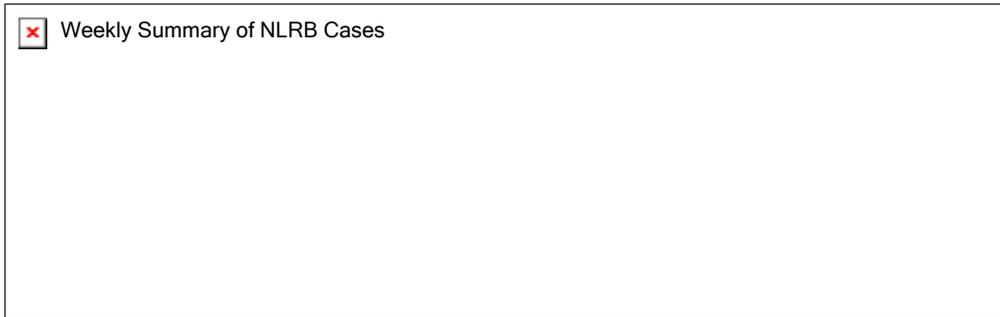


ABOUT THE WEEKLY SUMMARY

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



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July 25, 2003

W-2905

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Beverly California Corp. f/k/a Beverly Enterprises, et al. (32-CA-11950-1 (formerly 6-CA-22084-15); 339 NLRB No. 92)
Monterey, CA July 16, 2003. Members Liebman and Walsh affirmed the administrative law judge's recommendations and

ordered that the Respondent pay to Nelia Aldape the sum of \$64,403.51 for the period ending December 31, 2001, the date as set forth in the compliance specification. Chairman Battista, dissenting, would toll backpay as of when the Respondent learned of the State's finding of patient abuse by Aldape and its citation of the Respondent for that abuse. [\[HTML\]](#) [\[PDF\]](#)

In the underlying proceeding, 326 NLRB 153 (1998), the Board found that the Respondent violated Section 8(a)(3) and (1) of the Act by suspending certified nursing assistant Aldape for her union activities. The issue presented in this proceeding is the amount of backpay owed to her. The judge found that Aldape was entitled to backpay from her July 15, 1991 unlawful discharge until January 18, 2002. The latter date is 1 week after Aldape failed to respond to the Respondent's reinstatement offer. In exceptions, the Respondent argued that Aldape's backpay should be tolled about August 1, 1991 when the State cited the Respondent for alleged patient abuse by Aldape.

Members Liebman and Walsh said in agreeing with the judge that Aldape's backpay did not toll until January 18, 2002: "[J]ust as the Respondent failed in the underlying case to meet its burden of demonstrating that it would have suspended or discharged Aldape absent her union activity, it has failed here to meet its burden of showing that the State citation alone would have caused it to suspend and discharge Aldape." They noted, as did the judge, that the \$64,403.51 sum does not include any backpay and interest that may be due and owing for the period of January 1 through 18, 2002.

Chairman Battista noted that the record supports the Respondent's past history of discharging employees found guilty of patient abuse. In his view this case involves *an event* occurring after the discharge, the event being the State's finding of patient abuse by Aldape and the State's citation of the Respondent for that patient abuse. Chairman Battista wrote: "In my view, the Board should not lightly condemn the integrity of State proceedings. It should do so, if at all, only upon strong evidence of taint or flaw. In this instant case, there is no such evidence."

(Chairman Battista and Members Liebman and Walsh participated.)

Adm. Law Judge Clifford H. Anderson issued his supplemental decision July 31, 2002.

