

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.

**[Index of Back Issues Online](#)**

August 3, 2001

W-2802

CASES SUMMARIZED

SUMMARIES CONTAIN LINKS TO FULL TEXT

[Beverly California Corporation](#), Fort Smith, AR
[Crown Cork & Seal Company, Inc.](#), Sugarland, TX
[Honda of America Mfg. Inc. \(Case 8-CA-28313\)](#), East Liberty, OH
[Honda of America Mfg. Inc. \(Case 8-CA-30343\)](#), East Liberty, OH
[New York New York Hotel and Casino \(Case 28-CA-14519\)](#), Las Vegas, NV
[New York New York Hotel and Casino \(Case 28-CA-15148\)](#), Las Vegas, NV
[New York State Nurses Association](#), New York, NY
[Sundor Brands, Inc.](#), South Brunswick, NJ
[Tom Rice Buick, Pontiac & GMC Truck](#), Huntington, NY
[Virginia Concrete Corp.](#), Springfield, VA
[Walton & Co., Inc.](#), York, PA

OTHER CONTENTS[List of Decisions of Administrative Law Judges](#)[List of No Answer to Complaint Case](#)[List of Test of Certification Case](#)

Press Release:

[\(R-2432\) NLRB Publishes Bench Book To Assist Administrative Law Judges During Trials](#)[Notice of Publication: National Labor Relations Board Bench Book](#)

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Beverly California Corporation f/k/a Beverly Enterprises (6-CA-20188-46 et al.; 334 NLRB No. 79) Fort Smith, AR July 23, 2001. This is a decision on remand by the U.S. Court of Appeals for the Seventh Circuit in which the Board issued a revised cease-and-desist order corporatewide against the Respondent with the requirement that notices be posted not only at Beverly nursing homes involved in unlawful conduct, but also at facilities where no unlawful conduct occurred. [\[HTML\]](#) [\[PDF\]](#)

In its Sept. 13, 2000 remand, the court sustained the Board's determination to issue a corporatewide remedial order in *Beverly III*, 326 NLRB 232, but found the specific order "problematic" since much of it was "nothing more than a laundry list of particular violations committed at individual facilities." The court stated the Board should "decide which parts of the order are properly directed to the corporation as a whole and to particular facilities." Accordingly, the Board fashioned an affirmative order requiring the posting of notices corporatewide at all of the Respondent's nursing home facilities where no unfair labor practices took place, and an affirmative order directed to the individual facilities where unfair labor practices did occur.

The Board rejected the Respondent's contention that the Board does not have authority to order affirmative action (notice posting) at locations where no unfair labor practices took place and where there is no evidence that the employees at these locations were aware of the unfair labor practices at other locations.

Chairman Hurtgen signed the opinion with Members Liebman, Truesdale and Walsh, but indicated in a footnote that he would not require notice posting at facilities where no unlawful conduct occurred.

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

* * *

Crown Cork & Seal Company, Inc. (16-CA-18316; 334 NLRB No. 92) Sugarland, TX July 20, 2001. The Board affirmed the administrative law judge's finding that the Respondent's seven employee-management committees do not "deal with" management and therefore do not constitute "labor organizations" within the meaning of Section 2(5) of the Act. Consequently, the Board dismissed the complaint that alleged the committees (four production teams and three higher-level committees) were employer-dominated labor organizations, in violation of Section 8(a)(2). [\[HTML\]](#) [\[PDF\]](#)

"As in *General Foods*, management has delegated to the committees in issue the authority to operate the plant within certain parameters," the Board stated. The authority exercised by the committees at each level is unquestionably managerial, it emphasized, concluding that "within their delegated spheres of authority, the seven committees are management."

Since the Respondent's manufacturing plant opened in 1984, it used a system of employment management known as the "Socio-Tech System," to delegate to employees substantial authority to operate the plant through their participation on numerous standing and temporary teams, committees, and boards (collectively committees). There was no union organizational activity occurring at the time the Socio-Tech System was adopted or at the time of the events in issue here.

