

**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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June 6, 2003

W-2898

**CASES SUMMARIZED**

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*Wild Oats Markets, Inc.* (34-CA-9243, 9278; 339 NLRB No. 15) Norwalk, CT May 29, 2003. The Board adopted the administrative law judge's recommendations and found that the Respondent violated Section 8(a)(1) of the Act by promising employees improved wages and benefits if they rejected union representation, harassing employees because of their support for the Union, interrogating employees regarding the union activities and sympathies of other employees, creating the impression among employees that their protected activities were under surveillance, and threatening employees with reduced hours or the sale and closure of the store. [\[HTML\]](#) [\[PDF\]](#)

The Board agreed with the judge's conclusion that the Respondent did not violate Section 8(a)(5) by failing to pay any profit-sharing bonuses after a majority of the employees had voted for the Union. Profit-sharing bonuses were paid when stores met specific numerical targets set out for each store in advance. The Board found that the record supported the Respondent's argument that it did not meet the nondiscriminatory criteria for payment of a profit-sharing bonus, and that the failure to pay the bonuses was consistent with its past practice and did not constitute an unlawful change in the terms and conditions of employment.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by Food & Commercial Workers Local 371; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Hartford, Feb. 14, 15, and 22, 2001. Adm. Law Judge Michael A. Marcionese issued his decision Nov. 20, 2001.

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*BCI Coca-Cola Bottling Co. of Los Angeles d/b/a Yuma Coca-Cola Bottling Co.* (28-RC-6066; 339 NLRB No. 14) Yuma, AZ May 23, 2003. Members Liebman and Walsh set aside the election held on May 15, 2002 and directed a second election. In so doing, they agreed with the hearing officer's recommendation to sustain the Petitioner's Objection 4, which alleged that the Employer threatened employees with the loss of 401(k) benefits if the Union won the election, but explained their rationale. Contrary to his colleagues, Chairman Battista found no merit in the Petitioner's Objection 4 and would overrule the objection and certify the results of the election. [\[HTML\]](#) [\[PDF\]](#)

The tally of ballots showed 10 for and 11 against the Petitioner (Industrial, Service, Transportation, Professional & Government Employees), with no challenged ballots. Before the petition was filed, Branch Manager Jon Pitts told employee Tom Cook that "with the Union, there is no 401(k)." During the organizing campaign the statement was widely disseminated among employees and triggered concerns which were voiced at management meetings.

Members Liebman and Walsh noted that "[o]nce the critical period began, the Employer made statements that employees reasonably could construe-in light of the original threat-as effectively reaffirming the original threat." They found that although in a letter to employees and at a mandatory meeting, the Employer stated its intent to bargain with the Union over the 401(k) benefits, these general statements about the bargaining process were insufficient to cure the earlier threat and reassure employees that selection of the Union would not result in the immediate loss of benefits.

Chairman Battista, dissenting, held that the Employer's conduct does not warrant setting aside the election. In his view, the

Employer's prepetition statement ("with the Union, there is no 401(k)") could be construed as a threat to take away benefits immediately upon unionization, or as a prediction that the union would not be able to obtain a 401(k) bargaining plan. He found that the statement, being outside the critical period, cannot form the basis for objectionable conduct. See *Ideal Electric & Mfg. Co.*, 134 NLRB 1275 (1961).

(Chairman Battista and Members Liebman and Walsh participated.)

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*Tri-State Health Service, Inc. d/b/a Eden Gardens Nursing Home* (15-CA-15903; 339 NLRB No. 12) Shreveport, LA May 27, 2003. The Board agreed with the administrative law judge that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to furnish Service Employees Local 100 with requested information and refusing to recognize and bargain with the Union; and that, for the reasons set forth in *Caterair International*, 322 NLRB 64 (1996), an affirmative bargaining order is warranted to remedy the Respondent's unlawful refusal to bargain with the Union. [\[HTML\]](#) [\[PDF\]](#)

Member Schaumber does not agree with the view expressed in *Caterair International* that an affirmative bargaining order is "the traditional, appropriate remedy for an 8(a)(5) violation." He believes the Board should revisit and reconsider its policy of imposing affirmative bargaining orders in all cases involving 8(a)(5) refusal-to-bargain violations. However, he agreed that a bargaining order is warranted on the facts of this case.

