

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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W-2808

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Alliant Foodservice, Inc. and Service Employees Local 1222 (4-CA-27669, 27913, 4-CB-8242; 335 NLRB No. 57) Swedesboro, NJ Aug. 27, 2001. The Board majority of Chairman Hurtgen and Member Truesdale held that the Respondent Employer unlawfully recognized Respondent Service Employees Local 1222 on the basis of authorization cards that included cards signed by employees for both the union and for Teamsters Local 628. The tally showed a clear majority had designated Local 1222 as their bargaining agent, but 16 of the employees also had signed cards for Local 628. [\[HTML\]](#) [\[PDF\]](#)

The majority agreed with the judge's finding that cards signed by 15 of the dual card signers cannot be used to show support for Local 1222, and that without those cards, Local 1222 lacked the support of a majority of the unit employees. Accordingly, the majority held that Alliant and Local 1222 violated Section 8(a)(2) and 8(b)(1)(A), respectively, by extending and accepting recognition and violated Section 8(a)(3) and 8(b)(2), respectively, by entering into a collective-bargaining agreement containing a union-security clause.

In dissent, Member Liebman said the Board's "dual card" doctrine is based on "dubious reasoning," since in cases where an employee signs authorization cards for two unions -- "the Board refuses to infer that the employee supports *either* union. That refusal, however, is flatly inconsistent with the language typically contained on union authorization cards." She noted that the cards signed for both Local 1222 and Local 628 expressly state that the signer authorizes the union in question to act as his collective-bargaining representative.

The majority, however, pointed out "there is nothing on the card which supports the 'either union' construction of our colleague. That is, the card does not say that the employee wants union A if he/she cannot have union B."

The majority stated further:

Those cards do not indicate that the signer harbors a generalized desire for union representation and that either union would be acceptable as a bargaining agent. They state unequivocally that that union identified on the card is designated or authorized to act as the employees representative.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Teamsters Local 628; complaint alleged violation of Section 8(a)(1), (2), (3) and Section 8(b)(1)(A) and 8(b)(2). Hearing at Philadelphia, PA, May 19-21, 1999. Adm. Law Judge Richard H. Beddow, Jr. issued his decision Dec. 3, 1999.

* * *

Pleasantview Nursing Home, Inc. (8-CA-28519; 335 NLRB No. 77) Parma, OH Aug. 27, 2001. The Board majority of Members Liebman and Truesdale agreeing with the administrative law judge, held that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing during the term of its collective-bargaining agreement with the Union to remit employee initiation fees to the Union as required by that agreement, by unilaterally raising the wages of certain unit employees during negotiations for a successor contract, and by implementing its final contract offer in the absence of a valid impasse. However, the majority reversed the judge in finding that the Respondent unlawfully refused to negotiate with respect to certain mandatory bargaining subjects (eliminate three paid holidays, stop pension contributions) and by insisting to impasse that the Union negotiate about a nonmandatory subject of bargaining (eliminate initiation fees as part of union-security). [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen, dissenting in part, would reverse the judge's finding that the Respondent violated Section 8(a)(5) by unilaterally raising certain wage rates on or about July 1, 1996. He noted that "[w]ithout a wage increase for new employees, the Respondent could not be competitive with other local nursing homes and could not attract new employees." On this point, the majority, citing *RBE Electronics of S.D.*, 320 NLRB 80 (1995), stated:

While the Respondent has shown that it needed to raise its starting wage rates in order to attract and retain qualified employees, it has failed to show that 'time was of the essence' with respect to its employment situation, and that 'prompt action' was 'compelled' independent of the overall ongoing bargaining process.

With respect to the Respondent's bargaining proposals to eliminate three paid holidays and its pension plan contributions, Chairman Hurtgen agreed with the judge that the Respondent engaged in "hard bargaining" rather than bad-faith bargaining.

Chairman Hurtgen did not agree that the subject of initiation fees, as part of union security, is a nonmandatory subject of bargaining, but he said union security is a mandatory subject. The majority's view was that the amount of initiation fees is an internal matter.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Textile Processors, Service Trades, Health Care Professional and Technical Employees Local 1; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Cleveland, November 18-19, 1997. Adm. Law Judge Arthur J. Amchan issued his decision March 20, 1998.

* * *

Golden Stevedoring Co., Inc. (15-CA-13334, et al.; 335 NLRB No. 37) Mobile, AL Aug. 27, 2001. The Board affirmed the administrative law judge's dismissal of the complaint allegations that the Respondent violated Section 8(a)(3) and (5) of the Act by its postelection change in policy for allocating unloading and recouping work between unit and nonunit (temporary) employees, thereby reducing the hours of work for bargaining unit members. In reaching its finding that the General Counsel failed to show that a change in work assignments occurred, the Board stated: [\[HTML\]](#) [\[PDF\]](#)

In his exceptions, the General Counsel relies heavily on charts (based on payroll records) comparing the percentage of total hours that 'regular' and 'temporary' employees worked before and after the Union's certification. This evidence, however, is insufficient to overcome the force of the credited testimony chiefly because the General Counsel has included in his computations hours worked by employees who did not perform the specific unloading and recouping tasks in issue.

The Board did not agree with the judge's finding that the strike was an unfair labor practice strike, but did agree with his finding that the Respondent unlawfully threatened to have Union Organizer George Bru arrested.