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

Charge filed by Martin Rodriguez, an individual; complaint alleged violation of Section 8(a)(1) and (2). Hearing in Houston, August 18-19, 1997. Adm. Law Judge Richard J. Linton issued his decision Feb. 27, 1998.

* * *

Tom Rice Buick, Pontiac & GMC Truck (29-CA-21826, 21829; 334 NLRB No. 91) Huntington, NY July 26, 2001. No exceptions were filed to the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by

offering employee Thomas Fell a wage increase if he resigned from Service Employees Local 355 and threatening to discharge him because of his union membership; and violated Section 8(a)(5) by failing to provide some information and delaying in providing other information requested by the Union relevant to the processing of a grievance about Fell's discharge. [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen and Member Truesdale wrote in finding no merit to the General Counsel's exception to the judge's recommended dismissal of the allegation that the Respondent violated Section 8(a)(3) by discharging Fell: "Contrary to the dissent, we agree with the judge that the Respondent met its burden of proving that it would have terminated Fell even in the absence of his union activity because he closed the parts department and left work early, without notice to or permission from management, and in spite of knowing that a customer needed parts department service." Member Liebman, in dissent, found that "the strong evidence of unlawful motivation clearly outweighs the evidence offered in support of Respondent's defense."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Service Employees Local 355; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Brooklyn on April 19, 1999. Adm. Law Judge Steven Davis issued his decision May 28, 1999.

* * *

Walton & Co., Inc. (5-CA-27672; 334 NLRB No. 101) York, PA July 25, 2001. Affirming the administrative law judge's recommended Order, the Board dismissed the complaint which alleged the Respondent violated Section 8(a)(3) and (1) of the Act by refusing to consider for employment and/or failing to hire four applicants for employment; and violated Section 8(a)(1) by maintaining a "wage comparability" hiring policy that is inherently destructive of employees' Section 7 rights. The judge found no violation, relying on *Wireways, Inc.*, 309 NLRB 245 (1992), which did not involve the "inherently destructive" theory of *NLRB v. Great Dane Trailers*, 388 U.S. 26 (1967). Alternatively, he found that the General Counsel failed to establish that the Respondent's hiring policy constituted discriminatory action under the principles of *Great Dane*. The Board, in adopting the judge's conclusion, relied solely on his finding that the record does not permit it to ascertain the severity of any disparate impact resulting from the application of the Respondent's policy. [\[HTML\]](#) [\[PDF\]](#)

Member Liebman joined her colleagues in affirming the judge's dismissal of the complaint in the particular circumstances of this case. She noted her belief, as stated in other cases, that the *Wireways* standard may be undermining the enforcement of the Act in the construction industry, and that a reexamination of that precedent is warranted which would include full consideration of *Great Dane* principles. See *Northside Electrical Contractors*, 331 NLRB No. 166 fn. 2 (2000); *Benfield Electric Co.*, 331 NLRB No. 77 fn. 6 (2000). In this case, Member Liebman found that the General Counsel provided insufficient evidence in addition to the hiring policy itself to support such a reevaluation.

Chairman Hurtgen, concurring, agreed that there is no violation under *Wireways* or under the "inherently destructive" doctrine. He wrote: "The Respondent drew a line between employees with a high wage history and those without such a history. Union adherents without a high wage history were eligible, and nonunion adherents with such a history were not eligible. Thus, there was no showing of discrimination along Section 7 lines, and the 'inherently destructive vs. comparatively slight' analysis of *Great Dane* does not apply."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Sheet Metal Workers Local 19; complaint alleged violation of Section 8(a)(1) and (3). Hearing at York, PA on April 12, 1999. Adm. Law Judge William G. Kocol issued his decision May 27, 1999.

