ABOUT THE WEEKLY SUMMARY

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

Weekly Summary of NLRB Cases

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September 25, 1998 W-2653

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CORRECTION: In the last issue (W-2652) the fifth sentence of the summary of *Alcohol and Drug Dependency Services, Inc.*, 326 NLRB No. 58), appearing on page 11 should read: "The Region wrote the Employer that the list was due on a date that was the 8th day after approval of the election agreement."

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North American Plastics Corporation (13-RC-19824; 326 NLRB No. 70) Aurora, Ill. August 27, 1998. In an order denying review and appeal, the Board permitted the Regional Director to proceed with a mail ballot election. The majority of Members Fox and Liebman, with Chairman Gould concurring, disagreed with the contention by the Employer and dissenting Members Hurtgen and Brame that the Director abused her discretion by rejecting the Employer's proposed alternative of a mixed manual-mail ballot election. The dissent pointed out that the NLRB Manual expressly sanctions mixed elections. The majority, however, held: [HTML] [PDF]

"A mixed manual-mail election would result in additional complexity to the election process, and would require substantially more Board resources than either a manual election or a mail ballot election."

The Director initially had approved a stipulated agreement for a manual election. The Employer, however, subsequently laid off 40 unit employees, prompting the Union to file unfair labor practice charges and resulting in the Director withdrawing her approval of a manual election and instead directing a mail ballot election.

(Full Board participated.)

* * *

Alaska Pulp Corporation (19-CA-19242, et al.; 326 NLRB No. 59) Sitka, Alaska. August 27, 1998. In a supplemental decision and order, the Board rejected the Respondent's exception to the seniority-based method adopted the administrative law judge to reconstruct the order in which economic strikers would have been reinstated pursuant to a lawful reinstatement plan. The Respondent had contended that the judge's method is contrary to the Board's ruling in the underlying unfair labor practice proceedings that the Respondent's reinstatement of strikers in order of merit ranking was lawful. The majority stated: [HTML] [PDF]

"The Respondent's merit rankings were predicated on the assumption that strikers would be returning to entry level positions. Accordingly, the Respondent's merit rankings may not approximate those it would have developed if it were planning to reinstate strikers to their prestrike or substantially equivalent jobs according to merit. This uncertainty renders the use of the merit rankings unreliable. The Respondent having failed to resolve the uncertainty, we find that the General Counsel appropriately turned to departmental seniority to determine the order in which strikers would have been reinstated pursuant to a lawful plan."

While agreeing with the majority that the Respondent violated the Act by failing to reinstate strikers to available positions (i.e. by promoting other employees to those positions and then offering the strikers only the positions thereby vacated), Member Hurtgen said in a dissenting opinion that the Respondent had the right to choose its own lawful system--noting that both the seniority system and merit system were lawful. He also disagreed with the majority's adoption of the judge's blanket determination that strikers who resigned in order to obtain their pension funds did not effectively terminate their employment with the Respondent.

(Chairman Gould and Members Liebman and Hurtgen participated.)

Hearing at Sitka, Alaska and Seattle, Washington, on 18 hearing days in 1993 and 1994. Administrative Law Judge James M. Kennedy his issued supplemental decision on September 27, 1995.

* * *

Cowboy Scaffolding, Inc. (17-CA-19433; 326 NLRB No. 87) Burleson, Texas September 18, 1998. Upholding the administrative law judge's bench decision, the Board held that the Respondent violated Section 8(a)(5) and (1) of the Act by repudiating its 8(f) collective-bargaining agreement with the Union and by failing to make contractually required payments to pension and other employee benefit funds. In its exceptions, the Respondent admitted that it entered into a contract with the Union in January 1993, but contended that the contract was only for one job, a brief project at Lacygne, Kansas. The Board however, found no merit in that contention. [HTML] [PDF]

(Members Fox, and Liebman, and Hurtgen participated.)

Charge filed by Carpenters District Council of Kansas City and Vicinity; complaint alleged violation of Section 8(a)(5) and (1). Hearing at Overland Park, Kansas on March 20, 1998. Adminstrative Law Judge Steven M. Charno issued his bench decision on April 17, 1998.

