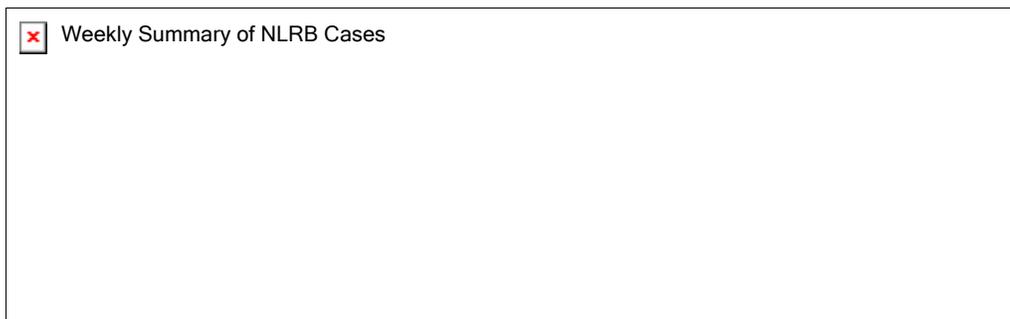


ABOUT THE WEEKLY SUMMARY

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.



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Epilepsy Foundation of Northeast Ohio (8-CA-28169, 28264; 331 NLRB No. 92) Cleveland, OH July 10, 2000. The Board held that the Supreme Court's *Weingarten* rule, which affords unionized employees the right to have a union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action, also applies to employees in nonunion workplaces. In so doing, the Board overruled its decision in *E.I. DuPont & Co.*, 289 NLRB 627 (1988). The majority opinion was signed by Chairman Truesdale and Members Fox and Liebman. Members Hurtgen and Brame issued separate dissenting opinions. [\[HTML\]](#) [\[PDF\]](#)

The case arose with the discharge of employee Arnis Borgs for his refusal to meet with two supervisors without coworker Ashraful Hasan present. Borgs had been reprimanded by them at a prior meeting and felt intimidated by the prospect of going alone to another such meeting. The following day Borgs was discharged for insubordination; Hasan later was discharged for other conduct.

The administrative law judge found that the Respondent did not violate Section 8(a)(1) of the Act by discharging Borgs and Hasan. In finding Borgs' discharge lawful, the judge noted that under the Board's decision in *DuPont*, employees in nonunion work places do not have *Weingarten* rights entitling them to representation in investigatory interviews which the employee reasonably believes might result in discipline.

The Board, however, in reversing the judge, stated that "the right to the presence of a representative is grounded in the rationale that the Act generally affords employees the opportunity to act together to address the issue of an employer's practice of imposing unjust punishment on employees." The majority said it agreed with the Board's holding in *Materials Research Corp.*, 262 NLRB 1010 (1982), noting: "In that case, the Board relied on the fact that *Weingarten* emphasized that the right to the assistance of a representative is derived from the Section 7 protection afforded to concerted activity, rather than from a union's right pursuant to Section 9 to act as the employee's representative for the purpose of collective bargaining. Consequently, the Board found that the ability to avail oneself of this protection does not depend on whether the employees are represented by a union."

The Board overruled *Materials Research Corp.* in *Sears, Roebuck & Co.*, 274 NLRB 230 (1985), holding that *Weingarten* principles do not apply in circumstances where there is no certified or recognized union. The Board subsequently modified the *Sears* rationale in *E.I. DuPont & Co.*

In the instant case, the majority stated:

