

**Chelsea Industries, Inc. and International Union,  
United Automobile, Aerospace and Agricultural  
Implement Workers of America (UAW),  
AFL-CIO. Case 7-CA-34712**

November 15, 1993

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND RAUDABAUGH

On July 19 and September 29, 1993, the General Counsel of the National Labor Relations Board issued a complaint and notice of hearing and amended complaint and notice of hearing, respectively, alleging that the Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act by refusing the Union's request to bargain following the Union's certification in Case 7-RC-19431. (Official notice is taken of the "record" in the representation proceeding as defined in the Board's Rules and Regulations, Secs. 102.68 and 102.69(g); *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer to the complaint and amended complaint, admitting in part and denying in part the allegations in the complaints.

On October 18, 1993, the General Counsel filed a Motion for Summary Judgment. On October 21, 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 Respondent filed a response.

**Ruling on Motion for Summary Judgment**

In its answer the Respondent denies its refusal to bargain, but attacks the validity of the certification on the basis of its objections to the election and the Board's unit determination in the representation proceeding.<sup>1</sup>

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor does it allege any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not

<sup>1</sup>The Respondent's answers deny a number of complaint allegations. None of these denials warrants a hearing as other record evidence establishes the General Counsel's allegations. Thus, the Respondent denied that the unit is appropriate for the purposes of collective bargaining notwithstanding that the unit is the same unit set forth in the Stipulated Election Agreement and is the same unit which was certified by the Board in the representation proceeding. In addition, the Respondent denies in general that the Union requested bargaining, notwithstanding the Respondent's letter dated June 1, 1993, in which it acknowledges receipt of the letter by its attorney in which the Union requested bargaining. In addition, we note that the Respondent did not contest these allegations in its response to the Motion for Summary Judgment.

raised any representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.<sup>2</sup>

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 Chelsea, Michigan, has been engaged in the manufacture and nonretail sale of formed wire products for car seats. During the calendar year ending December 31, 1992, the Respondent, in conducting its business operations, purchased and received at its Chelsea, Michigan facility goods valued in excess of \$50,000 directly from points located outside the State of Michigan. 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**

**A. *The Certification***

Following the rerun election<sup>3</sup> held October 11, 1991, the Union was certified on April 8, 1993, as the collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time production and maintenance employees, shipping and receiving employees, quality control employees and drivers employed by Respondent at its facility located at 320 N. Main, Chelsea, Michigan; but excluding all office clerical employees, guards and supervisors as defined in the Act.

The Union continues to be the exclusive representative under Section 9(a) of the Act.

**B. *Refusal to Bargain***

On or about April 26 and May 19, 1993, the Union orally, and on August 3, 1993, by letter, requested the Respondent to bargain. Since June 1, 1993, the Respondent has refused. We find that this refusal constitutes an unlawful refusal to bargain in violation of Section 8(a)(5) and (1) of the Act.

<sup>2</sup>Member Raudabaugh notes that he did not participate in the representation case proceeding.

<sup>3</sup>The Respondent denies that a rerun election was conducted on October 11, 1991. However, the record in the underlying representation proceeding clearly shows that the rerun election was held and that the Respondent filed objections thereto.

## CONCLUSION OF LAW

By refusing on and after June 1, 1993, to bargain with the Union as the exclusive collective-bargaining representative of employees in the appropriate unit 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, to bargain on request with the Union, and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by the law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), *enfd.* 328 F.2d 600 (5th Cir. 1964), *cert. denied* 379 U.S. 817 (1964); *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), *enfd.* 350 F.2d 57 (10th Cir. 1965).

## ORDER

The National Labor Relations Board orders that the Respondent, Chelsea Industries, Inc., Chelsea, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO, as the exclusive bargaining representative of the employees in the bargaining unit.

(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 with the Union as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment, and if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time production and maintenance employees, shipping and receiving employees, quality control employees and drivers employed by Respondent at its facility located at 320 N. Main, Chelsea, Michigan; but excluding all office clerical employees, guards and supervisors as defined in the Act.

(b) Post at its facility in Chelsea, Michigan, copies of the attached notice marked "Appendix."<sup>4</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, 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. November 15, 1993

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James M. Stephens, Chairman

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Dennis M. Devaney, Member

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John Neil Raudabaugh, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

<sup>4</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 refuse to bargain with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW), AFL-CIO, as the exclusive representative of the 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, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All full-time and regular part-time production and maintenance employees, shipping and receiving

employees, quality control employees and drivers employed by us at our facility located at 320 N. Main, Chelsea, Michigan; but excluding all office clerical employees, guards and supervisors as defined in the Act.

CHELSEA INDUSTRIES, INC.