* * *

Champion International Corp. (3-CA-21954 and 21958; 339 NLRB No. 80) Deferiet, NY July 14, 2003. The Board agreed with the administrative law judge's findings that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to pay employees in the bargaining unit represented by PACE earned vacation pay in accordance with the collective-bargaining agreement between the Respondent and PACE, unilaterally implementing preconditions for receipt of any severance pay by the unit employees represented by PACE and Firemen & Oilers, and failing to satisfy its duty to bargain with those unions about the effects on unit employees of its decision to sell its paper mill in Deferiet. Chairman Battista and Member Schaumber reversed the judge's finding that the Respondent engaged in direct dealing concerning preconditions for obtaining severance pay with employees in the PACE and Firemen & Oilers units. [\[HTML\]](#) [\[PDF\]](#)

On May 11, 1999, the Respondent informed union officials that the Deferiet mill was being sold and that evening distributed to unit employees a letter informing them that "to be eligible for severance you must complete the application process" for employment with the purchaser of the Deferiet mill, which process included undergoing drug testing. The parties' respective collective-bargaining agreements did not entitle the Respondent to engage in across-the-board drug testing of unit employees.

Chairman Battista and Member Schaumber contended that the complaint does not allege that the May 11, 1999 letter was distributed to employees or that such distribution was a "direct dealing" Section 8(a)(5) allegation. They said that a unilateral change violation involves a change in terms and conditions of employment and does not depend on whether there was a communication to employees while a direct dealing violation involves dealing with employees (bypassing the Union) about a mandatory subject of bargaining. Chairman Battista and Member Schaumber reasoned that absent a separate allegation, the Respondent could reasonably believe that those facts were relevant to the unilateral change allegation. Accordingly, they concluded that the Respondent was not placed on notice of the direct dealing allegation.

Member Walsh, in his partial dissenting opinion, would adopt the judge's finding of a separate direct dealing violation. He stated that although the complaint did not separately allege a direct dealing violation, the judge's finding of such a violation is correct under established Board and court precedent. Although the Respondent argued that the direct dealing issue was not fully

litigated, Member Walsh wrote that the Respondent had a fair and full opportunity to offer a legitimate justification for its sending of the letter directly to employees without having first tendered the documents to the Unions. He said "finding unlawful direct dealing does not violate the Respondent's right to due process where, as here, it was at all times on notice of the acts which formed the basis of the additional unfair labor practice, and the matter was fully litigated."

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by PACE Locals 45 & 46 and Firemen & Oilers/SEIU Local 349; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Syracuse, June 7-8, 2000. Adm. Law Judge Eric M. Fine issued his decision Jan. 5, 2001.

* * *

Connecticut State Conference Board, Amalgamated Transit Union and Amalgamated Transit Locals 425, 443, and 281 (H.N.S. Management Co.) (34-CB-2506, et al.; 339 NLRB No. 89) New Haven, CT July 16, 2003. The Board affirmed the administrative law judge's conclusion that the Respondents violated Section 8(b) (3) of the Act by insisting that H.N.S. Management Co. (the Employer) agree to an interest arbitration clause as a condition of reaching a new agreement, and bargaining to impasse in support of that demand. [\[HTML\]](#) [\[PDF\]](#)

Members Liebman and Walsh modified paragraph 2(a) of the judge's recommended Order to include the customary affirmative bargaining language used to remedy an unlawful insistence to impasse on the inclusion of an interest arbitration clause in violation of Section 8(b)(3). Chairman Battista would not make the modification. He believes that the language of the judge's recommended Order, requiring the Respondents to notify the Employer that they are willing to sign the collective-bargaining agreement without the interest arbitration clause, "is narrowly tailored to the factual circumstances underlying the violation found and is sufficiently similar to the Board's customary remedial language."

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by H.N.S. Management Co.; complaint alleged violation of Section 8(b)(3). Hearing at Hartford on Sept. 12, 2002. Adm. Law Judge Joel P. Biblowitz issued his decision Dec. 3, 2002.

