

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CASABLANCA FAN COMPANY, A DIVISION  
OF CASABLANCA INDUSTRIES

and

Case 21--CA--27828

UNITED RUBBER, CORK, LINOLEUM  
AND PLASTIC WORKERS OF AMERICA,  
AFL--CIO, CLC

DECISION AND ORDER

By *Chairman Stephens and Members Cracraft and Ovratt*  
On January 10, 1991, the General Counsel of the National Labor Relations

Board issued a complaint alleging that the Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act by refusing the Union's request to bargain and to furnish information following the Union's certification in Case 21--RC--18587. (Official notice is taken of the "record" in the representation proceeding as defined in the Board's Rules and Regulations, Secs. 102.68 and 102.69(g); Frontier Hotel, 265 NLRB 343 (1982).) The Respondent filed its answer admitting in part and denying in part the allegations in the complaint.

On February 7, 1991, the General Counsel filed a Motion for Summary Judgment. On February 11, 1991, 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 a response on February 22, 1991.

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

## Ruling on Motion for Summary Judgment

In its answer and response to Notice to Show Cause, the Respondent admits its refusal to bargain and to furnish information that is relevant and necessary to the Union's role as bargaining representative, but attacks the validity of the certification on the basis of its objections to the election in the representation proceeding. Relying on the arguments made in the underlying representation proceeding, the Respondent contends that it is under no obligation to bargain with the Union or to provide it with the requested information.<sup>1</sup>

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor does it allege any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding. See Pittsburgh Plate Glass Co. v. NLRB, 313 U.S. 146, 162 (1941). There are no factual issues regarding the Union's request for information because the Respondent admitted that it refused to furnish the information and does not contend that the information is not necessary and relevant. Accordingly, we grant the Motion for Summary Judgment.

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<sup>1</sup> The Union requested that the Respondent provide it with (1) a current seniority list of all employees in the bargaining unit, showing date of hire, job classification, and shift, (2) a current address list of all employees in the bargaining unit, (3) rates of pay including entry rate and progression schedule for all classifications, (4) average straight-time hourly earnings and average hours worked per week, (5) shift start and stop times, break- and lunchtimes, (6) vacation schedule and method of pay, (7) list of paid holidays, (8) copies of all company policies, handbooks, rules, practices, etc., (9) copies of all employees benefit plans, and (10) cost of each fringe benefit provided by Respondent, expressed in cents per hour.

On the entire record, the Board makes the following

Findings of Fact

I. Jurisdiction

The Respondent is an Oregon corporation engaged in the design, engineering, and manufacture of fans. It maintains facilities at 450 North Baldwin Park Boulevard and 13260 Temple Boulevard, City of Industry, California.<sup>2</sup> During the 12 months preceding the issuance of the complaint, a representative period, the Respondent, in the course and conduct of its business, purchased and received goods and products valued in excess of \$50,000 directly from suppliers located outside the State of California. 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

A. The Certification

Following the election held on December 15, 1989, the Union was certified on September 17, 1990, as the collective-bargaining representative of the employees in the following appropriate unit:

All production, maintenance, shipping, receiving, warehouse employees and truck drivers employed by the Employer at its facilities located at 450 North Baldwin Park Boulevard, City of Industry, California, and 13260 Temple Boulevard, City of Industry, California; excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

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<sup>2</sup> Although the Respondent denies par. 2 of the complaint to the extent it alleges that the Respondent is engaged in the "design, engineering and manufacture of fans at several locations in Southern California," it is clear from the parties' stipulation in the underlying representation proceeding and from the unit description as set forth in the Board's certification that the Respondent operates and maintains the two facilities described here.

The Union continues to be the exclusive representative under Section 9(a) of the Act.

B. Refusals to Bargain

Since October 5, 1990, the Union has requested the Respondent to bargain and to furnish information and, since on or about the same date, the Respondent has refused. We find that these refusals constitute unlawful refusals to bargain in violation of Section 8(a)(5) and (1) of the Act.

Conclusions of Law

By refusing on and after October 5, 1990, to bargain with the Union as the exclusive collective-bargaining representative of employees in the appropriate unit and to furnish the Union requested information, 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 violated Section 8(a)(5) and (1) of the Act, 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. We also shall order the Respondent to furnish the Union the information requested.

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, Casablanca Fan Company, A Division of Casablanca Industries, City of Industry, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with United Rubber, Cork, Linoleum and Plastic Workers of America, AFL--CIO, CLC as the exclusive bargaining representative of the employees in the bargaining unit, and refusing to furnish the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees.

(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 production, maintenance, shipping, receiving, warehouse employees and truck drivers employed by the Employer at its facilities located at 450 North Baldwin Park Boulevard, City of Industry, California, and 13260 Temple Boulevard, City of Industry, California; excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

(b) On request, furnish the Union information that is relevant and necessary to its role as the exclusive representative of the unit employees.

(c) Post at its facilities in City of Industry, California, copies of the attached notice marked "'Appendix.'"<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 21, 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.

(d) 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 28, 1991

James M. Stephens, Chairman

Mary Miller Cracraft, Member

Clifford R. Oviatt, Jr., Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

<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 refuse to bargain with United Rubber, Cork, Linoleum and Plastic Workers of America, AFL--CIO, CLC as the exclusive representative of the employees in the bargaining unit, and WE WILL NOT refuse to furnish the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees.

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 production, maintenance, shipping, receiving, warehouse employees and truck drivers employed by the Employer at its facilities located at 450 North Baldwin Park Boulevard, City of Industry, California, and 13260 Temple Boulevard, City of Industry, California; excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL, on request, furnish the Union information that is relevant and necessary to its role as the exclusive representative of the unit employees.

CASABLANCA FAN COMPANY,  
A DIVISION OF CASABLANCA  
INDUSTRIES

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(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, 811 Wilshire Boulevard, Los Angeles, California 90017-2803, Telephone 213--894--5229.