* * *

The Bronx Health Plan (2-CA-26995; 326 NLRB No. 68) Bronx, N.Y. Aug. 27, 1998. Chairman Gould and Member Liebman held that the Respondent is a successor employer to Montefiore Hospital (Montefiore) and that it violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with 1199, National Health and Human Service Employees Union and by unilaterally setting different terms and conditions of employment for its employees. In so concluding, the majority wrote: "The facts herein show the Respondent, prior to July 1, 1993, operated as a health care services insurance plan. After July 1, 1993, the Respondent continued the same operations. The Respondent remained in the same location, using the same name and offering the same services, and hired the same employees and supervisors to perform the same duties, with no hiatus in its operations. When the Respondent began operations on July 1, 1993, the clerical employees it hired had all been bargaining unit employees at Montefiore." Member Hurtgen dissented. [HTML] [PDF]

The administrative law judge, relying on *Nova Services Co.*, 213 NLRB 95 (1974) and *Atlantic Technical Services Corp.*, 202 NLRB 169 (1973), found that the Respondent was not a successor because the group of union-represented employees hired by the Respondent is only a small fraction of all the bargaining unit employees covered by the collective-bargaining agreement between the Union and Montefiore. Citing *Mondovi Foods Corp.*, 235 NLRB 1080, 1082 (1978), Chairman Gould and Member Liebman held that "there was nothing in the transitional changes that reasonably 'would undermine a finding that the employees' desires concerning union representation have remained unchanged.' Assuming the validity of the cases relied on by the administrative law judge and our dissenting colleague, they are distinguishable in any event." Chairman Gould and Member Liebman agreed with the judge that the Respondent and Montefiore are not joint employers of the unit employees for the reasons set forth in his decision.

Contrary to the majority, Member Hurtgen agreed with the judge that the Respondent is not a Burns successor to Montefiore and, thus, is not required to recognize and bargain with the Union. Because Member Hurtgen agrees that the Respondent also is not a joint employer with Montefiore and that the Respondent is not bound to the terms of the union contract covering the hospital, he would dismiss the complaint.

(Chairman Gould and Members Liebman and Hurtgen participated.)

Charge filed by 1199, National Health and Human Service Employees Union; complaint alleged violation of Section 8(a)(1) and (5). Hearing at New York, Oct. 31 and Nov. 1-2, 1994. Adm. Law Judge Raymond P. Green issued his decision March 2, 1995.

* * *

Laidlaw Medical Transportation, Inc. d/b/a Medtrans and/or American Medical Reserve/AMR (31-RC-7473; 326 NLRB No. 79) Torrance, Calif. Aug. 27, 1998. Chairman Gould and Member Fox sustained the Intervenor's Objection l finding that the Employer did not substantially comply with the *Excelsior* rule, set aside the election held July 28 and 29, 1997, and directed that a second election be conducted. Member Hurtgen dissented. [HTML] [PDF]

The tally of ballots shows 53 for the Petitioner (Professional EMTs and Paramedics, Boilermakers), 141 for the Intervenor (EMTs and Paramedics, a division of NAGE, SEIU), and 277 for neither labor organization, with 27 challenged ballots, an insufficient number to affect the results. The hearing officer found that the Intervenor's mailings to 94 employees during the election campaign were returned to it due to incorrect addresses on the *Excelsior* list. By letter dated July 1, 1997, the Intervenor informed the Employer of its concern that the *Excelsior* list contained numerous incorrect addresses and requested an "updated mailing list." The Intervenor reiterated its concern and request in a July 8 telephone conversation with the Employer's counsel. The Employer did nothing further to correct the list.