The Respondent admitted that it was a successor employer pursuant to *Burns Security Services*, 406 U.S. 272 (1972). The judge found that the Respondent withdrew recognition from the Union on February 29, 2000 and refused to recognize the Union beginning on about July 31, 2000. The Board found however that the Respondent refused to recognize and bargain with the Union as of August 2, 2000, the date the Union first delivered its bargaining demands to the Respondent, which were ignored. It pointed out that a successor employer's bargaining obligation attaches on the date it receives the bargaining demand and the evidence did not establish that the Union had previously demanded, or that the Respondent had previously granted, recognition to the Union as the bargaining representative.

The Board noted that while this case was pending, *Levitz Furniture Co. of the Pacific*, 333 NLRB 717 (2001) issued, overruling *Celanese Corp.*, 95 NLRB 664 (1951), and its progeny insofar as they permitted an employer to withdraw recognition from an incumbent union on the basis of a good-faith reasonable uncertainty of the union's continued majority status. In *Levitz*, the Board held that "an employer may unilaterally withdraw recognition from an incumbent union only where the union has actually lost the support of the majority of the bargaining unit employees." The Board also held that its analysis and conclusions would only be applied prospectively, and that all pending cases would be decided under existing law as explicated by the Supreme Court in *Allentown Mack Sales and Service v. NLRB*, 522 U.S. 359 (1998). In this matter, the Board said that the judge had correctly cited and applied the *Allentown Mack* standard. Member Schaumber did not participate in *Levitz* and expressed no view as to whether it was correctly decided.

(Members Liebman, Schaumber, and Walsh participated.)

Charge filed by Service Employees Local 100; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Shreveport on April 2, 2001. Adm. Law Judge Keltner W. Locke issued his decision May 4, 2001.

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*Pratt Towers, Inc.* (29-CA-23012, 23137; 339 NLRB No. 27) Brooklyn, NY May 30, 2003. The Board agreed with the administrative law judge that the Respondent violated Section 8(a)(5) of the Act by withdrawing recognition from Service Employees Local 32B-32J and violated Section 8(a)(1) by coercively interrogating temporary replacement employees about their desire for continued union representation. [\[HTML\]](#) [\[PDF\]](#)

The Respondent operates a cooperative apartment building in Brooklyn, NY. This case involves events occurring while the Respondent was operating the apartment building with five workers hired as temporary replacements for striking employees. The Respondent argued that a decertification petition signed by the replacement employees constituted actual evidence of the

Union's loss of majority status and that the judge erred in finding that it was tainted. It is undisputed that the five replacement employees were temporary and not permanent replacements.

The Board found that at the time the Respondent withdrew recognition from the Union, the unit would have included six former strikers but for the Respondent's intervening unlawful refusal to hire them unless they abandoned their support for the Union. The Union retained its majority status because the six former strikers had reinstatement rights to the positions for which they applied, which were their former jobs, the Board explained. It wrote:

If the Respondent had fulfilled this legal obligation, the concededly temporary replacement employees would no longer have been employed. As a result, when the Respondent thereafter withdrew recognition from the Union, the unit would have consisted of only the six former employees, whose support for the Union was unquestionable. They had, after all, refused the Respondent's unlawful offer to hire them only if they abandoned the Union. Under these circumstances, the Union would have continued to enjoy the support of all the unit employees, and there would have been no basis whatsoever for withdrawing recognition from the Union.

The Board observed, however, that even if the Respondent would have retained the five replacement employees upon the reinstatement of the six former employees, the Respondent still would not have been legally entitled to withdraw recognition from the Union, noting that the unit would have consisted of eleven employees—the six reinstated employees and the five replacement employees. The Board assumed *arguendo* that the five replacement employees' antiunion sentiments were untainted by the Respondent's conduct. The Union would still have enjoyed the support of the six former employees, a majority of the bargaining unit. Chairman Battista agreed only with this latter rationale. He noted that although the Respondent was under an obligation to reinstate the six discriminatees, it was under no obligation to discharge the five working employees. The Chairman assumed *arguendo* that the five would have been retained. The Union would nonetheless have had a majority among the eleven employees, he reasoned. Member Walsh found it unnecessary to rely on this alternative rationale, which assumes that the Respondent would have retained the temporary replacements after reinstating the six former strikers.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by Service Employees Local 32B-32J; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Brooklyn, April 10, 13, 14, 2000. Adm. Law Judge Jesse Kleiman issued his decision Jan. 25, 2001.