* * *

Cornell Forge Co. (13-RC-20777; 339 NLRB No. 85) Chicago, IL July 15, 2003. The Board found no merit to the Employer's exceptions to the hearing officer's disposition of its objections and certified the Boilermakers International as the exclusive collective-bargaining representative of the employees in the appropriate unit. The tally of ballots for the election held June 13, 2002, showed 50 votes for and 34 against, the Union, with 4 challenged ballots, an insufficient number to affect the results. [\[HTML\]](#) [\[PDF\]](#)

The Employer argued that prounion employees Alfredo Aviles and Augustin Zapata engaged in electioneering near the polling place and that Aviles made threatening statements related to the election. In overruling the objections, the hearing officer held that neither Aviles nor Zapata was an agent of the Union, and that, under the standards applicable to conduct by third parties, their actions did not justify setting the election aside. Members Liebman and Acosta agreed in both respects and discussed prior Board decisions concerning the burden of proving an agency relationship and their applicability to the facts of this case.

Member Schaumber agreed that the Employer did not prove by a preponderance of evidence that Aviles and Zapata were union agents but did not agree with some of the statements of law in the majority's decision. However, he does not subscribe to any implication that members of a union's in-plant organizing committee must be the union's "primary conduits for communication" or "primary employee contact[s]" before a finding of apparent authority is warranted. Since he agreed with the result the majority reached, he found it unnecessary to comment on their characterization of prior Board decisions and their applicability here.

The Board adopted without further discussion the hearing officer's recommendation to overrule the Employer's objection to the Union's dissemination of an inaccurate Dun & Bradstreet report. In the absence of exceptions, the Board adopted his finding that

Aviles and Zapata did not engage in objectionable surveillance near the polling place. In so doing, the Board noted that finding the two were not union agents precludes a conclusion that their conduct constituted objectionable surveillance by the Union.

(Members Liebman, Schaumber, and Acosta participated.)

* * *

D&F Industries, Inc. and Staffing Services of America, Inc. ("Olsten") (21- CA-32952, 32973; 339 NLRB No. 73) Orange and Anaheim, CA July 14, 2003. The Board affirmed the administrative law judge's findings that the Respondents violated Section 8(a)(1) of the Act by, among others, informing employees that Respondents would never deal with a third party and that the doors were open for them to work somewhere else if Food & Commercial Workers Local 324 was coming in; threatening employees with discharge and informing them that they would be replaced if they engaged in a strike against Respondent; soliciting grievances from employees and promising them benefits in order to induce them to cease supporting the Union; and violated Section 8(a)(1) and (3) by laying off employees Silvia Martinez and Jose Luis Rivera because of their support for the Union. [\[HTML\]](#) [\[PDF\]](#)

Contrary to the judge, the Board found that Maria Paz-Vasquez and Rosa Jaramillo were agents of D&F; that certain unlawful conduct by them is therefore attributable to D&F; and that the July 7, 1998 layoffs of employees Claudia Mayne, Abigail Reyes, Carolina Orozco, and Salud Soria, and the September 9 layoff of Maria Jaramillo violated Section 8(a)(1) and (3).

Respondent Olsten excepted to the judge's conclusion that it is liable for the unfair labor practices of D&F. Citing *Capitol EMI Music*, 311 NLRB 997 (1993), the Board agreed with the judge that Olsten, as a joint employer, is liable for the discriminatory layoffs by D&F. The judge, in support of his finding, noted that Olsten's on-site manager, Carmen Reyes, attended and participated in translating Chief Operating Officer Howard Simon's speech to employees in which he, in part, stated that D&F would never deal with a third party, threatened plant closure, and impliedly threatened discharge in retaliation for the employees' union activities. With this notice of D&F's antiunion animus, Olsten was liable for carrying out the subsequent discriminatory layoffs directed by D&F, the Board held. And, Olsten, as a joint employer, is liable for the coercive conduct of D&F in violation of Section 8(a)(1). See, e.g., *Windemuller Electric*, 306 NLRB 664, 666 (1992).

Chairman Battista, while agreeing that Simon unlawfully threatened employees that if they went on strike they would be replaced, relied on the context in which the remark was made, and specifically on Simon's threat in the same speech that employees could go on strike but they were all going to be dismissed. He does not rely on Simon's failure to provide a more complete explanation of the respective reinstatement rights of economic and unfair labor practice strikers.