Chairman Gould and Member Fox stated in finding that the Employer's disregard for the Intervenor's request is incompatible with the *Excelsior* requirements: "When presented with the Intervenor's report that numerous employees had failed to receive its mailings, the Employer was obligated to use its best efforts to furnish corrected addresses, especially in light of its policy that employees were required to report address changes. The fact that the Postal Service could have forwarded some of the Intervenor's mailings to the employees' correct addresses in no way minimizes this obligation, and the hearing officer's reliance on this fact to find that the Employer substantially complied with its *Excelsior* duty is erroneous." Chairman Gould believes that whether the Employer acted in good faith is not relevant to resolving an objection to an *Excelsior* list. Member Fox does not disagree that the Employer may well have been acting in good faith at the time it submitted the original list. She found the objectionable conduct was the Employer's response to the message that a substantial number of the addresses were inaccurate. The majority found it unnecessary to pass on the hearing officer's recommendation to overrule Intervenor's Objection 5.

Dissenting Member Hurtgen noted that there was no evidence that the inaccuracies in the *Excelsior* list were caused by gross negligence or bad faith on the Employer's part. He noted further that the inaccuracies were limited to employee addresses, not names; and that the return rate was only 4 percent. Member Hurtgen stated: "The Employer had furnished its last best list. Further, as a fail-safe measure, it used the 'please forward' legend on its envelopes; the Intervenor could have done the same. Finally, the Postal Service took care of the problem (except for 4 percent) by giving the Intervenor the new addresses. Intervenor then successfully used these new addresses." Member Hurtgen would adopt the hearing officer's finding regarding Objection 5, that the Employer's display of "Vote Neither" banners at the Southgate, Los Angeles/Jefferson, and Palmdale facilities did not constitute objectionable conduct.

(Chairman Gould and Members Fox and Hurtgen participated.)

* * *

Health Management, Inc. (26-CA-17505; 326 NLRB No. 67) Memphis, Tenn. Aug. 27, 1998. Chairman Gould and Member Liebman found, contrary to the administrative law judge, that the Respondent violated Section 8(a)(1) of the Act through District Manager Sherrill Stevens when she solicited grievances during a meeting with four working supervisors. There were no exceptions to the judge's finding that these individuals were statutory employees, not supervisors within the meaning of Section 2(11) of the Act. The judge found that Stevens, in her meeting with the shift supervisors 2 months after she begun work as the Respondent's senior executive, voiced a permissible inquiry "as to the problems leading to the Union campaign and employee dissatisfaction with management" as a new manager. The majority disagreed, finding that "Steven's relatively recent arrival at the Respondent's facility does not rebut the inference of a promise to remedy those grievances as an alternative to union representation." [HTML] [PDF]

Member Hurtgen, dissenting in part, agreed with the judge that Stevens' comments did not constitute an unlawful solicitation of employee grievances. He stated: "In sum, this was an effort of a new district manager to find out what was going on at the plant and what had led to the Union's campaign. It was neither intended nor reasonably seen as an effort to purchase antiunion allegiance by promising benefits in return for a rejection of the Union."

(Chairman Gould and Members Liebman and Hurtgen participated.)

Charge filed by General Drivers, Salesmen & Warehousemen's Local 984; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Memphis, May 7-8, 1997. Adm. Law Judge Lawrence W. Cullen issued his decision Aug. 22, 1997.

* * *

New Brunswick General Sheet Metal Works (22-CA-19959, 20215; 326 NLRB No. 77) Highland Park, N.Y. Aug. 27, 1998. A majority of the panel (Chairman Gould and Member Fox) found that the Respondent recognized Sheet Metal Workers Local 27 as the exclusive representative of unit employees under Section 9(a) of the Act, that the Respondent unlawfully withdrew recognition of the Union's 9(a) status in violation of Section 8(a)(5), that an employee strike which began on June 20, 1994 was an unfair practice strike, and that the Respondent unlawfully refused to reinstate the strikers immediately upon their unconditional offer to return to work. [HTML] [PDF]

In separate opinions, a majority of the panel (Chairman Gould and Member Hurtgen) agreed with the judge that the Respondent did not violate Section 8(a)(5) by unilateral changes or by direct dealing with unit employees. Member Hurtgen would dismiss the complaint in its entirety.

Member Fox, dissenting in part, found that the Respondent breached its bargaining obligation by meeting directly with unit employees and by unilaterally implementing changes in unit employees' wages and benefits in violation of Section 8(a)(5) and that these actions also render invalid the Respondent's offers of reinstatement to former strikers.

