

ABOUT THE WEEKLY SUMMARY

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

Weekly Summary of NLRB Cases

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August 10, 2001

W-2803

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The Kroger Co. and Food and Commercial Workers Local 455 (16-CA-19703 and 16-CB-5519; 334 NLRB No. 113) Houston, TX July 31, 2001. The Board, finding that the dues-checkoff authorization signed by Allan Partain is not a clear and unmistakable waiver of his Section 7 rights, held that the Respondent Union violated Section 8(b)(1)(A) and (2) of the Act by causing The Kroger Co. to withhold dues from Partain's wages after he severed his employment with Kroger and subsequently returned to work as a new hire without executing a new dues authorization; and that Respondent Kroger violated Section 8(a)(1), (2), and (3) by withholding and remitting dues to the Union. [\[HTML\]](#) [\[PDF\]](#)

The dues-checkoff authorization signed by Partain authorizes its transfer "to any other Employer under contract with Local 455" in the event Partain changed employment. The Union argued that there is no violation of the Act since on its face the dues-checkoff authorization signed by Partain indicates that it survives a change in employment, including a break in service.

The Board pointed out that Partain "severed his employment with Kroger and was subsequently rehired by the same Employer" and, thus, did not gain employment "with some 'other' (a different) employer with a contract with the Union." It found that the authorization language "does not constitute a clear and unmistakable waiver by Partain to have his dues deduction revived when he was reemployed by Kroger. Such a waiver would have required language that specifically addressed the situation implicated here: reemployment by the same employer." The Board noted its acknowledgement in *Commercial Workers Local 540 (Pilgrim's Pride)*, 334 NLRB No. 114 (2001), which involves the same authorization language, that the Union's position regarding the dues checkoff is arguably meritorious. It found however that deferral to the arbitrator's award in that case is not required, stating: "Although this case involves an arbitrator's interpretation of identical checkoff language, it does not involve the same parties to the arbitration proceeding." The Board does not defer where a party to the unfair labor practice proceedings was not a party to the arbitration proceedings.

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Allan Partain, an individual; complaint alleged violation of Section 8(a)(1), (2), and (3) and Section 8(b)(1)(A) and (2). Parties waived their right to a hearing before an administrative law judge.

* * *

Food and Commercial Workers Local 540 (Pilgrim's Pride Corp.) (16-CB-5152; 334 NLRB No. 114) Lufkin, TX July 31, 2001. On a stipulated record, the Board dismissed the complaint, which alleged that the Respondent violated Section 8(b)(1)(A) and (2) of the Act by filing a grievance to compel Pilgrim's Pride Corp. to deduct dues from the wages of rehired employees, and filing a lawsuit to compel Pilgrim's Pride to arbitrate the grievance; i.e., by submitting the dispute concerning the meaning and application of the dues-checkoff authorizations to the contractual grievance-arbitration process. The Board found the Respondent's contention that Pilgrim's Pride violated the parties' collective-bargaining agreement by ceasing dues withholding on behalf of rehired employees Handy, Penson, Gibson, and Rodgers, was arguably meritorious, and that the submission to grievance arbitration of an arguably meritorious claim, without more, is not an unfair labor practice. It explained: [\[HTML\]](#) [\[PDF\]](#)

To begin, we reject the General Counsel's contention that, as a matter of statutory law, dues-checkoff clauses expire when employment is severed. Accepting this contention, of course, would preclude the position taken by Respondent's grievance. Next, we conclude that Respondent's position was colorable, as a matter of contract interpretation, considered in light of the legal requirement that waivers of Section 7 rights must be clear and unmistakable.

The Board then considered the specific language of the dues-checkoff authorization, which provided for the deposit of the authorization "with any Employer under contract with" the Respondent and which provided for the transfer of the authorization "to any other Employer" if the employee "should change employment." Explaining the difference between the finding in the instant decision and in *The Kroger Co.*, 334 NLRB No. 113, that this language was not a clear and unmistakable waiver of employees' Section 7 rights, the applicable standard in the context of that case, the Board said: "The issue, here, in contrast, is not whether the language amounted to a waiver, but whether the Respondent could colorably argue that it was. We believe that such an argument was colorable-when the grievance was filed-even though we have since rejected it."

