

Hughes Christensen Company and United Steelworkers of America, AFL-CIO-CLC. Case 16-CA-17495

September 29, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS COHEN
AND TRUESDALE

Upon a charge filed on July 24, 1995, the General Counsel of the National Labor Relations Board issued a complaint on August 14, 1995, 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 and to furnish necessary and relevant information following the Union's certification in Case 16-RM-723. (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 admitting in part and denying in part the allegations in the complaint.

On August 25, 1995, the General Counsel filed a Motion for Summary Judgment. On August 29, 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. On September 12, 1995, the Respondent filed a response.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

In its answer the Respondent admits its refusal to bargain and to furnish information that is relevant and necessary to the Union's role as the bargaining representative, but attacks the validity of the certification on the basis of the Board's disposition of certain challenged ballots in the representation proceeding.

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding.¹ 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 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, and as the Respondent's answer admits that the Respondent has refused to bargain and to pro-

¹The Board's decision with respect to the challenged ballots is reported at 317 NLRB No. 90 (May 30, 1995).

vide necessary and relevant information to the Union, we grant the Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent is now, and has been at all times material, a corporation with a place of business located in Houston, Texas, where it is engaged in the manufacture of oil tool products.²

During the 12-month period preceding issuance of the complaint, a representative period, the Respondent, in the course and conduct of its business operations, purchased and received at its Houston, Texas facilities products, goods, and materials valued in excess of \$50,000 directly from points located outside the State of Texas. 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 election held October 30, 1992, the Union was certified on June 22, 1995, as the collective-bargaining representative of the employees in the following appropriate unit:

INCLUDED: All production and maintenance employees engaged in the manufacture of tool joints and roller cone rock bits at the Company's plant situated at 5425 Polk Avenue, Houston, Texas and the Company's plant situated at the Woodlands, Houston, Texas.

EXCLUDED: All clerical employees, technical and professional employees, guards, watchmen 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

In June 28, 1995, by letter, the Union requested the Respondent to meet and bargain and to furnish relevant and necessary information and, since July 14, 1995, the Respondent has refused. We find that this refusal constitutes an unlawful refusal to meet and bargain in violation of Section 8(a)(5) and (1) of the Act.

²In its answer the Respondent admits the allegations contained in par. 2 of the complaint that describe the nature of the Respondent's business, with the exception that it "is not a Delaware corporation, but it is an operating division of Baker Hughes Oilfield Operations, Inc., a California corporation."

CONCLUSION OF LAW

By refusing on and after July 14, 1995, to meet and bargain with the Union as the exclusive collective-bargaining representative of employees in the appropriate unit and to furnish the Union relevant and necessary information, 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. We also shall order the Respondent to furnish the Union the information requested.

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, Hughes Christensen Company, Houston, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with United Steelworkers of America, AFL-CIO-CLC as the exclusive bargaining representative of the employees in the bargaining unit, and refusing to furnish the Union information that is relevant and necessary to its role as the exclusive bargaining 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 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:

INCLUDED: All production and maintenance employees engaged in the manufacture of tool joints and roller cone rock bits at the Company's plant situated at 5425 Polk Avenue, Houston,

Texas and the Company's plant situated at the Woodlands, Houston, Texas.

EXCLUDED: All clerical employees, technical and professional employees, guards, watchmen and supervisors as defined in the Act.

(b) Furnish the Union the information that it requested on June 28, 1995.

(c) Post at its facility in Houston, Texas, copies of the attached notice marked "Appendix."³ Copies of the notice, on forms provided by the Regional Director for Region 16, 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.

³ 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 United Steelworkers of America, AFL-CIO-CLC as the exclusive representative of the employees in the bargaining unit, and WE WILL NOT refuse to furnish the Union information that is relevant and necessary to its role as the exclusive bargaining 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 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

INCLUDED: All production and maintenance employees engaged in the manufacture of tool joints and roller cone rock bits at our plant situated at 5425 Polk Avenue, Houston, Texas and

our plant situated at the Woodlands, Houston, Texas.

EXCLUDED: All clerical employees, technical and professional employees, guards, watchmen and supervisors as defined in the Act.

WE WILL furnish the Union with the information that it requested on June 28, 1995.

HUGHES CHRISTENSEN COMPANY