

**Accessory Control and Equipment Corporation and
Lodge 743, International Association of Ma-
chinists and Aerospace Workers, AFL-CIO.
Cases 1-CA-13514, 1-CA-14391, and 1-CA-
15479**

March 3, 1980

DECISION AND ORDER

**BY CHAIRMAN FANNING AND MEMBERS
PENELLO AND TRUESDALE**

On December 12, 1979, Administrative Law Judge Herbert Silberman issued the attached Decision in this proceeding. Thereafter, the General Counsel filed an exception and a supporting brief, and the Respondent filed a brief in opposition to the General Counsel's exception.¹

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exception and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.²

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Accessory Controls and Equipment Corporation, Windsor, Connecticut, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

¹ The Respondent and the General Counsel entered into a settlement of this case which the Administrative Law Judge has accepted in his Decision. The General Counsel now excepts, however, to the Administrative Law Judge's failure to include in his Decision a finding that the Respondent had agreed to the entry of a court decree enforcing, if necessary, the Board's Decision and Order in this case. While the record reveals that the Respondent conceded that it would have "no standing or right to contest the action of the Board" if the Board sought by court decree to enforce its Decision and Order, we nevertheless find that the parties did not agree to have said understanding included as part of the Administrative Law Judge's Decision and recommended Order. Accordingly, we find no merit in the General Counsel's exception.

² We have modified the Administrative Law Judge's notice to conform with his recommended Order.

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

WE WILL NOT tell any employee serving on the Union's negotiating committee that we will have the employee removed from said committee.

WE WILL NOT violate the physical property rights of the Union.

WE WILL NOT solicit the return of any strikers by promising them wages, hours, or terms and conditions that differ from those which we have offered to the Union as the collective-bargaining representative of our employees.

WE WILL NOT photograph any peaceful picket line.

WE WILL NOT refuse to bargain collectively in good faith with Lodge 743, International Association of Machinists and Aerospace Workers, AFL-CIO, concerning the hours, wages, and other terms and conditions of employment of the employees represented in the following appropriate unit:

All production and maintenance employees employed by us at our Windsor, Connecticut plant, or in any additions thereto, or in any plant newly-constructed or operated by Respondent, excluding only engineers, designers, draftsmen, secretaries, office and clerical workers, quality controllers, professionals, guards, supervisors, administrative and sales employees.

WE WILL NOT insist to a point of impasse upon concessions or agreements by the Union on proposals which are not mandatory subjects of bargaining.

WE WILL NOT refuse to discuss or explain contract proposals.

WE WILL NOT bypass Lodge 743, International Association of Machinists and Aerospace Workers, AFL-CIO, and negotiate directly and individually with our employees represented by the Union.

WE WILL NOT threaten our employees with reprisals or promise them awards in order to undermine the Union or destroy its majority status.

WE WILL NOT without the consent of the Union make a tape-recording of any collective-bargaining session or meeting at which officials of the Union are present.

WE WILL NOT condition negotiations upon the removal of any union official from the Union's negotiating committee.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the Act.

WE WILL offer to the following employees full, unconditional, and immediate reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights, privileges, or benefits and WE WILL make such employees whole for any losses they may have suffered by reason of our failure to reinstate them:

David Baran	Lester Norrie, Jr.
Richard Boivan	Vladislav Nykliczk
Gerard Bouchard	Zigmund Olszewski
Joseph Carcia, Jr.	Bruce Oewn
Albert Ciccarelli	Italo Pardi
Jose Maria	Robert Rollins
Ferreira	Frederick Shubert
Burton Hollings-	Jack Smith
head, Jr.	Joseph Sousa
Harvey Jensen	Elmer Weirs
Rinaldo Magliano	Chester Wronski

WE WILL bargain collectively with the above-named Union as the exclusive bargaining representative of the employees in the unit described above by meeting at reasonable times and conferring in good faith with respect to wages, hours, and other terms and conditions of employment and, if an agreement is reached, embody it in a signed contract.