We disagree with the Board's holdings in *Sears* and *Dupont*, and find that a return to the rule set forth in *Materials Research*, i.e., that *Weingarten* rights are applicable in the nonunionized workplace as well as the unionized workplace, is warranted. *Sears* and *Dupont*, misconstrue the language of *Weingarten* and erroneously limit its applicability to the unionized workplace. In our view, the Board was correct in *Materials Research* to attach much significance to the fact that the Court's *Weingarten* decision found that the right was grounded in the language of Section 7 of the Act, specifically the right to engage in 'concerted activities for the purpose of mutual aid or protection.' This rationale is equally applicable in circumstances where employees are not represented by a union, for in these circumstances the right to have a coworker present at an investigatory interview also greatly enhances the employees' opportunities to act in concert to address their concern 'that the employer does not initiate or continue a practice of imposing punishment unjustly.' Thus, affording *Weingarten* rights to employees in these circumstances effectuates the policy that 'Section 7 rights are enjoyed by all employees and are in no wise dependent on union representation for their implementation.' *Glomac Plastics, Inc.*, 234 NLRB 1309, 1311 (1978).

Dissenting Member Hurtgen declared the majority opinion will "take away from a nonunion employer its heretofore unfettered right under the Act to deal individually with its employees." He added:

"[B]y grafting the representational rights of the unionized setting onto the nonunion workplace, employers who are legitimately pursuing investigations of employee conduct will face an unknown trip-wire placed there by the Board. Employers

in a nonunion setting will generally be completely unaware of this right to representation that the Board is imposing on them."

Like Member Hurtgen, Member Brame would find that the Respondent had not violated the Act by discharging Borgs for refusing to attend the interview without Hasan. He stated:

Under current law, a nonunionized employee has no right to a *Weingarten*-type representative at an investigatory interview with his or her employer. I believe that this approach is correct. My colleagues' decision to return to the *Materials Research* approach and endow unrepresented employees with such a right is contrary to the NLRA, which does not require nonunionized employers to 'deal with' unrecognized and uncertified employee representatives. Additionally, even if this approach were cognizable under the Act, it does not result in a reasonable balance of the competing interests of labor and management. Whereas a union representative in an investigatory interview can be of assistance to the individual employee, the employer, and the unit as a whole, a coworker-representative is unlikely to be of much assistance to anyone, and thus burdening nonunionized employers with a requirement to allow such representation or forego investigatory interviews does not strike a fair balance.

The Board majority also reversed, on other grounds, the judge's finding that the discharge of Hasan was not unlawful.

(Full Board participated.)

Charges filed by Arnis Borgs and Ashraful Hasan, individuals; complaint alleged violation of Section (8)(a)(1) of the Act. Hearing at Cleveland on April 15-17, 1997. Adm. Law Judge Richard A. Scully issued his decision Jan. 2, 1998.

* * *

Benfield Electric Co., Inc. (5-CA-23367, et al; 331 NLRB No. 77) Forest Hill, MD June 30, 2000. Reversing the administrative law judge, the Board concluded the General Counsel failed to show that the Respondent fraudulently concealed evidence of a discriminatory hiring practice and accordingly dismissed the complaint. The Regional Director initially had dismissed the union's refusal-to-hire charge against the Respondent but reinstated the charge outside the 6-month limitations period under Section 10(b) of the Act and issued a complaint based on new testimony that union applicants were weeded out in the hiring process. [\[HTML\]](#) [\[PDF\]](#)

The Board remanded two refusal-to-hire cases to the judge for further consideration in light of FES, 331 NLRB No. 20.

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by Electrical Workers IBEW Local 24; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Baltimore, May 22-25, and 31, and June 1 and 13-15, 1995. Adm. Law Judge William F. Jacobs issued his decision July 12, 1996.

* * *

Gary Lee Lloyd d/b/a Lloyd Painting Company (31-CA-23898; 331 NLRB No. 79) Hesperia, CA June 30, 2000. The Board agreed with the administrative law judge's finding that the Respondent did not unlawfully interrogate employees and discharge employee Timothy Golding; accordingly, it dismissed the complaint. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Truesdale and Members Hurtgen and Brame participated.)

Charge filed by Painters District No. 36; complaint alleged violation of 8(a)(1) and (3). Hearing at Los Angeles, December 6, 1999. Adm. Law Judge Gerald A. Wacknov issued his decision March 3, 2000.