(Chairman Gould and Members Fox and Hurtgen participated.)

Charges filed by Sheet Metal Workers Local 27; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Newark, June 7-8, 1995. Adm. Law Judge D. Barry Morris issued his decision Sept. 28, 1995.

* * *

Mountaineer Steel, Inc. (9-CA-34103-1, 34103-2; 326 NLRB No. 66) Accoville, W. Va. Aug. 27, 1998. Chairman Gould and Member Liebman agreed with the administrative law judge that the Respondent created the impression of surveillance when Foreman Grover Chambers accused employee Ronnie Williams of being a "union radical." Citing United Charter Service, 306 NLRB 150 (1992), Chairman Gould and Member Liebman agreed with the judge that Chamber's direct, personal reference to Williams' union sympathies would reasonably lead Williams to believe that his protected activities were under surveillance. They found, as did the judge, that the impression-of-surveillance issue "was sufficiently raised by the pleadings and fully litigated at the hearing," and the Respondent does not contend otherwise. [HTML] [PDF]

Member Brame, dissenting, noted that the General Counsel did not allege that the comment constituted an impression of surveillance, but only that the statement was an "accusation." Further, he does not find that the facts would lead employees reasonably to infer that the Respondent was covertly observing their protected activities.

(Chairman Gould and Members Liebman and Brame participated.)

Charges filed by Mine Workers Local 1582; complaint alleged violation of Section 8(a)(1). Hearing at Charleston, May 19-21, 1997. Adm. Law Judge Margaret M. Kern issued her decision Nov. 12, 1997.

* * *

Wire Products Manufacturing Corp. and R.T. Blankenship & Associates and Rayford T. Blankenship (30-CA-12645, et al.; 326 NLRB No. 62) Merrill, Wis. Aug. 27, 1998. Chairman Gould and Member Fox found that the unfair labor practices committed by Wire Products Manufacturing Corporation (the Employer) tainted the decertification petition on which the Respondents relied in withdrawing recognition from Machinists District 200, and that a broad cease-and-desist order is warranted against Respondents R.T. Blankenship & Associates and Rayford T. Blankenship (Blankenship) "given the seriousness of the violations and Blankenship's demonstrated proclivity to violate the Act." Member Hurtgen concurred and dissented in part. [HTML] [PDF]

The Employer's misconduct included sending unit employees a letter encouraging them to decertify the Union; promulgating, maintaining, and enforcing overly broad rules restricting the posting and distribution of union literature and the conduct of union business on its premises; failing to recall one employee, disciplining two others, and discriminatorily excluding employees on the Union's bargaining committee from an employee meeting; and unilaterally changing wages and other terms

and conditions of employment. The Employer and Blankenship unlawfully informed employees that a wage increase would be delayed because the Union had filed charges against the Respondents, falsely informed employees that the Union had lost its majority status and would no longer represent them, coercively interrogating employees, withdrawing recognition from the Union, and refusing to meet and negotiate.

Member Hurtgen, concurring and dissenting in part, agreed that the Employer's July 18, 1994 letter to its employees was unlawful in one particular. He found that the Employer lawfully informed the employees of the existence of the petition, expressed its antiunion views, and imparted information on how the employees could rid themselves of the Union. "At this same time, the Employer was maintaining and enforcing a rule (found unlawful in this case) which prohibited, among other things, distribution of 'union literature,' and 'conducting union business during working hours and/or on Company premises,'" Member Hurtgen wrote, in finding this portion of the letter to be unlawful. He agreed that there is a causal nexus between several of the Employer's unfair labor practices and the employees' disaffection from the Union, and that the decertification petition was tainted. Member Hurtgen would not find a causal nexus between the discriminatory refusal to recall Edwards from layoff and the petition.

(Chairman Gould and Members Fox and Hurtgen participated.)

Charges filed by Machinists District 200; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Merrill, July 17-21, 1995. Adm. Law Judge Richard A. Scully issued his decision Feb. 2, 1996.

