

## 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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July 27, 2001

W-2801

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*Colburn Electric Co.* (15-CA-13614, 13617; 334 NLRB No. 72) Broken Arrow, OK July 16, 2001. Applying its framework set forth in *FES*, 331 NLRB No. 20 (2000), the Board agreed with the administrative law judge's findings that the Respondent did not violate the Act by changing its job application policy and hiring practices; by refusing to consider for hire and to hire applicants Russell, Goetzman, Longuepee; and by discharging employees Cage, Clary and Simoneaux. The Board further agreed with the judge that the Respondent violated the Act by maintaining a discriminatory no-solicitation rule, by requiring employees to signify their assent to this unlawful rule, by threatening employees with discharge if they engaged in union activities, and by issuing a written warning to employee Zylks and by discharging him because of his union activities. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charges filed Electrical Workers Local 995, [IBEW]; complaint alleged violation of Section 8(a)(1) and (3). Hearing in Baton Rouge, LA, April 15 - 18, 1997. Adm. Law Judge Keltner W. Locke issued his decision Feb. 20, 1998.

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*Integrated Health Services, Inc. d/b/a IHS at West Broward, et al.* (12-CA-20937, et al.; 334 NLRB No. 84) Atlanta, GA July 18, 2001. The Board concluded that the Respondents' amended answer to the consolidated complaint raised issues requiring a hearing before an administrative law judge and denied the General Counsel's motion to strike and return the Respondents' amended answer and motion for summary judgment. The consolidated complaint alleges that the Respondents violated Section 8(a)(5) and (1) of the Act by failing to bargain over the effects of the sale of their facilities and failing to furnish 1115, Florida Division of SEIU and UNITE Local 2000 with certain relevant information. In their answer, the Respondents admitted in part and denied in part the allegations of the complaint and set forth two affirmative defenses. The Respondents' amended answer, unlike the initial answer, denies that they failed and refused to furnish the Unions with the information requested and that they failed and refused to bargain with the Unions over the effects of the sale of the facilities. The Board decided that Section 102.23 of the Board's Rules and Regulations "dictate" that it accept the Respondents' amended answer even in the absence of a motion requesting permission to amend because it was amended prior to hearing. See *Florida Steel Corp.*, 222 NLRB 586, 587 (1976). [\[HTML\]](#) [\[PDF\]](#)

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by 1115, Florida Division of SEIU and UNITE Local 2000; complaint alleged violation of Section 8(a)(1) and (5). General Counsel filed motion for summary judgment Jan. 9, 2001 and motion to strike the Respondents' response and amended answer Feb. 14, 2001.

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*Brown & Root, Inc.* (15-CA-14990-1; 334 NLRB No. 83) Houston, TX July 19, 2001. Affirming the administrative law judge, the Board held that the Respondent violated Section 8(a)(1) of the Act by telling the employees of its predecessor (Brown-Eagle Contractors) that they would not be able to retain Food and Commercial Workers Local 1657 as their bargaining representative if they became the Respondent's employees; and violated Section 8(a)(5) and (1) by refusing to hire 48 of those employees after learning that some of them wanted to continue their union representation. The judge found, and the Board agreed, that the Respondent was the successor employer of the unit at issue and was obligated to bargain with the Union over the unit employees' terms of employment. [\[HTML\]](#) [\[PDF\]](#)

Contrary to the judge, the Board found that the Respondent violated Section 8(a)(5) and (1) by unilaterally setting the initial terms of employment for the unit, noting "the Burns right to set initial terms and conditions of employment must be understood in the context of a successor that will recognize the affected unit employees' collective bargaining representative and enter into

good-faith negotiations with that union." *Advanced Stretchforming International, Inc.*, 323 NLRB 529, 530 (1997), enfd. in relevant part 233 F.3d 1176 (9th Cir. 2000). The Respondent in this case "attempted to avoid its bargaining obligations by first telling the Brown-Eagle employees that it was 'going to stay' nonunion and that 'they would be non-union,' and then by unlawfully refusing to hire most of them in order to make good its threat," the Board said. It required hiring and backpay for the discriminatees and that the Respondent restore the terms and conditions of employment established by the Union's contract with the predecessor employer at the time of the successorship, until the Respondent negotiates a new contract with the Union or negotiates to impasse.

(Members Liebman, Truesdale, and Walsh participated.)

