

Glas-Kraft, Inc. and Local 14054, United Steelworkers of America, AFL-CIO-CLC. Case 1-CA-28935

July 24, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

Upon a charge and amended charge filed by the Union, the General Counsel of the National Labor Relations Board issued a complaint on January 17, 1992, against Glas-Kraft, Inc., 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 May 26, 1992, the General Counsel filed a Motion for Summary Judgment. On May 29, 1992, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On June 12, 1992, the Respondent was granted an extension of time until July 10, 1992, within which to respond to the Notice to Show Cause. 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 the allegations in the complaint shall be considered 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 an attorney for the Region, by letter dated April 16, 1992, notified the Respondent that unless an answer was received by close of business April 24, 1992, 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 Slatersville, Rhode Island, has been engaged in the manufacture, sale, and distribution of reinforced paper products. During the 12-month period ending September 27, 1991, the Respondent sold and shipped from Slatersville, Rhode Island, goods valued in excess of \$50,000 directly to points outside the State of Rhode Island. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(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

Since about the 1950s, the Union has been the designated exclusive collective-bargaining representative of the employees in the following unit which was appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by the Respondent at its Slatersville, Rhode Island facility, but excluding general office and clerical employees, laboratory personnel, department heads, foremen, assistant foremen and supervisory personnel.

This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 8, 1989, to May 8, 1992. At all times since about the 1950s, the Union has been the exclusive collective-bargaining representative of the employees in the bargaining unit pursuant to Section 9(a) of the Act.

Since about August 6, 1991, and continuing to date, the Respondent has failed and refused to pay vacation benefits to employees as required under article IX of the 1989-1992 agreement.

Since about August 31, 1991, and continuing to 90 days after the layoff of employees, the Respondent has failed and refused to provide health insurance coverage for employees as required under article VII, sections F, H, I, and J of the 1989-1992 agreement.

These subjects relate to wages, hours, and other terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

CONCLUSIONS OF LAW

By its failure to honor all the terms and conditions of the 1989–1992 collective-bargaining agreement by its failure on and after August 6, 1991, to provide vacation benefits as required under article IX and by its failure on and after August 31, 1991, and continuing to 90 days after the layoff of employees, to provide health insurance coverage for employees as required under article VII, sections F, H, I, and J, 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 and to take certain affirmative action designed to effectuate the policies of the Act.

We shall order the Respondent to make all contractually required payments it failed to make since August 1991.

The Respondent shall also make its employees whole for any losses attributable to its failure to make the contractually required payments, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir. 1981). All payments to employees shall be made with interest to be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, Glas-Kraft, Inc., Slatersville, Rhode Island, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Local 14054, United Steelworkers of America, AFL–CIO–CLC, as the exclusive representative of its employees in the bargaining unit by failing on and after August 6, 1991, to provide vacation benefits as required under article IX and by failing on and after August 31, 1991, and continuing to 90 days after the layoff of employees, to provide health insurance coverage for employees as required under article VII, sections F,H,I, and J.

(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) Honor all the terms and conditions of the 1989–1992 collective-bargaining agreement with

the exclusive representative of the employees in the following appropriate unit:

All employees employed by the Respondent at its Slatersville, Rhode Island facility, but excluding general office and clerical employees, laboratory personnel, department heads, foremen, assistant foremen and supervisory personnel.

(b) Honor the terms of the 1989–1992 collective-bargaining agreement including making all required payments for vacation benefits pursuant to article IX and making all required payments for health insurance coverage pursuant to article VII, sections F,H,I, and J.

(c) Make unit employees whole for any loss of benefits or other expenses suffered as a result of the Respondent's failure to make the required vacations benefits and health insurance benefits payments.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts due under the terms of this Order.

(e) Post at its facility in Slatersville, Rhode Island, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for Region 1, 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.

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

¹ 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 collectively with Local 14054, United Steelworkers of America, AFL-CIO-CLC as the exclusive representative of the employees in the following bargaining unit:

All employees employed by the Respondent at its Slatersville, Rhode Island facility, but excluding general office and clerical employees, laboratory personnel, department heads, foremen, assistant foremen and supervisory personnel.

WE WILL NOT fail or refuse to honor all the terms of our 1989-1992 agreement with the Union by failing to provide vacation benefits as required under article IX and by failure to provide health

insurance coverage as required under article VII, sections F, H, I, and J.

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 honor all the terms of our 1989-1992 agreement with the Union.

WE WILL make all required payments for vacation benefits and health insurance coverage.

WE WILL make our unit employees whole for any loss of benefits or other expenses suffered as a result of our failure to make required payments for vacation benefits and health insurance coverage.

GLAS-KRAFT, INC.