* * *

Alwin Manufacuring Co., Inc. (30-CA-12556, et al.; 326 NLRB No. 63) Green Bay, Wis. Aug. 27, 1998. Chairman Gould and Member Liebman, finding that the administrative law judge's remedies are "well tailored to fit the nature and the extent of the violations committed by the Respondent," ordered the Respondent to reimburse the Steelworkers for the costs and expenses it incurred in the preparation and conduct of the collective-bargaining negotiations and in connection with an unfair labor practice strike; and to reimburse the Union and the General Counsel for all litigation costs, including attorneys' fees. Member Brame, dissenting in part, disagreed with the "extraordinary" remedies granted by his colleagues. [HTML] [PDF]

In *Alwin Mfg. Co.*, 314 NLRB 564 (1994), enfd. 78 F.3d 1159 (7th Cir. 1996) (*Alwin I*), the Board and the court of appeals found that the Respondent violated Section 8(a)(5) and (1) of the Act by making unilateral changes in minimum production requirements and vacation policy. Chairman Gould and Member Liebman wrote in affirming the judge's remedies here:

> During the time period covered by the present proceeding, the Respondent still has not complied with the remedial obligations imposed by *Alwin I*. Rather, as the judge observed, 'the Respondent, without hiatus has continued to enforce its unlawfully implemented vacation policy and minimum production standards, has continued to discipline employees for not meeting those standards and has inflexibly insisted on including these terms in the next collective-bargaining agreement.'
>
> Indeed, the judge specifically found that the Respondent's insistence on maintaining the unlawfully implemented employment terms resulted in friction and disagreement at the bargaining table and ultimately was responsible, in material part, for the breakdown in negotiations. Notwithstanding the absence of a valid impasse, the Respondent unilaterally implemented its final contract proposal embodying and continuing the illegally implemented terms. In addition, during the strike caused and prolonged by its own unlawful conduct, the Respondent continued to undermine the bargaining process by, *inter alia*, bypassing the Union and dealing directly with unit employees, threatening the unfair labor practice strikers with discharge and permanent replacement, and refusing to reinstate them, on their unconditional offer to return to work. . . .
>
> In sum, the Respondent demonstrated bad faith in its actions giving rise to the instant litigation by its failure to remedy the unfair labor practices of *Alwin I* and by its insistence on maintaining the terms it unlawfully instituted. The Respondent has also demonstrated bad faith in the conduct of the instant litigation by forcing the General Counsel and the Union to prepare and try a matter that concerns, in large part, conduct that was adjudicated in *Alwin I*. Accordingly, we conclude that, under the bad-faith exception to the American Rule, the judge was

warranted in ordering the Respondent to reimburse the Union and the General Counsel for their litigation costs, including attorneys' fees.

Member Brame, dissenting in part, would not find that the Respondent violated Section 8(a)(3) by its conduct toward Anderson and Tilly. Contrary to his colleagues, he would not require the Respondent to reimburse the union for costs incurred in the strike and the reimbursement of litigation costs. Member Brame does not believe that the Respondent's conduct in bargaining prior to the issuance of the Board's decision in *Alwin I* constituted "unusually aggravated misconduct." *Frontier Hotel*, 318 NLRB 857, 859 (1995), enfd. In part and enf. denied in part sub nom . *Unbelievable, Inc. v. NLRB*, 118 F.3d 795 (D.C. Cir. 1997). Member Brame would however award negotiation costs to the Union for the August 26, 1994 negotiation session because at that point the Board's *Alwin I* decision had issued and the Respondent failed to materially modify its bargaining position.

(Chairman Gould and Members Liebman and Brame participated.)

Charge filed by the Steelworkers; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Green Bay for 14 days between May 1 and July 12, 1995. Adm. Law Judge Robert M. Schwarzbart issued his decision Sept. 25, 1996.