ACCESSORY CONTROLS AND EQUIPMENT CORPORATION

DECISION

STATEMENT OF THE CASE

HERBERT SILBERMAN, Administrative Law Judge: Upon charges and amended charges of unfair labor practices filed on August 22, 1977, April 24, 1978, January 17, 1979, and April 23, 1979, by Lodge 743, International Association of Machinists and Aerospace Workers, AFL-CIO, herein called the Union, there were issued on May 25, 1979, an order consolidating cases and an amended complaint alleging that the Respondent, Accessory Controls and Equipment Corporation, herein called the Company, has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1), (3), and (5) of the National Labor Relations Act, as amended. A hearing in this proceeding was held in East Windsor, Connecticut, on November 26 and 27, 1979. For the reasons set forth below, the hearing was closed before all

evidence bearing upon the issues in litigation had been offered.

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, a Connecticut corporation, which maintains its principal office and place of business in Windsor, Connecticut, is engaged at its plant in the manufacture, sale, and distribution of aircraft ground controls and related products. In the course and conduct of its business Respondent annually ships goods valued in excess of \$50,000 through channels of interstate commerce from its Connecticut facility to points outside the State and annually receives goods valued at in excess of \$50,000 which are shipped to its Connecticut plant through channels of interstate commerce directly from points outside the State of Connecticut. I find that Respondent is an employer within the meaning of Section 2(2) of the Act engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Lodge 743, International Association of Machinists and Aerospace Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ISSUES

The amended complaint, as further amended at the hearing, alleges, in substance, that: (a) Since July 12, 1977, following the expiration of a 3-year collective-bargaining agreement on June 25, 1977, the Company unlawfully has refused to bargain collectively with the Union which has been the duly designated exclusive representative of an appropriate unit of its employees since July 9, 1959; (b) on June 27, 1977, employees in the collective-bargaining unit represented by the Union went on strike, which strike was prolonged by the unfair labor practices described in the complaint; (c) since December 11, 1977, Respondent has refused to reinstate employees who went on strike to their former or substantially equivalent positions of employment, although an unconditional offer to return to work was made on their behalf by the Union; and (d) by the foregoing and other conduct set forth in the complaint the Company has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

IV. DISPOSITION OF THE CASE

On November 27, 1979, the second day of the hearing, as of which time General Counsel had not yet finished presenting his case-in-chief, Respondent, while asserting that it had not engaged in any of the alleged unfair labor practices but in order to dispose of the pending proceeding (Cases 1-CA-13514, 1-CA-14391, 1-CA-15479), offered to settle this case by withdrawing its answer, subject, however, to the condition that the recommended Order and notice set forth below will be the Order and notice issued herein. Respondent's offer of settlement includes backpay payments to the employees named in the amended complaint in the amounts set forth below and

its undertaking to comply with the terms and conditions of the Decision and recommended Order hereinafter set forth. After consideration of Respondent's offer counsels for the General Counsel and the Charging Party accepted the same. Upon consideration of the proceeding before me, I find that the settlement proposal is fair and equitable, will promote the administration of the Act, and will effectuate the policies of the Act. In accordance with the procedure agreed upon at the hearing, Respondent has withdrawn its answer to the complaint in this consolidated case.

As the Respondent has withdrawn its answer to the complaint, the allegations thereof are deemed admitted. (It is understood that the admissions are for the limited purpose of giving the Administrative Law Judge and the Board the necessary authority and jurisdiction to issue this Decision and Order and to enforce the terms and provisions hereof. By its admissions herein, Respondent shall not be deemed to have admitted for any other purpose that it has engaged in any of the unfair labor practices alleged in the amended complaint.)

V. THE ALLEGED UNFAIR LABOR PRACTICES

Respondent having withdrawn its answer, I find that Respondent has engaged in the alleged unlawful conduct set forth in the amended complaint herein.

