

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

**CERVERA AUTOMOTIVE GROUP LLC
d/b/a VERACOM FORD**

and

**Cases 20-CA-095744
20-CA-101383
20-CA-104828**

**MACHINISTS DISTRICT LODGE 190,
MACHINISTS LOCAL LODGE NO. 1414**

DECISION AND ORDER

Statement of the Cases

On September 13, 2013, Cervera Automotive Group LLC d/b/a Veracom Ford (the Respondent), Machinists District Lodge 190, Machinists Local Lodge No. 1414 (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. 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.

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

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

The Respondent, a California limited liability company with an office and place of business in San Mateo, California, has been engaged in the business of selling and servicing automobiles.

During the 12 months preceding the execution of the formal Settlement Stipulation, the Respondent, in conducting its operations, derived gross revenues in excess of \$500,000 and purchased and received goods or services valued in excess of \$5,000, which originated from points outside the State of California.

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

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

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, Cervera Automotive Group LLC d/b/a Veracom Ford, San Mateo, California, its officers, agents, successors and assigns, shall

1. Cease and desist from

(a) Refusing to bargain in good faith with Machinists District Lodge 190, Machinists Local No. 1414 (the Union) as the exclusive collective-bargaining representative of the employees in the following bargaining unit (the Unit):

All full-time and regular part-time Service Advisors and Technicians employed by the Employer at its facility located at 790 North San Mateo Dr., San Mateo, California; excluding all other employees, managers, guards, and supervisors as defined by the Act.

(b) Refusing to provide the Union with information it requests that is relevant and necessary to its role as the bargaining representative of the employees.

(c) Unreasonably delaying in providing information to the Union that is relevant and necessary to its role as the bargaining representative of the employees.

(d) Engaging in overall bad faith bargaining by engaging in bargaining tactics designed to delay and frustrate bargaining, such as cancelling negotiation sessions without good cause and refusing to reschedule those sessions, failing to schedule more than one meeting per month, failing to bring representatives to the table with sufficient knowledge of the bargaining unit and with sufficient authority to bind the Respondent to contract language, and presenting proposals that lack substantive economic provisions and/or would leave employees with fewer rights than they would have without a contract.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their Section 7 rights.

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

(a) Provide the Union with the following information that it has previously requested:

- (i) The phone numbers for all Unit employees dating back to July 7, 2012.
- (ii) Signed and dated policy documents for all Unit employees dating back to July 7, 2012.
- (iii) Summary Plan Description and 5500 reports for all health and welfare plans.
- (iv) Information relating to the circumstances under which Gil Ruiz left his employment with the Respondent.
- (v) Time and payroll records for all Unit employees dating back to July 7, 2012.

(b) Bargain with the Union as the exclusive collective-bargaining representative of the unit employees at reasonable times and in good faith until a full agreement or a bona fide impasse is reached, and, if an understanding is reached, incorporate such understanding in a written agreement.¹

(c) Unless the Union agrees otherwise, bargain for a minimum of 24 hours per month in sessions that are no less than six (6) hours in length and submit bargaining progress reports every fifteen (15) days to the Compliance Officer of Region 20, serving copies thereof on the Union.

(d) Within 14 days of service by the Region, post at its facility located at 790 North San Mateo Dr., San Mateo, California (Respondent's facility) copies of the attached Notice (Notice) marked "Appendix A." Copies of the Notice, on forms provided by Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for sixty (60) consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps 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 July 7, 2012.

(e) The Respondent will hold a meeting or meetings, scheduled to ensure the widest possible attendance of employees on each shift, at which time the Respondent's owner, Robert Branzuela, will read the Notice to the employees. The reading will take place in the presence of a Board agent of the National Labor Relations Board. The

¹ The parties have agreed that the certification year will be extended by six (6) months to June 12, 2014.

reading will take place at a time and location when the Respondent would customarily hold meetings and must be completed before the sixty (60) day Notice posting period has expired. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner that the Respondent normally announces meetings and must be approved by the Regional Director.

(f) Within twenty (20) days of the issuance of the Board's Order, file with the Regional Director of Region 20 of the Board a sworn affidavit from a responsible official describing with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including the locations of the posted documents.

Dated, Washington, D.C., November 12, 2013.

KENT Y. HIROZAWA, MEMBER

HARRY I. JOHNSON, III, MEMBER

NANCY SCHIFFER, MEMBER

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

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 a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT, upon request, refuse to bargain in good faith with Machinists District Lodge 190, Machinists Local Lodge No. 1414 (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full and regular part-time Service Advisors and Technicians employed by the Employer at its facility located at 790 North San Mateo Dr., San Mateo, California; excluding all other employees, managers, guards, and supervisors as defined in the Act.

WE WILL NOT engage in bargaining tactics designed to delay and frustrate bargaining, such as cancelling negotiation sessions without good cause and refusing to reschedule those sessions, failing to schedule more than one meeting per month, failing to bring representatives to the table with sufficient knowledge of the bargaining unit and with sufficient authority to bind Respondent to contract language, and presenting proposals that lack substantive economic provisions and/or would leave employees with fewer rights than they would have without a contract.

WE WILL NOT fail or refuse to provide the Union with information it requests that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL, unless agreed to otherwise by the Union, bargain with the Union for a minimum of 24 hours per month in sessions that are no less than six (6) hours in length and submit written bargaining progress reports every fifteen (15) days to the Compliance Officer of Region 20, serving copies thereof on the Union.

WE WILL provide the Union with the information it requested on about November 8, 2012 and the information it requested subsequently during negotiations.

CERVERA AUTOMOTIVE GROUP LLC
d/b/a VERACOM FORD
(Employer)

DATE: _____ BY: _____
(Representative) (Title)