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*Catholic Healthcare West Southern California d/b/a Marian Medical Center* (31-RC-8045; 339 NLRB No. 23) Santa Maria, CA May 30, 2003. The Board overruled Employer Objections 21 and 22, Intervenor (SEIU Local 399) Objections 1, 2, 3, 4, 5, and 6, and the challenges to six ballots; sustained the challenges to 18 ballots; and directed the Regional Director to open and count the six ballots to which the challenges were overruled and to issue a revised tally of ballots and the appropriate certification. [\[HTML\]](#) [\[PDF\]](#)

The tally of ballots for the election held November 13 and 14, 2001 showed 172 for Petitioner Caregivers and Healthcare Employees Union (CHEU), 10 for the Intervenor, 150 against the participating labor organizations, with 36 challenged ballots.

The Board did not adopt the hearing officer's recommended disposition of Ruby Sagisi's challenged ballot and a related election objection concerning Sagisi's failure to place her ballot in a challenge envelope before depositing it in the ballot box; and his finding that maintenance engineer Florencio Montoya was an eligible voter and that the challenge to his ballot be overruled.

The Board found that only 10 of the 36 challenged ballots are valid and that the valid ballots cannot affect the results of the election when added to the revised tally of ballots, regardless of Sagisi's vote. Accordingly, it did not further address the status of Sagisi's ballot or the Employer's objection to its having been commingled with the other ballots. Turning to Montoya, the Board held that his assignment to work at the Employer's main facility was at all times a temporary assignment, the duration and end of which was tied to specific conditions and events and, thus, was sufficiently ascertainable to render him ineligible to vote in the election.

In the absence of exceptions, the Board adopted pro forma the hearing officer's recommended disposition of certain challenges and objections. It affirmed these recommendations by the hearing officer, finding no merit in the exceptions: (1) The recommendation to overrule the challenge to Lafaive's ballot based on her employment location. Chairman Battista concurred in the result but he expressed concern as to whether the standard set forth in *Davison-Paxon Co.*, 185 NLRB 21 (1970), should be applied to employees who are also employed by the same employer in nonbargaining unit positions or locations. (2) The recommendation to sustain challenges to the ballots of 11 transcriptionists, a classification not expressly addressed in the unit description, on the basis that the transcriptionists have a community of interest with the business office clerical employees, who are expressly excluded from the unit.

(Chairman Battista and Members Liebman and Acosta participated.)

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*Schrock Cabinet Co., a wholly owned subsidiary of Masterbrand Cabinets, Inc.* (25-CA-27296-1, 27378-1; 339 NLRB No. 29) Richmond, IN May 30, 2003. The Board affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by Supervisor Gary Gifford's threats to employees on December 4, 8 or 13, and 22, 2000; violated Section 8(a)(3) and (1) by the disciplinary action taken by Gifford against employee Denise Stephenson on January 3, 2001; and violated Section 8(a)(5) by failing to provide Steelworkers Local 5163 with certain information it requested regarding outside contracts for saw work, cleaning of restrooms and breakrooms, and painting of restrooms. [\[HTML\]](#) [\[PDF\]](#)

Member Acosta found it unnecessary to pass on the December 4 incident involving Supervisor Gifford and Union Representative Bill Throop because the finding of an additional threat violation would be cumulative and would not affect the remedy.

(Members Schaumber, Walsh, and Acosta participated.)

Charges filed by Steelworkers Local 5163; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Indianapolis, June 4-5, 2001. Adm. Law Judge Benjamin Schlesinger issued his decision Aug. 14, 2001.

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*Electrical Workers IBEW Local 134 (Pepper Construction Co.)* (13-CD-662-1, 663-1; 339 NLRB No. 22) Calumet City, IL May 30, 2003. The Board determined that the employees of Alarm Systems Network represented by Communications Workers District 4 instead of employees represented by Electrical Workers Local 134 are entitled to perform the installation of fire and burglar alarm systems at the jobsite located at 171 East West Road, Calumet City, Illinois. In making the award, the Board relied on the collective-bargaining agreements, employer preference, and economy and efficiency of operations. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Battista and Members Liebman and Walsh participated.)

