

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

ONE STOP KOSHER SUPERMARKET, INC.

and

Case 29-CA-30426

**LOCAL 338, RETAIL, WHOLESALE
AND DEPARTMENT STORE UNION,
UNITED FOOD AND COMMERCIAL WORKERS**

DECISION AND ORDER

Statement of the Case

On February 16, 2011, One Stop Kosher Supermarket, Inc. (the Respondent), Local 338, Retail, Wholesale and Department Store Union, United Food and Commercial Workers (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

At all material times, the Respondent, a domestic corporation, with its principal office and place of business located at 98 Rutledge Street, Brooklyn, New York, the Brooklyn facility, has been engaged in the operation of a retail grocery store.

During the past twelve-month period, which period is representative of its annual operations in general, the Respondent, in the course and conduct of its business operations described above, has:

- (a) derived gross annual revenues in excess of \$500,000; and
- (b) purchased and received goods and materials valued in excess of \$5,000 directly from suppliers located outside the State of New York.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The following employees of the Respondent, the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time clerks and delivery persons, employed by Respondent at its Brooklyn facility, but excluding all cashiers, clericals, managers, guards and supervisors as defined in Section 2(11) of the Act.

On about May 27, 2009, the Respondent recognized the Union as the exclusive collective-bargaining representative of the unit.

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

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, One Stop Kosher Supermarket, Inc., Brooklyn, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively and in good faith with the Union as the recognized exclusive collective-bargaining representative of employees in the following unit:

All full-time and regular part-time clerks and delivery persons, employed by Respondent at its Brooklyn facility, but excluding all cashiers, clericals, managers, guards and supervisors as defined in Section 2(11) of the Act.

(b) Engaging in the following conduct while meeting with the Union for the purpose of collective bargaining:

- 1) Delaying bargaining by refusing to meet and negotiate with the Union on a regular basis;
- 2) Appearing at bargaining sessions not prepared to engage in meaningful bargaining;
- 3) Canceling scheduled bargaining sessions, or changing the meeting times or locations at the last minute, absent an emergency;
- 4) Failing to schedule bargaining sessions or offering the Union dates for bargaining after promising to do so;
- 5) Unduly delaying in notifying the Union of its inability to pay increases while bargaining with the Union; and
- 6) Threatening to close its business if the Union filed NLRB charges about its conduct at the bargaining table.

(c) Refusing to provide information to the Union that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of the unit employees.

(d) In any other manner frustrating employees' exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit employees concerning terms and conditions of employment.

(b) Provide the Union with the following information that it requested:

- 1) Corporate documents that prove the Respondent changed its name to Williamsburg Mini Market.
- 2) Documents related to the Respondent's method of paying its workers before the alleged change in name to Williamsburg Mini Market, including but not limited to, payroll journals, general ledgers, and copies of paychecks and receipts for the period May 27, 2009 to the date the Respondent began making deductions.
- 3) Documents related to the bakery and fish departments at the Respondent's store which show that they are owned and operated by an entity unrelated to the Respondent, including but not limited to lease agreements and other business contracts.

(c) Post in conspicuous places at the Respondent's facility and all places where notices to employees are customarily posted, copies of the attached Notice to

Employees marked "Appendix." Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by the Respondent's representative, shall be posted by the Respondent, and be maintained by the Respondent for sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent to ensure that such notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 29, by sworn affidavit of a responsible official of the Respondent, within 20 days from the approval of this Stipulation by the Board, what steps it has taken to comply therewith.

Dated, Washington, D.C. , April 12, 2011.

Wilma B. Liebman, Chairman

Craig Becker, Member

Mark Gaston Pearce, 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

Pursuant to a stipulation providing for a Board order and a consent judgment of any appropriate United States Court of Appeals

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 refuse to bargain with Local 338, Retail, Wholesale and Department Store Union, United Food and Commercial Workers (the Union), collectively and in good faith, as the recognized exclusive collective-bargaining representative of employees in the following unit, (the Unit):

All full-time and regular part-time clerks and delivery persons, employed by Respondent at its Brooklyn facility, but excluding all cashiers, clericals, managers, guards and supervisors as defined in Section 2(11) of the Act.

WE WILL NOT engage in the following conduct while meeting with the Union for the purpose of collective bargaining:

- Delaying bargaining by refusing to meet and negotiate with the Union on a regular basis.
- Appearing at bargaining sessions not prepared to engage in meaningful bargaining.
- Canceling scheduled bargaining sessions, or changing the meeting times or locations of the bargaining sessions at the last minute, absent an emergency.
- Failing to schedule bargaining sessions or offering the Union dates for bargaining after promising to do so.
- Unduly delaying in notifying the Union of our inability to pay increases while bargaining with the Union.

- Threatening to close our business if the Union filed NLRB charges about our conduct at the bargaining table.

WE WILL NOT refuse to provide information to the Union that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of the unit employees.

WE WILL NOT, in any other manner, frustrate employees' exercise of their rights guaranteed in Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit employees concerning terms and conditions of employment.

WE WILL provide the Union with the following information that it requested:

1. Corporate documents that prove the Respondent changed its name to Williamsburg Mini Market.
2. Documents related to the Respondent's method of paying its workers before the alleged change in name to Williamsburg Mini Market, including but not limited to, payroll journals, general ledgers, and copies of paychecks and receipts for the period May 27, 2009 to the date the Respondent began making deductions.
3. Documents related to the bakery and fish departments at the Respondent's store which show that they are owned and operated by an entity unrelated to the Respondent, including but not limited to lease agreements and other business contracts.

ONE STOP KOSHER SUPERMARKET, INC.

(Employer)

DATE: _____

BY: _____
 (Representative) (Title)