Dissenting in part, Chairman Hurtgen disagreed with the majority of Members Liebman and Truesdale that the Respondent violated Section 8(a)(5) by unilaterally changing its disciplinary policy from a system of oral reprimands to a system of written warnings. He noted that contrary to the complaint's allegations, the judge found that the Respondent did not tighten or significantly change, the enforcement of the rules. Chairman Hurtgen disagreed with the majority's adoption of the judge's finding that the Respondent violated Section 8(a)(1) by creating the impression of surveillance. He also would find that the Respondent did not unlawfully threaten to arrest Union Organizer Bru, stating:

The question is whether the Respondent's threat to arrest Bru chilled the Section 7 rights of the Respondent's employees. It is clear that the threat was not made to an employee, and that no employee learned of the threat.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Longshoremen (ILA), South Atlantic and Gulf Coast District; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Mobile, July 28 through August 1, September 22-26, and October 1-3, 1997. Adm. Law Judge Keltner

W. Locke issued his decision July 28, 1998.

* * *

National Steel Corporation (14-CA-25957-1, 25957-2; 335 NLRB No. 60) Granite City, IL Aug. 27, 2001. The Board majority of Members Liebman and Truesdale, citing *Colgate-Palmolive Co.*, 323 NLRB 515 (1997), affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the Unions over the use of hidden surveillance cameras and by failing to seek an accommodation with the Unions over its confidentiality concerns about the Unions' request for information about the cameras. The case arose in connection with Local 67 learning during the arbitration of a grievance in 1999, of the Respondent's use of hidden surveillance cameras since 1987. The union sent a letter on Jan. 5, 2000 to the Respondent claiming the issue was a mandatory bargaining subject, and requesting "all information concerning any existing hidden surveillance cameras that our members are subjected to that exist in any and all areas . . ." of the Respondent's property. [\[HTML\]](#) [\[PDF\]](#)

In dissent, Chairman Hurtgen would not find a violation. He said the Union told the Respondent it should discuss the installation of additional cameras but no evidence was shown more cameras were installed. He also thought the Respondent's response to the Union was appropriate "that disclosure of the location of the hidden cameras would defeat their purpose. The ball was then back in the Unions' court."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Steelworkers Local 67; complaint alleged violation of Section 8(a)(5) and (1). Hearing at St. Louis on Sept. 18, 2000. Adm. Law Judge Arthur J. Amchan issued his decision Nov. 13, 2000.

* * *

Baseball Club of Seattle, LP d/b/a Seattle Mariners (19-RD-3424; 335 NLRB No. 45) Seattle, WA Aug. 27, 2001. The Board disagreed with the Regional Director's finding that the Employer's voluntary recognition of the Union pursuant to the arbitrator's certification of the Union's majority status did not create a recognition bar to the processing of the decertification petition. In so concluding, the Regional Director relied on the Board's decision in *Smith's Food & Drug Centers*, 320 NLRB 844 (1996). In *Smith's Food*, the Board held that when two or more rival unions are simultaneously conducting organizing campaigns, an employer's voluntary recognition of one of the unions will bar the processing of a subsequent petition unless the petitioning union can demonstrate that it had a 30-percent showing of interest that predates the recognition. [\[HTML\]](#) [\[PDF\]](#)

Although the present case did not involve two rival unions, the Regional Director nevertheless concluded that the reasons underlying the Board's decision in *Smith's Food* are equally applicable to the situation in which a decertification petitioner obtains a 30-percent showing of disinterest at the time the employer voluntarily recognizes the union. The Board, however, found that *Smith's Food* is inapplicable to this case, and that the Employer's voluntary recognition of the Union constituted a bar to the processing of the decertification petition. It stated:

[W]hen like here, only one union is organizing the employees and, upon demonstration of the union's majority status, the employer voluntarily recognizes the union, an exception to the recognition bar principles is not warranted. That is, in contrast to the rival union organizing situation presented in *Smith's Food*, where only one union is engaged in organizing an employer's employees, voluntary recognition by the employer of that union upon a demonstration of its majority status only serves to effectuate employee free choice.

In dissent, Chairman Hurtgen would adopt the Regional Director's decision to direct an election. He agreed with the Regional Director that the reasons for the Board's decision in *Smith's Food* apply equally in the instant decertification context. Therefore, he would find that the Employer's voluntary recognition does not bar the instant petition. Chairman Hurtgen stated:

[M]y colleagues have drawn a distinction between the Section 7 right to choose between rival unions and the Section 7 right to choose between a union and no union at all. Clearly, this approach is contrary to the Act and statutory policy.

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

* * *

Unifirst Corporation (31-CA-22164; 335 NLRB No. 58) Ontario, CA Aug. 27, 2001. The Board majority of Members Liebman and Truesdale agreed with the administrative law judge that the Respondent violated Section 8(a)(1) of the Act by coercively interrogating employees and by telling employees that it would not renegotiate upcoming union contracts and that strikes are inevitable if they vote in the Union. In addition, the majority adopted the judge's findings that the Respondent further violated Section 8(a)(1) of the Act by informing employees that a strike would result in job loss and that it would not abide by the Union's rules if they voted in the Union. [\[HTML\]](#) [\[PDF\]](#)

Dissenting in part, Chairman Hurtgen would find the Respondent did not unlawfully threaten to never sign a union contract and did not unlawfully indicate that it would be futile to bring in the Union. He also thought "the Respondent truthfully informed employees that it had the right to continue operations in the event of a strike by using replacement workers, and that it had replaced strikers at other facilities."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Teamsters Local 952; complaint alleged violation of Section 8(a)(1). Hearing at Los Angeles, Feb. 9-10, 1998. Adm. Law Judge Michael D. Stevenson issued his decision July 23, 1998.

* * *

Sodexo Marriott Services (7-CA-40637(1)(2), 40942, 7-RC-21246; 335 NLRB No. 43) Farmington Hills, MI Aug. 27, 2001. The Board upheld the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by interrogating, threatening, and giving employees the impression that their union activities were under surveillance, and disparately enforcing its no-distribution/no-solicitation policy against union supporters; and violated Section 8(a)(3) by discharging Dennis Tookes, Ebony Thurmand, Shalonda Davidson, Dennis Barber, and Daryl Dillard, and lowering the performance evaluation of Richard Bowie because of their activities for Service Employees Local 79. The Board did not find however that the five discharges destroyed laboratory conditions and precluded a free and fair election because they all occurred before the filing of the petition. [\[HTML\]](#) [\[PDF\]](#)

The Board concluded, contrary to the judge, that the Respondent violated Section 8(a)(1) by discharging Cecelia McBride for refusing to answer questions at an investigatory interview for which she had requested an employee witness. Because McBride's unlawful discharge, occurred after the filing of the petition, the Board found her discharge destroyed the laboratory conditions and precluded a free and fair election and affirmed the judge's recommendation to sustain the Union's second objection.