* * *

Range Systems Engineering Support (12-RC-8172; 326 NLRB No. 85) West Palm Beach, Fla. Sept. 16, 1998. The Board denied the Union's request for review of the Regional Director's decision and order dismissing the petition as it raised no substantial issues warranting review. The Employer is engaged in operating a military weapons testing facility in Andros Island, the Bahamas, pursuant to a contract with the U.S. Navy. Laborers Local 767, the petitioning union, sought to represent a group of the Employer's employees who are assigned to work on Andros Island. The issues on review were whether the Regional Director erred in finding that the Board does not have jurisdiction over the Employer's military weapons testing operations in the Bahamas; and whether the Regional Director erred in granting the Employer's motion to strike the Union's posthearing submission of documents. [HTML] [PDF]

(Members Fox, Hurtgen, and Brame participated.)

* * *

Central Illinois Public Service Company (33-CA-10238, et al.; 326 NLRB No. 80) Springfield, Ill. August 27, 1998. The Board, reversing the administrative law judge, held that the Respondent did not violate Section 8(a)(3) and (1) by locking out its union-represented employees in response to "inside game" tactics implemented by the Unions to pressure the Respondent to reach agreement on terms for successor collective-bargaining contracts. Chairman Gould and Member Hurtgen signed the majority opinion. Member Liebman dissented with respect to that holding. [HTML] [PDF]

The majority summarized its position as follows:

"In sum, we find that under the test set forth in *Great Dane*, that the lockout here was not 'inherently destructive' of employee rights and there were 'legitimate and substantial' business interests justifying whatever comparatively slight impact the lockout may have had on employee rights. Because we have further found no specific evidence that the Respondent acted on the basis of an antiunion motive, we conclude that the lockout did not violate Section 8(a)(1) and (3) of the Act. Accordingly, we shall dismiss this aspect of the complaint.

We agree with the judge that the Respondent violated Section 8(a)(3) and (1) by terminating unit employees' health insurance coverage on May 21-22, and by failing to pay disabled employees supplemental workers' compensation benefits during the lockout. We do not, however, adopt the judge's rationale for finding these violations."

In further explaining its rationale, the majority stated:

"[T]he Unions' inside game was inextricably intertwined with the Unions' bargaining position. Thus, the lockout was not

because of 'hostility' toward the inside game or toward union membership or activities. Rather, the lockout was related to the inside game which was resorted to by the Unions in support of their bargaining position and in opposition to the Respondent's bargaining position."

Member Liebman would agree with the judge that, under the *Great Dane* analysis, the lockout was motivated by antiunion considerations in violation of Section 8(a)(3) of the Act, and was not justified by legitimate and substantial business objectives.

(Chairman Gould and Members Liebman and Hurtgen participated.)

Charges filed by Electrical Workers IBEW Local 702 and Operating Engineers Local 148; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Peoria and Springfield on various days from October 24, 1994- April 25, 1995. Adm. Law Judge Marvin Roth issued his decision May 20, 1996.

* * *

The Tiberti Fence Company (28-RC-5628; 326 NLRB No. 56) Las Vegas, Nev. August 28, 1998. Denying the Employer's request for view of the Regional Director's decision and direction of election, the Board found that the role played by the foremen in recommending wage increases for their helpers is not carried out "in the interest of the employer." The majority opinion by Members Fox and Liebman stated: [HTML] [PDF]

"What is critical is that the requests for wage increases are independently reviewed and based on higher management's own assessment of whether the recommended wage increase is appropriate, and that recommended wage increases can be and have been denied."

In dissent, Member Hurtgen would grant review because he thought "the foremen may well be supervisors," noting that they can and do make recommendations on helper wage increases and that the Employer plays a decisive role in granting such increases.

(Members Fox, Liebman, and Hurtgen participated.)

* * *

CBS Corporation f/k/a Westinghouse, et al. (6-CA-27184, 6-CA-27261; 326 NLRB No. 73) Pittsburgh, Pa. August 27, 1998. Agreeing with administrative law judge, the Board found that the Respondents' subcontracting actions violated Section 8(a)(5) of the Act because the two relevant collective-bargaining agreements preclude subcontracting during their terms without union approval. In support of that position, the judge relied on a zipper clause in each of these contracts which, he found, privileged the Union's refusal to discuss subcontracting during the terms of the agreements. [HTML] [PDF]

The Respondents had contended that the zipper clauses do not privilege the Union's refusals to negotiate. The majority stated:

"Although the zipper-clause language here at issue may be standard for the Respondents' contracts, it is not the kind of zipper clause that was at issue in the cases relied on by the Respondents. In this regard, we note particularly that the clauses in this case operate with respect to matters that were 'discussed' during the negotiation of the contracts, and in none of these other cases did a contract clause serve to 'zip up' bargaining over 'discussed' matters."

