ABOUT THE WEEKLY SUMMARY

The Weekly Summary of NLRB cases, as the name implies, is a publication that summarizes each week all published NLRB decisions in unfair labor practice and representation election cases, except for summary judgment cases. It also lists all decisions of NLRB administrative law judges and direction of elections by NLRB regional directors. Links are established from the weekly summary index to the summaries and from the summaries to the full text of the decisions.

Weekly Summary of NLRB Cases

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December 10, 1999 W-2716

CASES SUMMARIZED

SUMMARIES CONTAIN LINKS TO FULL TEXT

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Mining Specialists, Inc. and its alter ego or successor Point Mining, Inc. (9-CA-30680; 330 NLRB No. 17) Belle, WV Nov. 26, 1999. The Board granted the General Counsel's motion for partial summary judgment as to the allegations contained in paragraphs 2(c), 4(i), 5(a), 6, and 7, appendixes F and G, page 1 of appendix E, and the gross backpay, bonus and holiday pay, and Pension Trust contributions for the five individuals in the specification appendix C of the compliance specification. The General Counsel's motion was denied as to paragraphs 2(d), 5(c), and 8, and appendixes A, D, and page 2 of appendix E. The proceeding was remanded to the Regional Director to schedule a hearing before an administrative judge concerning factual issues properly raised by the Respondents' answer to the compliance specification. [HTML] [PDF]

The Board had found in 1994 that the Respondents violated Section 8(a)(5) and (1) of the Act by withdrawing recognition of the Union and abrogating the collective-bargaining agreement between the Mine Workers District 17 and Respondent Mining Specialists, Inc. (MSI). It ordered the Respondents to take certain affirmative action including making whole the unit employees by transmitting the contributions owed to the Union's benefit funds pursuant to the contract and to make whole the unit employees for any wages lost as a result of the Respondents' failure to comply with the contractual terms. 314 NLRB 268 (1994). After controversies arose over the amounts due under the terms of the Board's order, the Regional Director issued a compliance specification and notice of hearing.

(Chairman Truesdale and Members Liebman and Brame participated.)

General Counsel filed motion for partial summary judgment Jan. 19, 1999.

* * *

Metropolitan Edison Co. (4-CA-21398-1; 330 NLRB No. 21) Middletown, PA Nov. 26, 1999. Chairman Truesdale and Member Liebman agreed with the administrative law judge that the Respondent violated Section 8(a)(5) of the Act by refusing the Union's request for the names of two informants who provided information to the Respondent that ultimately led to the discharge of Ned Eppinger for stealing food from the plant cafeteria. The majority agreed with the judge that the informants' identities were relevant and necessary to process Eppinger's grievance; it did not agree with him that a confidentiality claim is not legitimate or substantial when it involves informants about workplace theft rather than drug use or other conduct impacting public or employee safety. However, even assuming that the Respondent asserted a legitimate and substantial confidentiality interest, the majority found that the confidentiality interest was not so substantial as to justify the Respondent's blanket refusal to provide any information in response to the request for informants' names. It found that the Respondent had an obligation to come forward with some offer to accommodate both its concerns and the Union's legitimate need for relevant information. [HTML] [PDF]

Dissenting Member Brame wrote: "By today's ill-considered decision, the majority has upset another settled area of law, forcing employers to guess at required accommodation and to choose between employee safety and accepting leads regarding illegal in-plant activity." Consistent with *Pennsylvania Power & Light Co.*, 301 NLRB 1104 (1991) and *Mobil Oil Corp.*, 303 NLRB 780 (1991), he would find that the Union's request for the informants' names satisfies the test for determining potential relevance, as one reason offered to support the request that Eppinger had been "set up" or "singled out," based upon union activity. But he also found that the Respondent advanced a legitimate and substantial interest in maintaining the confidentiality of the informants' names.

(Chairman Truesdale and Members Liebman and Brame participated.)

Charges filed by Electrical Workers IBEW System Council U-9, Local 563; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Philadelphia on July 13, 1994. Adm. Law Judge Bernard Ries issued his decision Jan. 26, 1995.