Charge filed by Food and Commercial Workers Local 1657; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Mobile, Feb. 22 - 25, 1999. Adm. Law Judge Pargen Robertson issued decision May 26, 1999.

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*Alcon Fabricators, a Division of Alcon Industries* (8-CA-26240; 334 NLRB No. 85) Cleveland, OH July 18, 2001. The Board agreed with the administrative law judge that, in light of the Sixth Circuit's remand and the Supreme Court's decision in *Allentown Mack Sales & Service, Inc. v. NLRB*, 522 U.S. 359 (1998), the Respondent did not unlawfully withdraw recognition from Auto Workers UAW Local 217 and dismissed the complaint. Previously, the Board had affirmed the judge's finding that the Respondent withdrew recognition in violation of Section 8(a)(5) and (1) of the Act and adopted his recommended Order. 317 NLRB 1088 (1995). The Sixth Circuit, in denying the Board's petition for enforcement of its Order, held that the Board's conclusion that the Respondent unlawfully withdrew recognition from the Union was not supported by an adequate consideration of the totality of the evidence as it related to the reasonableness of the Respondent's good-faith doubt; and that the judge failed to make credibility determinations necessary for proper consideration of the Respondent's claim of good-faith doubt. [\[HTML\]](#) [\[PDF\]](#)

In its order remanding the proceedings to the chief administrative law judge, the Board noted that, while the instant proceedings were pending before it pursuant to the court's remand, the Supreme Court issued its decision in *Allentown Mack*, which addressed the Board's interpretation and application of the good-faith doubt standard and concluded, contrary to the Board, that the evidence supported *Allentown Mack's* claim of good-faith doubt. The Board invited the parties in the instant case to submit briefs to the judge regarding the impact of the *Allentown Mack* decision on these proceedings. Following the Supreme Court's decision in *Allentown Mack*, the Board established in *Levitz Furniture Co.*, 333 NLRB No. 105 (2001), a new standard for determining the lawfulness of an employer's unilateral withdrawal of recognition from an incumbent that would only be applied prospectively; "all pending cases involving withdrawals of recognition [will be decided] under existing law: the 'good-faith uncertainty' standard as explicated by the Supreme Court" in *Allentown Mack*, supra. Id. slip op. at 12.

On remand, the judge made the requisite credibility determinations and found that the Respondent had a good-faith uncertainty as to the Union's continued majority support and that its withdrawal of recognition was not unlawful. Agreeing with the judge, the Board applied the law of the case established by the Sixth Circuit's remand and the "reasonable uncertainty" standard of *Allentown Mack*. It wrote: "Five of the fourteen or fifteen unit employees advised the Respondent that they did not wish to be represented by the Union; a decertification petition was filed; two employees advised the Respondent's plant manager that, in their view, a majority of the employees no longer supported the Union; and the Respondent withdrew recognition within a few months of these expressions of lack of support for the Union."

(Chairman Hurtgen and Members Liebman and Walsh participated.)

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*Metro Health, Inc., d/b/a Hospital Metropolitan* (24-CA-8149; 334 NLRB No. 75) San Juan, PR July 16, 2001. The Board affirmed the administrative law judge's finding that the Respondent violated the Act by withdrawing recognition from and refusing to bargain with the Union as the representative of the Respondent's employees in six bargaining units. It held that an affirmative bargaining order was warranted as a remedy for the Respondent's unlawful conduct. [\[HTML\]](#) [\[PDF\]](#)

The Board concluded the Respondent produced no evidence that would even arguably indicate that the Union had lost majority support as of Dec. 3, 1998, when the Respondent withdrew recognition. It said the Respondent relied instead "on 7-month-old statements of dissatisfaction with a union official who had long since been replaced as the Union's negotiator, a demonstration of some kind that took place more than 5 months before the withdrawal and which may or may not have been supported by any unit employees, and other factors that either did not exist (the Union's asserted lack of interest in representing employees) or are simply not evidence of loss of majority status (lack of employee participation in contract negotiations, the mere filing of a decertification petition, and employee opposition to dues checkoff)."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Unidad Laboral de Enfermeras (os) y Empleados de la Salud; complaint alleged violation of Section 8(a)(5) and (1). Hearing in Hato Rey, June 28, 2000. Adm. Law Judge George Alemán issued his decision Sept. 29, 2000.