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by Food & Commercial Workers Local 324; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Los Angeles, July 26-30 and Aug. 16 and 24, 1999. Adm. Law Judge Bernard Litvack issued his decision Aug. 9, 2000.

* * *

Dayton Newspapers, Inc. (9-CA-36894, et al.; 339 NLRB No. 79) Dayton, OH July 14, 2003. The Board found, in agreement with the administrative law judge, that the Respondent violated Section 8(a)(1) of the Act by making several statements in connection with a 1-day economic strike by its drivers; violated Section 8(a) (3) and (1) by laying off 13 drivers and withholding their bonuses and refusing to reinstate 9 of the locked-out drivers; and violated Section 8(a)(5) and (1) by dealing directly with the drivers. [\[HTML\]](#) [\[PDF\]](#)

At the time of the strike, the Respondent was in the process of gradually transferring its operations to a new plant, pursuant to a transition plan made before the strike and discussed with Teamsters Local 957. Several days after the strike, the Respondent laid off 13 drivers and locked out 18 others.

The Board, citing *Eads Transfer*, 304 NLRB 711 (1991), enfd. 989 F.2d (9th Cir. 1993), held that a fundamental principle underlying any lawful lockout is that the union may end the lockout, and return the employees to work, by agreeing to the

employer's demands. It noted that in the present case, the Respondent failed to give the Union a clear set of conditions for reinstatement and imposed the "operational changes" condition without fully explaining what the operational changes were. Even after the Union's December 23, 1999 assurances against further work stoppages, the Respondent continued to revise its demand on that issue, the Board added. It said the Respondent's conditions for reinstatement became a "moving target" and because the demands were unclear, the Union was unable to intelligently evaluate its position and was powerless to end the lockout and obtain reinstatement of the drivers.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by Teamsters Local 957; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Dayton, Aug. 7-9, 2000. Adm. Law Judge Benjamin Schlesinger issued his decision Nov. 14, 2000.

* * *

Dole Fresh Vegetables, Inc. (9-CA-38067-1, et al.; 339 NLRB No. 90) Springfield, OH July 17, 2003. The Board affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(5) of the Act by unilaterally reducing the wage rates of maintenance leads Larry Saunders and Robert Ford, and acting lead Floyd Mann, without affording the Union notice and an opportunity to bargain over such changes; Section 8(a)(4) and (1) by reducing the wage rates of Saunders and Ford because they gave testimony under the Act; and Section 8(a) (3) and (1) by reducing the wage rates of Saunders, Ford, and Mann because of their union activities and union support. [\[HTML\]](#) [\[PDF\]](#)

While finding no merit in the Respondent's contention, among others, that the judge erred in failing to find that all three individuals are supervisors within the meaning of Section 2(11) of the Act, the Board said there are three issues that warrant further discussion^{3/4}the Respondent's contention that: (1) the judge impermissibly relied on the Regional Director's Decision and Direction of Election in the earlier representation case as substantive evidence that the maintenance leads are not supervisors; (2) the judge did not properly consider the evidence presented at the hearing ostensibly showing that the maintenance leads are Section 2(11) supervisors; and (3) the General Counsel failed to meet his burden to prove that the Respondent's reduction of the maintenance leads' wage rates was motivated by animus toward the employees' protected activities.

In its discussion of the first issue, the Board held that the judge correctly recognized that the Respondent was entitled to relitigate the issue of the status of the maintenance leads, and properly considered all the record evidence, including the Regional Director's findings in the representation proceeding. With regard to the second issue, the Board found, after review of the record, that the Respondent failed to establish that the maintenance leads exercise supervisory authority over the employees in their department. The Board, on the third issue, found that the Respondent's position was essentially that it reduced the wage rates of the three maintenance leads in order to provoke the filing of an unfair labor practice charge and complaint. The Respondent claimed its objective was to obtain "comprehensive consideration" of the status of the maintenance leads and that it is only in the context of a Section 8(a)(1) or (3) complaint that it could do so.