* * *

United Federation of Teachers Welfare Fund (2-CA-28334, et al.; 330 NLRB No. 25) New York, NY Nov. 26, 1999. The administrative law judge found, with Board approval, that the Respondent refused to provide information about vacation scheduling to the Union on April 21, 1998 and delayed in providing the information from April 21 to June 3, 1998 in violation of Section 8(a)(5) and (1) of the Act. The Board affirmed the judge's dismissal of complaint allegations that the Respondent committed other unfair labor practices including unilaterally instituting a new rule and discriminatorily applying it to Local 424 members, refusing to provide information relevant to a grievance, bypassing the Union and dealing directly with an employee and entering into a settlement agreement with her providing that she cannot discuss the terms of the agreement with the Union, and unilaterally instituting an early retirement plan without giving notice to or bargaining with Local 424. [HTML] [PDF]

(Members Fox, Liebman, and Hurtgen participated.)

Charges filed by Industry Workers Local 424 and Regina Tovbin and Daniel Barton, individuals; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at New York, on 11 days between May 4 and June 23, 1998. Adm. Law Judge Eleanor MacDonald issued her decision May 10, 1999.

* * *

California Portland Cement Co. d/b/a Catlina Pacific Concrete Co. (21-CA-31978, 32027; 330 NLRB No. 27) Glendora, CA Nov. 26, 1999. Affirming the administrative law judge's decision, the Board held that Section 10(b) of the Act does not bar litigation of the April 1997 charges alleging that the Respondent's 1996 conduct was unlawful and that the Respondent's April 1996 unilateral changes in the terms and conditions of employment of its batch plant operators and its contemporaneous removal of them from the bargaining unit violated Section 8(a)(5) and (1). The Board also affirmed the judge's conclusion that the Respondent violated Section 8(a)(5) when it refused to bargain and withdrew recognition from Operating Engineers Local 12 in April 1997. The Board specifically found that there is a sufficient causal relationship between the Respondent's unfair labor practices and the Union's alleged loss of support. [HTML] [PDF]

(Chairman Truesdale and Members Fox and Hurtgen participated.)

Charges filed by Operating Engineers Local 12; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Los Angeles on Feb. 11, 1998. Adm. Law Judge Michael D. Stevenson issued his decision Aug. 17, 1998.

* * *

Granite Construction Co. (28-CA-12629, et al., 28-RC-5256, et al.; 330 NLRB No. 19) Tucson, AZ Nov. 29, 1999. Contrary to the administrative law judge, the Board dismissed the complaint in its entirety which involves the Respondent's relationships with three Unions-Operating Engineers, Teamsters, and Laborers. Each Union represented a construction unit pursuant to Section 8(f) and a nonconstruction unit (rock, sand, and gravel) pursuant to Section 9(a). The Operating Engineers and the Teamsters commenced an economic strike on July 14, 1994. The Laborers honored that strike (beginning July 15, 1994) and then struck on their own on July 18, 1994. The Board concluded that all such activity was in breach of no-strike clause and was unprotected. It further concluded that the Laborers', Teamsters', and Operating Engineers' rock, sand, and gravel units, which were governed by Section 9(a) of the Act, were substantially depleted by the Respondent's discharge of the employees represented by the three Unions for engaging in unprotected conduct and that the Respondent was entitled to withdraw recognition and refuse to bargain. [HTML] [PDF]

Specifically, the Board agreed with the judge that the Respondent did not violate Section 8(a)(3) when it discharged Teamster-represented employees for striking in violation of the no-strike clause, and that the Respondent did not violate Section 8(a)(5) and (1) when it withdrew recognition from and refused to bargain with the Teamsters, Operating Engineers, and Laborers as representatives of the employees in the construction units. Unlike the judge, the Board further found that the Respondent did not violate Section 8(a)(3) and (1) when it discharged Operating Engineers-represented employees who engaged in strike activity on July 14 and did not violate Section 8(a)(5) and (1) when it withdrew recognition from the Operating Engineers, Teamsters, and Laborers in the nonconstruction units. In view of its findings regarding the Operating Engineers' strike, the Board found that the Laborers represented employees were engaged in unprotected strike activity on July 15 and 18. Thus, the

discharge of the Laborers-represented employees was lawful.

Consistent with its findings that the striking employees engaged in unprotected conduct, the Board dismissed complaint allegations that the Respondent violated Section 8(a)(1) by threats of discharge if the employees did not abandon the strike and return to work, statements that the unions were out and would never get back in the workplace, and inducements to return to work.

In Case 28-RC-5256 (Teamsters Unit), Case 28-RC-5257 (Operating Engineers Construction Unit), and Case 28-RC-5258 (Laborers' Construction Unit), the Board directed that the Regional Director open and count certain ballots and investigate and determine the eligibility of other voters, if necessary.

