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

Index of Back Issues Online

April 13, 2001 W-2786

CASES SUMMARIZED

SUMMARIES CONTAIN LINKS TO FULL TEXT

OTHER CONTENTS

(GC 01-04) Guidelines for Response to *Beck* Related Public Inquiries

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Plasterers Local 502 (Elliot Construction) (13-CD-599; 333 NLRB No. 96) Glen Ellyn, IL April 4, 2001. In this Section 10(k) proceeding, the Board determined that the Plasterers' and Cement Masons' Union; rather than the Carpenters, is entitled to perform the work in dispute based on the factors of collective-bargaining agreement, employer preference and past practice, area practice, relative skills, and economy and efficiency of operations. [HTML] [PDF]

(Chairman Truesdale and Members Liebman and Walsh participated.)

* * *

Watkins Engineers & Constructors, Inc. (12-CA-18146; 333 NLRB No. 99) Jacksonville, FL April 4, 2001. Applying its decision in *FES,* 331 NLRB No. 20 (2000), the Board agreed with the administrative law judge's finding of a refusal-to-consider violation, but remanded to the judge the refusal-to-hire portion of the case (including, if necessary, reopening the record). The judge had found the Respondent did not violate Section 8(a)(3) and (1) of the Act by refusing to consider for hire, 24 union-affiliated applicants ("salts"). [HTML] [PDF]

(Chairman Truesdale and Members Liebman and Walsh participated.)

Charge filed by Boilermakers; complaint alleged violation of Section 8(a)(3) and (1). Hearing at Jacksonville, Aug. 10-13, 1998. Adm. Law Judge George Carson II issued his decision Nov. 6, 1998.

* * *

Food & Commercial Workers Local 367 (19-CC-1950; 333 NLRB No. 84) Tacoma, WA April 4, 2001. Affirming the administrative law judge, the Board majority of Chairman Truesdale and Member Hurtgen found the Respondent Union violated Section 8(b)(4)(ii)(B) of the Act by coercing and threatening Quality Food Centers, Inc. (QFC) by filing a grievance and demanding arbitration with an object of forcing it to cease doing business with Cinnabon, Inc. The Respondent failed to establish the defense of work preservation or right of control, it concluded. The majority found that the Respondent's conduct was directed at a neutral party, QFC, and was tactically calculated to achieve union objectives vis-à-vis Cinnabon and outside the Respondent's contractual relationship with QFC. [HTML] [PDF]

In a concurring opinion, Member Hurtgen emphasized that the work of the Cinnabon employees is non-unit work and not fairly claimable. In dissent, Member Liebman would dismiss the complaint. In view of the close connection between the work claimed by the Respondent and the work traditionally performed by the bargaining unit, she thought the Respondent should be permitted to test its claim before an arbitrator.

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charge filed by Cinnabon; complaint alleged violation of Section 8(b)(4)(ii)(B). Hearing at Seattle on June 26, 1997. Adm. Law Judge Frederick C. Herzog issued his decision March 11, 1998.

* * *

Morgan's Holiday Markets (20-CA-23314, 25025; 333 NLRB No. 92) Chico, CA April 5, 2001. In this case, the Board clarified the standard set forth in *Brown & Sharpe Mfg. Co. III,* 321 NLRB No. 924 (1996), to determine whether the "materiality" element of the fraudulent concealment doctrine has been met. The Board adopts the following standard of materiality under which a charge may be reinstated if the addition of evidence fraudulently concealed would, as an objective matter, make the critical difference in determining whether or not there was reasonable cause to believe the Act was violated: [HTML] [PDF]

> The new evidence would make a "critical difference" if it so significantly alters the total mix of information available that, for the first time, there is reasonable cause to believe that the Act has been violated. Under this objective "reasonable cause" standard our inquiry is twofold: 1) whether, based on the evidence before the General Counsel at the time of dismissal, there was no reasonable cause to believe that the Act had been violated, and 2) whether, based on the evidence before the General Counsel at the time of the reinstatement of the charge and issuance of complaint (including the fraudulently concealed evidence), there is reasonable cause to believe that the Act was violated. If we find that there was 'reasonable cause to believe' at the time of dismissal, then the concealed evidence, even if it strengthens the case, is simply incremental and does not significantly alter the total mix of information initially available to the General Counsel. Such evidence will not be treated as "material," and Section 10(b) will bar the complaint.

