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**SK USA Shirts and Local 947, USWU, I.U.J.A.T. Case
22-CA-087198**

March 8, 2013

DECISION AND ORDER

**BY CHAIRMAN PEARCE AND MEMBERS GRIFFIN
AND BLOCK**

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 and an amended charge filed by Local 947, USWU, I.U.J.A.T., the Union, on August 14, and September 12, 2012, respectively, the Acting General Counsel issued the complaint on November 30, 2012, against SK USA Shirts, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On January 23, 2013, the Acting General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on January 24, 2013, 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.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a 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 received by December 14, 2012, 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 December 28, 2012, notified the Respondent that unless an answer was received by January 4, 2013, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and 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 has been a corporation with an office and place of business in Garfield, New Jersey (the Respondent's facility), and has been engaged in the operation of a commercial laundry. During the 12-month period preceding the issuance of the complaint, the Respondent, in conducting its business operations described above, purchased and received at its Garfield, New Jersey facility goods valued in excess of \$50,000 directly from points outside the State of New Jersey.

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

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 production and maintenance employees employed by the Employer at its Garfield, New Jersey facility, except supervisors, guards and watchmen, as defined in the National Labor Relations Act.

Since about 2005, and at all material times, the Respondent has recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from June 1, 2007, to May 31, 2013 (the agreement).

At all times since about 2005, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about February 14, 2012, the Respondent failed to continue in effect all the terms and conditions of the agreement by ceasing to remit dues payments to the Union.

The subject set forth above, relates to wages, hours, and other terms and conditions of employment of the unit and is a mandatory subject for the purpose of collective bargaining.

The Respondent engaged in the conduct described above without the Union's consent.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively with the

exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting 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 has violated Section 8(a)(5) and (1) by failing to continue in effect all the terms and conditions of employment of the unit as set forth in the June 1, 2007, to May 31, 2013 agreement, by ceasing to remit dues payments to the Union since February 14, 2012, we shall order the Respondent to remit such dues to the Union, plus interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1171 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

ORDER

The National Labor Relations Board orders that the Respondent, SK USA Shirts, Garfield, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with Local 947, USWU, I.U.J.A.T. as the exclusive collective-bargaining representative of the employees in the following appropriate unit by failing to continue in effect all the terms and conditions of employment of the unit as set forth in the June 1, 2007, to May 31, 2013 collective-bargaining agreement, by failing to remit dues payments to the Union since February 14, 2012. The unit is:

All production and maintenance employees employed by the Employer at its Garfield, New Jersey facility, except supervisors, guards and watchmen, as defined in the National Labor Relations Act.

(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, as required by the 2007–2013 agreement, all dues that have not been remitted since February 14, 2012, with interest, in the manner set forth in the remedy section of this decision.

(b) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for

good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount due under the terms of this Order.

(c) Within 14 days after service by the Region, post at its facility in Garfield, New Jersey, copies of the attached notice marked “Appendix.”¹ Copies of the notice, on forms provided by the Regional Director for Region 22, 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. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. 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 February 14, 2012.

(d) 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. March 8, 2013

Mark Gaston Pearce, Chairman

Richard F. Griffin, Jr., Member

Sharon Block, 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 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 Local 947, USWU, I.U.J.A.T. as

the exclusive collective-bargaining representative of the employees in the following unit by failing to continue in effect all the terms and conditions of employment of the unit as set forth in the June 1, 2007, to May 31, 2013 agreement, by ceasing to remit dues payments to the Union. The unit is:

All production and maintenance employees employed by us at our Garfield, New Jersey facility, except supervisors, guards and watchmen, as defined in the National Labor Relations Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL remit to the Union dues that have not been remitted since February 14, 2012, with interest.

SK USA SHIRTS