* * *

New York New York Hotel, LLC d/b/a New York New York Hotel and Casino (28-CA-14519; 334 NLRB No. 87) Las Vegas, NV July 25, 2001. The Board held, in agreement with the administrative law judge, that the Respondent, owner and operator of a hotel and casino facility in Las Vegas, NV, violated Section 8(a)(1) of the Act by prohibiting off-duty employees of Ark Las Vegas Restaurant Corporation (Ark), which operates several restaurants and eateries within the casino, from engaging in area

standards handbilling in the porte-cochere (the area just outside the main entrance to the casino) and in the areas in front of America, one of the Ark restaurants on the Respondent's premises. [\[HTML\]](#) [\[PDF\]](#)

Like the judge, the Board found that as employees of Ark, the handbillers enjoyed the right to use the nonwork areas of the Respondent's premises to distribute handbills to customers entering or leaving; that the off-duty employees were entitled to engage in area standards handbilling in nonwork areas of the Respondent's facility unless by doing so they would interfere with production or discipline; that the porte-cochere was a nonwork area; and that the Respondent failed to show that the handbilling would interfere with production or discipline. The Board rejected the Respondent's argument that the handbilling was unprotected because it was part of a course of conduct by the Union with an object to force the Respondent to cease doing business with Ark and other subcontractors and to agree to a mid-term modification of its collective-bargaining agreement with the Union in violation of Section 8(b)(4) and 8(b)(3). The Board decided that the Respondent's proffered evidence failed to establish that the Union was engaged in an unlawful course of conduct and that, even if it was, the evidence did not establish that the handbillers were acting in support of it.

For the reasons set forth in his separate opinion in *New York New York Hotel & Casino*, 334 NLRB No. 89 (2001), Chairman Hurtgen agreed that the Respondent unlawfully prohibited the handbilling in front of the porte-cochere. He too rejected the Respondent's contention that the handbilling that occurred concurrently with picketing was unlawful under Section 8(b)(4)(B) and was therefore unprotected. The Chairman concluded, contrary to his colleagues, that an object of the picketing may well have been unlawful, i.e., to require that New York New York cease doing business with Ark. Even if the picketing had this objective, however, the handbilling was separate from the picketing and therefore was not tainted by the unlawful character of the picketing, he reasoned.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Local Joint Executive Board of Las Vegas, Culinary Workers Local 226 and Bartenders Local 165; complaint alleged violation of Section 8(a)(1). Hearing at Las Vegas on Feb. 11, 1998. Adm. Law Judge Timothy D. Nelson issued his decision June 29, 1998.

* * *

New York New York Hotel, LLC d/b/a New York New York Hotel and Casino (28-CA-15148; 334 NLRB No. 89) Las Vegas, NV July 25, 2001. Members Liebman and Truesdale affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by preventing off-duty employees of Ark Las Vegas Restaurant Corporation (Ark), from engaging in protected handbilling on the Respondent's premises. Citing *New York New York Hotel and Casino*, 334 NLRB No. 87 (*New York New York I*), they agreed with the judge that the off-duty Ark employees who took part in the area standards handbilling, both inside the casino and in the porte-cochere (the area just outside the main entrance to the casino), were engaged in protected activity and were not trespassing when they did so, but were lawfully on the Respondent's premises pursuant to their employment relationship with Ark. [\[HTML\]](#) [\[PDF\]](#)

Members Liebman and Truesdale also agreed with the judge, as explained in *New York New York I*, that the porte-cochere is not a work area and that the Respondent did not demonstrate that handbilling in the porte-cochere would interfere with production or discipline and, accordingly, the Respondent violated Section 8(a)(1) by prohibiting employees from handbilling in the porte-cochere. In agreeing with the judge that the Respondent unlawfully prohibited handbilling in front of America and Gonzalez y Gonzalez (two Ark restaurants on the Respondent's premises), Members Liebman and Truesdale relied on a different rationale. They found that the passageways in front of the restaurants are not work areas and that, because the Respondent failed to show that the Ark employees' handbilling was likely to interfere with production or discipline, it could not lawfully prohibit the handbilling in those areas.