Chairman Hurtgen, dissenting in part, would find the discharges of Tookes and McBride were lawful. He concluded that Tookes engaged in misconduct on January 21, 1997--when he acted as a leader and incited a hostile crowd; he directed vulgar epithets to a supervisor, and about the general manager; and he engaged in the physical outburst of kicking and banging the office door--and was lawfully discharged therefore. Even assuming arguendo that union activity was a reason for Tookes' discharge, the Respondent would have discharged Tookes in any event for that misconduct, the Chairman explained.

For the reasons set forth in his dissent in *Epilepsy Foundation of Northeastern Ohio*, 331 NLRB No. 92 (2000), Chairman Hurtgen said the Board should continue the principle that an employee in a nonunion facility has no Section 7 right to the assistance of another employee at an investigatory interview. Even if McBride had a right to such assistance, and even if the denial of assistance was unlawful, the Respondent was not precluded from discharging her for the misconduct that lead to the interview--refusing to work in the linen room--and which was repeated at the interview. "Such a refusal was insubordinate and provided lawful grounds for the Respondent's discharge of McBride," the Chairman said. He would not sustain the Union's election objection, which is based on McBride's discharge.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Service Employees Local 79; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Detroit, July 6-10 and Aug. 10-11, 1998. Adm. Law Judge Bruce D. Rosenstein issued his decision Dec. 1, 1998.

* * *

New Mexico Symphony Orchestra (28-CA-13596; 335 NLRB No. 72) Albuquerque, NM Aug. 27, 2001. In a case before the Board on a stipulated record, Members Liebman and Truesdale held that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to make timely and full payroll payments to unit employees as required under its collective-bargaining agreement with Musicians Association of Albuquerque Local 618, American Federation of Musicians. Article 13.13 of the parties' contract requires the Respondent to make wage payments on the 15th and 30th/31st day of each month and the Respondent has admitted that it has not complied with the contract. The majority rejected the Respondent's assertions that deferral to arbitration is appropriate and that this case involves only "an unintended and unavoidable breach" of the contract. It noted that the admitted breach of the contract does not involve a question of contract interpretation or require the special competence of an arbitrator and that the Respondent's claim of insufficient funds to cover its operating expenses is not an adequate defense to an allegation that it has unlawfully failed to abide by contractual provisions. [\[HTML\]](#) [\[PDF\]](#)

Chairman Hurtgen, in dissent, would dismiss the complaint, stating: "The issue is whether the Respondent has terminated or modified the contract in violation of Section 8(a)(5) and 8(d), as distinguished from committing a contract breach. Clearly, Respondent has not engaged in the former conduct. It has not repudiated the contract or sought to avoid its terms. It simply has been financially unable to pay at various times. At most, this is a breach of contract, not a violation of Section 8(a)(5) and 8(d) of the Act."

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Musicians Association of Albuquerque Local 618, American Federation of Musicians; complaint alleged violation of Section 8(a)(1) and (5). Parties waived their right to a hearing before an administrative law judge.

* * *

Langdale Forest Products Co. (12-CA-18427, 18505; 335 NLRB No. 51) Valdosta, GA Aug. 27, 2001. Chairman Hurtgen and Member Truesdale affirmed the administrative law judge's recommended order dismissing the complaint that alleged that the Respondent violated Section 8(a)(5) and (1) of the Act. In so doing, they agreed with the judge that the Respondent lawfully refused to bargain with and prospectively withdrew recognition from Food & Commercial Workers Local 1996 in reliance on a good-faith uncertainty, based on objective evidence that the Union continued to have majority support in the bargaining unit; and that the Respondent did not violate Section 8(a)(1) by impliedly promising employees that they would receive better wages and benefits if they abandoned their support for the Union. [\[HTML\]](#) [\[PDF\]](#)

Agreeing with the judge that the Respondent's August 30, 1996 newsletter and its antecedent speeches on August 28-30, 1996 to employees were lawful, Chairman Hurtgen and Member Truesdale said "the dissent's approach signals a fundamental unwillingness to accept the principle that an employer has a right to make comparisons or descriptions that are unfavorable to an incumbent union during a decertification election campaign. The cases cited by the dissent are readily distinguishable."

Member Liebman, dissenting in part, would reverse the judge and find that the "Notice to Employees" appearing in the company newsletter, *The Whispering Pines*, and signed by the Respondent's general manager, James Langdale, implicitly promised employees that they would receive better wages and benefits if they voted to decertify the Union in violation of Section 8(a)(1). She would also find that this violation was sufficient to taint the antiunion employee petitions on which the Respondent later relied in withdrawing recognition from the Union and, thus, she would find that the Respondent violated Section 8(a)(5) when it withdrew recognition from the Union.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Food & Commercial Workers Local 1996; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Valdosta, Feb. 18-19, 1997. Adm. Law Judge Keltner W. Locke issued his decision Jan. 15, 1998.

* * *

Jose A. Montana d/b/a A. Montano Electric (21-CA-31126, 31128; 335 NLRB No. 52) Anaheim, CA Aug. 27, 2001. Chairman Hurtgen and Member Truesdale affirmed the administrative law judge's conclusion that the Respondent did not violate Section 8(a)(3) of the Act by denying five union-affiliated electricians the opportunity to work overtime on January 4, 1996, and by discharging them on January 6, 1996, but they did not rely on her rationale, noting that the Respondent did not raise either legal argument used by the judge in defense of its actions. The judge found that the failure of the five alleged discriminatees to perform work on January 4 was due to their participation in an unprotected partial work stoppage or intermittent strike. She found that two of the five were not employees within the meaning of the Act. The Respondent's stated reasons however were the employees' failure to perform their work as expected and required for a full day at a time when a pending completion deadline made any delay particularly critical. [\[HTML\]](#) [\[PDF\]](#)

The majority noted these factors in finding little credible evidence of the Respondent's animus towards union activity. The judge dismissed, primarily on credibility grounds, all complaint allegations of coercive interrogation and threats. The Respondent hired known union members. The General Counsel's witness Kaspar admitted that the Respondent "willingly" participated in meetings about the electricians' workplace complaints on January 4. On January 5, the Respondent at least partially satisfied those complaints. The majority held: "Under the foregoing circumstances, it might be said that the General Counsel has failed to meet his initial burden under *Wright Line*. Even assuming, arguendo, that an inference of antiunion motivation may be drawn, as the General Counsel suggests in exceptions, solely from the timing of the termination actions in relation to the sudden news that all electricians were union members who sought union representation for the Respondent's historically nonunion work force, we find that the Respondent has met its rebuttal burden of showing that it would have discharged these five employees, and denied them overtime 2 days earlier, even in the absence of their union activities."