Applying this standard to the present alter ego case, the Board agreed with the administrative law judge's conclusion to dismiss the complaint which had reinstated a dismissed charge under the fraudulent concealment exception to Section 10(b) of the Act.

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by Food & Commercial Workers Local 588; complaint alleged violation Section 8(a)(1) and (5). Hearing held in San Francisco in 1995. Adm. Law Judge Mary Miller Cracraft issued her decision December 1, 1995.

* * *

Electrical Workers IBEW Local 103 (Lucent Technologies, Inc.) (1-CD-1008, 1009; 333 NLRB No. 101) Shrewsbury, MA April 4, 2001. The Board determined that Lucent's employees represented by the Communications Workers of America and its Local 1290 rather than those represented by Electrical Workers IBEW Local 103 are entitled to perform the installation of the telecommunications systems, including but not limited to the delivery of the DC powerplant from the vendor, the installation of the supeerstructure, the installation of the DC powerplant, and the installation, turn up, and testing of the Lucent 5ESS switching equipment where the jurisdictions of Local 1290 and Local 103 coincide. In making its award, the Board relied on the factors of collective-bargaining agreements, employer preference and past practice, relative skills, and economy and efficiency of operations. [HTML] [PDF]

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

* * *

Dynatron/Bondo Corp. (10-CA-29735; 333 NLRB No. 90) Atlanta, GA April 3, 2001. The administrative law judge found, and the Board agreed, that the parties were unable to reach an agreement due in part to the Respondent's unremedied unfair labor practices, that the parties could not, and did not, reach a good-faith impasse, and that the Respondent violated Section 8 (a)(5) and (1) of the Act by declaring impasse and implementing its final contract proposals by changing wages and group health insurance. The Respondent's unfair labor practices began shortly after the Union's certification in 1991 as the collective-bargaining representative of the Respondent's production and maintenance employees and continued during negotiations. The Board found "there is ample evidence that the Respondent's conduct made it harder for the parties to come to an agreement," applying *Alwin Mfg. Co.,* 326 NLRB 646 (1988), enfd. 192 F.3d 133 (D.C. Cir. 1999), which held that only "serious unremedied unfair labor practices that affect negotiations will taint the asserted impasse." [HTML] [PDF]

(Members Liebman, Hurtgen, and Walsh participated.)

Charge filed by UNITE; complaint alleged violation of Section 8(a)(1) and (5). Adm. Law Judge Keltner W. Locke issued his supplemental decision April 15, 1999.

* * *

Oklahoma Fixture Co. (16-CA-16265; 333 NLRB No. 95) Tulsa, OK April 4, 2001. On a stipulated record, Members Liebman and Walsh held that Oklahoma Insulation Company (OIC) is the alter ego of Oklahoma Fixture Co. (OFC); and that the Respondents violated Section 8(a)(5) and (1) of the Act by refusing to bargain collectively with the Carpenters District Council of North Central Texas by failing to provide the Union with information it requested concerning OFC's relationship to OIC, and failing to apply the terms and conditions of the 1975-1978 master agreement between the North Texas Contractors Association (NTCA) and the Union to OIC employees from March 1, 1993 to April 30, 1995. Member Hurtgen dissented. [HTML] [PDF]

At issue is whether the 8(f) relationship established by the Union's and OFC's 1975 "me-too" agreement survived the expiration of the 1975-1978 NTCA collective-bargaining agreement. The majority held that by entering into the "me-too" agreement with the Union, which was then in the process of negotiating a new master contract with NTCA, OFC voluntarily entered into a collective-bargaining relationship with the Union and agreed to abide by the existing 1973-1975 master agreement and then to accept all terms of the successor agreement which would result from the NTCA-Union negotiations, including an automatic renewal provision in the Duration Clause requiring written notice of termination. The majority wrote:

"[W]e necessarily disagree with the General Counsel's contention that OFC was bound to a series of successor master agreements negotiated by NTCA and the Union. . . . Rather, the language of the me-too agreement was similar to that appearing in the letters of assent in issue in Fortney & Weygandt and Wilson & Sons, which the Board construed as binding each signatory to automatic renewal of the original master agreement, not to the successor master agreement." *Fortney & Weygandt,* 298 NLRB 863 (1990) and *Wilson & Son Heating,* 302 NLRB 802 (1991), enf. Denid 971 F.2d 758 (D.C. Cir. 1992). Applying *Pergament United Sales,* 296 NLRB 333 (1989), enfd. 920 F.2d 130 (2d Cir. 1990), the majority held that OFC was bound to annual automatic renewals of the 1975-1978 master agreement even though the complaint allegations are not based on that theory.

