

**Big Apple Security Guards of America, Inc., Central Office Monitoring, Inc. and Ronald Pryor.**  
Case 29-CA-10624

20 March 1984

**DECISION AND ORDER**

BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

Upon a charge filed by Ronald Pryor, an individual, 28 July 1983, the General Counsel of the National Labor Relations Board issued a complaint 14 September 1983 against Respondents, Big Apple Security Guards of America, Inc., and Central Office Monitoring, Inc., alleging that Respondents have violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act. Although properly served copies of the charge and complaint, Respondents have failed to file an answer.

On 21 December 1983, the General Counsel filed a Motion for Summary Judgment. On 28 December 1983 the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Respondents did not file a response to the Notice to Show Cause. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 10 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 10 days of service, "all the allegations in the complaint shall be deemed to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that on 9 November 1983, after personal service of the complaint was made on 16 November 1983,<sup>1</sup> counsel for the General Counsel telephoned Respondents and informed a Mr. Rig that unless an answer was filed by close of business 21 November 1983, a Motion for Summary Judgment would be filed; that on 30 November 1983 the Deputy Regional Attorney for Region 29 telephoned Respondents regarding their failure to file an answer; and that on 5 December 1983, counsel for the Gen-

<sup>1</sup> Respondents failed to claim the registered mailing of the complaint or respond to the complaint after a copy of it was sent by regular mail on 18 October 1983, and a law clerk telephoned Respondents on 31 October 1983 to advise them that no answer had been received.

eral Counsel notified Respondents by mailgram, and by regular and certified mail, that a Motion for Summary Judgment would be filed if an answer was not filed. Respondents failed to respond to any of these communications.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

Respondent Big Apple, a New York corporation, with its principal office and place of business at 1809 Stillwell Avenue, Brooklyn, New York, provides security guard services and related services. Respondent Central, a New York corporation, with its principal office and place of business at 1809 Stillwell Avenue, Brooklyn, New York, provides security services, including monitoring alarm systems and related services. Big Apple and Central are affiliated businesses with common officers, ownership, directors, and operators and constitute a single integrated business enterprise. The directors and operators of Big Apple and Central formulate and administer a common labor policy for these companies, affecting the employees of the companies. During the past year Respondents performed services valued in excess of \$50,000 in and for various enterprises located in the State of New York. Each of these enterprises is engaged in retail sales, derives gross revenues in excess of \$500,000, and purchases goods and materials directly from other enterprises located outside the State of New York, or is an apartment house development which annually derives gross revenues in excess of \$500,000, and purchases goods and materials directly from other enterprises located outside the State of New York.

We find that Respondents are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

**A. The 8(a)(2) and (1) Violations**

Around May 1983, Respondents hired Ronald Pryor as a security guard. At no time since his employ has Pryor signed a card on behalf of any labor organization authorizing Respondents to deduct sums of money from his wages to be paid to a labor organization. Since on or about 3 June 1983, Respondents have deducted sums of money from the wages of employee Ronald Pryor, as

union dues and other union obligations, and held such sums for the credit of some labor organization, whose name is presently unknown, without Pryor's authorization.

We find that, by engaging in such conduct, Respondents are interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act. By the same conduct, Respondents are rendering unlawful assistance and support to a labor organization, and are contributing financial and other support to a labor organization in violation of Section 8(a)(2) of the Act.

#### B. The 8(a)(3) Violation

By their conduct described in section II,A, Respondents have discriminated in regard to hire or tenure or conditions of employment of employee Ronald Pryor by encouraging membership in a labor organization, in violation of Section 8(a)(3) and (1) of the Act.

#### CONCLUSIONS OF LAW

1. By deducting sums of money from the wages of employee Ronald Pryor, as union dues and other union obligations, without his authorization, and holding such sums of money for the credit of some labor organization, whose name is presently unknown, Respondents have engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (2), and (3) and Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that Respondents have violated Section 8(a)(1), (2), and (3) of the Act, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Respondents having unlawfully deducted dues and other union obligations from the wages of employee Ronald Pryor they must make him whole by repaying to him the amount of money deducted as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), plus interest to be computed in the manner prescribed in *Florida Steel Corp.*, 231 NLRB 651 (1977).<sup>2</sup>

#### ORDER

The National Labor Relations Board orders that Respondents, Big Apple Security Guards of America, Inc., and Central Office Monitoring, Inc., both of 1809 Stillwell Avenue, Brooklyn, New York, their officers, agents, successors, and assigns, shall

<sup>2</sup> See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

1. Cease and desist from

(a) Discriminating against its employees in regard to their hire or tenure or terms or conditions of employment by deducting money from their wages, as union dues and other union obligations, without their authorization, and holding such sums for the credit of a labor organization, thereby unlawfully encouraging membership in that labor organization.

(b) Rendering unlawful assistance and support to a labor organization, or contributing financial and other support to a labor organization by deducting money from the wages of its employees as union dues and other union obligations, without their authorization, and holding such sums for the credit of the labor organization.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Reimburse employee Ronald Pryor for any moneys deducted from his wages as union dues or other union obligations in the manner set forth in "The Remedy" section of the Decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records and other records necessary or useful in complying with the terms of this Order.

(c) Post at their 1809 Stillwell Avenue, Brooklyn, New York facilities copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by Respondents' authorized representatives, shall be posted by Respondents immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondents to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondents have taken to comply.

<sup>3</sup> If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT discriminate against our employees in regard to their hire or tenure or other terms or conditions of employment by deducting money from their wages as union dues and other union obligations, without their authorization, and holding such sums for the credit of a labor organization, thereby unlawfully encouraging membership in that labor organization.

WE WILL NOT render unlawful assistance and support to a labor organization, or contribute financial or other support to a labor organization by deducting moneys from the wages of our employees as union dues and other union obligations, without their authorization and holding such sums for the credit of that labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by Section 7 of the Act.

WE WILL reimburse employee Ronald Pryor for any moneys deducted from his wages as union dues or other union obligations, plus interest.

BIG APPLE SECURITY GUARDS OF  
AMERICA, INC.