Member Liebman, dissenting in part, would find that the Respondent violated Section 8(a)(1) by virtue of the statements made by Robert Florin, Respondent's estimator, to employee Kaspar, on January 3 and that Respondent's discharge of the five employees violated Section 8(a)(3) because it was based not on their failure to perform work on January 4, but on their union affiliation and activities.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Electrical Workers IBEW Locals 441 and 11; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Los Angeles, June 25-27, 1997. Adm. Law Judge Mary Miller Cracraft issued her decision Sept. 19, 1997.

* * *

Fantasia Fresh Juice Co. (13-CA-38526, 13-RC-20319; 335 NLRB No. 61) Rosemont, IL Aug. 27, 2001. Affirming the administrative law judge's decision, Chairman Hurtgen and Member Truesdale dismissed the complaint in Case 13-CA-38526, which alleged that the Respondent, at an April 28, 2000 meeting in response to the Union's demand for recognition, threatened employees and promised increases to those involved in union activities, permanently replaced economic strikers employees, and refused to reinstate them upon their unconditional offers to return to work. Member Liebman, dissenting in part, would find that the Respondent violated Section 8(a)(1) during the April 28 mandatory meeting held immediately after it received the Union's demand and that it was required to offer reinstatement to Simeon Henriquez after the strike. She also wrote separately to point out a third concern--"although the issue was not litigated and so properly not reached by the Board, the evidence suggests that the Respondent violated Section 8(a)(4) of the Act by threatening retaliation for using the processes of the Board." [\[HTML\]](#) [\[PDF\]](#)

The majority affirmed the judge's determination in crediting the testimony of the Respondent's officials, Tom Hicks and Brad Barnhorn, that employees at the April 28 meeting were only asked generally if they had ever been members of a union before. "In the context of the overall discussion, which included a comparison of the Respondent's existing benefits with those that might be found in a union setting, we find that the General Counsel has failed to establish that the Respondent's query was other than rhetorical and noncoercive." Turning to the dissent's finding that the Respondent violated Section 8(a)(3) by denying Simeon Henriquez reinstatement in accord with his rights as a former economic striker, the majority noted that the General Counsel has not excepted to the judge's express finding that this is not *Laidlaw* case. *Laidlaw Corp.*, 171 NLRB 1366 (1968), enf'd. 414 F.2d 99 (7th Cir. 1969), cert denied 397 U.S. 920 (1969). Even assuming that the issue of a *Laidlaw* violation were

raised by exceptions, the majority would find that the issue has not been fully litigated. It did not pass on the issue of whether the Respondent threatened retaliation for use of Board processes, in violation of Section 8(a)(4) as the matter was neither alleged nor litigated.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Manufacturing, Production & Service Workers Local 24; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Chicago, Sept. 11-14, 2000. Adm. Law Judge Benjamin Schlesinger issued his decision Feb. 12, 2001.

* * *

David Allen Co. (5-CA-26464(E); 335 NLRB No. 64) Manassas, VA Aug. 27, 2001. Reversing the administrative law judge, the Board found that the General Counsel was substantially justified in issuing the complaint and proceeding to hearing in this case and denied the application for attorney fees and expenses pursuant to the Equal Access to Justice Act filed by David Allen Co. The judge had rejected the General Counsel's arguments that his decision dismissing the complaint turned on resolution of credibility, and that the General Counsel's position was based on a novel, but credible, interpretation of existing law. The Board found the General Counsel initially presented evidence, which if credited by the judge, would have constituted a prima facie case that the Respondent violated Section 8(a)(3) by preventing the alleged discriminatees from applying for employment.

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The Board disagreed with the judge that the issue was whether the Respondent's failure to solicit applicants against whom it had demonstrated animus constituted an unfair labor practice when the employees had not applied for or expressed an interest in employment with the Respondent. The issue was framed by the evidence adduced by the General Counsel during the investigation and that evidence, if credited, showed that Respondent's agent, Johnny Moore, bore animus against the three alleged discriminatees because of their Section 7 activity, it said. The Board wrote:

The General Counsel argued that Johnny Moore acted as an agent of the Respondent, and that, because of his animus toward the three employees, he interfered with their prospects for employment with the Respondent. Affidavits reflected discrepancies in testimony as to whether Johnny Moore knew of the job opportunities at Respondent during the time that the alleged discriminatees were contacting the Moores [Johnny and his wife Peggy] seeking employment and whether he refused to pass on that information. Thus, by issuing this complaint, the General Counsel sought to resolve a substantial credibility issue concerning the Moores' knowledge of job opportunities with the Respondent and their alleged failure to inform Kidwell, Kilburn, and Larkin of those opportunities.

The underlying complaint alleged that the Respondent violated Section 8(a)(1) and (3) of the Act by failing to hire or consider for hire employees who had engaged in concerted protected activity. At the close of the General Counsel's case-in-chief, the judge issued his bench decision. 11

No party filed exceptions and the Board adopted the judge's findings and recommendations, pro forma, in an unpublished January 21, 1998 Order.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Adm. Law Judge Steven M. Charno issued his supplemental decision May 6, 1998.