Member Hurtgen disagreed that OFC was bound to annual renewals of the contract between the Union and NTCA, finding that the NTCA and the Union are the only parties contemplated by the duration clause and noting "even the General Counsel does not make this contention." When the Union gave timely notice to NTCA that it was terminating the 1975-1978 contract, that contract and OFC's contractual obligation ended on April 30, 1978, he reasoned. Member Hurtgen found Fortney & Weygandt is distinguishable and noted Wilson & Sons was denied enforcement on the relevant point. He did not reach the issue of whether OFC and OIC are alter egos and did not find that there was an "informational" Section 8(a)(5) violation because the premise for the violation--that OFC was bound to the NTCA contract and that OIC might be an alter ego of OFC and thus bound as well--is incorrect.

(Members Liebman, Hurtgen, and Walsh participated.)

Charge filed by Carpenters District Council of North Central Texas; complaint alleged violation of Section 8(a)(1) and (5). Parties waived their right to a hearing before an administrative law judge.

* * *

Westchester Iron Works Corp. (2-CA-31494; 333 NLRB No. 102) Bronx, NY April 5, 2001. The Board affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging Cesar Barillas and Juan Cabrera because of their union and protected, concerted activities; and violated Section 8(a)(1) in various respects, including threats, interrogation, warning and advising its employees to withdraw their prevailing wage complaint with the New York City Office of the Controller, and directing its employees to engage in physical violence towards Iron Workers Local 361 representatives. [HTML] [PDF]

(Chairman Truesdale and Members Liebman and Walsh participated.)

Charge filed by Juan Cabrera, an individual; complaint alleged violation of Section 8(a)(1) and (3). Hearing at New York, March 1-2, 10 and April 8, 1999. Adm. Law Judge Steven Davis issued his decision Oct. 13, 1999.

* * *

Morgan's Holiday Markets (20-CA-25176; 333 NLRB No. 91) Cottonwood, CA April 5, 2001. Agreeing with the administrative law judge, the Board held that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to make contributions for hours worked for the months of December 1992 and January 1993 on behalf of unit employees to various union trust funds administered by the Retail Clerks and Employers Benefit Plans of Northern California without the consent of Food and Commercial Workers Local 588. The Respondent claimed it had no obligation to make the contributions because the parties reached a good-faith impasse in October 1992 while bargaining for a successor contract to the parties' 1989-1992 agreement. [HTML] [PDF]

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charge filed by Food and Commercial Workers Local 588; complaint alleged violation of Section 8(a)(1) and (5). Hearing at San Francisco on Sept. 16, 1996. Adm. Law Judge Mary Miller Cracraft issued her decision April 4, 1997.

* * *

Saia Motor Freight Line (16-CA-19981, et al.; 333 NLRB No. 87) Grand Prairie, TX April 4, 2001. Chairman Truesdale and Member Walsh affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by promulgating an overly broad no-solicitation/no distribution rule to discipline employee Steven Lucas; and violated Section 8 (a)(3) and (1) by issuing a disciplinary warning to him for supporting Teamsters Local 745 and engaging in protected concerted activity. They found however that a Wright Line analysis is not appropriate, noting that the discipline itself constituted a violation of Section 8(a)(3) and (1) (it was imposed pursuant to the unlawful rule) and that the written warning notice makes clear that Lucas was being warned solely for "distributing union literature at the Jonesboro terminal." See *Felix Industries,* 331 NLRB No. 12 (2000) (Wright Line analysis inappropriate where conduct for which respondent claims to have discharged employee was protected). [HTML] [PDF]

Member Hurtgen, concurring, does not agree that disciplinary action, which is imposed pursuant to an unlawful rule, is necessarily unlawful. See the dissenting opinion in *Miller's Discount Dept. Stores,* 198 NLRB 281, 283 (1972). He noted however that the Respondent warned Lucas for soliciting and about distributing union literature, as distinguished from soliciting during working time and distributing literature in a work area; and that the Respondent did not know or care whether the solicitation was on working time or whether the distribution was in a work area. Member Hurtgen agreed that the Wright Line test is not appropriate with respect to Lucas. He noted his agreement with the principle in Felix Industries and his finding that the activity there was not protected.

