5) of the Act by Respondent BCI's failure to give notice to the Union and its refusal to bargain over the effects of the Fairmont closing and layoffs. *Metropolitan Telectronics*, supra.

3. Failure of BCI to bargain over a new contract

The current collective-bargaining agreement expired on April 30, 1989. On February 28, 1989, VanHorn notified John Belot of the Union's desire to negotiate a new agreement. Sometime thereafter Belot told VanHorn that since there was no work on Fairmont, there was no point in negotiating a contract.

According to Belot, VanHorn agreed. On December 13, 1989, Belot informed VanHorn that BCI had obtained the Bailey mine contract in Enon, Pennsylvania. The parties agreed to meet and in fact met on December 13, 1989, and discussed the Bailey mine job and Belot's intention to utilize the Fairmont drivers after the portable plant was moved from Fairmont to Enon, Pennsylvania. At this meeting the parties agreed on the terms for and agreement. At least VanHorn thought they had agreed to keeping the wages and benefits contained in the expired agreement. When the Company submitted its contract proposal on December 20, 1989, VanHorn rejected it because the proposal reduced wages and benefits below the old contract rates. Nothing happened after this communication. The Union never presented a counterproposal or requested another meeting.

The evidence reveals that the parties were used to negotiating very informally at best. However, I cannot find that Respondent refused to bargain when it was never requested to bargain after December 20, 1989. Prior to that the evidence supports finding that VanHorn agreed to delay bargaining until such time as Respondent had work (contracts), requiring the hiring of Fairmont employees. When that occurred, Respondent met with the Union and discussed terms and conditions of employment. Later it made a contract proposal which was rejected.

Under these circumstances, I will recommend that the 8(a)(5) allegation relating to the refusal to negotiate the new agreement be dismissed.

B. Alleged 8(a)(3) Conduct Over MBS's Refusal to Hire BCI Employees

Other than the testimony of Jones, Kisner, and Lynch, there is virtually no evidence that MBS refused to hire former BCI employees because of their union activities. I discredited the testimony of Jones and Kisner and found that Schofield was not a supervisor or working for MBS at the critical time (see above).

On the other hand, Respondent satisfied its *Wright Line* burden by offering evidence that it hired employees through a federally funded job partnership training program administered by the State. Respondent received 50 applications per week and only hired a total of eight employees. Moreover, evidence was offered that at least three BCI employees applied for jobs at the state unemployment office and were turned down because they had earned too much money.

Accordingly, I will recommend that this allegation be dismissed.

C. Closure of BCI Morgantown and Fairmont Plants

I have already found that the closing of the BCI Morgantown and Fairmont plants was purely economic and unrelated to antiunion motivation (see above). Morgantown was closed because its lease expired and the lessor wanted to develop the property. It had lost money for many years and could find no new capital. The market was deteriorating and the EPA was about to require the installation of a water purification system at the plant. Finally, the employees at Morgantown were transferred to the Fairmont plant when the Morgantown BCI plant closed. The Fairmont plant closed because it completed its last contract job and no more jobs were forthcoming. When the Fairmont plant was moved to Enon, Pennsylvania, Belot offered to hire the laid-off Fairmont employees and when they refused, he hired union members from his other plant locations.

I find that based upon the evidence presented, Respondent BCI satisfied its *Wright Line* burden and accordingly I recommend dismissal of this allegation.

D. Alleged 8(a)(1) and (4) Conduct

These allegations stem from certain alleged conversations that took place which are related in more detail above. Harlan Miller testified that on April 22, 1989, Larry Petro told him the only way Petro would get his job back was if they won their case. He further testified that on May 12, 1989, David Lowther told him that as long as there were labor relations charges against the Company, he could not hire him or anyone else. Larry Petro denies that he discussed NLRB charges with Miller. Aside from that, the uncorroborated statement itself does not amount to a threat against Miller because Petro was talking about himself. The statement attributed to Lowther is discredited because it is biased and uncorroborated. Lowther took his job at BCI leaving him with a less desirable position and Miller never recorded the Lowther conversation in his notebook where he wrote down important events. Accordingly, I discredit the testimony of Harlan Miller.

Henry Hart testified that on May 30, 1989, Lowther told him that his hands were tied, he couldn't hire any BCI drivers until "this thing was settled." I discredit this statement because it was uncorroborated and self-serving. Moreover there was no evidence that Respondent MBS would have or did hire anyone after September 17, 1988. The evidence also strongly suggests that all the former BCI employees knew that MBS was hiring, if at all, through the state unemployment office.

Accordingly, since I have discredited the above testimony of Miller and Hart I recommend dismissing these allegations. (See Appendix B.)

