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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CASES SUMMARIZED

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Mining Specialists, Inc. and its alter ego or successor Point Mining (9-CA-30680; 335 NLRB No. 101) Belle, WV Sept. 24, 2001. The Board determined that the grand total amount due the discriminatees for backpay, medical expenses, and fund contributions to be $441,875.67. It also remanded to the Regional Director that part of this proceeding pertaining to Afton Willis for the purpose of recalculating the amounts owed him. [HTML] [PDF]

The issues in the instant proceeding, as framed by the Respondent's exceptions to the administrative law judge's supplemental decision were: (1) whether Afton Willis has entirely forfeited his right to backpay by failing to look for substantially equivalent interim employment; (2) whether the Respondents are relieved of their backpay obligation to Chester Murphy on the asserted grounds that it would have been futile for them to offer him recall from layoff because he was incarcerated at the time that job openings in his classification first became available; and (3) whether the Respondents are required under the terms of the remedial order in the unfair labor practice case to make the employees whole for unpaid production bonuses that were unilaterally discontinued by the Respondents. With regard to the preceding issues, the Board, in agreement with the judge, found: that Willis has not entirely forfeited his right to backpay; that the Respondents have not established it would have been futile to offer Murphy recall from layoff under the circumstances; and that the Respondents are required to make the employees whole for those unpaid bonuses.

In an initial supplemental decision, 330 NLRB No. 17 (1999), the Board granted the General Counsel's motion for partial summary judgment as to certain allegations, and found that the Respondents violated Section 8(a)(5) and (1) of the Act by abrogating their collective-bargaining agreement with the Union and by failing and refusing to bargain with the Union about the employees' terms and conditions of employment. It remanded for hearing factual issues raised properly by the Respondents' answer to the compliance specification.

(Members Liebman, Truesdale, and Walsh participated.)

Hearing at Charleston on May 2, 2000. Adm. Law Judge John H. West issued his supplemental decision Feb. 9, 2001.

* * *

Transit Union Local 1433 (Phoenix Transit System) (28-CB-5097; 335 NLRB No. 100) Phoenix, AZ Sept. 24, 2001. The Board adopted the recommended Order of the administrative law judge and dismissed the complaint which alleged that the Respondent violated Section 8(b)(1)(A) and 8(b)(2) of the Act by supplying information to Phoenix Transit System (PTS) which resulted in PTS's discharge of employee Samuel Williams, and by urging PTS to intensify its efforts to locate information that would have an adverse effect on Williams' employment status because Williams did not support incumbent officials of Respondent and engaged in dissident internal union activities and/or for other arbitrary or discriminatory reasons-reasons other than Williams' failure to render uniformly required initiations fees and periodic dues. [HTML] [PDF]

In adopting the judge's conclusion that the complaint is barred by Section 10(b) of the Act, the Board relied on the finding that, no later than September 11, 1998, Williams was on notice of facts that reasonably engendered suspicion that an unfair labor practice had occurred, i.e., that the Respondent was the party who supplied PTS with the information about his criminal history which directly resulted in his discharge. The original and first amended unfair labor practice charges were filed by Samuel Williams on March 17 and March 30, 1999, respectively.

(Chairman Hurtgen and Members Truesdale and Walsh participated.)

Charge filed by Samuel Williams, an individual; complaint alleged violation of Section 8(b)(1)(A) and 8(b)(2). Hearing at

Phoenix on July 11-13, 2000. Adm. Law Judge Burton Litvak issued his decision June 22, 2001.

* * *

Ark Las Vegas Restaurant Corp. (28-CA-14228, et al.; 335 NLRB No. 97) Las Vegas, NV Sept. 25, 2001. The Board agreed with the administrative law judge that the Respondent violated Section 8(a)(1) and (3) of the Act by, among others, applying, rescinding, and sub nom returning of an antibutton rule, and levying a variety of discharges, suspensions, and warnings upon union activists. However, contrary to the judge, the Board dismissed the complaint allegations that the written warning given to employee Ron Isomura was motivated by union animus and that manager Christine Flores' statement to employee Yvonne Spears was an unlawful threat. Noting the judge's failure to order the Respondent to rescind certain handbook rules, it ordered that the Respondent rescind these rules and publicize the rescission in the same fashion that the unlawful rules were publicized. [HTML] [PDF]

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Joint Executive Board of Las Vegas Hotel & Restaurant Workers Local 226; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Las Vegas on various dates between October 6 and 15, 1997. Adm. Law Judge James M. Kennedy issued his decision on Sept. 21, 1998.