The Board expressed no view concerning any of the other actions, not alleged to be unlawful in the complaint, which the Respondent and the Charging Party have taken with respect to the deduction of dues from the pay of the Charging Party's

employees.

(Members Liebman, Truesdale, and Walsh participated.)

Charge filed by Pilgrim's Pride Corp.; complaint alleged violation of Section 8(b)(1)(A) and (2). Parties waived their right to a hearing before an administrative law judge.

* * *

SGS Control Services, Inc. (32-CA-16559; 334 NLRB No. 117) Edison, NJ Aug. 1, 2001. The Board dismissed the complaint, finding that the Respondent did not violate the Act, when consistent with its preelection decision, it implemented an overtime change on January 1, 1998, and ceased paying to its California nonexempt employees overtime for work in excess of 8 hours in a workday, and instead paid overtime only for hours worked in excess of 40 hours per workweek. [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen concluded that Respondent never changed its terms and conditions of employment because its policy, at all times, was to pay overtime in excess of 40 hours per week, except where state law required something different. Assuming *arguendo* that there was a change by Respondent, he agreed with his colleagues that Respondent decided on the change prior to the election and, thus, when it implemented the decision in January 1998, that action reflected the terms that existed prior to the election.

The Respondent's Employee Handbook states that "Except where otherwise required by law, overtime will be paid only after 40 hours of work performed in one week." Prior to January 1, 1998, California law required payment of overtime after 8 hours per day and through December 31, 1997, the Respondent paid its employees in California overtime for hours worked in excess of 8 hours in 1 workday. In late spring 1997, the Respondent learned of new California wage-hour provisions effective January 8, 1998 that required payment of overtime for hours worked in excess of 40 hours per workweek and that stated "No overtime pay shall be required for hours of work in excess of any daily number." The Respondent decided that effective January 1, 1998, in accordance with its Handbook provision, it would implement the new California wage-hour law.

In August 1997, the Union began organizing the Respondent's employees in California and Washington and filed an election petition in Case 32-RC-4335. The Union was later certified as exclusive representative. In the preelection period, the Union and employees were aware of the changes in the California wage-hour law and that the Respondent planned to implement them. The employees sought union representation in whole or in part because of this development. Since November 6, 1997, the parties have held ongoing negotiations for a collective-bargaining agreement.

The General Counsel contended that the payment of overtime for hours worked in excess of 8 hours a day was an existing term and condition of employment for unit employees located in California at the time of the election and during the period of contract negotiations; and that the Respondent's unilateral change in the payment of overtime, in the absence of bargaining on the subject and, in the absence of an overall impasse in bargaining, violated Section 8(a)(5) and (1).

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charge filed by Oil, Chemical & Atomic Workers Local 1-5; complaint alleged violation of Section 8(a)(1) and (5). Parties waived their right to a hearing before an administrative law judge.

* * *

Polymark Corp. (9-CA-28091; 334 NLRB No. 121) Cincinnati, OH Aug. 1, 2001. The Board entered the appropriate remedial order against the Respondent for the Sixth Circuit's finding, contrary to the Board's conclusion at 329 NLRB No. 7 (1999), that the Respondent violated Section 8(a)(3) and (1) of the Act when it refused to honor Robert Mohat's revocation of his dues-checkoff authorization after he resigned from the Union. *Mohat v. NLRB*, 248 F.3d 1150 (6th Cir. 2001) (unpublished decision). The court found that Mohat's dues-checkoff authorization constituted a contract with Polymark that provided for the payment of union membership dues only, and did not apply to any representational costs that Mohat may have been obligated to pay under the union-security clause after he resigned his union membership. The Court remanded the case to the Board to enter an