Chairman Hurtgen, concurring in part and dissenting in part, found that the Respondent lawfully prohibited the handbilling in the area outside the America restaurant. He concluded that where, as here, the primary disputant has a fixed place of business on the property of another, the employees of that primary disputant have Section 7 rights under *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945), and that under *Republic Aviation* these employees could distribute in nonwork areas, but not in work areas. The Chairman found that the porte-cochere area and the area outside the Gonzalez y Gonzalez restaurant were

nonwork areas, and that the area outside the America restaurant was a work area because of the proximity of slot machines to it. Noting that employees involved in the hotel's gaming operations are among those who work in the areas in front of and adjacent to the entrance of America, he said: "I cannot agree with my colleagues' description of these areas as mere 'passageways' for employees and guests when they pass from one area of the casino to another. Unlike the outdoor porte-cochere and the space outside the Gonzalez y Gonzalez restaurant in the same complex, they are, in a very real sense, employee work stations."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Culinary Workers Local 226, Hotel Employees and Restaurant Employees; complaint alleged violation of Section 8(a)(1). Hearing at Las Vegas on Dec. 17, 1998. Adm. Law Judge Albert A. Metz issued his decision April 9, 1999.

* * *

The New York State Nurses Association (The Mount Sinai Hospital) (2-CG-75; 334 NLRB No. 103) New York, NY July 27, 2001. Chairman Hurtgen and Member Truesdale held that both the nurses of Mount Sinai Hospital (the Hospital) who refused to volunteer for overtime at the Union's request and those who refused assigned overtime, were engaged in a concerted refusal to work within the meaning of Section 8(g) of the Act and that the Union failed to give the required 10-day notices to the Hospital and the Federal Mediation and Conciliation Service required by that Section. Member Liebman, dissenting, would find that employees' refusal to perform voluntary overtime or to volunteer for overtime does not constitute a strike, and therefore that the Union did not violate Section 8(g) by not providing the notices. [\[HTML\]](#) [\[PDF\]](#)

Several employees refused to work overtime by exercising a contractual right to decline overtime work, the majority noted. Holding that the nurses' actions constituted a "strike" (as defined in Section 501(2)) and a "concerted refusal to work" within the meaning of Section 8(g), it said: "To begin with . . . the record indicates that a number of nurses refused to work assigned overtime. Thus, contrary to the judge, those employees' actions constituted a concerted refusal to *work*, rather than merely a refusal to *volunteer*. As to those employees, there is no distinction between this case and those the judge attempted to distinguish."

The majority noted these factors in finding that the nurses' concerted refusal to volunteer for overtime and to work through their lunch periods, contrary to their established practice, was clearly meant to cause, and did cause an interruption of the Hospital's surgical functions within the meaning of Section 8(g). The nurses' concerted refusal to volunteer for overtime work was plainly intended to put pressure on the Hospital to change its staffing practices, the Union recommended that employees follow this course, it was not called for informational purposes and was not a spontaneous reaction to any unlawful conduct by the Hospital, and persisted over a period of several weeks. The majority held: "Contrary to the implication of the dissent, we are not suggesting that the employees could not concertedly refuse to work voluntary overtime. We are simply saying that, under Section 8(g), any such refusal must be preceded by a 10-day notice if a union is responsible for the refusal."

Dissenting Member Liebman would dismiss the complaint. She believes that neither a concerted refusal to perform voluntary overtime work, or to volunteer for overtime, falls within the meaning of Section 8(g) and 501(2) and, thus, would overrule *Meat Cutters Local P-575 (Iowa Beef Packers)*, 188 NLRB 5 (1971), and *Electronic Workers Local 742 (Randall Bearings)*, 213 NLRB 824 (1974), enfd. 519 F.2d 815 (6th Cir. 1975), relied on by the General Counsel, to the extent that they hold that a concerted refusal to perform voluntary overtime is a strike within the meaning of the Act. As the Union's recommendation concerned only voluntary overtime, Member Liebman would find that the Union did not engage in a strike or other concerted refusal to work under Section 8(g) and that the nurses exercised their rights under a collective-bargaining agreement that authorized them to reject overtime work.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by The Mount Sinai Hospital; complaint alleged violation of Section 8(g). Hearing at New York on Dec. 1, 1997. Adm. Law Judge Raymond P. Green issued his decision Jan. 23, 1998.