The Board affirmed the judge's finding that the Respondent did not engage in unlawful surveillance and did not create the impression of surveillance of the employees' union activities when it photographed the Union's handbilling on August 26, 1999. No exceptions were filed to the judge's finding that the Respondent did not violate Section 8(a)(1) by threatening employees that it would close its Grand Prairie facility if the employees voted for the Union, or by interrogating Lucas about the union activities of other employees.

(Chairman Truesdale and Members Hurtgen and Walsh participated.)

Charge filed by Teamsters Local 745; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Fort Worth on Feb. 15, 2000. Adm. Law Judge Keltner W. Locke issued his decision March 17, 2000.

* * *

Allegheny Ludlum Corporation (6-CA-26862; 333 NLRB No. 109) Pittsburgh, PA March 30, 2001. The Board held that the Respondent unlawfully polled its employees by soliciting their participation in a campaign videotape which the Respondent presented to employees prior to an election. Acting on a remand from the D.C. Circuit court of appeals, the Board revised its standards governing employee participation in an employer's campaign videotape. *Allegheny Ludlum v. NLRB,* 104 F.3d 1354 (D.C. Cir. 1997), denying enf. in pert part to 320 NLRB 484 (1995). [HTML] [PDF]

The Respondent began filming for a videotape entitled "The 25th Hour" a few weeks before the election. The videotape presented the Respondent's position that employees should vote against union representation, includes segments in which unit employees discuss their satisfaction with the status quo at Allegheny Ludlum and their dissatisfaction with union representation at prior employers and state that they intend to vote "no" in the upcoming election. The videotape closes with images of unit employees at their workplaces, many of whom are shown waving at the camera, accompanied by an upbeat sound track with such lyrics as "Allegheny Ludlum is you and me" and statements by the narrator and employees as to why employees should vote against representation.

The Respondent hired an outside film crew to film employees at their workstations. Some employees were individually approached by the Respondent's manager of communication services and asked if they would consent to be filmed. Others were filmed without a prior explanation of the purpose of the filming. Upon hearing of the filming, the Union protested to the Respondent that it was unlawfully polling employees. The Respondent continued filming but distributed a notice to employees telling them that the Respondent was preparing a video for the election and that employees who did not want to appear in it should notify either the personnel office or the film crew. The Respondent accepted and maintained written lists of employees who asked to be excluded from the video.

The Board concluded that the Respondent's solicitation of employees to appear in the video was an unlawful poll. Reviewing past decisions in which employers distributed campaign paraphernalia to employees, the Board concluded that individual solicitations of employees coerce employees by placing them in the position of having to "make an observable choice that demonstrates their support for or rejection of the union." *Barton Nelson,* 318 NLRB 712 (1995). However, the Board also held that an employer may lawfully solicit employees to appear in a campaign video if each of the following requirements is satisfied:

1. The solicitation is in the form of a general announcement which discloses that the purpose of the filming is to use the employee's picture in a campaign video, and includes assurances that participation is voluntary, that nonparticipation will not result in reprisals, and that participation will not result in rewards or benefits.
2. Employees are not pressured into making the decision in the presence of a supervisor.
3. There is no other coercive conduct connected with the employer's announcement such as threats of reprisal or grants or promises of benefits to employees who participate in the video.
4. The employer has not created a coercive atmosphere by engaging in serious or pervasive unfair labor practices or other comparable coercive conduct.
5. The employer does not exceed the legitimate purpose of soliciting consent by seeking information concerning union matters or otherwise interfering with the statutory rights of employees.

A majority of the Board (Chairman Truesdale and Members Liebman and Walsh) further concluded that these principles apply regardless of whether an employee has previously identified himself as opposed to union representation. The majority reasoned that Section 7 necessarily protects an employee's right to choose the degree to which he or she wishes to express support for, or opposition to, union representation. See *Gonzales Packing Co.,* 304 NLRB 805, 816 (1991) (supervisor violated Sec. 8(a)(1) by approaching employees, some of whom had previously voiced antiunion sentiments, and asking them to wear "Vote No" buttons). Accordingly, the majority held that "an employee, having once expressed opposition to union representation in some fashion, does not thereby forfeit the right to make for himself or herself, free of employer coercion, the entirely separate choice of whether to participate, or not to participate, in the employer's campaign by appearing in a campaign videotape."