* * *

Grand Industries, Inc. (7-CA-42513, 42680; 335 NLRB No. 31) Grand Haven, MI Aug. 27, 2001. In the absence of exceptions, the Board adopted the administrative law judge's findings that the Respondent violated Section 8(a)(3) and (1) of the Act by suspending employee Brian Phipps from October 28 through November 15, 1999 and violated Section 8(a)(1) as alleged in paragraph seven of the complaint. It also adopted the judge's finding that the Respondent violated the Act by promulgating and maintaining a rule prohibiting unauthorized solicitation or distribution of literature whether written or printed on company

premises during working hours. To effectuate the policy of the Act, the uncontested violations were severed from those the Board remanded to the judge to enter an appropriate remedial Order. [\[HTML\]](#) [\[PDF\]](#)

The General Counsel excepted to the judge's dismissal of the allegation that the Respondent violated Section 8(a)(3) by disciplining employees "known to the Respondent" pursuant to the more stringent enforcement of its disciplinary rules. In determining this allegation, the judge examined the number of suspensions imposed during the 6-month period before August 1999, when the Respondent became aware of the organizing campaign and the 6-month period following that month. Using this timeframe for analyzing whether the amount of discipline increased after Respondent's knowledge of the campaign, the judge found that there was a relatively consistent pattern of suspensions for attendance infractions 6 months before and 6 months after August, and that the suspensions were justified. The General Counsel contended that the judge erred in using August as the benchmark month for analyzing this allegation, that the judge should have used October, the month when the Respondent unlawfully threatened employees with more rigorous adherence to its disciplinary rules because employees had joined or supported the Union. He also contended that the judge erred in excluding Phipps' suspensions from his analysis of this allegation.

In agreement with the General Counsel, the Board remanded to the judge for further examination the complaint allegations that the Respondent violated Section 8(a)(3) and (1) by disciplining employees "known to the Respondent" pursuant to the more stringent enforcement of its disciplinary rules; Phipps' 3-day and 10-day suspension on October 26; and to determine whether any of the employees who were suspended for attendance violations in the 6 months after October 25 would have had their suspensions postponed or waived but for the Respondent's unlawfully threatening employees with more rigorous adherence to its disciplinary rules.

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charges filed by Carpenters Great Lakes Regional Industrial Council; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Grand Rapids on May 11, 2000. Adm. Law Judge George Carson II issued his decision July 6, 2000.

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Grinnell Fire Protection Systems Company (17-CA-19409; 335 NLRB No. 40) Tulsa, OK Aug. 27, 2001. In agreement with the administrative law judge, the Board found that the Respondent violated Section 8(a)(1) and (3) of the Act by offering reinstatement to five unfair labor practice strikers to their former positions and at their former rates which the Board found to be unlawful in *Grinnell Fire Protection Systems Co.*, 328 NLRB No. 76 (1999). Noting that the Respondent has demonstrated a proclivity to violate the Act, the Board, relying on *Hickmott Foods*, 242 NLRB 1357 (1970), said that repeat offenders with such a proclivity are subject to a broad injunctive relief and, therefore, imposed the broad cease-and-desist order recommended by the judge. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charge filed by Road Sprinkler Fitters Local 669; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Tulsa on July 18 and 19, 2000. Adm. Law Judge Albert A. Metz issued his decision Oct. 26, 2000.

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Paul Mueller Company (17-CA-19490, et al.; 335 NLRB No. 66) Springfield, MO Aug. 27, 2001. The Board majority of Members Liebman and Truesdale found that the Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally changing the contractual pension plan method for calculating credited service, reversing the administrative law judge's dismissal of the complaint allegations that the Respondent violated the Act by unilaterally changing the pension plan provided for in the collective-bargaining agreement by altering the method by which the pension plan calculated service credits for employees who had a break in employment with the Respondent. The majority held that pension benefits constitute future wages and are within the meaning of Section 8(d)'s terms and conditions of employment, and are thus, a mandatory subject of bargaining. *Inland Steel Co.*, 77 NLRB 1, enfd. 170 F.2d 247 (7th Cir. 1948), cert. denied 336 U.S. 960 (1949). [\[HTML\]](#) [\[PDF\]](#)

Finding that the role of the actuary is administrative rather than substantive and that the purpose of the change was to save money by using the same actuary to service both the pension plan for unit employees and the pension plan for nonunit employees, Members Liebman and Truesdale agreed with the judge that the General Counsel failed to establish that the replacement of the pension plan's actuary constituted a change in the terms of the plan and dismissed this allegation.

Chairman Hurtgen, dissenting in part and concurring in part, does not agree with his colleagues that the Respondent violated Section 8(a)(5) by virtue of a change in the terms of the pension plan. He said:

The pension plan is administered by trustees, and they are the ones who made the change. It is clear that trustees of a plan are *not* agents of the party who appointed them. Unlike agents of a party, they are not responsible to that party. Rather, their sole responsibility is to the employee-beneficiaries of the plan. Further, it is irrelevant that the persons who are trustees may also wear another hat. It is not unusual that a trustee of a plan is also an agent of a party. When acting as trustees, that person owes a fiduciary duty to the employee-beneficiaries. When acting as an agent, that person owes a fiduciary duty to his principal. In the instant case, the persons took the action in their capacity as trustees.

The Chairman concurred that the trustees' replacement of the actuary was not unlawful under Section 8(a)(5). He agreed that the change was administrative and not substantive. However, he relied on the fact that the change was made by the trustees and not by agents of Respondent.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Daniel Lee Gambriel, an Individual and Sheet Metal Workers Local 208; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Springfield on Dec. 10, 1998. Adm. Law Judge Albert A. Metz issued his decision Feb. 23, 1999.

