

**Bristol Boat Company and United Steelworkers of America, AFL-CIO, CLC, Local Union 16031-14, Case 1-CA-29449(2)**

September 30, 1992

**DECISION AND ORDER**

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

Upon a charge filed by the Union on June 11, 1992, the General Counsel of the National Labor Relations Board issued a complaint on July 23, 1992, against Bristol Boat Company, 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 September 8, 1992, the General Counsel filed a Motion for Summary Judgment. On September 9, 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. 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**

Sections 102.20 and 102.21 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 the counsel for the General Counsel, by letter dated August 14, 1992, notified the Respondent that unless an answer was received by the Regional Office by the close of business on August 21, 1992, a Motion for Summary Judgment would be filed. No answer has been filed to date.

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 Bristol, Rhode Island, has been engaged in the manufacture and repair of boats. Annu-

ally, the Respondent in conducting its business operations, sells, ships, purchases, and receives at its Bristol, Rhode Island facility goods, products, materials, and supplies valued in excess of \$50,000 directly to and from points outside the State of Rhode Island. 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**

The following employees of the Respondent (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All production and maintenance employees, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

Since about 1970 and at all material times, the United Steelworkers of America, AFL-CIO, CLC, Local Union 16031-14 has been the designated exclusive collective-bargaining representative of the unit and since then the Union has been recognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 20, 1991, to May 20, 1994 (1991-1994 contract).

At all times since about 1970, based on Section 9(a) of the Act, the Union has been exclusive collective-bargaining representative of the unit.

About December 1991, the Respondent failed to continue in effect all the terms and conditions of the 1991-1994 contract by failing and refusing to remit to the Union the dues deducted from employee wages as required by article 3.1 of the 1991-1994 contract. The Respondent engaged in the conduct described above without the Union's consent.

The terms and conditions of employment, described above, are mandatory subjects for the purpose of collective bargaining.

**CONCLUSION OF LAW**

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1), Section 8(d), 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. Specifically, having found that the Respondent has failed since about December 1991 to continue in effect all the terms and conditions of the 1991-1994 contract by failing and refusing to remit to the Union the dues deducted from employee wages as required by article 3.1 of the 1991-1994 contract, we shall order the Respondent to cease and desist from such unlawful conduct, and to remit to the Union those dues that would have been remitted to the Union but for its unlawful failure and refusal to do so, with interest as computed under *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

#### ORDER

The National Labor Relations Board orders that the Respondent, Bristol Boat Company, Bristol, Rhode Island, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to continue in effect all the terms and conditions of the 1991-1994 contract by failing and refusing to remit to the Union the dues deducted from employee wages as required by article 3.1 of the 1991-1994 contract.

(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 collectively and in good faith with the representative of the employees in the Unit described below:

All production and maintenance employees, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

(b) Remit to the Union any dues deducted from employee wages since December 1991 as required by the 1991-1994 contract, as set forth in the remedy section of this decision.

(c) 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.

(d) Post at its facility in Bristol, Rhode Island, copies of the attached notice marked "Appendix."<sup>1</sup> Cop-

ies 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.

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

tions 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 to continue in effect all the terms and conditions of the 1991-1994 contract by failing and refusing to remit to the United Steelworkers of America, AFL-CIO, CLC, Local Union 16031-14 the dues deducted from employee wages as required by article 3.1 of the 1991-1994 contract.

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 collectively and in good faith with the representative of the employees in the unit described below:

All production and maintenance employees, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

WE WILL remit to the Union any dues collected from employee wages since December 1991, as required by the 1991-1994 contract.

BRISTOL BOAT COMPANY

<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 Rela-