In a concurring opinion Chairman Gould said he found fault "with the Board's application of the clear and unmistakable waiver standard in recent years," citing *Michigan Bell Telephone* and *Mead Corp.*

(Chairman Gould and Members Fox and Hurtgen participated.)

Charges filed by Plant Guard Workers Local 502; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Pittsburgh, April 23-24, 1996. Adm. Law Judge Wallace H. Nations issued his decision Aug. 12, 1996.

* * *

LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Pioneer Concrete of Arkansas, Inc. (Teamster Local 878 and Operating Engineers Local 382) Little Rock, AR. September 17, 1998. 26-CA-18607 and 26-CA-18610; JD(ATL)-67-98, Judge Pargen Robertson.

General Fabrications Corp. (Sheet Metal Workers Local 33) Port Clinton, OH. September 17, 1998. 8-CA-29443, et al; JD (ATL)-70-98, Judge George Carson II.

Jet Star, Inc. (an Individual) Chicago, IL. September 16, 1998. 13-CA-35087; JD-149-98, Judge Robert A. Giannasi.

Reliance Fire Protection, Inc. (Plumbers Local 669) Baltimore, MD. September 15, 1998. 5-CA-27076; JD-150-98, Judge Irwin H. Socoloff.

Pittston Coal Group, Inc. (Mine Workers District 28) Lebanon, VA. September 14, 1998. 11-CA-17702; JD(ATL)-68-98, Judge William N. Cates.

Geho Electrical Contractor (Electrical Workers IBEW Local 673) Geneva, OH. September 17, 1998. 8-CA-27674, et al.; JD-135-98, Judge Nancy M. Sherman.

Fleming Companies, Inc., Memphis General Merchandise Division (Teamsters Local 667) Memphis, TN. September 18, 1998. 26-CA-17899, et al.; JD(ATL)-71-98, Judge Richard J. Linton.

Country Manor Rehabilitation and Nursing Center (Service Employees Local 285) Newburryport, MA. September 18, 1998. 1-CA-34757 and 1-CA-35025; JD(NY)-74-98, Judge Raymond P. Green.

National Association of Letter Carriers Local 3825 (United States Postal Service) (an Individual) Potomac, MD September 18, 1998. 5-CB-8347(P); JD-152-98, Judge Earl E. Shamwell, Jr.

* * *

TEST OF CERTIFICATION

(In the following case, the Board granted the General Counsel's motion for summary judgment on the grounds that the respondent has not raised any representation issues that are litigable in these unfair labor practice proceedings. The cases did not present any other issues.)

DCM Mfg. Inc. (UNITE) Union of Needletrades, Industrial & Textile Employees) (8-CA- 30002; 326 NLRB No. 83) September 11, 1998.

* * *

NO ANSWER TO COMPLAINT

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

Dandy Mining, Inc. (9-CA-36076; 326 NLRB No. 84) Starit, W. VA. September 17, 1998.

* * *

DECISIONS AND DIRECTIONS OF ELECTIONS

(Regional Directors have issued decisions and directions of elections in the following representation cases. In some, request for review may be filed with the Board. This list is not all inclusive.)

Gabriel Security Corporation, Inc. (36-RC-5876) Portland, Oregon September 1, 1998. All security officers shall vote for United Government Security Officers Local 38, or for no representation.

The Aerospace Corporation (31-RC-7654). El Segundo, California September 1, 1998. All electricians, maintenance mechanics, auto mechanics, painters, plumbers, carpenters, dispatchers, drivers, driver/movers, heating, ventilation and air conditioning technicians, maintenance coordinators, maintenance coordinators-landscape and maintenance craft specialists shall vote for Autoworkers (UAW); or for no representation.