

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

International Brotherhood of Electrical Workers, Local 532 v. Brink Construction Company

107 Lab. Cas. P 10,112 (9th Cir. 1987) · No. No. 85-3926 · Decided August 17, 1987

SUMMARY

The Ninth Circuit considered whether Brink Construction Company was bound by collective bargaining agreements with the International Brotherhood of Electrical Workers, Local 532, and whether the district court had jurisdiction under LMRA § 301 to compel dispute resolution. The court held that the district court had jurisdiction and did not abuse its discretion by refusing to stay the case pending NLRB proceedings. It reversed summary judgment for the Union, concluding that Brink's obligations under the 1981–83 agreement terminated before the disputed construction job and that Brink was not bound by the 1983–85 agreement.

CASE DETAILS

COURT	United States Court of Appeals for the Ninth Circuit
WRITING FOR THE COURT	Judge Wiggins; Judge Fletcher; Judge Alarcon
JURISDICTION	Federal
DECIDED	August 17, 1987
DOCKET	No. 85-3926
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The Union brought an LMRA § 301 action in federal district court to compel Brink to submit to a collective bargaining agreement's dispute-resolution procedure. The district court granted summary judgment for the Union and ordered Brink to comply. Brink appealed.
STANDARD OF REVIEW	Subject-matter jurisdiction and collateral-estoppel availability were reviewed de novo; denial of a stay was reviewed for abuse of discretion; summary judgment and interpretation of unambiguous contractual language were reviewed de novo.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Brink Construction Company v. International Brotherhood of Electrical Workers, Local 532

TOPICS

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QUESTIONS PRESENTED

1. Whether the district court had jurisdiction under LMRA § 301 to determine the existence and termination of a collective bargaining agreement.
2. Whether the pending NLRB proceeding required the district court to give preclusive effect to the ALJ decision or stay the § 301 action.
3. Whether Brink remained bound by either the 1981–83 or 1983–85 master collective bargaining agreement during the second Miles City project.
4. Whether Brink was entitled to attorneys' fees on appeal.

HOLDINGS

1. A district court has jurisdiction under LMRA § 301 to determine the existence and termination of a labor agreement and to compel compliance with its dispute-resolution procedure, so long as resolving the contract issue does not require deciding a matter within the NLRB's exclusive or primary jurisdiction.
2. An ALJ decision pending review by the NLRB has no collateral-estoppel effect, but the pending NLRB proceeding did not require a stay of the federal § 301 action in these circumstances.
3. Brink's obligations under the 1981–83 master agreement terminated effective May 31, 1983, and Brink was not bound by the subsequently negotiated 1983–85 master agreement during the second Miles City project.
4. Brink was not entitled to attorneys' fees because the record did not demonstrate bad faith by the Union on appeal.

KEY QUOTATIONS

“This case can be resolved by deciding the issue of the termination of a labor agreement. This issue is not within the NLRB's exclusive jurisdiction.” (at 212)

“We accordingly decline to give the ALJ's decision any preclusive effect on the present litigation.” (at 213)

“Because neither the 1981-83 nor the 1983-85 master agreement was in effect between Brink and the Union by the time of the second Miles City job, Brink was entitled as a matter of law to prevail on the Union's claim.” (at 215)

“The district court's grant of summary judgment for the Union is REVERSED and the action is REMANDED for entry of judgment for Brink.” (at 215)

FACTUAL BACKGROUND

Brink signed a Letter of Assent-A designating the Western Line Constructors chapter of the National Electrical Contractors Association as its bargaining agent with the Union. Brink later completed its Montana project and, on December 14, 1982, revoked WLC's authority to bargain on its behalf. WLC and the Union subsequently entered a 1983–85 master agreement without notifying Brink, and Brink later performed another Montana project using nonunion workers. The Union claimed Brink remained bound by a master agreement and sought to compel dispute resolution.

PROCEDURAL HISTORY

The district court held that Brink remained obligated under a master collective bargaining agreement and ordered it to submit to dispute resolution. While the action was pending, Brink filed unfair-labor-practice charges with the NLRB, and an ALJ found the Union's lawsuit baseless, but the ALJ decision was under NLRB review. The Ninth Circuit held that the district court had jurisdiction, properly denied a stay, and erred on the merits; it reversed and remanded for entry of judgment for Brink.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for entry of judgment for Brink Construction Company.