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*Auto Workers Local 2333 (B.F. Goodrich Co.)* (8-CB-9023; 339 NLRB No. 20) Cleveland, OH May 30, 2003. Affirming the administrative law judge, the Board dismissed the complaint, which alleged that the Respondent Union violated Section 8(b)(1)(A) of the Act by failing and refusing to accept and process a grievance of David Smith because he refrained from engaging in union activities. The judge found that the Union conditionally accepted and investigated Smith's grievance; and he credited denials by union agents Joe Cantale, Ed Gohr, and Gregory Tokar that they made derogatory statements about Smith that indicated that the Union would not investigate or process Smith's grievance. [\[HTML\]](#) [\[PDF\]](#)

The General Counsel excepted to the judge's statement that "credibility, in my view, was not of much moment in my assessment of the merits of each party's claim" and that "this case does not rest on credibility." The Board concluded that the judge made credibility findings necessary for the resolution of the legal issue of whether the Union violated Section 8(b)(1)(A) by refusing to process Smith's grievance. Chairman Battista noted his inability to say that one set of witnesses preponderates

over the other. Thus, he found the General Counsel failed to establish, by a preponderance of the credible evidence, facts necessary to establish the violation. The Chairman did not reach the issue of whether a violation would have been shown if the General Counsel's witnesses had been believed and Respondent's witnesses disbelieved.

(Chairman Battista and Members Liebman and Acosta participated.)

Charge filed by David Smith, an individual; complaint alleged violation of Section 8(b)(1)(A). Hearing at Cleveland, Feb. 13-14, 2001. Adm. Law Judge Earl E. Shamwell Jr. issued his decision Aug. 28, 2001.

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*Food & Commercial Workers Local 342-50 (Pathmark Stores)* (29-CB-11732, 11732-2; 339 NLRB No. 26) Brooklyn, NY May 30, 2003. The Board affirmed the administrative law judge's finding that the Respondent Union violated Section 8(b)(1)(B) of the Act by declaring to the Employer on October 10 and 15, 2001, that the Union would not meet with the Employer's human resources director unless the meeting, including specifically "Step Two" grievance meetings, was tape-recorded. It reversed the judge's finding that the Union violated Section 8(b)(3) on November 5, 2001, by insisting on tape recording Employer-employee meetings held to explain a lawsuit the Employer had filed against the Union. [\[HTML\]](#) [\[PDF\]](#)

In reversing the judge, the Board concluded that the Union did not "refuse to bargain collectively" by insisting on tape-recording the meetings. It held that the November 5 meetings were held only to inform the employees of the Employer's lawsuit against the Union, not to bargain with the Union over the lawsuit.

(Members Liebman, Schaumber, and Acosta participated.)

Charges filed by Pathmark Stores, complaint alleged violation of Section 8(b)(1)(B) and 8(b)(3). Hearing at Brooklyn on May 15, 2002. Adm. Law Judge Howard Edelman issued his decision Nov. 1, 2002.

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*Kamtech, Inc.* (25-CA-25047-1, -2; 339 NLRB No. 18) Owensboro, KY May 30, 2003. The Board, in this supplemental decision, adopted the administrative law judge's recommended order and held that the Respondent violated Section 8(a)(1) and (3) of the Act by refusing to hire job applicants Mitch Dotson and Robert Young because of their union affiliation. The judge found that the Respondent, before becoming aware of Dotson's and Young's union membership, "had decided to hire them, provided that they passed the welding test." Based on specific credibility resolutions, he found that the Respondent pretextually applied the welding test to deny the applicants employment after learning about their union affiliation. He therefore reaffirmed his conclusions from the original decision that the Respondent violated Section 8(a)(3) by refusing to hire Dotson and Young. [\[HTML\]](#) [\[PDF\]](#)

In its initial decision reported at 333 NLRB 242 (2001), the Board remanded in part the findings of the judge that the Respondent unlawfully refused to hire Dotson and Young for further consideration in light of *FES*, 331 NLRB 9 (2000), *enfd.* 301 F.3d 83 (3d Cir. 2002).

(Members Liebman, Schaumber, and Acosta participated.)

Adm. Law Judge Karl H. Buschmann issued his supplemental decision Oct. 23, 2001.