* * *

E & L Transport Company, L.L.C. (7-CA-39017, 39029; 331 NLRB No. 83) Woodhaven, MI June 30, 2000. The Board affirmed the administrative law judge's finding that the Respondent promulgated an "overly broad" general rule, prohibiting employees from wearing union buttons on their work uniforms, for unlawful retaliatory reasons, in violation of Section 8(a)(1) of the Act. However, the Board found merit to the General Counsel's exception to the judge's finding that evidence of "special circumstances" justifies a prohibition against the Respondent's employees wearing union insignia on their coveralls while loading and unloading vehicles. Given the Respondent's unlawful motivation, the Board declared "it is immaterial that the Respondent might be able to demonstrate 'special circumstances' that would justify a narrower rule restricting drivers' wearing of union insignia on their coveralls only during the loading or unloading process." On this point, Member Brame said in a footnote he would agree with the judge if the Respondent subsequently promulgated such a narrower rule in order to prevent personal injury and vehicle damage. [\[HTML\]](#) [\[PDF\]](#)

(Members Fox, Liebman, and Brame participated.)

Charges filed by Donald L. Dunsmore and Joe M. Renedo, individuals; complaint alleged violation of Section 8(a)(1). Hearing at Detroit on June 4-6, 1997. Adm. Law Judge Wallace H. Nations issued his decision January 9, 1998.

* * *

Raven Services Corp. d/b/a Raven Government Services, Inc. (16-CA-18516, et al.; 331 NLRB No. 84) Fort Worth, TX June 30, 2000. Affirming the administrative law judge, the Board held that the Respondent unlawfully withdrew recognition from the Union and that an affirmative bargaining order with its temporary decertification bar is necessary as a remedy, citing *Caterair Intl.*, 322 NLRB No. 64 (1996). The Board pointed out that the Respondent also had refused to bargain with the Union following a lengthy impasse in bargaining over an initial contract by refusing the Union's requests for relevant and necessary information, unilaterally eliminating job classifications, changing wage rates, and implementing a shift differential and training program, and bypassing the Union and dealing directly with unit employees on these and other terms and conditions of employment. It further noted that the evidence in this case failed to establish that the Union had ever lost its majority status. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by Operating Engineers Locals 826 and 351; complaint alleged violation of Section 8(a)(5) and (1). Hearing at Fort Worth, September 15, 1997. Adm. Law Judge Lawrence W. Cullen issued his decision December 11, 1997.

* * *

Chemical Solvents, Inc. (8-CA-28847, et al.; 331 NLRB No. 78) Cleveland, OH July 12, 2000. The Board affirmed the administrative law judge's conclusions, as modified, that the Respondent violated Section 8(a)(3) and (1) of the Act by placing written warnings in the personnel file of Richard Trend and discharging Trend and John Cook because they joined and assisted Teamsters Local 507; and violated Section 8(a)(1) through William Burnside and John McNutt by threatening employees, interrogating them, and creating the impression that their union activities were under surveillance. The judge found that the Respondent demonstrated antiunion animus based on its unlawful conduct and certain of its statements that were not themselves violative of the Act. Member Hurtgen found it unnecessary to rely on the statements that were protected by Section 8. The Board, noting that the record contained direct evidence of the Respondent's knowledge of the union activities of Trend and Cook, found it unnecessary to rely on the judge's inference of knowledge based on the small plant doctrine. [\[HTML\]](#) [\[PDF\]](#)

To avoid establishing a misleading precedent although there is no specific exception, the Board corrected the judge's statement that, because the Respondent initially admitted the complaint allegation concerning the supervisory status of Burnside and later sought to deny his supervisory status, the burden of proof on the issue shifted from the General Counsel to the Respondent. The burden of proving supervisory status is on the party alleging that it exists and the burden does not shift, the Board said in finding that the General Counsel established that Burnside is a 2(11) supervisor under that correct burden allocation. In agreeing with the judge that Supervisor NcNutt unlawfully threatened employees with unspecified reprisals if they supported the Union, the Board disavowed the judge's statement that management must be aware that an employee overheard an unlawful

statement for there to be a violation. Member Hurtgen, in finding this violation, noted that Respondent's exceptions raise only the issue of credibility.

