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302 NLRB No. 110

D--1942  
Aston, PA

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

ATLANTIC WESTERN PERSONNEL  
LEASING CORPORATION

and

Case 4--CA--18752

TEAMSTERS LOCAL 312, a/w  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, AFL--CIO

*April 25, 1991*  
DECISION AND ORDER

*By Chairman Stephens and Members Ciarra and Raudabaugh*  
Upon a charge filed by Teamsters Local 312, a/w International Brotherhood

of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL--CIO, the Union, March 21, 1990, the General Counsel of the National Labor Relations Board issued a complaint against Atlantic Western Personnel Leasing Corporation, the Respondent, alleging that it has violated Section 8(a)(5) and (1) 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 2, 1990, the General Counsel filed a Motion for Summary Judgment. On November 7, 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.

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## 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 may be so found by the Board."

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, an Indiana corporation, is engaged in the business of personnel leasing and providing payroll services to commercial firms, with its principal place of business located in Merrillville, Indiana. It annually performs services valued in excess of \$50,000 directly outside the State of Indiana. 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 Unit and the Union's Representative Status

The employees in the unit described in article 2 of the collective-bargaining agreement, effective from September 23, 1989 to May 31, 1991, between the Union and the Respondent, constitute a unit appropriate for collective-bargaining purposes within the meaning of Section 9(b) of the Act.

At all times material by virtue of Section 9(a) of the Act, the Union has been, and is, the designated exclusive collective-bargaining representative of

the employees in the unit and has been recognized as such representative by the Respondent in the collective-bargaining agreement effective from September 23, 1989 to May 31, 1991.

B. Refusal to Furnish Information

On or about February 13, 1990, the Union, by certified letter, requested certain information from the Respondent relevant to a complaint from bargaining unit employee Leonard Weir that his health and welfare disability benefits had been terminated. That request was addressed to John Earhart, the Respondent's marketing director. On March 2, 1990, the Union sent a second request by certified mail for information pertaining to the termination of Weir's benefits. The second request was addressed to Mary Elliot, the Respondent's vice president. Since its receipt of the first request on or about February 16, 1990, the Respondent has failed and refused to furnish the information requested by the Union, although such information is necessary for, and relevant to, the Union's performance as the exclusive representative of the unit employees.

Accordingly, we find that the Respondent has refused to bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

Conclusions of Law

By failing and refusing since February 16, 1990, to furnish the Union the information it has requested, 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 therefrom and to furnish the Union the information requested.

ORDER

The National Labor Relations Board orders that the Respondent, Atlantic Western Personnel Leasing Corporation, Merrillville, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to furnish Teamsters Local 312, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL--CIO, 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, furnish the Union with information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees, including information relevant to the termination of employee Leonard Weir's health and welfare disability benefits.

(b) Post at its facility in Aston, Pennsylvania and at any other facility where notices to unit employees are customarily posted, copies of the attached

notice marked 'Appendix.'<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 4, 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.

(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. April 25, 1991

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James M. Stephens, Chairman

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Mary Miller Cracraft, Member

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John N. Raudabaugh, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

<sup>1</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 fail and refuse to furnish Teamsters Local 312, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL--CIO information that is relevant and necessary to its role as the exclusive bargaining representative of our 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, furnish the Union information that is relevant and necessary to its role as the exclusive bargaining representative of our employees in the bargaining unit, including information relevant to the termination of employee Leonard Weir's health and welfare benefits.

ATLANTIC WESTERN PERSONNEL  
LEASING CORPORATION

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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, 615 Chestnut Street, Seventh Floor, Philadelphia, Pennsylvania 19106-4404, Telephone 215--597--7643.