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*Mail Handlers Local 307* (7-CB-13106(P); 339 NLRB No. 17) Allen Park, MI May 30, 2003. The Board, in agreement with the administrative law judge, dismissed the complaint allegations that the Respondent Union violated Section 8(b)(1)(A) of the Act by refusing to provide employee James Yax copies of witness statements in his grievance file. [\[HTML\]](#) [\[PDF\]](#)

Yax filed a grievance after he and employee Craig Coffman were placed in off-duty status following an altercation. The Union

took statements from employees regarding the altercation and, with Yax's consent, the Union and the Postal Service entered into a settlement allowing Yax to work without compensation for the time in off-duty status. When Yax learned that Coffman had been compensated for off-duty time, he told Union Representative John Barynas that he also wanted backpay and wanted to know what two specified witnesses had said in the statement that they had provided regarding the altercation. Barynas told Yax that the settlement of the grievance was final and explained that it was against union policy to release the statements.

The Board noted that when Yax requested the witness statements he indicated that he wanted backpay for the time he had been suspended. It found that Yax was seeking information only as to what the witnesses had said in their statements, as there had already been a final and binding settlement, with Yax's consent, and Yax could not receive backpay. The Board stated: "[A]lthough Yax had a legitimate *general* interest in obtaining the statements pertaining to a grievance he had filed, the *particular* interest, obtaining backpay, that Yax communicated to the Union was not legitimate. Further the Union had a countervailing confidentiality policy regarding witnesses' statements. In addition, the record indicates . . . that the Union had reason to believe that Yax could resort to physical confrontation if angry."

Member Liebman found no need to reach the question of whether the Union had a countervailing interest in refusing to provide Yax the statements because Yax failed to communicate a legitimate interest in the statements to the Union.

(Chairman Battista and Members Liebman and Acosta participated.)

Charge filed by James J. Yax, an Individual; complaint alleged violation of Section 8(b)(1)(A). Hearing at Detroit on June 20, 2002. Adm. Law Judge Arthur J. Amchan issued his decision Aug. 28, 2002.

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*B&G Building Maintenance, Inc.* (5-CA-29225; 339 NLRB No. 21) Silver Spring, MD May 30, 2003. The Board, in the absence of a timely response to an Order Transferring Proceeding to the Board and Notice to Show Cause, granted the General Counsel's motion to vacate decision (336 NLRB No. 17 (2001)) and motion for summary judgment. It found that the Respondent violated Section 8(a)(1) and (3) of the Act by discriminating in regard to the hire or tenure, or terms or conditions of employment of its employees, thereby discouraging membership in the Union, and by terminating and, prior to their return to work upon reinstatement, laying off nine employees. [\[HTML\]](#) [\[PDF\]](#)

In the prior decision, the Board granted the General Counsel's motion for summary judgment and held that the Respondent violated Section 8(a)(1) and (3) of the Act in various respects. In his instant motion filed on March 5, 2003, the General Counsel stated that the Respondent's agent was not served with a copy of the July 25, 2001 Order and Notice to Show Cause and in order to correct any prior problems with service, requested that the initial decision be vacated and a new decision issue. The certificate of service contained an incorrect address for the agent and as a result, the Order and Notice to be served on the Respondent was returned to the Board.

(Chairman Battista and Members Liebman and Walsh participated.)

General Counsel filed motion for summary judgment March 5, 2003.

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*Teamsters Locals 3, 28, 37 and 42 and including but not limited to its Affiliated Locals 81, 206, 670, 962, 690, 741, 222, 483, 533, 961, 631, 839, 986, and 983 (Lanier Brugh Corp.)* (27-CB-4092; 339 NLRB No. 24) Portland, OR May 30, 2003. The Board adopted the administrative law judge's finding that all of the Respondents violated Section 8(b)(1)(A) of the Act by refusing to represent Employer's Pocatello, Idaho drivers because they were not dues-paying union members even though all of the drivers had been jointly represented in a systemwide unit by various local unions and Joint Councils of Teamsters (Joint Representative), and by inducing the Western Conference of Teamsters Pension Trust to refuse to accept contributions on the Pocatello drivers' behalf by informing it that they were not covered by the parties' collective-bargaining agreement. The Board also found that the Respondents, except Local 983, violated Section 8(b)(3) by wrongly taking the position that the Pocatello drivers were no longer bargaining unit employees, and failing and refusing to bargain with the Employer over the terms and

conditions of employment of all of its unit employees. [\[HTML\]](#) [\[PDF\]](#)

Contrary to the judge, the Board held that because Local 983 timely withdrew from the Joint Representative with the consent of all parties, it had no statutory duty to bargain with the Employer during the relevant period of time and therefore, found no violation of Section 8(b)(3) with respect to it.