Member Hurtgen, dissenting with respect to this issue, stated that in his view, direct solicitation of employees who are open opponents of the union is permissible. Because the employees, by their own conduct, openly demonstrated their opposition to the union, an employer solicitation does not place them in a position where they are pressured to "make an observable choice that demonstrates their support for or rejection of the union."

The Board also held that an employer may include an employee in a campaign video without his permission if the video does not indicate the employee's position on unionization. The Board stated that it was overruling its 1993 decision in *Sony of America,* 313 NLRB 420 (1993), to the extent it was inconsistent with these principles. However, the Board further stated that the employer cannot affirmatively mislead employees about the use of their image, the video must contain a disclaimer that it is not intended to reflect the views of the employees in it, and nothing in the video can contradict the disclaimer.

(Chairman Truesdale and Members Liebman, Hurtgen, and Walsh participated.)

* * *

APT Medical Transportation, et al. (31-CA-21879, 21880; 333 NLRB No. 98) Los Angeles, CA April 3, 2001. Chairman Truesdale and Member Hurtgen, with Member Liebman concurring, affirmed the administrative law judge's dismissal of the complaint allegations that the Respondents violated Section 8(a)(1) and (5) of the Act by failing and refusing to bargain in good faith with National Association of Government Employees (NAGE) and International Association of EMT's and Paramedics (IAEP). [HTML] [PDF]

Negotiation sessions between the parties began October 3, 1995 and continued intermittently through June 1996. Although tentative agreements were reached on a number of issues during these sessions, the stalemate over arbitration and union security continued. The Board agreed with the judge that there is no evidence that the Respondents were motivated by bad faith or an intent to frustrate agreement.

In concurring, Member Liebman wrote:

> This case arises out of first contract bargaining. The complaint alleges bad-faith surface bargaining by the Employer. There is perhaps no more difficult problem in contemporary labor-management relations than achieving an initial agreement, and nothing more critical to establishing the new relations than the tone and conduct of the first negotiations. The Board should therefore exercise special care in monitoring the first contract bargaining process and closely scrutinize behavior which "reflects a cast of minds against reaching agreement." [NLRB v. Katz, 369 U.S. 736 (1962)] After careful review of this extremely close case, I have concluded, in agreement with my colleagues, that although there are factors indicating a lack of good faith, on balance, the evidence does not support a finding that the Respondents violated Section 8(a)(5).

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by NAGE and IAEP; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Los Angeles on Aug. 26 and 27, 1996. Adm. Law Judge Michael D. Stevenson issued his decision Feb. 14, 1997.

* * *

Specialty Sands, Inc. (7-CA-42928(1), (2); 333 NLRB No. 93) Nunica, MI April 4, 2001. The Board upheld the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by refusing to recall employees Richard W. Strange and Allan A. Bewalda after a seasonal layoff because they had concertedly requested improvements in their terms and conditions of employment, rejecting the Respondent's defense that its actions were motivated by exigencies of its business operations. [HTML] [PDF]

(Chairman Truesdale and Members Hurtgen and Walsh participated.)

Charges filed by Richard W. Strange and Allan A. Bewalda, individuals; complaint alleged violation of Section 8(a)(1). Hearing at Grand Rapids on Sept. 28, 2000. Adm.Law Judge Nancy M. Sherman issued her decision Jan. 12, 2001.

* * *

Georgia Farm Bureau Mutual Insurance Companies (10-CA-31631; 333 NLRB No. 100) Covington, GA April 5, 2001. The

administrative law judge found, and the Board agreed, that the Respondent violated Section 8(a)(1) of the Act by issuing warning letters to insurance sales agents W. Scott Knight, Alan Lord, Janet Frix, and Thomas Ewing; imposing onerous working conditions on the employees; reducing their earnings' potential; causing the termination of Frix and Knight; placing Lord and Ewing on a "work program;" and discharging Lord and Ewing. The judge concluded that the employees engaged in protected concerted activity when they reported to the Georgia State Insurance Commissioner's Office and the Respondent's claims department that their supervisor, Agency Manager Donia Smith, knowingly mishandled claims; and that the Respondent retaliated against the employees for reporting the misconduct and that the reprisal was motivated by the Respondent's animus toward the employees' protected concerted activity. [HTML] [PDF]

