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The Artglo Company and Sheet Metal Workers International Association Local 24, AFL-CIO.
Case 9-CA-45528

September 17, 2010

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS PEARCE
AND HAYES

The Acting General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by the Union on March 31, 2010, the General Counsel issued the complaint on June 2, 2010, against The Artglo Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On July 16, 2010, the Acting General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on July 19, 2010, 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 Default Judgment

Section 102.20 of the Board's Rules and Regulations provides 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 stated that unless an answer was filed by June 16, 2010, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the Acting General Counsel's motion disclose that the Region, by letter dated June 21, 2010, addressed to the Respondent's counsel, notified the Respondent that unless an answer was received by June 24, 2010, a motion for default judgment would be filed. By letter dated July 9, 2010, addressed to the Respondent's president, the Region again notified the Respondent of its obligation to file an answer and the consequences for failing to do so. The Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file a timely answer, we grant the Acting General Counsel's Motion for Default 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 Columbus, Ohio, the Respondent's facility, has been engaged in the design and production of signage and other display products at its Columbus, Ohio facility.

During the 12-month period preceding issuance of the complaint, the Respondent, in conducting its operations described above, purchased and received at its Columbus, Ohio facility goods valued in excess of \$50,000 directly from points outside the State of Ohio.

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 Sheet Metal Workers International Association Local 24, AFL-CIO, 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, the following individuals held the position set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

| | | |
|-----------------|---|------------|
| Dale W. Beavers | - | President |
| Grant Beavers | - | Supervisor |

All employees employed by the Respondent, as set forth in article I of the collective-bargaining agreement described below, the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

Since about April 1, 2008, following the merger of the Union and Sheet Metal Workers International Union Local 287, the Union has been the designated exclusive collective-bargaining representative of the unit and since then, the Union has been recognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms from June 28, 2008 through June 28, 2009.

Prior to the terms of the most recent collective-bargaining agreement, Sheet Metal Workers International Union Local 287 had been the designated exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms from January 1, 2007 through June 28, 2008.

At all times since at least April 2008, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about December 2, 2009, by letters dated December 2 and 31, 2009, and March 4, 2010, the Union has requested that the Respondent furnish it with the information referred to in the attachments to the complaint.¹

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about December 2 and 31, 2009 and March 4, 2010, the Respondent has failed and refused to furnish the Union with the information requested by it as set forth above.

¹ These letters are attached to the complaint as attachments A, B, and C. The complaint and its attachments are attached to the Acting General Counsel's motion as part of the motion's exhibits A and B.

In the letter dated December 2, 2009, directed to the Respondent's president, the Union requested the following information:

1. Please describe the current status of Artglo's operations, including whether any production work is currently in progress and, if so, who is performing that work. Please also identify, by name and job title, all employees, whether in management or in other positions, who currently are working.
2. Please describe the Company's current plans regarding production, including whether it intends to resume production (and, if so, when) and whether it intends to recall any of the bargaining unit members (and, if so, when and how many). If Artglo intends to shut down its operations permanently, please indicate this.
3. Please state whether in fact any of the Company's bank accounts have been "frozen" or subjected to any liens or attachments and, if so, identify the entity that caused this action and the claimed legal basis for it.
4. Please state when the employees can expect to be able to deposit their last paychecks or to obtain replacement checks. The Union requests that Artglo reimburse any employees who were assessed fees by their banks or other parties because of the dishonoring of their checks; please confirm that the Company will do so.
5. Please identify the current status of the employees' health insurance coverage—that is, whether it is currently in force and the date it ended or will end—and indicate whether the employees are eligible for continuation of coverage after their lay-off under COBRA. Please also provide the Union with the name and contact information (telephone number, address and e-mail address) of the appropriate administrator of the health insurance plan.

In the December 31, 2009 letter, directed to the Respondent's counsel, the Union stated, *inter alia*, that the Respondent had never replied to the Union's December 2 information request asking about the reasons for the closure of Artglo's operations, its future plans, and when employees could expect to be paid. In the letter dated March 4, 2010, directed to the Respondent's counsel, the Union generally reiterated its previous requests and specifically requested again that the Respondent "provide, in writing, an identification of the amounts owed to each individual employee for unpaid wages and benefits through the date of the closing [of the Respondent's business]."

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices affect commerce within the meaning of 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 and refusing to furnish the Union with relevant and necessary information, we shall order the Respondent to provide the Union with the information requested on December 2 and 31, 2009, and March 4, 2010.

ORDER

The National Labor Relations Board orders that the Respondent, The Artglo Company, Columbus, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with Sheet Metal Workers International Association Local 24, AFL-CIO, as the exclusive collective-bargaining representative of the unit employees by failing and refusing to furnish the Union with requested information that is relevant and necessary to its role as the exclusive collective-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) Furnish the Union with the information requested on December 2 and December 31, 2009, and March 4, 2010.

(b) Within 14 days after service by the Region, post at its facility in Columbus, Ohio, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 9,

² 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."

after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 2, 2009.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. September 17, 2010

Wilma B. Liebman, Chairman

Mark Gaston Pearce, Member

Brian E. Hayes, Member

(SEAL) 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 Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Sheet Metal Workers International Association Local 24, AFL-CIO, as the exclusive collective-bargaining representative of our unit employees by failing and refusing to furnish the Union the information it requested that is relevant and necessary to its role as the exclusive collective-bargaining representative of our 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 furnish the Union with the information it requested on December 2 and 31, 2009, and March 4, 2010.

THE ARTGLO COMPANY