(Chairman Truesdale and Members Hurtgen and Brame participated.)

Charges filed by Operating Engineers Local 428, et al.; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Phoenix for 25 days from May through Sept. 1995. Adm. Law Judge Clifford H. Anderson issued his decision April 12, 1996.

* * *

Pacific Bell (32-CA-16810; 330 NLRB No. 31) San Jose, CA Nov. 30, 1999. The Board affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to supply Communications and Telecommunications Local 103 with requested information relevant to bargaining for a successor collective-bargaining agreement and by refusing to engage in collective bargaining with the Union for a new collective-bargaining agreement. Chairman Truesdale and Member Fox also affirmed the judge's recommended Order, including provisions that the Respondent, in addition to the normal posting requirements, mail the Notice to unit employees or transmit it to them by electronic means. They found, in the absence of exceptions, no need to modify the judge's remedy or to address the broad remedial issue discussed in the dissent. Member Hurtgen, dissenting in part, found that neither mailing the notice nor transmitting it to employees by electronic means is warranted as there is no evidence or claim that notice posting is inadequate. [HTML] [PDF]

(Chairman Truesdale and Members Fox and Hurtgen participated.)

Charge filed by Telecommunications Local 103; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Oakland on Jan. 29, 1999. Adm. Law Judge Clifford H. Anderson issued his decision June 11, 1999.

* * *

Circle City Asphalt, LLC (25-CA-26293, et al.; 330 NLRB No. 33) Indianapolis, IN Nov. 30, 1999. Affirming the administrative law judge, the Board held that the Respondent failed to provide Operating Engineers Local 103 with requested information (the names and wage rates of unit employees) and failed to meet and bargain with the Union over the parties' expired March 31, 1999 agreement in violation of Section 8(a)(5) and (1) of the Act; and failed to recall Todd Brackman for the 1990 production season in violation of Section 8(a)(3) and (1). [HTML] [PDF]

(Members Liebman, Hurtgen, and Brame participated.)

Charges filed by Operating Engineers Local 103; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Indianapolis on May 27, 1999. Adm. Law Judge Jerry M. Hermele issued his decision Aug. 11, 1999.

* * *

Avondale Industries, Inc. (15-CA-14326, 14327, 15-RC-7767; 330 NLRB No. 35) Avondale, LA Nov. 30, 1999. The Board vacated the certification of representative issued in Case 15-RC-7767 on April 29, 1997 and remanded the case to the Regional Director for further appropriate action. In the unpublished decision and certification of representative, the Board certified New Orleans Metal Trades Department as the exclusive bargaining representative of all production and maintenance employees working at the Respondent's Avondale, Algiers and Westwego, Louisiana locations. On October 22, 1997, the Board granted

the General Counsel's motion for summary judgment, and found that the Respondent violated Section 8(a)(5) and (1) of the Act and ordered the Respondent to bargain with the Union. On July 7, 1999, the Fifth Circuit issued a decision vacating the Board's bargaining order and remanding the proceeding to the Board with instructions to set aside the election. 180 F.3d 633 (5th Cir. 1999). [HTML] [PDF]

(Chairman Truesdale and Members Fox and Hurtgen participated.)

* * *

R & R Plaster & Drywall Co. (6-CA-30309, 30323; 330 NLRB No. 22) Harrisburg, PA Nov. 23, 1999. Members Fox and Liebman denied the Respondent's motion to dismiss the complaint, finding that the Respondent's denials of complaint paragraphs 7, 8, and 9 raise genuine issues of material fact that would best be resolved after an evidentiary hearing before an administrative law judge. Member Hurtgen, dissenting in part, would grant the Respondent's motion with respect to paragraphs 9 and 10 of the complaint alleging that the Respondent violated Section 8(a)(1) of the Act by threatening the arrest of union organizers "for entering property the Respondent does not control." He wrote: "The Respondent denies, and claims that it does control the property. With such control, it clearly has the power to oust the union organizers." [HTML] [PDF]

Citing *Indio Grocery Outlet*, 323 NLRB 1138 (1997), enforced by the Ninth Circuit, 187 F.3d 1080, the Respondent argued that it did not violate Section 8(a)(1) by threatening to have nonemployee union organizers arrested for trespassing because, under Pennsylvania law, it had a property interest in its jobsites which entitled it to exclude individuals from the property. Relying on *Hader v. Coplay Cement Mfg. Co.*, 410 Pa. 139, 189 A.2d 271 (1963), the Respondent contended that Pennsylvania law vests control over the worksite with the subcontractor, not the owner of the property, and that "[t]his control must include the ability to exclude nonemployees from the subcontractor's work area."