* * *

Wayne J. Griffin Electric, Inc. (1-CA-34180, et al.; 335 NLRB No. 104) Holliston, MA Sept. 27, 2001. In agreement with the administrative law judge, the Board held that the Respondent committed numerous unfair labor practices in violation of Section 8(a)(1) and (3) of the Act. It also adopted the judge's dismissal of certain paragraphs of the consolidated complaint. [HTML] [PDF]

(Members Liebman, Truesdale, and Walsh participated.)

Charges filed by Electrical Workers IBEW Local 103; complaint alleged violations of Section 8(a)(1) and (3). Hearing at Boston on various dates in Feb., March, and May 1998. Adm. Law Judge Michael A. Marcionese issued his decision Feb. 4, 1999.

* * *

Teamsters Local 282 (E.G. Clemente Contracting Corp.) (29-CB-10969; 335 NLRB No. 98) Staten Island, NY Sept. 24, 2001. Reversing the administrative law judge's recommendations, the Board dismissed the complaint which alleged that Respondent violated Section 8(b)(1)(B) and 8(b)(3) of the Act. In her decision, the judge held that the Respondent violated Section 8(b)(1)(B) on August 9 through 11, 1999, by engaging in a strike and picketing with an unlawful object of coercing the employer to select the General Contractors' Association (GCA) as its collective-bargaining representative and violated Section 8(b)(3) by engaging in a strike and picketing with an unlawful object of coercing the employer to involuntarily agree to the designation of the GCA as its collective-bargaining representative, a nonmandatory subject of bargaining, and with the further unlawful object of coercing the employer to be bound to the agreement negotiated by the GCA to which it did not belong. [HTML] [PDF]

The issue presented here is whether the Respondent violated the Act by striking E.G. Clemente Contracting Corp. in support of its demand that Clemente accept a contract containing the same provisions as the Respondent's contract with a multiemployer association. The Board held that this case is governed by the principles established in *Teamsters Local 705 (Kankakee-Iroquois),* 274 NLRB 1176 (1985), petition for review denied sub nom. *Kankakee-Iroquois County Employers' Assn. v. NLRB,* 825 F.2d 1091 (7th Cir. 1987), where the Board, in agreement with the judge, found that the union's conduct did not violate Section 8(b)(1)(B). Applying the principles of *Kankakee-Iroquois* to the facts of this case, it reversed the judge.

The judge relied on three cases in support of her findings. The first, Retail Clerks Local 770 (Fine's Food Co.), 228 NLRB 1166 (1977), the Board found consistent with the principles of *Kankakee-Iroquois* but easily distinguishable from this case. In Fine's Food, unlike *Kankakee-Iroquois* and this case, the union coerced the employer to agree to be bound by the terms of a future

collective-bargaining agreement to be negotiated by a multiemployer association to which the employer did not belong, the Board determined. It held that the other two cases cited by the judge, *Commercial Workers Local 1439 (Food City West),* 262 NLRB 309 (1982), and *Laborers Local 652 (Thoner & Birmingham Construction Corp.),* 238 NLRB 1456 (1978), are not so easily distinguished. In these cases, the unions, by threatening to strike, striking, or picketing sought to compel independent employers to agree to contracts that the unions had already negotiated with multiemployer associations. In both cases, the Board had concluded that the "effect" of the unions' conduct was to coerce the employers to select the multiemployer associations as their collective-bargaining representatives in violation of Section 8(b)(1)(B).