Agreeing with the judge that the Respondent's retaliatory conduct forced Frix and Knight to quit their employment, and that accordingly Frix and Knight were constructively discharged in violation of Section 8(a)(1), Chairman Truesdale and Member Liebman found both elements of *Crystal Princeton Refining Co.,* 222 NLRB 1068 (1976), have been established. Under that two-prong test: 1) the burdens imposed upon the employee must cause, and be intended to cause, a change in the employee's working conditions so difficult or unpleasant as to force him to resign; and 2) it must be shown that those burdens were imposed because of the employees' protected activities.

Member Hurtgen, dissenting in part, agreed that the Respondent unlawfully made certain changes in the employment conditions of Frix and Knight because of their protected activity, but he disagreed that those changes were so intolerable as to have forced their resignations. He wrote in explaining why he would dismiss the complaint on the constructive discharge allegations: "In my view, all of the Respondent's actions fall far short of creating such intolerable conditions that the employees could not realistically remain in the Respondent's employ. The employees could have continued to work and filed a charge protesting the change in working conditions."

(Chairman Truesdale and Members Liebman and Hurtgen participated.)

Charges filed by W. Scott Knight and Alan Lord, individuals; complaint alleged violation of Section 8(a)(1). Hearing at Covington, Oct. 28-29, 1999. Adm. Law Judge Lawrence W. Cullen issued his decision Feb. 15, 2000.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Anderson Brothers Storage and Moving Corporation (Teamsters Local 705) Chicago, IL April 5, 2001. 13-CA-38719; JD (ATL)-21-01, Judge William N. Cates.

Campbell Electric Co., Inc., (Electrical Workers [IBEW] Local 153) South Bend, IN April 5, 2001. 25-CA-27041-1; JD-48-01, Judge Eric M. Fine

Judd Contracting, Inc. (an Individual) Detroit, MI April 5, 2001. 7-CA-43054; JD-45-01, Judge Earl E. Shamwell Jr.

T & M Painting (Painters Council 51) Baltimore, MD April 4, 2001. 5-CA-28994; JD-46-01, Judge Martin J. Linsky.

United States Postal Service (an Individual) Hartford, CT April 3, 2001. 34-CA-9194(P), 34-CB-2378(P); JD-44-01, Judge Margaret M. Kern.

In Home Health, Inc. (Longshoremen ILA) Virginia Beach and Suffolk, VA April 2, 2001. 5-CA-29110; JD-41-01, Judge Benjamin Schlesinger.

American Feed & Farm Supply, Inc. (Teamsters Local 541) North Kansas City, MO March 19, 2001. 17-CA-20746; JD(SF)-21-01, Judge Mary Miller Cracraft.

Titanium Metals Corporation (an Individual) Henderson, NV March 30, 2001. 28-CA-15910; JD(SF)-22-01, Judge John J. McCarrick.

* * *

NO ANSWER TO COMPLIANCE SPECIFICATION

(In the following cases, the Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to file an answer to the compliance specification.)

Womack Brothers (Teamsters Local 525) (14-CA 25027; 333 NLRB No. 85) Lenzburg, IL March 29, 2001.

Kenco Electric & Signs (Electrical Workers (IBEW) Local 995) (15-CA-14219; 333 NLRB No.108) Alexandria, LA April 5, 2001.

* * *

NO ANSWER TO COMPLAINT

(In the following cases, the Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to answer the complaint.)

Versatech Industries, Inc. (Service Employees Local 254) (1-CA-38494; 333 NLRB No. 107) Chestnut Hill, MA April 5, 2001.

Cannon Valley Woodwork, Inc. (Boilermakers) (25-CA-27188-1; 333 NLRB No. 97) Kokomo, IN April 6, 2001.

* * *

WITHDRAWAL OF ANSWER

(In the following cases, the Board granted the General Counsel's motion for summary judgment based on the withdrawal of the Respondent's answer to the complaint.)

Renzenberger, Inc. (United Transportation Local 1670) (15-CA-15735; 333 NLRB No. 106) Livonia, LA April 5, 2001.

Freeland Manufacturing Company (Auto Workers Local 157) (7-CA-43192; 333 NLRB No. 89) Detroit, MI March 30, 2001.