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*Webcro Industries* (17-CA-19898; 334 NLRB No. 77) Sand Springs, OK July 19, 2001. The Board adopted the administrative law judge's finding that the Respondent violated Section 8(a)(3) and (1) of the Act by laying off or terminating a number of employees because of their support of the Union except with regard to employee Casey. Contrary to the judge, the Board found that the General Counsel failed to establish that Casey's union activities were a motivating factor in the Respondent's decision to lay him off. [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen dissented in part on a waiver issue. Members Truesdale and Walsh agreed with the judge that discriminatee Martin did not waive his right to obtain relief under the Act by signing a severance agreement in which he purported to release the Respondent from all legal claims arising from his employment with the Respondent, including those arising under the Act. The majority pointed out that the Charging Party Union did not agree to be bound by the terms of the Respondent's agreement with Martin and that the Respondent previously committed serious violations of the Act [factors 1 and 4 of *Independent Stave Co.*, 287 NLRB No. 740 (1987)].

Chairman Hurtgen would uphold the waiver agreement, under which Martin agreed not to file any claim with any court or agency concerning his employment with Respondent or the termination. He said if *Independent Stave* applied, and he wasn't certain it did, as to factor 1 (whether the Charging Party agreed to be bound by the settlement), here there was no charging party at the time of settlement since the agreement was reached before the charge was filed. As to factor 4 (whether Respondent has engaged in a history of violations), Chairman Hurtgen said even if the Respondent's previous unfair labor practices constitute a "history" of violations, that should not necessarily void the agreement. "My colleagues believe that an employer (or union) with such a history cannot validly settle a case. I disagree."

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charge filed by Steelworkers; complaint alleged violation of Section 8(a)(3) and (1). Hearing in Tulsa, May 11 - 13 and June 8 -9, 1999. Adm. Law Judge Michael D. Stevenson issued his decision Sept. 17, 1999.

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*Pittston Coal Group* (11-CA-17702; 334 NLRB No. 90) Lebanon, VA July 20, 2001. The Board agreed with the Respondent's exception to the administrative law judge's finding that it unlawfully failed to furnish the Union with the names of C&O Mining employees who were not hired from the Respondent's panel. C&O is an independent contractor that operated a mine for the Respondent. A panel is a list of employees who have been laid off because of a reduction in the work force and who have recall rights based on seniority. The complaint alleged, and the judge found, that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide the Union, on request, with the names, hiring dates, and job titles of employees hired by C&O. At the hearing, the Respondent offered to furnish the hiring dates and job titles of all the C&O employees doing work of the types covered by the collective-bargaining agreement between the Union and the Respondent, and the names of the C&O employees who had been hired from the Respondent's panel. [\[HTML\]](#) [\[PDF\]](#)

The Board found it unnecessary to decide whether the judge correctly found that the Union demonstrated the relevance of the names of C&O employees hired "off the street." It held that "even assuming the Union demonstrated the relevance, the Respondent made a good-faith effort to persuade C&O to provide those names to the Union, and that, under the circumstances, it was not required by Section 8(a)(5) to do anything more."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Mine Workers District 28; complaint alleged violation of Section 8(a)(5) and (1). Hearing in Abington, Aug. 19 - 20, 1998. Adm. Law Judge William N. Cates issued his decision Sept. 14, 1998.

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*Littler Diecasting Corp.* (25-CA-23466, et al.; 334 NLRB No. 93) Albany, IN July 20, 2001. The Board dismissed the complaint alleging that the Respondent violated Section 8(a)(5), (3), and (1) of the Act, concluding, in agreement with the administrative law judge, that the Respondent did not fail to comply with the terms of a September 5, 1995 settlement agreement in Cases 25-CA-23466 and did not commit any postsettlement unfair labor practices. [\[HTML\]](#) [\[PDF\]](#)

The settlement agreement required the Respondent to, among other things, post a notice to employees. The Respondent posted the notice for 60 days beginning September 18, 1995. For the first week (September 18-25), it posted a letter next to the notice stating that the Company believed it had not violated the Act and that it had settled the case to avoid litigation costs. On September 20, 1995, a decertification petition was filed in Case 25-RD-1241. The Regional Director dismissed the petition on May 17, 1996, because of the affirmative bargaining provision in the settlement agreement.