appropriate remedial order. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

* * *

Amersig Graphics, Inc., and Amersig Southeast, Inc. d/b/a American Signature, Inc. and Quebecor Printing Atlanta, Inc. (10-CA-29813, et al.; 334 NLRB No. 109) Atlanta, GA Aug. 2, 2001. Agreeing with the administrative law judge, the Board held: (1) that Amersig violated Section 8(a)(3) and (1) of the Act by failing to reinstate unfair labor practice strikers following their unconditional offer to return to work; (2) that Quebecor is a successor employer to Amersig under *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973); (3) that as a Golden State successor, Quebecor is obligated to remedy Amersig's outstanding unfair labor practices and to offer reinstatement to the former strikers; and (4) that Amersig, along with Quebecor, must jointly and severally make employees whole for any losses suffered as a result of both Respondents' unlawful failure and delay in reinstating them. [\[HTML\]](#) [\[PDF\]](#)

The Board reversed the judge's finding that Quebecor violated Section 8(a)(5) and (1) by unilaterally implementing a policy of voluntary layoffs of bargaining unit employees. The judge found, and the Board agreed, except in one instance, that Quebecor violated Section 8(a)(5) and (1) by failing to timely comply with Graphic Communications Local 96-B's and Local 8-M's requests for information. The one instance is Local 96-B's request for a statement explaining why Quebecor had not reinstated the unfair labor practice strikers referred to in Adm. Law Judge Grossman's 1996 decision, *Foote & Davies, Inc., d/b/a American Signature, Cases 17-CA-16090 et al.*, as adopted by the Board in the absence of exceptions. Quebecor complied with the request by informing the Union of its legal position that it was not liable to remedy the unfair labor practices of Amersig, the Board held.

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Graphic Communications; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Atlanta, June 30 and July 1-2, 1998. Adm. Law Judge Lawrence W. Cullen issued his decision March 19, 1999.

* * *

Sunrise Health Care Corp. d/b/a Mediplex of Stamford (34-CA-7692-1, et al.; 334 NLRB No. 111) Stamford, CT Aug. 2, 2001. The Board affirmed the administrative law judge's dismissal of complaint allegations that during a 1996 union election campaign the Respondent threatened employees with more onerous working conditions and that various actions against four employees (including changes in working hours, suspensions, and terminations) were discriminatory. However, the Board said the judge's finding that the General Counsel failed to establish antiunion animus "directly contravenes well-established Board precedent holding that while protected speech, such as an employer's expression of its views or opinions against a union, cannot be deemed a violation in and of itself, it can nonetheless be used as background evidence of antiunion animus on the part of the employer. See, e.g., *Affiliated Foods, Inc.*, 328 NLRB 1107 (1999); *Lampi, LCC*, 327 NLRB 222 (1998), enf. denied 240 F.3d 931 (11th Cir. 2001); and *Gencorp*, 294 NLRB 717 fn. 1, 731 (1989)." Even assuming the General Counsel had established animus, the Board concluded the Respondent met its *Wright Line* burden of showing that it would have taken the same actions even in the absence of any union activity on the part of four employees. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by New England Health Care Employees District 1199; complaint alleged violation of Section 8(a)(1), (3), and (4). Hearing on Aug. 18-21 and Dec. 15-16, 1997. Adm. Law Judge Howard Edelman issued his decision Feb. 4, 1999.

* * *

Haas Electric, Inc. (1-CA-30745; 334 NLRB No. 107) South Hadley, MA Aug. 2, 2001. A Board majority of Members Liebman and Walsh, reversing the administrative law judge, concluded the Respondent unlawfully abrogated multiemployer collective-bargaining agreements that were effective through June 30, 1996; unilaterally changed wages, benefits, and terms and

conditions of employment; and withdrew recognition from the Union. In dissent, Chairman Hurtgen would find the Respondent timely withdrew from multiemployer bargaining and severed its 8(f) relationship with the Union at the termination of parties' contract ending June 30, 1993. He agreed with the judge's finding that the complaint should be dismissed, based on notification by the Respondent to the Union in a letter on Jan. 2, 1992 that it was terminating its contract in 150 days. [\[HTML\]](#) [\[PDF\]](#)

The letter was sent prior to "contract extension" negotiations between the multiemployer association (NECA) and Union which began in March 1992. The majority held the letter did not withdraw bargaining authority from NECA. It also stressed that notwithstanding the letter, the Respondent still participated in the 1993 reopener negotiations and "[i]ts presence during those negotiations thus constituted a retraction of its prior, ineffective attempts at withdrawal." On this point the majority cited *NLRB v. Hartman*, 774 F.2d 1376 (9th Cir. 1985).