Contrary to their dissenting colleague, Members Fox and Liebman found that Hader does not require dismissal of any part of paragraph 9, noting that *Hader* addresses the issue of the tort liability of a landowner to an employee of an independent contractor whereas paragraph 9 raises an issue of state property law, specifically whether a contractor has a right to exclude individuals from the owner's property.

Even assuming arguendo that their dissenting colleague is correct that, as a matter of Pennsylvania law, if a subcontractor has "possession and control for tort purposes" it likewise has "possession and control for trespass purposes," Members Fox and Liebman found that the Respondent is still not entitled to dismissal of paragraph 9. They noted: Unlike *Hader*, there is no evidence concerning the nature of the relationship among the property owner, the general contractor, and the Respondent and, thus, no basis on which to conclude that the Respondent was "in possession of the necessary area occupied by the work contemplated under the contract" within the meaning of *Hader*. And, there is still a factual disagreement between the parties concerning whether the Respondent sought to exclude the union representatives from the jobsite areas over which the Respondent lacked possession and control.

(Members Fox, Liebman, and Hurtgen participated.)

Charges filed by Carpenters Central Pennsylvania Regional Council, Local 287; complaint alleged violation of Section 8(a)(1).

* * *

Duffy Tool & Stamping, LLC (25-CA-25841, 25871; 330 NLRB No. 36) Muncie, IN Nov. 30, 1999. Chairman Truesdale and Member Fox found that, in addition to the seven new work rules identified in the administrative law judge's decision, rules A.6 and B.5 were new work rules that the Respondent unlawfully implemented in the absence of a lawful impasse in negotiations in violation of Section 8(a)(5) of the Act. They found no merit in the General Counsel's contention that the 8(a)(5) finding should also include the policy declaring the Respondent's right to search employee property, noting that prior to filing the cross-exceptions, the "General Counsel did not specifically allege that the implementation of the employer investigatory policy, as opposed to rules governing employee conduct, was unlawful, and the issue was not fully litigated." [HTML] [PDF]

Member Hurtgen, concurring in finding the violation, believes there can be circumstances where an impasse on a particular

subject can privilege implementation as to that subject. He explained: "When, as here, the parties are bargaining for a contract, and the employer wishes to make a change during the bargaining, there is clearly nothing unlawful about proposing such a change. And, if the parties reach a good-faith impasse as to that matter, I believe that the 'implementation upon impasse' rule should be followed. I would require only that the employer offer a legitimate business interest for implementing upon the specific impasse (rather than waiting for a general impasse)." Here, the Respondent failed to show the requisite business interest, Member Hurtgen found.

(Chairman Truesdale and Members Fox and Hurtgen participated.)

Charge filed by Auto Workers International; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Indianapolis, Jan. 25-27, 1999. Adm. Law Judge C. Richard Miserendino issued his decision July 14, 1999.

* * *

Super K-Mart and K Mart (32-CA-15575, et al.; 330 NLRB No. 29) Oakland, CA Nov. 30, 1999. Members Hurtgen and Brame reversed the administrative law judge's finding that the Respondent's confidentiality provision, which appears in its employee handbook, violates Section 8(a)(1) of the Act and dismissed the complaint, citing *Lafayette Park Hotel*, 326 NLRB No. 69 (1998), which issued subsequent to the judge's decision and found that the employer's standard of conduct 17, barring disclosure of "company business and documents," did not violate Section 8(a)(1). The majority held that the Respondent's confidentiality provision, like the rule in *Lafayette Park*, reasonably is addressed to protecting the Respondent's legitimate interest in confidentiality and does not implicate employee Section 7 rights. Member Liebman, dissenting, agreed with the judge that the Respondent violated Section 8(a)(1) by maintaining an overly broad confidentiality rule in its handbook, relying on the judge's reasoning and on the rationale in the dissenting opinion in *Lafayette Park Hotel*. [HTML] [PDF]

The Respondent's confidentiality provision at issue here states:

Company business and documents are confidential. Disclosure of such information is prohibited.

(Members Liebman, Hurtgen, and Brame participated.)