In exceptions to the judge's dismissal of the complaint, the General Counsel argued that the Respondent failed to comply with the settlement agreement by posting the letter next to the notice and committing subsequent unfair labor practices, i.e., withdrawing recognition; that the numerous and substantial unfair labor practices tainted the employee petition and that the Respondent did not have a good-faith doubt of the Union's majority status when it withdrew recognition; and that the language of the employee petition was not a clear statement that the signers no longer desired union representation.

The Board agreed with the judge that the Respondent's posted letter did not so undermine the settlement agreement as to amount to noncompliance and, accordingly, there were no unremedied unfair labor practices when the Respondent withdrew recognition. Applying the "good-faith uncertainty" standard set forth by the Supreme Court in *Allentown Mack Sales & Service, Inc. v. NLRB*, 522 U.S. 359 (1998), the Board found that the Respondent's withdrawal of recognition was lawful. This case was pending at the time the Board issued *Levitz*, 333 NLRB No. 105 (2001), in which it established a new standard for determining the lawfulness of an employer's unilateral withdrawal of recognition from an incumbent union that would only be applied prospectively; all pending cases involving withdrawals of recognition would be decided under existing law: the "good-faith uncertainty" standard.

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Auto Workers UAW; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Muncie, July 14-15, 1997. Adm. Law Judge Richard A. Scully issued his decision April 7, 1998.

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*Fred Meyer Alaska, Inc.* (19-RC-14049, et al.; 334 NLRB No. 94) Juneau and Fairbanks, AK July 19, 2001. The Board held, contrary to the Regional Director, that the meat and seafood managers working in the Employer's Juneau and Fairbanks, AK retail stores are supervisors within the meaning of Section 2(11) of the Act because they, like the meat managers in the Employer's four Anchorage, AK stores, exercise independent judgment in hiring employees and/or effectively recommending hiring for their respective departments. Food and Commercial Workers Local 1496 seeks to represent units of employees working in the meat and seafood departments of the Juneau and Fairbanks stores. Reversing the Regional Director and excluding the Juneau and Fairbanks meat and seafood managers from the unit found appropriate, the Board held that their role in the Employer's hiring process is consistent with that of the Anchorage meat managers found by the Regional Director to be

statutory supervisors in Case 19-RC-14004. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

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*Golden State Warriors* (32-CA-16655; 334 NLRB No. 96) Oakland, CA July 19, 2001. Members Liebman and Truesdale affirmed the administrative law judge's finding that the Respondent's temporary, one-season shutdown (1996-1997) of its vending operations during the planned renovation of the Oakland Coliseum Arena (the Arena) did not extinguish its preexisting 9(a) collective-bargaining relationship with the Union representing a unit of the Respondent's seasonal vendors; and that the Respondent violated Section 8(a)(5) and (1) of the Act by these acts: unilaterally changing established vendor recall procedures and compensation methods, and failing to recognize or bargain with Concession Vendors Local 468, Graphic Communications upon resumption of vending operations at the Arena during the 1997-1998 season for the Golden State Warriors, a professional basketball team franchised by the National Basketball Association. During the one season closure of the Arena for renovations, the Warriors played their home games 50 miles away in the San Jose Arena. The majority also affirmed the judge's finding that the Respondent violated Section 8(a)(3) and (1) by failing to recall former vendors in accord with past practice, for fear that the Union would make exorbitant compensation demands. [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen dissented. He wrote in finding that the former vendors who worked at the Arena during and before the 1995-1996 basketball season did not have a reasonable expectation of reemployment for the 1997-1998 season: "[T]here was no past practice whereby expectations of hire would be reasonable, and thus there was no change in past practice. Further, in the absence of a reasonable expectancy of rehire, the Union lost its representative status in 1997-1998, inasmuch as the work in 1996-1997 was performed by other employees represented by another union. Accordingly, I would dismiss the 8(a)(5) allegation." Finding that the Respondent did not violate Section 8(a)(3) by failing to rehire former vendors for the 1997-1998 season, Chairman Hurtgen noted that they did not have a reasonable expectation of reemployment and that the Respondent was not legally obligated to rehire them. He added that when hiring vendors for the 1997-1998 season, the Respondent specifically informed the Union that it would consider former employees for hire, provided the Union with an individual to contract, and solicited a former employee to work for it. None did. Contrary to the judge, Chairman Hurtgen did not find that the statement of the Respondent's agent (Brady) to a former vendor established an unlawful refusal to hire in violation of Section 8(a)(1).