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charges filed by Electrical Workers (IBEW) Local 7; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Springfield, on Oct. 14 - 15, 1997. Adm. Law Judge Wallace H. Nations issued his decision Jan. 26, 1998.

* * *

Superior Truss & Panel, Inc. (13-RC-20518; 334 NLRB No. 115) Markham, IL Aug. 2, 2001. Affirming the hearing officer's recommendations, the Board overruled the Employer's objections and certified Carpenters Local 1027 as the exclusive bargaining representative of "all full-time and regular part-time production maintenance employees, including working foremen, employed by the Employer at its Markham, Illinois location." The Union won the election by a vote of 15 for and 12 against the Union, with 1 challenged ballot, a number insufficient to affect the results. [\[HTML\]](#) [\[PDF\]](#)

The Employer objections state: 1) employees voted in the election who are not authorized to work in the U.S.; 2) the Regional Director refused to use Spanish ballots for employees who were literate only and spoke only in Spanish; and 3) the Union interfered with the election by providing employees an attorney who promised to represent them in a lawsuit against the Employer, and took statements from employees during a Union sponsored campaign meeting.

With respect to Objection 2, the Employer contended that the Spanish translation of the Notice of Election is deficient. The Board found that the notice is understandable and, in agreement with the hearing officer, that there was no confusion among the voters regarding the election because of the use of English-only ballots or the use of the translated notice.

The hearing officer recommended overruling Objection 3, relying on *Novotel New York*, 321 NLRB 624 (1996). In affirming the hearing officer's recommendation for the reasons stated by her, the Board also found this case distinguishable from the District of Columbia Court's decision in *Freund Baking Co. v. NLRB*, 165 F.3d 928 (D.C. Cir. 1999), which called into question the Board's rationale in *Novotel, supra*. The Board held that even applying the rationale of *Freund*, the Employer did not meet its burden of establishing that the Union provided an impermissible benefit to the employees.

(Members Liebman, Truesdale, and Walsh participated.)

* * *

Interstate Builders, Inc. (17-CA-19586, et al.; 334 NLRB No. 104) Oklahoma City, OK July 31, 2001. Subsequent to the issuance of the administrative law judge's decision, the Board issued its 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. In the instant proceeding, the Board noted although the judge applied slightly different standards in assessing the General Counsel's case, it found the General Counsel has established a prima facie case under FES. [\[HTML\]](#) [\[PDF\]](#)

The Board upheld the judge's findings that the Respondent violated Section 8(a)(3) and (1) of the Act by: initially refusing to hire and subsequently terminating John Norman; refusing to hire John Buntin, Derrick Haggard, Wesley Stillsmoking, and Floyd Woods as iron workers because they were members of or sympathizers with the Union; and imposing more onerous working conditions and laying off employee David Hibdon. It also agreed that the Respondent violated Section 8(a)(1) by

coercively interrogating applicants and employees about their union membership and activity; creating the impression that employees' union activities were under surveillance; threatening to impose more onerous working conditions; and implying that support of a union would be futile.

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charge filed by Iron Workers Local 48; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Oklahoma City on Sept. 23 and 24, 1998. Adm. Law Judge Richard H. Beddow, Jr. issued his decision Feb. 3, 1999.

* * *

Keith Miller d/b/a Miller Electric Pump and Plumbing (17-CA-19301, 19425; 334 NLRB No. 108) Mountain Grove, MO July 30, 2001. Contrary to the administrative law judge, the Board found that the Respondent violated Section 8(a)(1) of the Act by threatening employees the Respondent would close down in the event the employees choose union representation, conveying the futility of seeking union representation, and asking an employee not to discuss the Union with his fellow employees. [\[HTML\]](#) [\[PDF\]](#)

Between July 3 and August 5, 1997, Keith Miller, the Respondent's owner, stated to employees he would have to close the business if he was forced to recognize the Union. The judge found no violation in Miller's statements, contending there was no tendency to interfere with the free exercise of employee rights under the Act because the statements were "directed" at paid union officials and, although "witnessed" by another employee, the employee was a "salt" and "[h]is union sentiments were clearly known." The Board disagreed, holding that these individuals were statutory employees entitled to the protections of the Act, irrespective of their status as paid union organizer or "salt." *NLRB v. Town & Country Electric*, 516 U.S. 85 (1995).