VI. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent, set forth above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VII. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

The compensable losses suffered by the employees, who are named in the amended complaint, in accordance with the terms of the settlement agreement, are the sums hereinafter ordered to be paid to each of them.

Upon the basis of the foregoing findings of fact and upon the entire record in this case, I make the following:

CONCLUSIONS OF LAW

1. By failing to bargain collectively with the Union as the exclusive representative of its employees in a unit appropriate for collective bargaining, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

2. By refusing to reinstate employees who went on strike to their former positions, or to substantially equivalent positions of employment, although an unconditional offer to return to work was made on their behalf, Respondent has engaged in and is engaging in unfair labor

practices within the meaning of Section 8(a)(3) of the Act.

3. By reason of the foregoing and other conduct set forth in the complaint, Respondent has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact, conclusions of law, the entire record in this case, and the agreement of settlement entered into upon the record in this case between counsel for Respondent, counsel for the General Counsel, and counsel for the Charging Party, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER¹

The Respondent, Accessory Control and Equipment Corporation, Windsor, Connecticut, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Telling any employee serving on the Union's negotiating committee that it would have the employee removed from said committee.

(b) Violating the physical property rights of the Union.

(c) Soliciting the return of any strikers by promising them wages, hours, or terms and conditions that differ from those which it has offered the Union as the collective-bargaining representative of its employees.

(d) Photographing employees engaged in peaceful picketing.

(e) Refusing to bargain collectively in good faith with the Union with respect to wages, hours, and other terms and conditions of employment of employees in the following appropriate unit:

All production and maintenance employees employed by Respondent at its Windsor, Connecticut plant, or in any additions thereto, or in any plant newly-constructed or operated by Respondent, excluding only engineers, designers, draftsmen, secretaries, office and clerical workers, quality controllers, professional, guards, supervisors, administrative and sales employees.

(f) Insisting to the point of impasse upon concessions or agreements by the Union or proposals which are not mandatory subjects of bargaining.

(g) Refusing to discuss or explain contract proposals.

(h) Bypassing the Union and bargaining directly and individually with employees in the unit described above

¹ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

concerning rates of pay, wages, hours, and other terms and conditions of employment.

(i) Threatening employees with reprisals and offering them rewards and benefits in order to undermine the Union and destroy its majority status.

(j) Without the consent of the Union, making a tape-recording of any collective-bargaining session or meeting at which officials of the Union are present.

(k) Conditioning negotiations upon the removal of a union official from the Union's negotiating committee.

(l) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Lodge 743, International Association of Machinists and Aerospace Workers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from such activities.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act, as amended:

(a) Offer to the following employees full and immediate reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any losses they may have suffered by reason of Respondent's failure to reinstate them as of December 11, 1978, by payment to them of the aggregate amount of \$23,000 which will be distributed to them in such individual amounts as the Regional Director for Region 1 shall advise Respondent (such payments less deductions required by law will be made no later than 1 week after receipt of the Regional Director's advice or on December 27, 1979, whichever date is the later):

David Baran
Richard Boivan

Lester Norrie, Jr.
Vladislav Nykliczk

Gerard Bouchard
Joseph Carcia, Jr.
Albert Ciccarelli
Jose Maria
Ferreira
Burton Hollings-
head, Jr.
Harvey Jensen
Rinaldo Magliano

Zigmund Olszewski
Bruce Oewn
Italo Pardi
Robert Rollins
Frederick Shubert
Jack Smith
Joseph Sousa
Elmer Weirs
Chester Wronski

(b) Bargain collectively with the Union as the exclusive bargaining representative of the employees in the unit described above by meeting at reasonable times and conferring in good faith with respect to wages, hours, and other terms and conditions of employment and, if agreement is reached, embody it in a signed contract.

(c) Post at its place of business at 805 Bloomfield Avenue, Windsor, Connecticut, copies of the attached notice marked "Appendix."² Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 1, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

² In the event that 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."