* * *

Carpenters Local 623 (Atlantic Exposition Services, Inc.) and Spectacor Management Group (4-CE-116-1, -2; 335 NLRB No. 49) Atlantic City, NJ Aug. 27, 2001. The Board affirmed the administrative law judge's findings that the Respondents, Carpenters Local 623 and Spectacor Management Group (SMG) violated Section 8(e) of the Act by entering into an agreement under which SMG would not subcontract work to employers who did not have collective-bargaining agreements with Local 623 and by enforcing that agreement against Charging Party Atlantic Exposition Services. In arriving at that conclusion, the judge found that the Respondents' agreement required SMG to cease doing business with employers who were not signatory to contracts with Local 623 and that it did not have a work preservation objective that would remove it from the proscription of Section 8(e). The judge also found that the agreement did not come within the construction industry proviso to Section 8(e) because the work in question was not performed on a construction site and because, in any event, SMG was not "an employer in the construction industry." [\[HTML\]](#) [\[PDF\]](#)

In agreement with the judge, and for the reasons stated in his decision, the Board held that the Respondents' agreement lacked a work preservation objective, that the work covered by the agreement was not performed on a construction site, and therefore the agreement was not protected by the construction industry proviso. The Board found it unnecessary to decide whether SMG was an employer in the construction industry, including whether it possessed relevant control over labor relations.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Atlantic Exposition Services; complaint alleged violation of Section 8(e). Hearing at Philadelphia, PA, Sept. 28-29, 1999. Adm. Law Judge Benjamin Schlesinger issued his decision March 16, 2000.

* * *

Trompler, Inc. (30-CA-14342; 335 NLRB No. 41) Pewaukee, WI Aug 27, 2001. Affirming the administrative law judge's recommendation, the Board found that the Respondent violated Section 8(a)(1) of the Act when it terminated six employees for

engaging in protected concerted activities. The employees, dissatisfied with the performance of their shift leadman, Larry Marchand, brought their concerns to the attention of management. When management failed to address their concerns, the employees reasonably believed that they had no better recourse than to stage a walkout. The Respondent contended that the employees quit when they walked off the job in protest. The Board held that the walkout was protected and was the motivating factor for Respondent's adverse action against the employees. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Jeff Franjevic, an Individual; complaint alleged violation of Section 8(a)(1). Hearing at Milwaukee, Oct. 5-6, 1998. Adm. Law Judge William N. Cates issued his bench decision Nov. 4, 1998.

* * *

Daikichi Corp. d/b/a Daikichi Sushi (29-CA-21362, et al.; 335 NLRB No. 53) Long Island City, NY Aug. 27, 2001. The Board majority of Members Liebman and Walsh agreed with the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by making certain statements to employees during and after an organizing campaign won by the Teamsters in 1997. The majority also held, affirming the judge, that the Respondent violated Section 8(a)(3) and (1) by refusing to recall six laid-off hot kitchen employees because of their union activities. Chairman Hurtgen, dissenting in part, disagreed with his colleagues that three statements at issue were in violation of Section 8(a)(1) and that the Respondent's failure to recall the employees was unlawful. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charges filed by Teamsters Local 295; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Brooklyn, Oct. 27, Nov. 5, and Dec. 7-8, 1998. Adm. Law Judge Stephen J. Gross issued his decision July 14, 1999.

* * *

Taylor Machine Products (7-CA-33135, et al.; 335 NLRB No. 56) Taylor, MI Aug. 27, 2001. In a Supplemental Decision and Order, the Board granted the General Counsel's Motion for Partial Summary Judgment with respect to certain issues of gross pay in a compliance specification. Region 7 had advised the Respondent on Dec. 22, 1999 that its Dec. 10, 1999 answer to the compliance specification did not comport with the Board's Rules and Regulations. The Respondent filed no amended answer to the compliance specification within the designated time. At issue is backpay for seven discriminatees in a case decided by the Board on July 21, 1995 (317 NLRB 1187), and enforced by the U.S. Court of Appeals for the Sixth Circuit on Feb. 18, 1998 (136 F.3d 507). [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

General Counsel filed motion for partial summary judgment Jan. 28, 2000.

* * *

Commonwealth Communications, Inc. (4-CA-25782; 335 NLRB No. 62) Philadelphia, PA Aug. 27, 2001. The Board majority of Members Liebman and Walsh reversed the administrative law judge's dismissal of the complaint and found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to comply with a request for information from the Charging Party, Electrical Workers IBEW Local 98. The majority held: [\[HTML\]](#) [\[PDF\]](#)

[T]he Respondent's obligation to provide this information is definitively resolved by our finding on the threshold issue--i.e., that the collective-bargaining agreement entered into between the Respondent and IBEW Local 98, by its terms, was unambiguously multisite in scope. Because we reject the Respondent's assertion that the material terms of this agreement were ambiguous, we find that the judge erred in relying on the extrinsic evidence proffered by the Respondent to support its contention that the agreement covered only one construction project.

In dissent, Chairman Hurtgen stated: "Since the contract was limited to the airport project, the Union had no basis for requesting that the Respondent furnish information concerning work on projects other than the airport project, and the Respondent was justified in not furnishing such information."

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charge filed by Electrical Workers IBEW Local 98; complaint alleged violation of Section 8(a)(5) and (1). Hearing at Philadelphia, Dec. 8, 1998. Adm. Law Judge Margaret M. Kern issued her decision July 13, 1999.

* * *

Casino Ready Mix, Inc. (28-CA-14536; 335 NLRB No. 39) Las Vegas, NV Aug. 27, 2001. In this "salting" case, the Board majority of Members Liebman and Truesdale agreed with the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by denying assignments to union organizer Charles Philips after he was hired in April 1997, and refusing employment to organizers Bill Dooley and Wayne King because of their union status. The majority also agreed with the judge that Gary Bale, the Respondent's owner and president, unlawfully threatened employees. [\[HTML\]](#) [\[PDF\]](#)

An employee Scott Newcomb testified that Bale told him that the company would never allow the Union to represent its employees, that instead he would either move the Respondent's Las Vegas operation or replace the truckdrivers with owner-operators. Bale did not testify at the hearing. The judge credited Newcomb's testimony and drew an adverse inference from the Respondent's failure to produce Bale as a witness. He concluded that Bale's statement violated Section 8(a)(1), and also demonstrated the Respondent's animus against the Union, a factor relevant to the complaint's 8(a)(3) allegations. In its exceptions, the Respondent contended that the adverse inference and the finding of a violation were inappropriate because the General Counsel never alleged that Bale's statement was an unfair labor practice.