The Board noted that in *Kankakee-Iroquois,* it referred to *Food City West* and *Thoner & Birmingham* as "exceptions" to the general rule that Section 8(b)(1)(B) is a "prohibition against a union coercing an employer into foregoing the employer's choice of its representatives for future collective-bargaining." This Board, no longer convinced that there is any principled basis on which the decisions can be reconciled with the general rule the Board enunciated in *Kankakee-Iroquois,* said:

> . . . we have taken into account the fact that *Food City West* and *Thoner & Birminngham* were decided prior to *NLRB v. Electrical Workers Local 340,* 481 U.S. 573, 586 (1987), in which the Supreme Court admonished the Board that Section 8(b)(1)(B) is to be given a "limited construction." For these reasons, we have decided to overrule *Food City West* and *Thoner & Birmingham* to the extent that they are inconsistent with the general rule, established by the Board in *Kankakee-Iroquois* and affirmed by the court of appeals, that it is not a violation of Section 8(b)(1)(B) for a union to seek from an independent employer a contract containing the same provisions as those in an agreement the union has already negotiated with a multiemployer association.

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

Charge filed by E.G. Clemente Contracting Corp.; complaint alleged violation of Section 8(b)(1)(B) and (3). Hearing at Brooklyn, February 28, 2000. Adm. Law Judge Margaret M. Kern issued her decision June 21, 2000.

* * *

Quarry Workers Local 829, a/w Laborers (Mississippi Lime Co.) (14-CD-976; 335 NLRB No. 102) St. Genevieve, MO Sept. 27, 2001. Relying on employer preference, and economy and efficiency of operations, the Board decided that employees of the Mississippi Lime Co. represented by the Quarry Workers Local 829, rather than Steelworkers Local 169, are entitled to operate and maintain the Maerz vertical kiln at the Employer's St. Genevieve, Missouri facility. [HTML] [PDF]

(Chairman Hurtgen and Members Liebman and Walsh participated.)

* * *

Wal-Mart Stores, Inc. (16-CA-20578; 335 NLRB No. 103) Lubbock, TX Sept. 25, 2001. The Board upheld the administrative law judge's findings that the Respondent violated Section 8(a)(1) of the Act, through District Manager Craig, by interrogating employee Gomez about her union activities and soliciting Gomez to submit grievances to the Respondent in order to interfere with employee rights guaranteed by the Act; and that the Respondent did not violate Section 8(a)(1) by creating the impression among employees that their activities for the UFCW were under surveillance and telling department store manager Lewie Spearman he could not be involved with the Union, could not attend union meetings, or support the Union. In agreeing with the judge that Spearman was a statutory supervisor, the Board limited its finding to Spearman's authority to, at the least, effectively recommend pay raises in connection with the appraisal process at the Lubbock store. [HTML] [PDF]

(Members Liebman, Truesdale, and Walsh participated.)

Charge filed by the Food and Commercial Workers International; complaint alleged violation of Section 8(a)(1). Hearing at Lubbock on Jan. 18, 2001. Adm. Law Judge William N. Cates issued his decision Feb. 7, 2001.

* * *

Tellepsen Pipeline Services Co. (16-CA-20035, 16-RC-10120; 335 NLRB No. 88) Houston, TX Sept. 24, 2001. Affirming the administrative law judge's decision, Members Liebman and Truesdale held that the Respondent violated Section 8(a)(3) and (1) of the Act by terminating employees Scott Stacy and Jimmie Vickery on June 14 and July 29, 1999, respectively; and violated Section 8(a)(1) and engaged in objectionable conduct by "[t]elling employees that its client, Texas Utilities, could terminate its contract with Respondent if the Union won a forthcoming election, that the employees might lose their jobs, and that Respondent would close the business." They set aside the August 10, 1999 election held in Case 16-RC-10120 (the Union lost 17-12), and directed a second election. [HTML] [PDF]

Chairman Hurtgen, dissenting in part, found that Supervisor Redman's statements to employee Stacy that Respondent's client TXU could terminate its contract with Respondent if the Union won the election, and that employees might lose their jobs, did not violate Section 8(a)(1). "Redman was not threatening action by Respondent; he was only saying what TXU could do," the Chairman explained. He also noted that Redman was a low-level supervisor and a close personal friend of Stacy's, and that Redman's statement was made to Stacy alone in a telephone conversation and was not disseminated among other employees.