In the absence of exceptions, the Board adopted the judge's dismissal of the complaint allegations that the Respondent violated Section 8(a)(1) by informing employees that they would not be hired if they were union organizers and Section 8(a)(3) by refusing to recall the four employees from layoff status.

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Electrical Workers (IBEW) Local 95; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Mountain Grove, May 7, 1998. Adm. Law Judge James M. Kennedy issued his decision July 10, 1998.

* * *

Paramount Farms, Inc. (31-CA-24079, et al.; 334 NLRB No. 106) Lost Hills, CA July 30, 2001. The Board adopted the administrative law judge's finding that the Respondent violated Section 8(a)(1) and (3) of the Act by: telling employees it had terminated another employee because of the Union; terminating Margarita Arviso on March 15, 1999 because of her union activities; and failing to recall Leticia Ortiz to any open position since her April 29, 1999 layoff because she had been active in soliciting other employees to sign union authorization cards. [\[HTML\]](#) [\[PDF\]](#)

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Laborers Local 550; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Los Angeles, May 1 and 2, 2000. Adm. Law Judge Michael A. Marcionese issued his decision July 31, 2000.

* * *

Mainline Contracting Corp. (3-CA-21198; 334 NLRB No. 120) Buffalo, NY Aug. 2, 2001. The Board agreed with the administrative law judge that the Respondent violated Section 8(a)(3) and (1) of the Act by adopting and maintaining new application procedures to exclude from consideration for hire union member applicants who applied for employment on December 2, 1997 and to avoid more union affiliated applicants. [\[HTML\]](#) [\[PDF\]](#)

Members Liebman and Truesdale further agreed with the judge that the policy would violate Section 8(a)(1) even if there were no specific evidence of antiunion motivation because it is inherently destructive of employee rights within the meaning of well-established precedent. Chairman Hurtgen disagreed that, even were the policy not discriminatorily motivated, the Respondent nonetheless violated Section 8(a)(1) when implementing it, on the theory that the provision was inherently destructive of employees' Section 7 rights. Citing *Boilermakers v. NLRB*, 127 F.3d 1300 (11th Cir. 1997), he found the provision is facially neutral and does not interfere with any statutorily protected employee rights. See also *TIC-The Industrial Co. Southeast v. NLRB*, 126 F.d 334 (D.C. Cir. 1997) (no violation where employer refused to consider applicants not complying with its neutral application procedures).

Members Liebman and Truesdale found, in adhering to *H.B. Zachry Co.*, 319 NLRB 967 (1995), enf. denied, sub nom. *Boilermakers, supra*, that Boilermakers and TIC are distinguishable from this case because the inherent discriminatory effect of the new policy at issue here is more overt and specific than those policies at issue in either Boilermakers or TIC. They wrote:

Those cases involved a general 'no extraneous information' policy that disqualified, among others, persons who identified their voluntary union organizer status on their application forms. In contrast, the Respondent's policy does not on its face generally prohibit all extraneous information on its application form. The policy disqualifies from hiring consideration only those applicants who provide information on their application about status or activity protected by the Act or by other Federal statutes. Consequently, a policy purportedly implemented to avoid discrimination against protected classes or activity has the exact opposite effect.

On December 2, 1997, approximately 20 union members completed and submitted copies of the Respondent's 10-page job application at the company's headquarters. Each applicant wrote "voluntary union organizer" across the top of the application's front page, and included additional union forms (a resume, cover letter, and union job application). The Respondent had no formal application and hiring procedures in December 1997. After receiving the union member applications, it instituted new hiring procedures, including this prohibition:

Applicants are forbidden from marking their application blanks to show race, color, religion, creed, sex, national origin, age, legal out-of-work activity, bankruptcy, or protected concerted activity under the National Labor Relations Act.