* * *

Virginia Concrete Corp. (5-RD-1253; 334 NLRB No. 105) Springfield, VA July 26, 2001. Affirming the hearing officer's recommendations, the Board sustained the Union's Objections 4 and 8, set aside the election held December 20, 2000 (Teamsters Local 639 lost 86-78), and directed a second election. Specifically, the hearing officer found, with Board approval, that Plant Manager David Gray's offer of "Vote No" T-shirts directly to four employees, Vice President of Sales Richard Franey's offer of "Vote No" buttons directly to two employees, and President Diggs Bishop's threat that employees could be permanently replaced and lose their jobs made in his December 15, 2000 letter to employees urging them to vote against the Union, all constituted objectionable conduct. [\[HTML\]](#) [\[PDF\]](#)

Given the closeness of the election, the Board found that Gray's and Franey's conduct, as alleged in Objection 8, was sufficient to warrant setting aside the election, explaining: "If the six individuals whose ballots were challenged were eligible and voted for the Union, a change in as few as three votes would have altered the outcome. The hearing officer found that at least six employees were directly affected by the conduct of Gray and Franey. In such circumstances, the objectionable conduct of Gray and Franey cannot be found to be de minimis. See *Rexall Corp.*, 272 NLRB 316 (1984)." The Board found that the Employer threatened job loss in the event of a strike without an explanation of the employees' Laidlaw rights and, thus, sustained Objection 4. *Laidlaw Corp.*, 171 NLRB 1366 (1968). Either or both of the objections warranted ordering a new election, the Board held.

In agreement with the hearing officer, Member Liebman would also sustain Objection 5 regarding the Employer's statement, in the December 15 letter, strongly urging employees who wished to earn additional income through the income growth plan to vote against the Union. She found Objection 5 provided a sufficient independent basis for ordering a new election. Members Truesdale and Walsh found it unnecessary to pass on Objection 5.

(Members Liebman, Truesdale, and Walsh participated.)

* * *

Honda of America Mfg., Inc. (8-CA-28313; 334 NLRB No. 98) East Liberty, OH July 23, 2001. In dismissing the complaint, the Board majority of Chairman Hurtgen and Member Truesdale held, on a stipulated record, that the language used by Charging Party Donald Alan DeWald Jr. in his May 6 and 23, 1996 newsletters was so offensive as to render the otherwise protected newsletters unprotected. They concluded the Respondent's May 10 and 29, 1996 discipline of DeWald did not violate Section 8(a)(3) of the Act. [\[HTML\]](#) [\[PDF\]](#)

The Respondent believed that the language in DeWald's May 6 and 23 newsletters violated Rule 13 of its standards of conduct which states "Associates must not . . . [use] abusive or threatening language to/or about fellow Associates or create an intimidating, hostile, or offensive working environment." The majority found the following statement from the judge's decision in *Southwestern Bell Telephone Co.*, 200 NLRB 667 (1972), aptly summarized their view of the facts of this case:

In view of the controversial nature of the language used and its admitted susceptibility to derisive and profane construction, [the employer] could legitimately ban the use of the provocative [language] as a reasonable precaution against discord and bitterness between employees and management, as well as to assure decorum and discipline in the plant. [Id. at 670.]

Dissenting, Member Walsh would find that the Respondent violated Section 8(a)(3) and (1) of the Act. He asserted that DeWald's statements must be considered in context and viewed as a whole, finding the newsletters' central messages fell well within the ambit of Section 7 protected activities. He said there was no evidence that DeWald's newsletters disrupted discipline or production or otherwise rendered him unfit for further service. Member Walsh would overrule *Southwestern Bell*, stating that "The majority relies heavily on *Southwestern Bell* . . . a case that I view as poorly reasoned and something of an aberration in the corpus of Board law. Most of the authority cited in *Southwestern Bell* consisted of court of appeals cases denying enforcement to Board Orders."

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charge filed by Donald Alan DeWald Jr., individual; complaint alleged violations of Section 8(a)(1) and (3). Parties waived a

hearing before and decision by an administrative law judge.