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Operating Engineers Local 20; complaint alleged violation of Section 8(a)(1), (3), (4), and (5). Hearing at Springfield, March 28-29, 2001 and at Cincinnati on April 27, 2001. Adm. Law Judge Lawrence W. Cullen issued his decision June 19, 2001.

* * *

Elf Atochem North America, Inc. (4-CA-27569, 27657; 339 NLRB No. 93) Bristol, PA July 17, 2003. The administrative law judge found, and the Board agreed, that the Respondent violated Section 8(a)(5) of the Act by refusing to bargain with Steelworkers Local 88 and making unilateral changes in its employees' terms and conditions of employment. [\[HTML\]](#) [\[PDF\]](#)

The judge held, with Board approval, that the Respondent is a "perfectly clear" successor employer to the Rohm and Haas Co. (R&H) and AtoHaas Americas, Inc. (AtoHaas) that was obligated to bargain with the Union as of January 27, 1998, when it informed employees that it would provide employment to employees dedicated to the AtoHaas business, that their seniority

would be recognized, and that they would receive equivalent salaries and comparable benefits.

In any event, the Board found that the Respondent would have become a "perfectly clear" successor when it informed the Union in a March 17, 1998 letter that pending the negotiation of a new collective-bargaining agreement it intended to maintain the current terms and conditions of employment. *Marriott Management Services*, 318 NLRB 144 (1995).

Chairman Battista agreed that, as of the March 17, 1998 letter, the Respondent became a "perfectly clear" successor. He found it unnecessary to pass on whether the Respondent became a "perfectly clear" successor earlier, on January 27 as the difference in dates is inconsequential as the Respondent did not begin operations until June 1998 and did not hire unit employees until November 1998.

The Board found it unnecessary to pass on the judge's stock transfer findings, concluding that the remedy would not be materially different if it found that, in connection with a stock transfer, the Respondent was required to honor its predecessor's collective-bargaining agreement. The Board ordered the reinstatement of terms and conditions in effect under the R&H contract at the time of the Respondent's assumption of the AtoHaas operations until the Union voluntarily entered into a new collective-bargaining agreement with the Respondent setting forth the terms and conditions of employment.

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Steelworkers Local 88; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Philadelphia, April 4-5, 2000. Adm. Law Judge Eric M. Fine issued his decision Sept. 25, 2000.

* * *

Rick Gellert d/b/a Henry's Refrigeration, Heating & Air (13-CA-39304-1; 339 NLRB No. 83) Addison, IL July 14, 2003. The Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to comply with the terms of a settlement agreement requiring the Respondent to make employee Ben Boston whole by paying him \$3000 in three \$1000 payments, due on November 11 and December 13, 2001, and January 3, 2002. Although requested to do so by the General Counsel, the Respondent failed to remit any of the backpay payments. [\[HTML\]](#) [\[PDF\]](#)

The Board, having found that the Respondent violated Section 8(a)(1) of the Act by discharging Boston, ordered the Respondent to make him whole for any loss of earnings and other benefits by paying him the liquidated damages set forth in the noncompliance clause of the settlement agreement in the amount of \$3600.

(Chairman Battista and Members Liebman and Schaumber participated.)

General Counsel filed motion for summary judgment Feb. 12, 2002.