The Chairman also disagreed that the Respondent's layoff of Vickery was unlawful as of July 29, 1999. He noted the only arguably protected, concerted activity that Vickery engaged in, and that the Respondent knew about prior to July 29 was his speaking up at a July 14, 1999 safety meeting. Assuming that Vickery's conduct was protected, concerted activity and that a prima facie case has been established, the Chairman would find Respondent showed that Vickery would have received the same treatment on July 29 because of reduced work, even in the absence of this activity. Chairman Hurtgen agreed however that the Respondent subsequently converted the layoff into a termination and that it did so for discriminatory reasons-Vickery's reconsideration of his vote in favor of the company.

Members Liebman and Truesdale rejected the idea that the potentially coercive character of an employer's predictive statements turns on the semantic distinction between "would" and "could." They explained: "A prediction of adverse consequences of unionization, however, it is formulated, must have an objective basis. . . . Redman had no such basis for connecting the union's election victory to cancellation of the contract-whether as a possibility, a probability, or a certainty." They also disagreed with Chairman Hurtgen's reliance on the absence of evidence that Redman's statement to Stacy was disseminated to other employees.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by Pipeliners Local 798; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Fort Worth, Dec. 8-10, 1999. Adm. Law Judge Howard I. Grossman issued his decision March 2, 2000.

* * *

Villa Maria Nursing and Rehabilitation Center and The Service Master Co. (12-CA-18137, 12-RC-7957; 335 NLRB No. 99) North Miami, FL Sept. 26, 2001. Members Liebman and Truesdale affirmed the administrative law judge's findings that Respondent Villa Maria violated Section 8(a)(1) of the Act by threatening employee Villa Louis with loss of benefits if he voted in UNITE, by distributing an unprecedented and previously unannounced survey of employee working conditions during the Union's organization campaign, by engaging in surveillance of its employees' union activities, and by establishing new benefits to discourage employees from voting for or supporting the Union. This proceeding also involves elections held on May 31, 1996 in Case 12-RC-7957 among employees in two separate bargaining units of Respondent Villa Maria's employees and of Respondent Service Master's employees who work at the Villa Maria facility. The judge found that the Union intended to file objections only to the conduct of the Service Master unit election. Having found that Respondent Service Master committed no unfair labor practices, he recommended dismissal of the Union's objections and certification of the results of each election. [HTML] [PDF]

Contrary to the judge, Members Liebman and Truesdale found that the Union's objections encompassed conduct allegedly affecting the same-day elections held in both units. In agreement with the judge's alternative reasoning, they found that the unfair labor practices committed by Respondent Villa Maria during the critical period interfered with the Villa Maria unit election and directed a second election among those employees. Members Liebman and Truesdale certified that a majority of the valid ballots cast by the Service Master unit employees were not cast for UNITE.

Chairman Hurtgen, concurring and dissenting in part, would dismiss the allegation that the Respondent, by distributing the

employee satisfaction survey, violated Section 8(a)(1) by soliciting employee grievances and impliedly promising to remedy them in order to discourage union support and activity. He found that the survey did not unlawfully promise a benefit. Nor was the survey itself an unlawful grant of a benefit. Chairman Hurtgen, finding that there is an insufficient basis to uphold the judge, does not agree that the Respondent violated Section 8(a)(1) by threatening employees with a loss of benefits if they chose union representation.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charge filed by UNITE; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Miami on 5 days between Dec. 11, 1996 and Jan. 7, 1997. Adm. Law Judge Benjamin Schlesinger issued his decision Jan. 5, 2001.

* * *

The L.D. Kichler Co. and Electrical Workers IBEW Local 1377 (8-CA-29644, 8-CB-8555; 335 NLRB No. 106) Independence, OH Sept. 28, 2001. The Board held that: (1) Respondent L.D. Kichler Co., through its agent, Mary Lou Mankowski, violated Section 8(a)(1) of the Act by telling newly hired employee Ella Joynt that she had to sign a dues-deduction authorization or be fired; (2) Respondent IBEW Local 1377 violated Section 8(b)(1)(A) in November 1997 by failing to provide Ella Joynt notice of her rights under *NLRB v. General Motors Corp.,* 373 U.S. 734 (1963) and *Communications Workers v. Beck,* 487 U.S. 735, 745 (1988), not to become a member and to pay only union dues and fees attributable to the Union's representation activities at the time it first sought to obligate her to pay dues under the parties' union-security clause; and (3) Respondent IBEW Local 1377 violated Section 8(b)(2) by requesting Respondent L.D. Kichler Co. to discharge Joynt on about February 2, 1998, and by causing her discharge. [HTML] [PDF]