* * *

Honda of America Mfg. Inc. (8-CA-30343; 334 NLRB No. 99) East Liberty, OH July 23, 2001. On a stipulated record, the Board majority of Chairman Hurtgen and Member Truesdale, with Member Walsh concurring, found that the Respondent violated Section 8(a)(3) and (1) of the Act by issuing disciplinary action consisting of a manager-level counseling and a 3-day suspension to Charging Party Donald Alan DeWald Jr. on October 27, 1998. The instant proceeding issued simultaneously with *Honda of America Mfg., Inc.*, 334 NLRB No. 98 (2001), where the majority held, with Member Walsh dissenting, that DeWald was lawfully disciplined in May 1996 for using offensive language in his newsletters. [\[HTML\]](#) [\[PDF\]](#)

From June 1996 to October 1998, DeWald continued to distribute pronoun literature without incident. On October 20, DeWald authored and distributed a document entitled "Honda vs. The Calendar" in which he repeated his claim that information in a booklet about compensation was inaccurate, and described his meetings with Kim Ryan, manager of the benefits department and employee Laura Solomon who worked there. DeWald made the following statement about Solomon and Ryan on a page entitled "It's Not a Mistake, It's A Lie":

Laura . . . hadn't even been here long enough to have a benefit booklet of her own. The person Honda used to address this concern was someone who had no knowledge or hands on experience with the matter at hand. . . . I brought my benefit booklet into the next meeting and showed Laura, to her satisfaction, that errors were indeed made by the Benefits dept. The next meeting, she informed me that Ms. Ryan would not openly admit the mistakes[.] . . . Either Laura was not thoroughly conveying my facts to Ms. Ryan or Ms. Ryan was not smart enough to figure out simple math[.]

Here, the Board majority deemed that DeWald's authoring and distributing of "Honda vs. The Calendar" was protected activity and that the comments about company personnel were not so offensive as to deprive DeWald's activity of the protection guaranteed by Section 7 of the Act. The Respondent believed that the comments were inappropriate personal attacks on Ryan and Solomon, insinuated they were untruthful and unethical, and disparaged their intelligence and competence, in violation of Rule 13 of the Respondent's standards of conduct which states "Associates must not . . . [u]se abusive or threatening language to/or about fellow Associates or create an intimidating, hostile, or offensive working environment."

As in his dissenting opinion in *Honda of America*, above, which set forth the reasons why communications occurring during the course of other protected activity should remain likewise protected unless found to be "so flagrant, violent, or extreme as to render the individual unfit for further service[.]" Member Walsh concurred with his colleagues' finding that the Respondent unlawfully disciplined DeWald for statements contained in "Honda vs. The Calendar."

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charge filed by Donald Alan DeWald Jr., individual; complaint alleged violation of Section 8(a)(1) and (3). Parties waived a hearing before and decision by an administrative law judge.

* * *

Sundor Brands, Inc. (22-CA-22239; 334 NLRB No. 100) South Brunswick, NJ July 24, 2001. In the earlier proceeding decided on March 23, 1998, 325 NLRB 499 (1998), the Board held that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with Operating Engineers Local 48. The Board in that case affirmed the Regional Director's finding limiting the unit to maintenance employees, relying on six considerations: (1) the employees' specialized skills relating to the maintenance of plant equipment; (2) their responsibility for doing domestic tasks; (3) the fact that they spend some part of the working day in the maintenance shop; (4) their frequent interaction with each other; (5) their relatively high rates of pay; and (6) their separate supervision while performing maintenance work. The Board found the following unit appropriate: [\[HTML\]](#) [\[PDF\]](#)

All full time and regular part time skilled maintenance employees, including advanced maintenance technicians,

maintenance group leaders, electrical and instrumentation technicians, and level 3 utilities coordinators, employed by the [Company] at its South Brunswick, New Jersey facility, but excluding all office and clerical employees, all level 2 mechanical/electrical technicians, team coordinators, industrial health and safety specialists, site environmental leaders, risk management leaders, level 1 technicians, and all other employees, professional employees, guards and supervisors as defined in the Act.