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by Rick Trend and Robert Sweany, individuals; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Cleveland, March 24-26, 1998. Adm. Law Judge John H. West issued his decision Sept. 30, 1998.

* * *

Santa Fe Hotel and Casino (28-CA-12817, et al.; 331 NLRB No. 88) Las Vegas, NV July 12, 2000. The Board, in affirming the administrative law judge's conclusion that the Respondent unlawfully enforced its no-distribution/no-solicitation rule against the employees' off-duty handbilling, noted the absence of any record evidence of a rule banning employees' off-duty access to the facility and found it unnecessary to rely on the judge's discussion of the Board's application of *Tri-County Medical Center*, 222 NLRB 1089 (1976), to *Trump Plaza Hotel & Casino*, 310 NLRB 1162 (1993), and *Sears Roebuck & Co.*, 300 NLRB 804 (1990). The Board agreed also with the judge that, as in *U.S. Steel Corp.*, 223 NLRB 1246 (1976), the occurrence of nonproduction work activity on part of an employer's property does not, by itself, allow an employer to declare its entire property to be a "working area" for the purpose of excluding employee solicitation activity. It wrote: [\[HTML\]](#) [\[PDF\]](#)

Here, the main function of the Respondent's hotel-casino is to lodge people and permit them to gamble. The 'work activity' which the Respondent asserts occurs at the handbilled entrances outside its hotel-casino-including security, maintenance, and gardening-is incidental to this main function. To hold that this is a work area (where handbilling cannot occur) would, as recognized in *U.S. Steel*, 'effectively destroy the right of employees to distribute literature.' *Id.* at 1248.

The Board agreed with the judge that the Respondent acted unlawfully invoked the Nevada trespass statute as part of its unlawful actions on February 14, 1995 and used police to evict employee handbillers from nonworking areas. The Board said in noting a second discrete act-police issuance of criminal trespass citations against the handbillers: "We further agree with the judge that the second had at least a reasonable basis in Nevada State law and, in fact, particularly since the alleged trespass occurred on the Respondent's private property. Accordingly, it was not until after the General Counsel issued a complaint, alleging that the employee conduct subject to the citations constituted protected concerted activity, that the Respondent's pursuit of these criminal citations became unlawful." *See Loehmann's Plaza*, 305 NLRB 663 (1991).

(Chairman Truesdale and Members Hurtgen and Brame participated.)

Charges filed by Culinary Workers Local 226 and Hotel Employees and Restaurant Employees Local 165; complaint alleged violation of Section 8(a)(1). Hearing at Las Vegas, Jan. 29-31 and Feb. 6-8, 1996. Adm. Law Judge Burton Litvack issued his decision Oct. 17, 1996.

* * *

Woodland Clinic (20-CA-25680-3, et al.; 331 NLRB No. 91) Woodland, CA July 12, 2000. On a stipulated record, the Board held that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to timely comply with the Union's request for the home telephone numbers of unit employees; and failing to bargain with the Engineers and Scientists of California, MEBA regarding the effects of the transfer of the bargaining unit work performed by its materials management department (minor maintenance and repairs) to a nonunion facility. [\[HTML\]](#) [\[PDF\]](#)

The Board said "[a] bargaining order alone . . . cannot serve as an adequate remedy" for the Respondent's unlawful failure to bargain in good faith with the Union about the effects of its decision to close the materials management department and to transfer its work because "[m]eaningful bargaining cannot be assured until some measure of economic strength is restored to the Union." It decided to accompany its order with a limited backpay requirement "designed both to make whole the employees for losses suffered as a result of the violations and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the Respondent." The Respondent was ordered

to pay backpay to the affected employees in a manner similar to that required in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), by paying its employees employed in the materials management department at the time of its closure, backpay at the rate of their normal wages when last in the Respondent's employ from 5 days after the date of the Board's decision until occurrence of the earliest of the certain conditions. The Board also ordered the Respondent to mail a copy of an attached notice to the Union and to the last known addresses of its former employees of the materials management department as of November 5, 1993.

