

301 NLRB No. 127

SDR

D--1798
Jersey City, NJ

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SHOE TAYLOR, INC.

and

Case 22--CA--17103

LOCAL NO. 11, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, AFL--CIO

DECISION AND ORDER

By Chairman Stephens and Members Devaney and Raudabaugh

Upon a charge filed by the Union on June 27, 1990, the General Counsel of the National Labor Relations Board issued a complaint September 21, 1990, against the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On November 13, 1990, the General Counsel filed a Motion for Summary Judgment. On November 15, 1990, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. 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 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all of the allegations in the complaint shall be deemed to be admitted to be true and shall be so found by Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that the General Counsel by letter dated October 16, 1990, notified the Respondent that unless an answer was received by October 23, 1990, a motion for summary judgment would be filed.

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

The Respondent, a corporation with an office and place of business in Jersey City, New Jersey, is engaged in the production of pipefittings. During the 12 months preceding issuance of the complaint, the Respondent in the course and conduct of its operations, purchased and received at its Jersey City, New Jersey facility, products, goods, and materials valued in excess of \$50,000 directly from points outside the State of New Jersey. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

On December 13, 1989, the Union was certified as the exclusive collective-bargaining representative of the following appropriate unit:

All full-time and regular part-time production and maintenance employees, including truck drivers, welders, shipping and receiving employees, packers, machine operators and lead persons employed by the Employer at its Jersey City, New Jersey facility but excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

At all times since December 13, 1989, the Union, by virtue of the Act, has been and is the exclusive representative of the above-described unit for the purposes of collective-bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

Since on or about April 10, 1990, the Respondent has failed and refused to respond to the Union's written contractual proposals and telephonic requests to bargain regarding an initial collective-bargaining agreement. We find that by this conduct, the Respondent has failed and refused, and is failing and refusing, to bargain collectively and in good faith with the representative of its employees, and that the Respondent thereby has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

Conclusions of Law

By refusing on or after April 10, 1990, to bargain with the Union as the exclusive collective-bargaining representative of its unit employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist, to bargain on request with the Union, and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. Mar-Jac Poultry Co., 136 NLRB 785 (1962); Lamar Hotel, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964); Burnett Construction Co., 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965).

ORDER

The National Labor Relations Board orders that the Respondent, Shoe Taylor, Inc., Jersey City, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with Local No. 11, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL--CIO, as the exclusive bargaining representative of the employees in the bargaining unit.

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

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

(a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit on terms and conditions of

employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time production and maintenance employees, including truck drivers, welders, shipping and receiving employees, packers, machine operators and lead persons employed by the Employer at its Jersey City, New Jersey facility but excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

(b) Post at its facility in Jersey City, New Jersey, copies of the attached notice marked "'Appendix.'"¹ Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

¹ If this Order is enforced by a judgement 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 JUDGEMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.'"

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Dated, Washington, D.C. February 25, 1991

James M. Stephens, Chairman

Dennis M. Devaney, Member

John N. Raudabaugh, Member

(SEAL)

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 refuse to bargain with Local No. 11, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL--CIO, as the exclusive bargaining representative of the employees in the bargaining unit.

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

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All full-time and regular part-time production and maintenance employees, including truck drivers, welders, shipping and receiving employees, packers, machine operators and lead persons employed by the Employer at its Jersey City, New Jersey facility but excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

SHOE TAYLOR, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 970 Broad Street, Room 1600, Newark, New Jersey 07102-2570, Telephone 201--645--3652.