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Concession Vendors Local 468, Graphic Communications; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Oakland, Oct. 29 and Nov. 16, 1998. Adm. Law Judge Timothy D. Nelson issued his decision Feb. 5, 1999.

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*Saia Motor Freight Line, Inc.* (16-CA-19981, et al.; 334 NLRB No. 97) Grand Prairie, TX July 18, 2001. The Associate Executive Secretary, by direction of the Board, granted the Respondent's motion and vacated the Board's decision and order reported at 333 NLRB No. 87 (2000), in light of the Regional Director's approval of an informal settlement agreement after the case had been transferred to the Board for decision but that was not brought to its attention before issuance of the decision and order. [\[HTML\]](#) [\[PDF\]](#)

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*Moses Electric Service* (26-CA-17100, et al.; 334 NLRB No. 78) Jackson, MS July 16, 2001. In light of the Board's decision in *FES (A Division of Thermo Power)*, 331 NLRB No. 20 (2000), which set forth the framework for analysis of refusal-to-hire and refusal-to-consider cases, this proceeding was remanded to the administrative law judge for further consideration. The judge found, and the Board agreed, that the Respondent violated Section 8(a)(3) and (1) of the Act by discriminatorily refusing to hire each of the 12 applicants because of their union affiliation. The Board also adopted the judge's finding that discriminatee Stephen Alexander was unlawfully discharged. [\[HTML\]](#) [\[PDF\]](#)

In agreement with the judge, the Board held that the General Counsel met his burden under FES with respect to each applicant.

In FES, the Board held that to establish discriminatory refusal to hire, the General Counsel must show the following at the hearing on the merits:

(1) that the respondent was hiring, or had concrete plans to hire, at the time of the alleged unlawful conduct; (2) that the applicants had experience or training relevant to the announced or generally known requirements of the positions for hire, or in the alternative, that the employer has not adhered uniformly to such requirements, or that the requirements were themselves pretextual or were applied as a pretext for discrimination; and (3) that antiunion animus contributed to the decision not to hire the applicants.

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Electrical Workers (IBEW) Local 480; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Jackson, August 12, 13, and 14, 1996. Adm. Law Judge Pargen Robertson issued his decision December 31, 1997 and supplemental decision March 29, 2001.

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*Terry's Excavating, Inc.* (30-CA-14543, 14930; 334 NLRB No. 82) Oconomowoc, WI July 18, 2001. The Board, in agreement with the administrative law judge's finding that there was no direct evidence of union animus by the Respondent, affirmed his recommended dismissal of the complaint alleging that the Respondent violated Section 8(a)(3) and (1) of the Act by failing to hire union organizers William Burg, Allen Leider, and Terry Pare. It held that the Respondent carried its burden under *FES (A Division of Thermo Power)*, 331 NLRB No. 20 (2000), and proved that it would not have hired Burg, Leider, or Pare even in the absence of their union activity because they lacked recent driving experience. The Board adopted the judge's finding that the Respondent did not violate Section 8(a)(1) by interrogating employee Dennis Hebbe in December 1999. [\[HTML\]](#) [\[PDF\]](#)

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Operating Engineers Local 139; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Milwaukee, Dec. 19 and 20, 2000. Adm. Law Judge Jerry M. Hermele issued his decision March 13, 2001.

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*Zimmerman Plumbing and Heating Co.* (7-CA-41389; 334 NLRB No. 81) Kalamazoo, MI July 18, 2001. The Board reversed the administrative law judge and dismissed the complaint insofar as it alleges that the Respondent unlawfully failed to recall James Fogoros to substantially equivalent positions that became available in 1998. It determined that the positions filled by employees in 1998 were not substantially equivalent to Fogoros' prestrike job as a journeyman sheet metal worker. The judge also found the Respondent's refusal to reinstate Tim O'Brien to a truck driver position violated the Act. While the Board found that the Respondent failed to offer O'Brien positions (material expeditor and vicon machine operator) which were substantially equivalent to his prestrike position, it said "this does not end our inquiry." [\[HTML\]](#) [\[PDF\]](#)

The Respondent contended, contrary to the judge, that former unfair labor practice strikers O'Brien and Fogoros accepted "regular and substantially equivalent" employment after the strike, thereby relieving the Respondent of its duty to offer them reinstatement. The Board found that the judge did not consider whether O'Brien or Fogoros had previously abandoned any interest in working for the Respondent and, if so, whether the Respondent was aware of the abandonment when it did not recall them in 1998. The proceeding was remanded to the judge to resolve the question of abandonment and to set forth a more complete *Wright Line* analysis.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Plumbers Local 357; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Grand Rapids, Feb. 9 and 10, 1999. Adm. Law Judge Bruce D. Rosenstein issued his decision June 2, 1999.