Charges filed by Food and Commercial Workers Local 870; complaint alleged violation of Section 8(a)(1). Hearing at Oakland on Jan. 21, 1997. Adm. Law Judge Gerald A. Wacknov issued his decision April 9, 1997.

* * *

Yale University (34-CA-7347; 330 NLRB No. 28) New Haven, CT Nov. 29, 1999. A Board majority of Chairman Truesdale and Member Hurtgen agreed with an administrative law judge's finding that a "grade strike" by about 200 Yale University graduate students was not protected concerted activity under the Act because it was a partial strike and because the strikers had misappropriated university property (withheld papers and test materials). The majority pointed out that a complete strike did not occur because the students ("teaching fellows" who taught their own classes or assisted faculty in teaching classes) continued to perform job-related duties during the grade strike at the end of the fall 1995 semester, such as meeting with students, grading student materials, writing letters of evaluation, and preparing for next term's classes. [HTML] [PDF]

After several years of organizing activity with the goal of establishing a collective- bargaining relationship with Yale, members of the Graduate Employees and Students Organization voted on December 7, 1995 to the tactic of refusing to submit their students' final grades. The striking teaching fellows (TFs) hoped that their action would cause the University to begin negotiations toward a contract.

In a dissenting opinion, Member Liebman would find the grade strike protected activity. She said the TFs planned to complete all work--with the exception of submitting graded material and final grades before beginning a complete strike on January 2, 1998 (the date most grades were due). "[T]he grade strike consisted of TFs withholding the final grades assigned to students enrolled in their courses when the grades were due to the registrar, and that TFs, as a group, did not continue to perform other work after that point. In other words, TFs were not working and striking simultaneously."

A different majority, Members Liebman and Hurtgen (with Chairman Truesdale dissenting), disagreed with the judge's conclusion that the General Counsel failed to make a prima facie showing that a violation of Section 8(a)(1) occurred, and remanded the case to the judge to conduct a hearing. The General Counsel alleged the University directed five specific threats at protected activity that went beyond the grade strike itself. Members Liebman and Hurtgen also directed the judge to decide whether TFs are employees covered by Section 2(3) of the Act. Chairman Truesdale would adopt the judge's finding that the statements were not "overbroad threats."

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charge filed by Graduate Employees and Students Organization (GESO), HERE; complaint alleged violation of Section 8(a)(1) and (3). Hearing at New Haven over 15 days between April 14 and May 29, 1997. Adm. Law Judge Michael O. Miller issued his decision August 6, 1997.

* * *

Boston Medical Center (1-RC-20574; 330 NLRB No. 30) Boston, MA Nov. 26, 1999. In a 3-2 decision, the Board found that interns, residents, and fellows employed by Boston Medical Center (BMC)-- "while they may be students learning their chosen medical craft, are also 'employees' within the meaning of Section 2(3) of the Act." The decision overrules *Cedars-Sinai Medical Center*, 223 NLRB 251 (1976), and *St. Clare's Hospital & Health Center*, 229 NLRB 1000 (1977). The majority opinion was by Chairman Truesdale and Members Fox and Liebman, Members Hurtgen and Brame issued separate dissenting opinions. [HTML] [PDF]

The Committee of Interns and Residents (CIR) filed a petition with the NLRB's Boston Regional Office on Febraury 13, 1997, in which it claimed to represent 430 interns, residents, and fellows (collectively known as house staff) employed by BMC. On October 17, 1997, the Regional Director dismissed the petition pursuant to the existing case law.

CIR previously represented the interns, residents, and fellows at the former Boston City Hospital, a public hospital not under the Agency's jurisdiction. When Boston City Hospital merged on July 1, 1996 with the former Boston University Hospital to form Boston Medical Center, BMC ultimately recognized the Petitioner as the collective-bargaining agent for all its house staff.