The Board rejected the Union's argument, citing *California Saw,* that the obligation to provide notice to newly hired nonmember employees of the extent of their obligations under a union-security clause is triggered by the presentation of a member application and a dues checkoff authorization, and that union steward Richard Gibbs presented Joynt with a membership application alone. *California Saw & Knife Works,* 320 NLRB 224, 233 (1995), enfd. sub nom. *Machinists v. NLRB,* 133 F.3d 1012 (7th Cir. 1998), cert. denied sub nom. *Strang v. NLRB,* 525 U.S. 813 (1998). The Board explained that a union must notify a newly hired nonmember of *Beck* and *General Motors* rights when (or before) it attempts to obligate him to pay dues and that notice at this time is essential because, in its absence, an employee may be misled into believing that the union-security provision requires full union membership or the payment of full dues. Soliciting Joynt's membership in the Union by presenting her with the membership application constituted an attempt to obligate her to pay full dues under the parties' union security clause, and thus triggered the Union's obligation to notify her of her Beck rights, the Board held. It wrote:

> In *California Saw,* the *occasion* of the respondent union's initial effort to obligate newly hired nonmember employees to pay dues customarily took the form of presenting a new hire with a membership application and a dues-checkoff form. In the case at hand, Joynt was offered only a membership application. We find that, under the circumstances, the difference is not dispositive. The solicitation of membership in this case carried with it the same implicit request that the employee commit to paying full dues, and the same potential that the employee would be misled regarding his obligations under the union-security clause, as did the union's presentation of the membership application and dues-checkoff authorization in *California Saw.* Thus, because Gibbs' solicitation of Joynt to join the Union, without concurrent notice of her rights, created the possibility that Joynt would be misled into believing that 'assumption of full membership is required,' the Union breached its duty of fair representation by placing Joynt in the position of potentially believing that she was obligated to join the Union, without informing her of her rights.

Finding that the Union violated Section 8(b)(2) by requesting and causing Joynt's discharge, the Board agreed with the judge that the Union failed to fulfill its obligations under *Philadelphia Sheraton Corp.,* 136 NLRB 888 (1962), enfd. sub nom. *NLRB v. Hotel Employees Local 568,* 320 F.2d 254 (3d Cir. 1963), before seeking Joynt's discharge. Accordingly, the Board found it unnecessary to pass on the judge's finding that a failure to provide initial Beck notice was a basis for the 8(b)(2) violation.

(Chairman Hurtgen and Members Liebman and Truesdale participated.)

Charges filed by Ella Joynt, an individual; complaint alleged violation of Section 8(a)(1) and Section 8(b)(1)(A) and 8(b)(2). Hearing at Cleveland, Jan. 20-21, 1999. Adm. Law Judge Arthur J. Amchan issued his decision March 29, 1999.

* * *

Community Hospitals of Central California d/b/a University Medical Center (32-CA-15864, 15976; 335 NLRB No. 87) Fresno, CA Sept. 26, 2001. Members Liebman and Walsh affirmed the administrative law judge's finding that as of October 7, 1996, the Respondent has been a successor employer to Valley Medical Center (VMC or the predecessor) under the test of *Fall River Dyeing & Finishing Corp. v. NLRB,* 482 U.S. 27, 41-43 (1987), and *NLRB v. Burns Security Services,* 406 U.S. 272 (1972). They also agreed with the judge that a unit consisting of employees previously employed by VMC in unit 7 job classifications remained intact under the Respondent and continues to be an appropriate single-facility unit; that the Respondent's obligation to bargain with the California Nurses Association was established as of October 7, at which time the Respondent had assumed control of the predecessor's employees; and that the Respondent violated Section 8(a)(5) and (1) by failing to honor its obligation. Members Liebman and Walsh also affirmed the judge's finding that the Respondent violated Section 8(a)(1) by maintaining unlawful Rule l (insubordination, etc.) and Rule 8 (release or disclosure of confidential information) in its employee handbook, Standards of Conduct. [HTML] [PDF]