The Respondent posted on its door and in its lobby area a notice describing the new application procedures, and it distributed copies of the notice to managers who had hiring authority. It also began using a new application form that reiterated the prohibition and stated that applications would be valid for only 30 days. In a March 6, 1998 letter, the Respondent informed each of the December 2 union member applicants of the new application procedures. The letter also stated that the Respondent was not presently hiring and that their applications would be placed in an inactive file because they were more than 30 days old.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Operating Engineers Local 17; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Buffalo on Oct. 20, 1998. Adm. Law Judge Richard H. Beddow Jr. issued his decision Dec. 29, 1998.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Glendale Carriers Corp. and Glendale Warehouse & Distribution Corp. (Teamsters Local 819) Port Newark, NJ July 30, 2001. 29-CA-18990, et al.; JD(NY)-37-01, Judge Raymond P. Green.

Lafayette Grinding Corp. (Electronic Workers (IUE) Local 485) Brooklyn, NY July 30, 2001. 29-CA-23593, 29-CA-23895; JD (NY)-36-01, Judge Eleanor MacDonald.

United States Postal Service (Postal Workers Atlanta Metro Area Local) Atlanta, GA July 18, 2001. 10-CA-32518 (P); JD (ATL)-48-01, Judge Pargen Robertson.

Trailmobile Trailer, LLC (Electronic Workers (IUE) District 11) Jonesboro, AR July 31, 2001. 26-CA-19343, et al.; JD(ATL)-49-01, Judge Howard I. Grossman.

Dyncorp (Individuals and Postal Workers Local 164) Cincinnati, OH July 31, 2001. 9-CA-37324, et al.; JD-102-01, Judge Jerry M. Hermele.

Graphic Communications Local 1-M (an Individual) Brainerd, MN July 31, 2001. 18-CB-4076-1; JD-106-01, Judge William J. Pannier III.

E. I Dupont de Nemours & Co. (Paper, Allied-Industrial, Chemical and Energy Workers International and its Local 1-6992) Buffalo, NY July 31, 2001. 3-CA-22176; JD-77-01, Judge Margaret M. Kern.

St. Joseph's Hospital (Food & Commercial Workers Local 1625) Tampa, FL July 31, 2001. 12-CA-20380; JD(ATL)-51-01, Judge Pargen Robertson.

Union-Tribune Publishing Co. (Graphic Communications Workers Local 432M) San Diego, CA July 27, 2001. 21-CA-31124, et al.; JD(SF)-50-01, Judge Michael D. Stevenson.

USF Red Star, Inc. (Teamsters Local 592) Richmond, VA August 1, 2001. 5-CA-28985; JD-99-01, Judge Marion C. Ladwig.

Angelo & Maxie's Acquisition, Inc. d/b/a Angelo & Maxie's Steakhouse (Hotel & Restaurant Employees Local 100) New York, NY August 2, 2001. 2-CA-32761; JD(NY)-38-01, Judge D. Barry Morris.

Adriana Distributors, Inc. (Office and Professional Employees Local 402) Ponce, PR August 2, 2001. 24-CA-8593, et a., 24-RC-8094; JD(ATL)-52-01, Judge William N. Cates.

Auto Workers Local 849 and Visteon Corporation (an Individual) Ypsilanti, MI August 2, 2001. 7-CB-12623, 7-CA-43795; JD-108-01, Judge Arthur J. Amchan.

Comar, Inc. (Glass Workers) Vineland, NJ August 2, 2001. 4-CA-28570; JD-104-01, Judge William G. Kocol.

Johnson Technology, Inc. (Electronic Workers (IUE)) Muskegon, MI July 31, 2001. 7-CA-43375; JD-103-01, Judge Earl E. Shamwell Jr.

Union-Tribune Publishing Co., (Graphic Communications Local 432M) San Diego, CA July 26, 2001. 21-CA-33611, et al.; JD(SF)-58-01, Judge Jay R. Pollack.