* * *

International Protective Services, Inc. (19-CA-26325, et al.; 339 NLRB No. 75) Torrance, CA July 15, 2003. The Board agreed with the administrative law judge that the Union's strike by security guards working at Federal buildings in Alaska was not protected by the Act, and affirmed (with one exception) his dismissal of all but one of the allegations that the Respondent violated Section 8(a)(1), (3), and (5) of the Act prior to and after the strike. In the reversal of the judge, Members Schaumber and Walsh found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide the Union with a requested copy of the Respondent's health and welfare and 401(k) plans applicable to unit employees and an accounting of all funds received and distributed for each unit employee. Chairman Battista would affirm the judge's dismissal of this allegation. No exceptions were filed to the judge's finding that the Respondent violated Section 8(a)(3) by delaying the rehire of employee Phillip Relich. [\[HTML\]](#) [\[PDF\]](#)

The judge found that the Respondent did not unlawfully fail to furnish the Union with the requested information, relying on the Respondent's belief that employees' 401(k) account information was confidential, that the account information was in the possession of the 401(k) plan administrator rather than the Respondent, and that the Union's delay in bargaining negotiations

foreclosed discussion of this issue.

Members Schaumber and Walsh noted that the judge did not specifically pass on the Union's request for a copy of the plans, regarding which the Respondent made no claim of confidentiality or claim that the information was not in its possession and accordingly, they found that the Respondent failed to present any valid defense. They concluded also that the Respondent was not privileged to ignore the request for account information because it was not in its direct possession and that it was not the Union's delay or other bargaining conduct that prevented resolution of the request, but rather the "Respondent who never replied to the Union's request, thereby foreclosing any avenue of discussion and accommodation."

Chairman Battista, dissenting on this issue, concluded that the plan information was furnished to the Union. He noted the credited testimony of Respondent's president, Sam Karawia that "during the course of bargaining he provided [Union director] White with copies of the plans." Chairman Battista found that "the record clearly shows that, following its request for account information, the Union commenced a course of unlawful bargaining which suspended the Respondent's duty to bargain, including the duty to provide information."

(Chairman Battista and Members Schaumber and Walsh participated.)

Charge filed by Government Security Officers Local 46; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Anchorage, Jan. 11-14 and Feb. 1-4, 2000. Adm. Law Judge Gerald A. Wacknov issued his decision Sept. 12, 2000.

* * *

The Kroger Co., d/b/a K.B. Specialty Foods Co. (25-CA-27730-1, et al.; 339 NLRB No. 88) Greensburg, IN July 16, 2003. The Board affirmed the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act by telling employees that they cannot discuss the Union on company time, telling employees that they are subject to termination if they discuss the Union on company time, creating the impression that employees' union activities are under surveillance, and threatening employees with plant closure and relocation if employees select the Union as their collective-bargaining representative. [\[HTML\]](#) [\[PDF\]](#)

(Chairman Battista and Members Liebman and Acosta participated.)

Charges filed by Food & Commercial Workers Local 700; complaint alleged violation of Section 8(a)(1). Hearing at Greensburg, June 17-21, 2002. Adm. Law Judge Margaret M. Kern issued her decision Sept. 30, 2002.

* * *

L.J. Logistics, Inc., a successor in interest to and/or alter ego of Preferred Unlimited, Inc. (13-CA-38854; 339 NLRB No. 84) Cierco, IL July 15, 2003. The Board granted the General Counsel's motion for summary based on the Respondent's failure to comply with the terms of a settlement agreement requiring the Respondent to make whole Christopher Charnot by paying him \$6500 in backpay (the outstanding balance is \$2700). It found the allegations of the reissued complaint are admitted as true and that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging Christopher Charnot and refusing to reinstate him; and violated Section 8(a)(1) by threatening employees with unspecified reprisals because they engaged in union and/or protected concerted activities. [\[HTML\]](#) [\[PDF\]](#)

The Board decided that the backpay due Charnot should not be limited to the outstanding amount since the settlement agreement provided that, in the event of noncompliance, the Board could issue an Order "providing a full remedy for the violations so found as is customary to remedy such violations, not limited to provisions of this Settlement Agreement." Accordingly, it entered the "customary" remedies of reinstatement, full backpay, expungement of the Respondents' personnel records, and notice posting.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Teamsters Local 710; complaint alleged violation of Section 8(a) (1) and (3). General Counsel filed motion for

summary judgment Feb. 25, 2002.