The Board dismissed complaint allegations that the Respondent further violated Section 8(a)(5) and (1) by: insisting to impasse on a dues-checkoff proposal that allegedly discriminated against bargaining unit members by charging a 4-percent service fee; insisting to impasse on a pay-for-performance wage system that allegedly provided for direct dealing between the Respondent and unit employees; in the absence of a lawful impasse, implementing the pay-for-performance wage system and discontinuing paying employees according to the wage step provisions of the expired collective-bargaining agreements; and in the absence of a lawful impasse, discontinuing subsidies for Jazzercise classes attended by unit employees, discontinuing free coffee service for unit employees, reducing the cafeteria discount available to unit employees, and changing its health insurance carrier, thereby causing changes in the health insurance benefits to unit employees.

(Chairman Truesdale and Members Hurtgen and Brame participated.)

Charges filed by Scientists of California, MEBA; complaint alleged violation of Section 8(a)(1) and (5). Parties waived their right to a hearing before an administrative law judge.

* * *

Hacienda Hotel Inc. Gaming Corp. d/b/a Hacienda Resort Hotel and Casino (28-CA-13274, 13275; 331 NLRB No. 89) Las Vegas, NV July 7, 2000. In a 3-2 opinion, the Board affirmed the administrative law judge's finding that the Respondents did not violate the Act when they unilaterally ceased checking off union dues after their collective-bargaining agreements with the union had expired. The Board based its decision on "well-established" precedent, citing *Bethlehem Steel*, 136 NLRB 1500 (1962), and other Board and court decisions on this issue, that "an employer's obligation to continue a dues-checkoff arrangement terminates upon expiration of the contract that created the obligation." The majority decision was by Chairman Truesdale and Members Hurtgen and Brame. Members Fox and Liebman dissented. [\[HTML\]](#) [\[PDF\]](#)

The judge dismissed the allegation in the complaint that the Respondents' discontinuance of the checkoff procedure constituted an unlawful refusal to bargain because it represented a unilateral change in terms and conditions of employment, thus violating Section 8(a)(5) and (1) of the Act.

The judge dismissed the 8(a)(5) and (1) allegation based solely on his analysis of the language of the collective-bargaining agreements. He concluded that, after contract expiration, the Respondents were free to cease honoring the contractual dues-checkoff system at will without violating the agreements and, therefore, the Act.

The majority said it based its decision on precedent rather than the language of the dues-checkoff provisions of the agreements, pointing out that "the language linking the checkoff system to the duration of the agreements here reflects the established law and also supports the conclusion that the precedent was known and understood by the parties to the agreements."

The majority concluded:

In sum, although the precedent that checkoff does not survive contract expiration initially developed in the context of a contract containing both union security and dues checkoff, it has clearly come to stand for the general rule that an employer's dues-checkoff obligation terminates at contract expiration. This well-established rule has been cited and relied upon in numerous Board and court decisions. Further, practitioners have come to rely upon that principle, as the judge recognized in this case. Thus, this bright-line rule has been the law for 38 years and is both well settled and well understood. Absent compelling reasons to do so, which are not present here, we see no reason to deviate from it. We therefore conclude, in agreement with the judge and existing precedent, that the Respondents did not violate the Act when they unilaterally ceased checkoff after the contracts here expired, and

that the complaint should be dismissed.

In their dissent, Members Fox and Liebman said the Board has never advanced "a defensible rationale" for treating contractually established dues-checkoff arrangements as an exception to the rule under *NLRB v. Katz*, 369 U.S. 736 (1962), that contractually established terms and conditions of employment that are mandatory subjects of bargaining are required to be continued in effect after the contract has expired until the parties negotiate a new agreement or bargain to impasse.