In finding a violation on this issue, the majority noted the complaint did allege that Bale was the president of the Company, a statutory supervisor, and an agent acting on the Respondent's behalf. It stated: "Thus, Respondent was on notice that the General Counsel would hold the Respondent accountable for conduct committed by Bale. Moreover, as the judge found, Bale's statement clearly demonstrated union animus; thus, it was plainly relevant to the complaint's allegations that the Respondent discriminated against union members in its employment decisions."

Dissenting in part, Chairman Hurtgen would not adopt the judge's finding that President Bales violated Section 8(a)(1) in a statement to employee Newcomb. He pointed out that the complaint contains no allegations concerning Bale's conduct, only that Bale is an agent of Respondent. Chairman Hurtgen asserted that "if the General Counsel wanted to hold Respondent accountable for conduct of Bale, he would have at least set forth what that conduct was."

The Board disagreed with the judge's finding that Larry Hildebrand, an alleged agent and statutory supervisor of the Respondent, interrogated and threatened an employee in violation of Section 8(a)(1).

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Teamsters Local 631 and Operating Engineers Local 12; complaint alleged violations of Section 8(a)(1) and (3). Hearing at Las Vegas, March 26-27, 1998. Adm. Law Judge Fredrick C. Herzog issued his decision Sept. 18, 1998.

* * *

John Kolkka, d/b/a Kolkka Tables and Finnish-American Saunas, a Sole Proprietorship (20-CA-27284, et al.; 335 NLRB No. 69) Redwood City, CA Aug. 27, 2001. Members Liebman, Truesdale, and Walsh, while affirming the administrative law judge's decision in substantial part, found merit in certain of the General Counsel's exceptions and concluded, contrary to the judge, that the Respondent threatened to discharge and unlawfully discharged 15 employees on May 13, 1996, because of their protected strike activity; and that the Respondent unlawfully suspended Efrain Ramos Tea on August 23, 1996, due to his exercise of Section 7 rights. They overruled *Kerrigan Iron Works, Inc.*, 108 NLRB 933 (1954), *affd. sub nom. Shopmen's Local 733 v. NLRB*, 219 F.2d 874 (6th Cir. 1955), *cert denied* 350 U.S. 835 (1955), and cases following it to the extent they are incompatible

with current case law. [\[HTML\]](#) [\[PDF\]](#)

The judge had relied on *Kerrigan* to find that the 15 workers were illegally threatened but not discharged. In *Kerrigan*, the Board agreed that the employer unlawfully threatened to terminate strikers who did not return to work by a certain date, but that the unlawful threat did not amount to an unlawful discharge of the strikers because after the stated date the employer reinstated strikers who wished to return to work. The majority wrote: "In essence, the *Kerrigan* line of precedent holds that an employer may lawfully threaten to discharge to bluff strikers back to work, or to cow them from striking in the first instance, as long as the employer later reinstates strikers if the ruse fails. In our view, these cases improperly allow an employer to use an admittedly unlawful threat to intimidate employees in the exercise of their right to strike. Such a result is clearly inimical to the exercise of Section 7 rights and therefore inconsistent with the purposes and policies of the Act."

Chairman Hurtgen, dissenting in part, agreed that the employees engaged in a strike on May 13, but he found the strikers did not have a right to remain on Respondent's property, that the Respondent did not unlawfully threaten to discharge them for striking, and that the threat was not tantamount to an unlawful discharge. "The threat was to discharge them if they continued their conduct of 'sitting in' on premises in order to force a group meeting with Respondent," Chairman Hurtgen said. "And, although they had a Section 7 right to seek a group meeting, Respondent had no obligation to comply with the request." He found his colleagues' inference--that Respondent took away the lawful alternative of protesting outside the plant by giving the employees the alternative of "going home"--was "quite a stretch." The Chairman added:

"Further, even assuming arguendo that Respondent threatened to discharge the employees for striking, and further assuming arguendo that the threat was unlawful under Section 8(a)(1), an unlawful threat is not the same as an unlawful discharge. Nearly 50 years of Board and court law support my view. My colleagues would overrule this body of law. I would not do so."

The Respondent, a sole proprietorship owned by John Kolkka and his wife, Stephanie Kolkka, is engaged in the design and production of metal furniture and saunas. This case involves a dispute between the Respondent and its production workers that arose in mid-May 1996 regarding "piece rates" paid to employees. As a result of the dispute, fifteen employees did not appear for work on May 13 and 14. The judge found that because of this absence, which was protected strike activity, the Respondent on May 15 unlawfully discharged 2 employees, unlawfully suspended a third, Efrain Ramos Tena, and issued warnings to the remaining 12. The judge also found that the Respondent committed numerous 8(a)(1) violations designed to induce and coerce the employees to vote against the Union and by, ordering employee Tena, after the Union won the election, to remove union stickers from his own toolbox. The Board adopted these findings in the absence of exceptions.

Agreeing with the General Counsel, the majority found that the 15 employees were not only unlawfully threatened by Stephanie Kolkka's statements on May 13, but were also unlawfully discharged. In so concluding, the majority held: "[T]he *Kerrigan* analysis suffers from a basic misconception: the belief that the meaning of the employer's unlawful threat of discharge of strikers can be further assessed when the employees attempt to return to work following the strike. However, the Board has consistently ruled over the last 20 years that discharged strikers have no obligation to request reinstatement." See *Naperville Ready Mix*, 329 NLRB 174, 185 (1999), *enfd.* 242 F.3d 744 (7th Cir. 2001), citing *Abilities & Goodwill*, 241 NLRB 27 (1979), *enf. denied on other grounds* 612 F.2d 6 (1st Cir. 1979).

The majority said: "Thus, if striking employees believe, as a result of the employer's threat of discharge, that they have been discharged, they would quite likely not request reinstatement. And if they in fact do not request reinstatement, there is no way to meaningfully evaluate, under the 'tactical discharge' analysis, the employer's subsequent failure to reinstate them." The majority decided that the "reasonable employee" analysis applied by the Board in *North American Dismantling*, 331 NLRB No. 163 (2000), which focuses on what employees would reasonably believe the employer meant by its words and conduct, "is more consistent with the Act's purpose of protecting Section 7 rights, and is therefore the proper approach." Accordingly, to the extent the *Kerrigan* "tactical discharge" line of cases still survives, the majority overruled them.