CASES CITED

- NLRB v. Hayden Electric, Inc., 693 F.2d 1358, 1359–60 (11th Cir. 1982)
- Fort Vancouver Plywood Co. v. United States, 747 F.2d 547, 549 (9th Cir. 1984)
- Textile Workers Union v. Lincoln Mills, 353 U.S. 448 (1957)
- Hines v. Anchor Motor Freight, Inc., 424 U.S. 554, 562 (1976)
- Local No. 3-193 International Woodworkers v. Ketchikan Pulp Co., 611 F.2d 1295, 1301 (9th Cir. 1980)
- John S. Griffith Construction Co. v. United Brotherhood of Carpenters & Joiners, 785 F.2d 706, 709, 712 (9th Cir. 1986)
- Hawaii Carpenters Trust Funds v. Waiola Carpenter Shop, Inc., 823 F.2d 2895 (9th Cir. 1987)
- Irwin v. Carpenters Health & Welfare Trust Fund, 745 F.2d 553, 555 (9th Cir. 1984)
- Mack v. South Bay Beer Distributors, Inc., 798 F.2d 1279, 1282 (9th Cir. 1986)
- Paramount Transportation System v. Chauffeurs Local 150, 436 F.2d 1064 (9th Cir. 1971)
- Central Valley Typographical Union, No. 46 v. McClatchy Newspapers, 762 F.2d 741, 746–50 (9th Cir. 1985)
- Henderson v. Duncan, 779 F.2d 1421, 1424 (9th Cir. 1986)
- Orange Belt District Council of Painters No. 48 v. Maloney Specialties, Inc., 639 F.2d 487, 490 (9th Cir. 1981)
- Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 v. Celotex Corp., 708 F.2d 488, 490 n. 3 (9th Cir. 1983)

- *La Mirada Trucking, Inc. v. Teamsters Local Union 166*, 538 F.2d 286, 288 (9th Cir. 1976)
- *NLRB v. Heyman*, 541 F.2d 796, 800 (9th Cir. 1976)
- *Operating Engineers Pension Trust v. Beck Engineering & Surveying Co.*, 746 F.2d 557, 561 (9th Cir. 1984)
- *Kemmis v. McGoldrick*, 767 F.2d 594, 597 (9th Cir. 1985)
- *Arizona Laborers Local 395 Health & Welfare Trust Fund v. Conquer Cartage Co.*, 753 F.2d 1512, 1520 n. 13 (9th Cir. 1985)
- *Alyeska Pipeline Service Co. v. Wilderness Society*, 421 U.S. 240, 258–59 (1975)
- *F.D. Rich Co. v. United States*, 417 U.S. 116, 129 (1974)
- *United Brotherhood of Carpenters & Joiners Local 2247 v. Endicott Enterprises*, 806 F.2d 918, 920–21 (9th Cir. 1986)
- *NLRB v. Pacific Erectors, Inc.*, 718 F.2d 1459, 1463 (9th Cir. 1983)
- *Mesa Verde Construction Co. v. Northern California District Council of Laborers*, 820 F.2d 1006, 1010 (9th Cir. 1987)
- *Deklewa v. International Association of Bridge, Structural & Ornamental Iron Workers, Local 3*, 182 N.L.R.B. 184 (1987)
- *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 245 (1959)
- *Smith v. Evening News Ass'n*, 371 U.S. 195, 197 (1962)
- *Northern California District Council of Hod Carriers v. Opinski*, 673 F.2d 1074, 1076 (9th Cir. 1982)
- *AT&T Technologies, Inc. v. Communications Workers*, 475 U.S. 643 (1986)
- *Bill Johnson's Restaurants, Inc. v. NLRB*, 461 U.S. 731 (1983)
- *United States v. Utah Construction & Mining Co.*, 384 U.S. 394, 421–22 (1966)
- *Exxon Corp. v. Fischer*, 807 F.2d 842, 845–46 (9th Cir.), amended, 817 F.2d 1429 (9th Cir. 1987)
- *Taylor v. Heckler*, 765 F.2d 872, 876 (9th Cir. 1985)