"We see no reason why an employer's unilateral termination of a dues-checkoff arrangement after contract expiration should not also be considered a violation of 8(a)(5)," the dissenting opinion stated in concluding the Respondents had a statutory obligation to continue dues checkoff. The opinion pointed out that "even where there is also a union-security provision in the contract, a dues-checkoff provision does not merely 'implement' the union-security clause, but serves separate and distinct functions."

(Full Board participated.)

Charges filed by Local Joint Executive Board of Las Vegas, Culinary Workers Local 226 and Bartenders Local 165, Hotel and Restaurant Employees; complaint alleged violation of Section 8(a)(5). Hearing at Las Vegas, May 13-14, 1996. Adm. Law Judge James M. Kennedy issued his decision Aug. 8, 1996.

* * *

The Timken Co. (8-CA-28174; et al.; 331 NLRB No. 86) Bucyrus, OH July 13, 2000. The Board upheld the administrative law judge's findings that the Respondent violated Section 8(a)(3) and (1) of the Act by adversely counseling, warning, and suspending employees for violating unlawful access rules; and violated Section 8(a)(1) by photographing and videotaping employees' protected, concerted activities. Noting that this case involved the rights of employees, the Board found it unnecessary to rely on the judge's discussion of *Lechmere, Inc.*, 502 U.S. 527 (1992), which involved the rights of nonemployees to access to an employer's property. [\[HTML\]](#) [\[PDF\]](#)

The Respondent excepted only to those findings and conclusions concerning its access rules and related surveillance, and to certain credibility findings. It did not except to findings that it violated Section 8(a)(1) by prohibiting employees from discussing the Steelworkers among themselves while working and by threatening an employee with discipline for observing handbilling from his work area. The General Counsel did not except to the judge's dismissal of allegations concerning the battery of a union supporter by a manager; disparate enforcement of no-solicitation/no distribution and bulletin board rules; the disciplinary counseling of two employees for harassing another employee who withdrew her authorization card; and the issuance of company parking violation notices to a union supporter.

Member Hurtgen, in finding that the Respondent's photographing violated Section 8(a)(1), noted that he dissented in *Randell Warehouse of Arizona*, 328 NLRB No. 153 (1999), and would have found the union's photographing there to be objectionable based on his view that allegedly objectionable photographing by employers and by unions is to be adjudged under the same standard. In *Randell*, Member Hurtgen did not pass on the issue concerning the circumstances under which employer photographing violates Section 8(a)(1) and whether the issue should be adjudged under the same standard as union photographing under Section 8(b)(1)(A), noting the narrower breadth of 8(b)(1)(A)'s language. He agreed that the instant employer photographing falls within the broad language of Section 8(a)(1).

Member Brame, concurring, wrote separately solely concerning the finding that the Respondent violated Section 8(a)(1) by photographing and videotaping employees' protected, concerted activities. Applying the five-part test set forth in his concurring opinion in *Randell Warehouse*, he was "satisfied that the Respondent's photographing and videotaping infringed on the employees' Section 7 rights and ran afoul of Section 8(a)(1)."

(Members Fox, Hurtgen, and Brame participated.)

Charges filed by the Steelworkers; complaint alleged violated Section 8(a)(1). Hearing at Bucyrus, Sept. 11-14, 1996. Adm. Law Judge Thomas R. Wilks issued his decision March 10, 1997.

* * *

St. Luke's Episcopal-Presbyterian Hospitals (14-CA-25025, 25142, 14-RC-11921; 331 NLRB No. 87) Chesterfield, MO July 13, 2000. Agreeing with the administrative law judge, the Board found that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging Registered Nurse First Assistant Carol Hollowood because of her protected activity (appearance on a local newscast about the Respondent's changes in its Obstetrical (OB/GYN) department). [\[HTML\]](#) [\[PDF\]](#)

The Board, citing *Hacienda De Salud-Espanola*, 317 NLRB 962 (1995), found nothing Hollowood said during the interview exceeded the bounds of the Act's protection. "Indeed, the statements made by Hollowood during the interview were neither disloyal, recklessly made, nor maliciously false," it said. The Board rejected the Respondent's defense of Hollowood's discharge based on its assertion that her fellow employees did not want to work with her because they were angry about her comments. The activity at issue is protected by the Act, the Board observed, in explaining that it "does not lose protection merely because it angered her fellow employees or superiors" and that "the subjective feelings of Hollowood's coworkers are not a relevant consideration in determining whether the Respondent's discharge of Hollowood was unlawful."