In agreeing that the Respondent unlawfully failed to recognize and bargain with the Union, Members Liebman and Walsh relied on the successor bar rule established by the Board in *St. Elizabeth Manor,* 329 NLRB 341 (1999). Alternatively, they agreed with the judge, applying *Allentown Mack Sales & Service v. NLRB,* 522 U.S. 359 (1998), that the Respondent did not establish that it had a good faith, reasonable doubt about the Union's continued majority status and that, indeed, the Respondent never relied on any alleged good-faith doubt as a reason not to recognize the Union. Thus, even if the Respondent's refusal to recognize the Union had not been unlawful under St. Elizabeth Manor, it would have been unlawful under Allentown Mack. Affirming the judge's recommended Order, Members Liebman and Walsh required the Respondent to recognize and bargain in good faith with the Union on behalf of the unit employees.

Chairman Hurtgen concurred in part and dissented in part. In finding that the Respondent unlawfully refused to recognize and bargain with the Union and that an affirmative bargaining order is warranted, he does not apply the "successor bar" rule established in St. Elizabeth Manor, a case in which he dissented. Instead, Chairman Hurtgen held, under previously well-established and well-settled precedent and in agreement with the judge, that the Respondent was not justified in refusing to recognize the Union because it did not have a reasonable doubt, based on objective factors, that the Union continued to command the support of a majority of the unit employees. The Chairman did not join his colleagues in affirming the judge's finding that the Respondent violated Section 8(a)(1) by maintaining certain provisions in its employee handbook, concluding their finding is inconsistent with the Board majority's application of the relevant law in *Lafayette Park Hotel,* 326 NLRB 824, 825 (1998), enfd. 203 F.3d 52 (D.C. Cir. 1999). He would therefore dismiss the allegations regarding Standards of Conduct l and 8.

(Chairman Hurtgen and Members Liebman and Walsh participated.)

Charges filed by California Nurses Association; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Clovis, Oct. 7-9 and Dec. 9-12, 1997; March 3-6, 10-13 and April 7-10, 1998. Adm. Law Judge Michael D. Stevenson issued his decision Sept. 18, 1998.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Construction Labor Contractors (Electrical Workers (IBEW) Local 673) Conneaut, OH September 24, 2001. 8-CA-30933; JD-120-01, Judge John H. West.

Whiteford Ford Trucks, Inc. (Individuals) Greenwood, IN September 24, 2001. 25-CA-27093-1, et al.; JD-114-01, Judge Marion C. Ladwig.

GES Exposition Services, Inc. (an Individual) Orlando, FL September 24, 2001. 12-CA-20522; JD(ATL)-64-01, Judge Keltner W. Locke.

Enquire Printing & Publishing Co., Inc. (an Individual) Brooklyn, NY September 20, 2001. 29-CA-23611, 23852; JD-105-01, Judge Margaret M. Kern.

Alliance Beverage Distributing Company (an Individual) Phoenix, AZ September 14, 2001. 28-CA-16900; JD(SF)-71-01, Judge Gregory Z. Meyerson.

Midwest Precision Heating & Cooling, Inc. (Sheet Metal Workers Local 2) Kansas City, MO September 19, 2001. 17-CA-20825; JD(SF)-72-01, Judge James L. Rose.

AAR Hermetic, a Division of AAR Services, Inc. (an Individual) Holtsville, NY September 26, 2001. 29-CA-23951; JD(NY)-49-01, Judge Eleanor MacDonald.

M&D Properties, Inc. (Carpenters) La Porte, IN September 27, 2001. 25-CA-27515-1; JD-132-01, Judge Arthur J. Amchan.

* * *

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 answer the complaint.)

Donald Sullivan & Sons, LLC (Individuals) (34-CA-9592-1, -2; 335 NLRB No.107) Plantsville, CT September 26, 2001.