CONCLUSIONS OF LAW

1. Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. All truckdrivers, warehousemen, batchmen, yardmen, helpers, block plant employees, and precast plant employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
4. Respondent BCI violated Section 8(a)(1) and (5) of the Act when it closed the Morgantown plant without notice to the Union and without affording the Union and opportunity to bargain over the effects of the closing.
5. Respondent BCI violated Section 8(a)(1) and (5) of the Act when it closed its Fairmont plant without notice to the Union and without affording the Union and opportunity to bargain over the effects of the closing and the resulting layoffs.
6. The aforesaid unfair labor practices affects commerce within the meaning of Section 2(2), (6), and (7) of the Act.
7. All other allegations not mentioned above are not found to be violations of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent BCI closed its Morgantown plant without notice to the Union and without affording the Union an opportunity to bargain over the effects of the closing, it is recommended that a *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), remedy be applied. However, the evidence indicates that when the Morgantown plant was closed on March 11, 1988 with no transfer of unit work, those employees working at the time were transferred to the Fairmont location which was covered under the same labor agreement as Morgantown. Consequently there would be no economic remedy for the employees at that time.

The situation at the Fairmont plant is different. Accordingly, I shall recommend that the laid-off employees be paid limited backpay from 5 days after the date of this decision until the occurrence of the earliest of the following conditions: (1) The date the Respondent bargains to agreement with the Union on those subjects pertaining to the effects of its decision to close the Fairmont plant; (2) a bona fide impasse in bargaining; (3) the failure of the Union to request bargaining within 5 days of the Respondent's notice of its desire to bargain with the Union; or (4) the subsequent fail-

ure of the Union to bargain in good faith; but in no event shall the sum paid to any of these employees exceed the amount he or she would have earned as wages from January 11, 1989, the date Respondent closed the Fairmont plant, to the time he or she secured equivalent employment elsewhere, or the date on which the Respondent shall have offered to bargain, whichever occurs sooner; provided, however, that in no event shall this sum be less than what these employees would have earned for a 2-week period at the rate of the their normal wages when last in the Respondent's employ. *Fast Food Merchandisers*, 291 NLRB 897, 902 (1988).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁴

ORDER

The Respondent, BC Industries, Inc., Morgantown, West Virginia, and Respondent Premiere Concrete Products, Inc., Bellaire, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Unlawfully refusing to bargain collectively with the Union over the effects of the closure of the Morgantown and Fairmont plants and the resulting layoffs at the Fairmont plant.

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

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain collectively with the Union over the effects of the closure of the Morgantown and Fairmont plants and resulting layoffs of employees affected thereby and reduce to writing any agreement reached as a result of such bargaining.

(b) Pay the laid-off employees their normal wages for the period set forth in the remedy section of this decision.

(c) Preserve and, on request, 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 necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facility in Bellaire, Ohio, copies of the attached notice marked "Appendix A."⁵ Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the 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 the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

⁴If 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.

⁵If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondents have taken to comply.

APPENDIX A

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain with the Union over the affects of the closure of the Morgantown and Fairmont, West Virginia plants.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain collectively with the Union over the effects of closing the Morgantown and Fairmont plants and the resulting layoff of employees affected thereby.

WE WILL pay the laid-off employees their normal wages for the period set forth in the remedy section of this decision.

BCI INDUSTRIES, INC.

APPENDIX B

<i>COMPANY</i>	<i>OWNERSHIP</i>	<i>DIRECTORS</i>	<i>OFFICERS</i>	<i>SUPERVISORS</i>
B.C. Industries	Columbia Portland Cement Co.	Frank Carlow Michael Carlow Wm. Mohler Laurence Ousky	John Belot, Pres. Wm. Mohler, Secy./Trea.	John Belot Robert Hook, Mgr. Morgantown (quit 9/30/88) Laurence Petro, Mgr. Fairmont (l/o 1/13/89) Michael Roman, I.R. Director 1987-1989 Barbara Brown, General Director
Columbia Portland Cement Co.	SME Industries, Inc.	Frank Carlow Michael Carlow	Frank Carlow, Pres./ Trea. until 8/31/87 Wm. Mohler, Secy./ Trea. after 8/31/87	
SME Industries, Inc.	Frank Carlow Irrevocable Trust	Frank Carlow Michael Carlow Marie Carlow Anna Carlow	Frank Carlow Michael Carlow	
Frank V. Carlow Irrevocable Trust	Frank Carlow Settlor	<i>TRUSTEES</i> Frank Carlow Michael Carlow Marie Carlow		
Mountaineer Builders Supply	Frank Carlow	Frank Carlow Michael Carlow V.P. Oper.	Frank Carlow Robert Hahne, Robert Hook, Sales Mark Sharpe, V.P. Devel.	David Lowther, Operations Mgr. Supervisor David Schofield, Plant Mgr.
Premier Concrete Products, Inc.	U.S. Cement	John Belot Frank Carlow Michael Carlow Larry Ousky	John Belot, Pres. Larry Ousky, V.P. Operations Nick DeFino, Secy.	
U.S. Cement	SME Industries, Inc.	Frank Carlow Michael Carlow	Michael Roman, I.R.	

APPENDIX B—Continued

<i>COMPANY</i>	<i>OWNERSHIP</i>	<i>DIRECTORS</i>	<i>OFFICERS</i>	<i>SUPERVISORS</i>
Marcus Paulson Ready-mix plant	Frank Carlow		Robert Hahne, V.P.	Robert Hahne, Plant Mgr.
Columbia Portland Holding, Co. Inc.	SME Industries, Inc.	Frank Carlow Michael Carlow	Robert Smith Wm. Mohler	
First Commerce Investment Co.	Frank Carlow Michael Carlow		Frank Carlow, Pres.	