Contrary to the judge, the Board found that the statements of patient care manager, Janet Gunn, did not create the impression that Hollowood's union activities were under surveillance, and dismissed the allegation that the Respondent violated Section 8(a)(1) in this regard. The Board explained: "Gunn's comments to Hollowood only communicated the Respondent's concern that Hollowood not solicit in patient care areas. Gunn made no comments about any of Hollowood's union activities, even after Hollowood volunteered to her that she had solicited an employee outside of the facility. Further, once it became clear that there had been a misunderstanding about the location of Hollowood's solicitation, the matter was immediately dropped."

(Chairman Truesdale and Members Fox and Hurtgen participated.)

Charges filed by Textile Processors, Service Trades, Health Care, Professional and Technical Employees Local 108; complaint alleged violation of Section 8(a)(1) and (3). Hearing at St. Louis, Aug. 11-13, 1998. Adm. Law Judge George Aleman issued his decision May 7, 1999.

* * *

Electrical Workers (IBEW) Local 1298 (Asplundh Construction) (29-CD-523; 331 NLRB No. 90) Yaphank, NY July 13, 2000. The Board determined that employees of Asplundh Construction represented by Electrical Workers (IBEW) Local 1049 are entitled to perform the disputed work being performed by Asplundh Construction for Keyspan Energy at a trailer park location in Bohemia, New York, involving the installation of approximately 13,085 of 2-inch plastic gasline pipe. In making this determination, the Board relied on Asplundh's preference, its past practice, and economy and efficiency of operations. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Truesdale and Members Liebman and Brame participated.)

* * *

LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

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Marksman Metals Co., Inc. (Sheet Metal Workers Local 10) Minneapolis, MN July 11, 2000. 18-CA-15383; JD-88-00, Judge William J. Pannier III.

T.E.A.M. Scaffolding Systems, Inc. (Carpenters and its Louisiana-Mississippi Regional Council) Vicksburg, MS June 12, 2000. 15-CA-15435, 15533; JD(ATL)-36-00, Judge Keltner W. Locke.

G & K Services, Inc. (Teamsters Local 769) Miami, FL July 14, 2000. 12-CA-20361; JD(ATL)-37-00, Judge Jane Vandeventer.

Alter Barge Lines, Inc. (Pilots Agree Assn. of the Great Lakes and Rivers Maritime Region Membership Group, ILA) Memphis, TN July 12, 2000. 26-CA-18645; JD(ATL)-34-00, Judge Pargen Robertson.

Island Knitting Corp. (UNITE Local 155) Brooklyn, NY July 10, 2000. 29-CA-23028; JD(NY)-49-00, Judge Howard Edelman.

Blueberries Gourmet, Inc. (Food & Commercial Workers Local 1500) Brooklyn, NY July 12, 2000. 29-CA-22860; JD(NY)-50-00, Judge Howard Edelman.

WLVI-TV, Inc. (IBEW Local 1228) Boston, MA July 12, 2000. 1-CA-37457; JD(NY)-51-00, Judge Raymond P. Green.

Composite Energy Management Systems, Inc. (Auto Workers UAW) Grand Rapids, MI July 11, 2000. 7-CA-42398; JD-74-00, Judge C. Richard Miserendino.

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Garden State Newspapers, Inc. d/b/a Long Beach Press Telegram (Los Angeles Newspaper Guild, TNG-CWA Local 39069) Long Beach, CA June 30, 2000. 21-CA-32672, 32761; JD(SF)-41-00, Judge Gerald A. Wacknov.