Even were it to apply the *Kerrigan* precedent, the majority said it would reach the same result in this case, noting that when the 15 strikers attempted to return to work on May 15, the Respondent formally discharged 2 of them, suspended another for 3 days, and issued disciplinary warnings to the remaining 12 before reinstating them. "This does not suggest that the May 13 discharge threats were a tactical measure. Rather, it indicates that the Respondent in fact considered the strikers terminated when they walked out."

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

Charges filed by Carpenters Local 2236 and the Bay Counties District Council of Carpenters; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at San Francisco for 18 days between April 1 and July 1, 1997. Adm. Law Judge James M. Kennedy issued his decision May 15, 1998.

* * *

UCSF Stanford Health Care (32-CA-16965, 17092; 335 NLRB No. 42) Palo Alto, CA Aug. 27, 2001. The Board affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by: (1) evicting nonunion handbillers from certain areas outside the Respondent's facility, relying solely on the judge's finding that the Respondent failed to make a threshold showing of any property interest entitling it to exclude individuals from those areas; (2) evicting Union organizer Harland from an outdoor bench within its leasehold, relying solely on the judge's conclusion that the eviction discriminated against Harland based on protected activity; and (3) promulgating, maintaining, and distributing an employee no-solicitation/no distribution rule that was overly broad on its face, because the Respondent did not demonstrate the rule was necessary to avoid disruption of health care operations or disturbance of patients with respect to areas which were not immediate patient care areas, relying on *Beth Israel Hospital, Inc. v. NLRB*, 442 U.S. 773 (1979); *NLRB v. Baptist Hospital, Inc.*, 437 U.S. 483 (1978); and *Brockton Hospital*, 333 NLRB No. 165 (2001). [\[HTML\]](#) [\[PDF\]](#)

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Service Employees Local 715; complaint alleged violation of Section 8(a)(1). Hearing at Oakland, Oct. 18-21, 1999. Adm. Law Judge Joan Wieder issued her decision Dec. 26, 2000.

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Carole Ann Paolicelli, Paul Paolicelli, and Carole Ann and Paul Paolicelli and West Dixie Enterprises, Inc., Alter Egos, and a Single Employer (12-CA-16716; 335 NLRB No. 70) Ft. Lauderdale, FL Aug. 27, 2001. The Board denied the General Counsel's request that the Respondent's answer to the compliance specification be stricken and summary judgment granted because the Respondent failed to serve a copy on the Union as required by Section 102.56(a) of the Board's Rules and Regulations, saying the "Board generally will not reject an improperly served document absent a showing of prejudice to a party." It said "Neither the General Counsel nor the Union has claimed, much less demonstrated, any prejudice. In fact, no claim has even been made that the Union has not received the document." [\[HTML\]](#) [\[PDF\]](#)

The Board granted the General Counsel's alternative motion to strike portions of Respondent's answer to the compliance specification and for partial summary judgment on paragraphs 1, 2, 3(a), 3(b), 4(a), 4(b), 5, 6, 7, 8, 10, 11, 13, 14, 17, 18, and 22, deeming these paragraphs admitted as true. It remanded for hearing paragraphs 9, 12, 15, and 16, relating to interim earnings and interim expenses; paragraphs 19, 20, and 21, relating to total net backpay (as may be affected by the preceding paragraphs); and paragraph 23, the summary paragraph. The paragraphs remain in issue pursuant to the Respondent's denials and are the only issues subject to further litigation.

In the prior proceeding, 325 NLRB 194 (1997), affirmed by the U.S. Court of Appeals for the Eleventh Circuit on July 20, 1999, the Board ordered that the Respondent make whole John Ranken, David Svetlick, and Roger Whetstone for any loss of earnings and other benefits they may have suffered as a result of the Respondent's unfair labor practices in violation of Section 8(a)(1) and (3) of the Act. On January 31, 2001, the Court of Appeals, in Case No. 98-5192, issued as mandate its judgment enforcing the Board's decision and order.

(Chairman Hurtgen and Members Liebman and Walsh participated.)

General Counsel filed motion to strike answer to compliance specification and for summary judgment; or in the alternative, motion to strike portions of answer to the compliance specification and for partial summary judgment Feb. 9, 2001.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Reigel Electric and Central Electric (Electrical Workers IBEW Local 577) Appleton, WI August 31, 2001. 30-CA-15265; JD-124-01, Judge Irwin H. Socoloff.

McClathcy Newspapers, Inc., d/b/a The Fresno Bee (Graphic Communications Local 404) Fresno, CA August 27, 2001. 32-CA-17791-1, 17986; JD(SF)-66-01, Judge Lana H. Parke.

Matanuska Electric Association, Inc. (Electrical Workers IBEW Local 1547) Palmer, AK August 29, 2001. 19-CA-26525; JD(SF)-67-01, Judge James L. Rose.

Meyers Transport of New York, Inc. (Teamsters Local 707) Brooklyn, NY September 5, 2001. 29-CA-23523; JD(NY)-46-01, Judge Steven Fish.

Zurn/N.E.P.C.O (Northern Michigan Building & Construction Trades Council) Cadillac, MI September 6, 2001. 7-CA-33443, et al.; JD-125-01, Judge Karl H. Buschmann.

Expert Electric, Inc. (Electric Workers IBEW Local 3) Queens, NY September 6, 2001. 29-CA-21967, 22399; JD(NY)-44-01, Judge Steven Davis.

C. Factotum, Inc. (Individuals) Detroit, MI September 7, 2001. 7-CA-42352(1)(E), 42352(2)(E); JD-126-01, Judge C. Richard Miserendino.

United Electrical Contractors Assn. a/k/a United Construction Contractors Assn. (Electrical Workers IBEW Local 3) Queens, NY September 7, 2001. 29-CA-18784, et al.; JD(NY)-43-01, Judge Steven Davis.