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Morgan Artcraft Screenprint, Inc. and Sign, Pictorial and Display Union, Local 591, International Brotherhood of Painters and Allied Trades, AFL-CIO. Case 7-CA-36281

May 11, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND TRUESDALE

Upon a charge filed by the Union on August 19, 1994, the General Counsel of the National Labor Relations Board issued a complaint on January 31, 1995, against Morgan Artcraft Screenprint, 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 failed to file an answer.

On April 12, 1995, the General Counsel filed a Motion for Summary Judgment with the Board. On April 14, 1995, 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 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. In addition, the complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Region, by letter dated February 16, 1995, notified the Respondent that unless an answer was received by March 2, 1995, 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, the Respondent, a corporation with an office and place of business in Detroit, Michigan, has been engaged in the business of commercial silk screen printing. During the 12-month period ending December 31, 1994, the Respondent provided services valued in excess of \$50,000 to K-Mart Corporation, an enterprise directly engaged in interstate commerce. 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

At all material times Screen Printers Employer's Group (the Association) has been an organization composed of various employers engaged in silk screen printing, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with the Union.

At all material times the Respondent has been an employer-member of the Association described above, and has authorized the Association to represent it in negotiating and administering collective-bargaining agreements with the Union. The Union and the Respondent, as a member of the Association, are parties to a current collective-bargaining agreement effective from February 1, 1994, through January 31, 1995. The employees of the Respondent within the bargaining unit set forth in the agreement described above constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

Since at least February 1, 1985, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the unit and has since been recognized as such representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is described above. At all times since February 1, 1985, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

The collective-bargaining agreement referred to above provides, *inter alia*, for the Respondent to deduct dues levied by the Union from the wages of unit employees and pay the moneys to the Union.

Since about September 30, 1994, the Respondent has unilaterally and without agreement of the Union failed and refused to continue to apply the terms of the

collective-bargaining agreement described above by failing to pay to the Union dues deducted from the wages of the unit employees.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act, and has thereby 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. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by failing since September 30, 1994, to remit to the Union dues that have been deducted from the pay of its unit employees, we shall order the Respondent to remit such withheld dues to the Union, with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, Morgan Aircraft Screenprint, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with Sign, Pictorial and Display Union, Local 591, International Brotherhood of Painters and Allied Trades, AFL-CIO as the exclusive collective-bargaining representative of the unit employees by failing to remit to the Union dues which have been deducted from the paychecks of unit employees pursuant to valid dues-checkoff authorizations.

(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) Remit to the Union all dues that have been deducted from the pay of its unit employees and that have not been remitted since September 30, 1994, with interest, as set forth in the remedy section of this decision.

(b) 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 amount of backpay due under the terms of this Order.

(c) Post at its facility in Detroit, Michigan, copies of the attached notice marked "Appendix."¹ 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.

(d) 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. May 11, 1995

William B. Gould IV, Chairman

James M. Stephens, Member

John C. Truesdale, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

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 and refuse to bargain collectively with Sign, Pictorial and Display Union, Local 591, International Brotherhood of Painters and Allied Trades, AFL-CIO as the exclusive collective-bargaining representative of the unit employees by failing to remit to the Union dues which have been deducted from the paychecks of unit employees pursuant to valid dues-checkoff authorizations.

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 remit to the Union all dues that have been deducted from the pay of our unit employees and that have not been remitted since September 30, 1994, with interest.

MORGAN ARTCRAFT SCREENPRINT, INC.