On March 31, 1998, the Respondent petitioned the court for review of the Board's order, contending that the unit determination was unlawful. The U.S. Court of Appeals for the District of Columbia Circuit on February 26, 1999, denied the Board's petition for enforcement. The court found that factors (1) and (3) were supported by substantial evidence, factor (5) was unclear, and the remaining factors relied on in support of its unit determination were not supported by substantial evidence. Accordingly, the court remanded this case to the Board to reconsider its unit determination, including whether the factors for which there is record support could, standing alone, support that determination.

On remand, Members Liebman and Truesdale reaffirmed the Board's original finding that the Employer's maintenance employees comprise a distinct, separate, and cohesive grouping of employees appropriate for collective-bargaining purposes. They based their conclusion on the factors found by the court to be supported by substantial evidence on the record as well as record evidence showing that the maintenance employees' wages are significantly higher than the production employees' wages. They further found that these factors are sufficient support for their conclusion that the petitioned-for maintenance employees are readily identifiable group with a distinct community of interest and are an appropriate unit for bargaining.

Chairman Hurtgen disagreed with the majority's opinion. He did not find that the unit consisting of skilled level 3 maintenance technicians is appropriate, arguing that the petitioned-for employees do not have a separate community of interest, that "all team members are interchangeable" and that "[h]igher-level technicians routinely fill in for absent lower-level production workers." Chairman Hurtgen stated that Respondent's operations are "so highly integrated as to destroy the maintenance employees' identity as a separate and distinct function" and, in addition, "there is no showing of cohesiveness among the unit employees."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Hannah & Sons Construction Co., Inc. (Carpenters Metropolitan Regional Council of Philadelphia and Vicinity) Philadelphia, PA July 24, 2001. 4-CA-28916; JD-96-01, Judge Benjamin Schlesinger.

U. S. Steel, A Division of USX Corporation (Steelworkers Local 5092) Fairless Hills, PA July 25, 2001. 4-CA-27695-1, -2; JD (NY)-34-01, Judge Michael A. Marcionese.

Miron Building Products Co., Inc., et al. (Carpenters Local 42) Kingston, NY July 25, 2001. 3-CA-22695, et al.; JD-97-01, Judge Wallace H. Nations.

Innes Construction Co., Inc. (Carpenters Local 525) Grand Forks, ND July 25, 2001. 7-CA-43674; JD(ATL)-50-01, Judge Lawrence W. Cullen.

Tara International, L.P. (Teamsters Local 777 and an Individual) Hodgkins, IL July 25, 2001. 13-CA-38512, et al.; JD-98-01, Judge Martin J. Linsky.

Staten Island University Hospital (an Individual) Staten Island, NY July 26, 2001 29-CA-22755; JD(NY)-27-01, Judge Steven Davis.

Webasto Sunroofs, Incorporated (Auto Workers) Detroit, MI July 26, 2001. 7-CA-43470; JD-100-01, Judge Jerry M. Hermele.

Baptist Medical Center/Health Midwest, et al. (Nurses United For Improved Patient Care) Kansas City, MO July 25, 2001. 17-CA-20415-3, et al.; JD-76-01, Judge George Alemán.

Exterior Systems, Inc. (Plasterers Local 8) Philadelphia, PA July 18, 2001. 4-CA-29852; JD-94-01, Judge Paul Bogas.

Colden Hills, Inc. (Asbestos Workers Local 30) Buffalo, NY July 26, 2001. 3-CA-22657; JD-101-01, Judge Eric M. Fine.

* * *

NO ANSWER TO COMPLAINT

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

Property Maintenance Corporation (Plant Guard Workers Local 451) (5-CA-28677, 29348; 334 NLRB No. 95) Roanoke, VA July 23, 2001.

* * *

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.)

Deutsche Post Global Mail, Ltd. (Manufacturing, Production & Service Workers Local 24) (13-CA-39347; 334 NLRB No. 102) Elk Grove Village, IL July 27, 2001.

NATIONAL LABOR RELATIONS BOARD DIVISION OF INFORMATION WASHINGTON, D.C.

July 31, 2001

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