* * *

Teamsters Local 896 (Anheuser-Busch, Inc.) (20-CB-11628-1; 339 NLRB No. 91) Los Angeles, CA July 16, 2003. Agreeing with the administrative law judge, the Board held that the Respondent violated Section 8(b)(1)(A) of the Act by threatening bargaining unit members at the Employer's Fairfield, CA brewery with internal union discipline if they report a fellow union member to management at a time when the parties' collective-bargaining agreement makes it the employees' responsibility to report safety and other rule violations to their supervisors. [\[HTML\]](#) [\[PDF\]](#)

The parties' collective-bargaining agreement provides that employees "have the responsibility to report to their supervisor, or other appropriate company representative, any unsafe conditions, practices, or violations of the company's safety regulations." This case involves two notices from the Union's business representative that were posted on the Union's bulletin board at the brewery in September and October 2001, which stated in part:

HAVE A PROBLEM WITH A UNION BROTHER OR SISTER,
CONTACT YOUR SHOP STEWARD OR THIS OFFICE.

One notice contained this additional language: "Remember: Going to management about a fellow Union member could leave you open to internal charges." The second notice contained similar language: "Remember: follow this direction to avoid any possibility of internal union charges."

The Board found that the Union's notices violated the employees' Section 7 rights in at least two respects: 1) the threatened discipline reasonably tends to restrain or coerce members from exercising their Section 7 rights to complain concertedly to management about safety violations, including those committed by a fellow member; and 2) the threats of internal discipline reasonably would compel union members to act in contravention of a collectively bargained for agreement. The Board rejected the Union's arguments that the notices do not tell members to refrain from going to management and that the notices were posted well before the 6-month period of Section 10(b).

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Anheuser-Busch; complaint alleged violation of Section 8(b) (1) (A). Hearing at San Francisco on May 23, 2002. Adm. Law Judge Clifford H. Anderson issued his decision Aug. 13, 2002.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Point Blank Body Armor, Inc. (Needletrades Employees [UNITE]) Miami, FL July 10, 2003. 12-CA-22383, et al.; JD-70-03, Judge Ira Sandron.

United Creative Programs, Inc. (Needletrades Employees [UNITE]) White Plains, NY July 15, 2003. 2-CA-34420; JD(NY)-39-03, Judge Raymond P. Green.

First Student, Inc. (Service Employees Local 760) Hartford, CT July 15, 2003. 34-CA-10286; JD-58-03, Judge Margaret M. Kern.

Phalanx Furniture, Inc. (United Workers of America Local 621) Wantagh, NY July 15, 2003. 29-CA-25320, 25397, 29-RC-99944; JD(NY)-38-03, Judge Steven Fish.

Carroll & Carroll, Inc. (Operating Engineers Local 474) Savannah, GA July 15, 2003. 10-CA-34076; JD(ATL)-47-03, Judge Pargen Robertson.

TNT Logistics North America, Inc. (Individuals) East Liberty, OH July 16, 2003. 8-CA-33664-1, 33810-1; JD-75-03, Judge William G. Kocol.

Essex County Arc (Civil Service Employees, AFSCME, Local 1000) Essex County, NY July 17, 2003. 3-CA-23939; JD(NY)-40-03, Judge Joel P. Biblowitz.

CCL Plastic Packaging, Inc. (Glass & Pottery Workers International) Scranton, PA July 18, 2003. 4-CA-31577; JD-74-03, Judge Joseph Gontram.

* * *

NO ANSWER TO COMPLAINT

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

ACS Acquisition Corp. (IUE-CWA Local 348) (3-CA-23882; 339 NLRB No. 86) Angola, NY July 15, 2003.

Duncan Security Consultants, Inc. (Safety Officers Local 2160, Northern California Regional Council of Carpenters) Los Angeles, CA July 15, 2003.

T-3 Group, Ltd. (Painters Local 781) (30-CA-15871-1; 339 NLRB No. 94) Milwaukee, WI July 18, 2003.