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*Mine Workers District 2* (Jeddo Coal Co.) (4-CC-2204, 2217; 334 NLRB No. 86) Ebensburg, PA July 20, 2001. The Board adopted the administrative law judge's conclusion that Respondent District 2 was responsible, under two separate agency theories, for certain unfair labor practices--including secondary picketing--in violation of Section 8(b)(4)(i) and (ii)(B) of the Act. The case arose when employees of Jeddo Coal went on strike on March 26, 1997, two days after the Regional Director dismissed Union charges alleging that the Employer's Dec. 16, 1996 unilateral implementation of its final offer in negotiations for a successor collective-bargaining agreement was violative of Section 8(a)(5). Union picketers induced employees at various secondary employers to cease doing business with Jeddo Coal. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Mine Workers Local 803; complaint alleged violation of Section 8(b)(4)(i) and (ii)(B). Hearing at Philadelphia, Dec. 9, 1998. Adm. Law Judge Margaret M. Kern issued her decision Feb. 3, 1999.

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### LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

*G.E. Lightning, Inc.* (an Individual) Circleville, OH July 16, 2001. 9-CA-38063; JD-93-01, Judge Karl H. Buschmann.

*Clock Electric, Inc.* (Electrical Workers [IBEW] Local 38) Cleveland, OH July 17, 2001. 8-CA-31671, et al., 8-CB-9165; JD-95-01, Judge Eric M. Fine.

*Consolidated Freightways* (an Individual) Miami, FL July 17, 2001. 12-CA-20591; JD(NY)-33-01, Judge Raymond P. Green.

*LA-Z Boy Midwest, a Div. of LA-Z Boy Inc.* (PACE International Union) Neosho, MO July 20, 2001. 17-CA-20888, et al.; JD-92-01, Judge John H. West.

*F.H.E. Services, Inc.* (Electrical Workers [IBEW] Local 3 Brooklyn, NY July 20, 2001. 29-CA-23753; JD(NY)-35-01, Judge Howard Edelman.

*McKenzie Engineering Co.* (Carpenters Local 410) Fort Madison, IA July 20, 2001. 33-CA-11408; JD-78-01, Judge Marion C. Ladwig.

*Denver Theatrical Stage Employees Union 7* (an Individual) Denver, CO July 6, 2001. 27-CB-4028; JD(SF)-57-01, Judge Albert A. Metz.

*Pacific Micronesia Corporation d/b/a Dai-Ichi Hotel Saipan Beach* (Hotel Employees & Restaurant Employees Local 5) Saipan, CNMI July 2, 2001. 37-CA-4926R, et al.; JD(SF)-53-01, Judge James L. Rose.

*Kings Soopers, Inc.* (Paper, Allied Industrial Chemical and Energy Workers Local 5-920) Denver, CO May 22, 2001. 27-CA-16934, 17102; JD(SF)-41-01, Judge James L. Rose.

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### NO ANSWER TO COMPLIANCE SPECIFICATION

*(In the following case, 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.)*

*Colonial Metal Spinning and Stamping Co.*, (Metal Spinners and Silver Plated Holloware Workers Local 49E, Service Employees) (29-CA-15562, et al.; 334 NLRB No. 88) Brooklyn, NY July 18, 2001.

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**TEST OF CERTIFICATION**

*(In the following case, the Board granted the General Counsel's motion for summary judgment on the ground that the respondent has not raised any representation issue that is litigable in the unfair labor practice proceeding. The case did not present any other issues.)*

*RC Aluminum Industries, Inc. and RC Erectors (Ironworkers Locals 272 and, 698) (12-CA-21323; 334 NLRB No. 64) Miami-Dade County, FL July 16, 2001.*