

J. H. Hogan, Inc. and KCK, Inc. and Lawrence J. McKenna. Case 34-CA-5938

March 24, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND RAUDABAUGH

Upon a charge filed by Lawrence J. McKenna (McKenna) on December 2, 1992, the General Counsel of the National Labor Relations Board issued a complaint on January 13, 1993, against J. H. Hogan, Inc. (Respondent Hogan) and KCK, Inc. (Respondent KCK), the Respondents, alleging that they have violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondents failed to file an answer.

On February 22, 1993, the General Counsel filed a Motion for Summary Judgment with the Board. On February 25, 1993, 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 Respondents 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 provide 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 Regional attorney, by letter dated February 3, 1993, notified the Respondents that unless an answer was received by close of business on February 12, 1993, 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

At all material times, Respondent Hogan and Respondent KCK, Connecticut corporations with offices and places of business in New Haven, Connecticut,

have been engaged as contractors in the building and construction industry.

At all material times, Respondent Hogan and Respondent KCK have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; and have held themselves out to the public as a single-integrated business enterprise. Based on its operations described above, Respondent Hogan and Respondent KCK, herein collectively called Respondents, constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

During the 12-month period ending December 31, 1992, Respondents, collectively and individually, in conducting their business operations performed services valued in excess of \$50,000 for Olin Corporation, a Virginia Corporation with an office and place of business in Cheshire, Connecticut. During the 12-month period ending December 31, 1992, Olin Corporation, in the course and conduct of its business operations, received at its Cheshire, Connecticut facility goods valued in excess of \$50,000 directly from points located outside the State of Connecticut.

We find that the Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the United Brotherhood of Carpenters and Joiners of America, Local 24 (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 Respondents (the unit) constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All Carpenters employed by the Respondents, excluding all other persons employed by the Respondents such as watchmen, guards, management employees, clerical employees, engineers, draftsmen, and supervisory personnel as defined in the Labor Relations Act of 1947, as amended.

About December 30, 1988, Respondent Hogan entered into a letter of agreement whereby it authorized the Labor Relations Division of the Associated General Contractors of Connecticut, Inc. (AGC) to represent it in bargaining with the Union and agreed to be bound by the collective-bargaining agreement effective April 5, 1989, through March 31, 1991.

About December 30, 1988, Respondent Hogan granted recognition to the Union as the exclusive collective-bargaining representative of the unit and since that date the Union has been recognized as such rep-

the manner set forth in the remedy section of this decision.

(c) Make whole unit employees for its failure, since June 30, 1992, to make contractually required contributions to the Connecticut Carpenter's Health Fund, the Connecticut State Council of Carpenters State-Wide Pension Plan, the Central Connecticut Carpenters' Local No. 24 Apprenticeship and Training Fund, and the Carpenters' Supplemental Pension Annuity Fund, in the manner set forth in the remedy section of this decision.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time-cards, 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 New Haven, Connecticut, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for Region 34, after being signed by the Respondents' authorized representative, shall be posted by the Respondents 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 Respondents 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 Respondents have 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 fail to continue in full force and effect all the terms and conditions of the 1991-1993 agreement by failing to forward dues deducted from employee wages to the United Brotherhood of Carpenters and Joiners of America, Local 24, and by failing to make all of the contractually required contributions to the Connecticut Carpenter's Health Fund, the Connecticut State Council of Carpenters State-Wide Pension Plan, the Central Connecticut Carpenters' Local No. 24 Apprenticeship and Training Fund, and the Carpenters' Supplemental Pension Annuity Fund.

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 continue in full force and effect all the terms and conditions of the 1991-1993 agreement by forwarding dues deducted from employee wages to the Union and make all of the contractually required contributions to the Connecticut Carpenter's Health Fund, the Connecticut State Council of Carpenters State-Wide Pension Plan, the Central Connecticut Carpenters' Local No. 24 Apprenticeship and Training Fund, and the Carpenters' Supplemental Pension Annuity Fund.

WE WILL remit all deducted dues to the Union that have not been forwarded to the Union since June 30, 1992, as provided in the collective-bargaining agreement.

WE WILL make whole unit employees for our failure to make all contractually required contributions to the Connecticut Carpenter's Health Fund, the Connecticut State Council of Carpenters State-Wide Pension Plan, the Central Connecticut Carpenters' Local No. 24 Apprenticeship and Training Fund, and the Carpenters' Supplemental Pension Annuity Fund since June 30, 1992.

J. H. HOGAN, INC. AND KCK, INC.