

**Syracuse Electrical Contractors, Inc. and International Brotherhood of Electrical Workers, Local 43, AFL-CIO. Case 3-CA-17092**

November 30, 1992

**DECISION AND ORDER**

**BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND RAUDABAUGH**

Upon a charge filed by the Union May 18, 1992, the General Counsel of the National Labor Relations Board issued a complaint against Syracuse Electrical Contractors, Inc., the Respondent, alleging that it has violated Section (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 October 13, 1992, the General Counsel filed a Motion for Summary Judgment. On November 4, 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**

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 the Region, by letter dated September 11, 1992, notified the Respondent that unless an answer was received by September 18, 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 North Syracuse, New York, has been engaged in the providing of electrical contracting services. During the calendar year 1991, in conducting its business, the Respondent provided services valued in excess of \$50,000 for 5015 Campuswood Company,

an enterprise in the State of New York. In conducting its business in the 12 months preceding July 23, 1992, 5015 Campuswood Company derived gross revenues in excess of \$100,000, of which in excess of \$25,000 was derived from Travelers Insurance Company. Travelers is engaged in the insurance business throughout the United States. 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**

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 electrical workers employed by members of Central New York Chapter of N.E.C.A., Inc. and by employers who have authorized N.E.C.A., Inc. to bargain on their behalf, including the Respondent.

About August 1, 1986, the Respondent granted recognition to the Union as the exclusive bargaining representative of the unit by signing a Letter of Assent-A authorizing Central New York Chapter of N.E.C.A., Inc. as its collective-bargaining representative and thereby entering into a collective-bargaining agreement with the Union for the period August 1, 1986, until written notice is furnished by the Respondent to the Central New York Chapter of N.E.C.A., Inc. and to the Union at least 150 days prior to the then current anniversary date of the agreement, without regard to whether the majority status of the Union has ever been established under the provisions of Section 9 of the Act.

At no material time did the Respondent terminate its collective-bargaining relationship with the Union by giving the proper written notices as provided for in the Letter of Assent-A. In late December 1990, the Respondent orally reaffirmed being bound to the collective-bargaining agreement with the Union.

At all times since August 1, 1986, and during the term of the current collective-bargaining agreement, March 1, 1990, to May 31, 1993, based on Section 8(f) of the Act, the Union has been the exclusive representative for the purposes of collective bargaining of the employees in the unit.

Since about February 5, 1992, the Union, by letter, has requested that the Respondent furnish the Union with information (a copy of this request was attached to the complaint as Exhibit A) that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about February 19, 1992, the Respond-

ent has failed to respond to the Union's request for information.

#### CONCLUSIONS OF LAW

1. By failing and refusing to bargain with the Union by failing to furnish requested information necessary for, and relevant to, the Union's performance of its duties as the collective-bargaining representative of the unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) 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 to furnish the Union the information requested.

#### ORDER

The National Labor Relations Board orders that the Respondent, Syracuse Electrical Contractors, Inc., North Syracuse, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively and in good faith by failing and refusing to provide information requested by the International Brotherhood of Electrical Workers, Local 43, AFL-CIO, the Union, on February 5, 1992, which is necessary for, and relevant to, its performance of its function as the exclusive 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 collectively with the Union by furnishing the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees.

(b) Post at its facility in North Syracuse, New York, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Re-

gional Director for Region 3, 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.

#### 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.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail and refuse to bargain with International Brotherhood of Electrical Workers, Local 43, AFL-CIO, the Union, by refusing to provide information which is necessary for, and relevant to, its performance of its function as the exclusive 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 by furnishing information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees.

SYRACUSE ELECTRICAL CONTRACTORS,  
INC.

<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."