In finding house staff to be statutory employees, the majority noted that although they are less skilled than the staff doctors with whom they train-- they "bear a close analogy to apprentices in the traditional sense." The essential elements of the house staff's relationship with the hospital define an employer-employee relationship, according to the majority:

> First, house staff work for an employer within the meaning of the Act. Second, house staff are compensated for their services. The house staff, as noted, receive compensation in the form of a stipend. There is no exclusion under the Internal Revenue Code for such stipends. The Hospital withholds Federal and state income taxes, as well as social security, on their salaries.
>
> Further, the interns, residents, and fellows receive fringe benefits and other emoluments reflective of employee status. Workers' compensation is provided. They receive paid vacations and sick leave, as well as parental and bereavement leave. The Hospital provides health, dental, and life insurance, as well as malpractice insurance, for house staff and other Hospital employees.
>
> Third, house staff provide patient care for the Hospital. Most noteworthy is the undisputed fact that house staff spend up to 80 percent of their time at the Hospital engaged in direct patient care. The advanced training in the specialty the individual receives at the Hospital is not inconsistent with 'employee' status. It complements, indeed enhances, the considerable services the Hospital receives from the house staff, and for which house staff are compensated. That they also obtain educational benefits from their employment does not detract from this fact. Their status as students is not mutually exclusive of a finding that they are employees.

The majority concluded that interns, residents, and fellows should be considered "physicians" for purposes of its 1989 Health

Care Rule defining appropriate bargaining units for acute health care facilities. Accordingly, it directed an election of all physicians, including interns, residents, and fellows.

In his dissent, Member Hurtgen indicated that while it may be "permissible" for the Board to treat house staff as employees under the Act, it is not compelled to do so. He said the Board was making a "policy choice" with which he disagreed. Among other factors, he noted the Board's holding now will give house staff the right to strike. Member Hurtgen would rely, instead, on the rationale of *Cedars-Sinai* and *St. Clare's Hospital* and leave the situation as it had been for more than 20 years.

In a separate dissent, Member Brame, indicating that the majority's decision places the U.S. system of medical education in "jeopardy," stated that he would find the house staff to be students, not employees, and would dismiss the petition on that basis. His detailed analysis of the case rejects the majority's analysis of both existing precedent and legislative history. Member Brame contended the Act was not designed or intended to apply to academic relationships like that between residents and teaching hospitals, adding:

"I fear that my colleagues' reversal of longstanding precedent holding that residents are not employees entitled to engage in collective bargaining will be viewed by the courts as another example of overreaching by this Agency."

(Full Board participated.)

* * *

LIST OF DECISIONS OF ADMINSTRATIVE LAW JUDGES

Beverly Health and Rehabilitation Services, Inc., d/b/a Beverly Manor of Monroeville, et al. (Service Employees District 1199P) Monroeville, PA November 30, 1999. 6-CA-27873; JD-158-99, Judge Robert T. Wallace.

Sheppard Ambulance Transport, Inc. (Hospital and Health Care Employees District 1199C) Philadelphia and Abington, PA November 29,1999. 4-CA-27543; JD-155-99, Judge George Aleman.

SKC Electric, Inc. (Electrical Workers IBEW Locals 124 and 257) Overland Park, KS November 16, 1999. 17-CA-19438, et al.; JD(SF)-96-99, Judge Albert A. Metz.

Nynex Corp. (Communication Workers) New York, NY November 29, 1999. 2-CA-29205; JD(NY)-80-99, Judge Raymond P. Green.

The Earthgrains Company (Electrical Workers IBEW Local 776) Orangeburg, SC December 1, 1999. 11-CA-18298, 18339 and 11-RC-6327; JD(ATL)-50-99, Judge George Carson II.

Laidlaw Transit, Inc. - Stockton Division (State County and Municipal Employees Local 847) Stockton, CA November 18, 1999. 32-CA-17208; JD(SF)-97-99, Judge Joan Weider.

Merrill Iron and Steel, Inc. (Paperworkers International) Schofield, WI December 1, 1999 18-CA-15009; JD-160-99, Judge William J. Pannier III.

Tradesmen International, Inc. M-3 Building Design (Carpenters District Council, Baltimore & Vicinity and Electrical Workers IBEW Locals 24, 229, and 143) Linthicum, MD December 1, 1999. 5-CA-26411, 26412, et al.; JD-159-99, Judge Martin J. Linsky.

Aluminum Company of America (an Individual) Bauxite, AR December 1, 1999. 26-CA-19014; JD(ATL)-47-99, Judge William N. Cates.

The Earthgrains Company (an Indivividual and Bakery, Confectionery, and Tobacco Workers Local 149) Jackson, MS December 1, 1999. 26-CA-18630 and 18717; JD(ATL-49-99, Judge Pargen Robertson.

Laborers Local 435 (Concrete Cutting & Breaking Inc.) (an Individual) Buffalo, NY December 1, 1999. 3-CB-7042(E); JD (NY)-81-99, Judge Raymond P. Green.