(Members Schaumber, Walsh, and Acosta participated.)

Charge filed by Lanier Brugh Corp.; complaint alleged violation of Section 8(b)(1)(A) and 8(b)(3). Hearing at Salt Lake City, UT on Nov. 28, 2000. Adm. Law Judge Gerald A. Wacknov issued his decision April 10, 2001.

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*Precision Floors, Inc. and its alter egos Millennium Floors, Inc.* (1-CA-40141; 339 NLRB No. 16) Winchester, MA May 30, 2003. The Board, finding that that all material factual allegations in the complaint are true, granted the General Counsel's motion for summary judgment and held that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to bargain collectively with Millennium Floorcraft and Floorcoverers Local 2168, a/w New England Regional Council of Carpenters, the limited exclusive representative. The Respondent, in its answer, admitted all of the factual allegations in the complaint and did not respond to the Board's notice to show cause why the General Counsel's motion should not be granted. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Battista and Members Schaumber and Walsh participated.)

Charge filed by Millennium Floorcraft and Floorcoverers Local 2168, a/w New England Regional Council of Carpenters; complaint alleged violation of Section 8(a)(1) and (5). General Counsel filed motion for summary judgment March 25, 2003.

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### LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

*Hanson Aggregates Pacific Southwest, Inc. d/b/a Hanson SJH Construction* (Laborers Local 89) San Diego, CA May 21, 2003. 21-CA-34950; JD(SF)-34-03, Judge Clifford H. Anderson.

*Covenant Care, Inc., d/b/a Emerald Gardens Nursing Center* (Healthcare Workers SEIU Local 250) Sacramento, CA May 22, 2003. 32-CA-19834-1, et al., 32-RC-5032; JD(SF)-35-03, Judge Jay R. Pollack.

*Pan American Grain Co., Inc.* (Congreso de Uniones Industriales de Puerto Rico) Guaynabo, PR May 23, 2003. 24-CA-8570, et al.; JD-59-03, Judge George Aleman.

*Seapac of Louisiana, Inc.* (PACE) Bastrop, LA May 27, 2003. 15-CA-16825, et al.; JD(ATL)-36-03, Judge Jane Vandeventer.

*Dillion Companies, Inc. d/b/a City Market Inc.* (Food & Commercial Workers Local 7) Buena Vista, CO May 23, 2003. 27-CA-17679, et al.; JD(SF)-33-03, Judge Thomas M. Patton.

*Sheet Metal Workers Locals 102 and 105* (an Individual) Los Angeles, CA May 27, 2003. 21-CB-13138; JD(SF)-37-03, Judge Lana H. Parke.

*Crompton Corp.* (Machinists District Lodge 83, Local Lodge 2430) Petrolia, PA May 28, 2003. 6-CA-33043; JD-60-03, Judge Benjamin Schlesinger.

*B & A Associates, LLC* (Service Employees Local 1) Chicago, IL May 28, 2003. 13-CA-40124-1, JD-61-03, Judge Joseph Gontram.

*Jerry Cardullo Ironworks, Inc.* (Iron Workers Local 455) Brooklyn, NY May 30, 2003. 29-CA-24655, et al.; JD(NY)-25-03, Judge Howard Edelman.

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**WITHDRAWAL OF ANSWER**

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

*Laimbeer Packaging Co., LLC* (PACE Locals 6-1001 and 6-0421) (7-CA-44736, 45174; 339 NLRB No. 28) Melvindale, MI May 30, 2003.

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**NO ANSWER TO COMPLIANCE SPECIFICATION**

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

*Top Notch Plumbing, Inc.* (an Individual) (7-CA-44446; 339 NLRB No. 19) Martin, MI May 30, 2003.

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**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 file an answer to the complaint.)*

*Pastelle Company, Inc. d/b/a St. Regis Hotel* (Hotel Employees & Restaurant Employees Local 24) (7-CA-45206; 339 NLRB No. 25) Detroit, MI May 30, 2003.