



United States Government
NATIONAL LABOR RELATIONS BOARD
Region Four
615 Chestnut Street - Seventh Floor
Philadelphia, PA 19106-4404

August 15, 2012

Lester A. Heltzer, Executive Secretary e-filed
National Labor Relations Board
1099 14th Street, N.W.
Washington, DC 20570

Re: Crystal Soda Water Company
 Case 04-CA-038046

Dear Executive Secretary Heltzer:

Enclosed please find an original and copy of Counsel for the Acting General Counsel's Motion for Default Judgment (including attachments thereto) in the above-referenced case.

Copies of the above Motion have been served this day on the persons below by first class mail or by e-mail.

Very truly yours,

Margarita Navarro-Rivera
Counsel for the Acting General Counsel

cc:
Louis Kahanowicz, Crystal Soda Water Company, P.O. Box 406, Scranton, PA 18501-0406
Patrick Casey, Esquire, prc@elliottgreenleaf.com

DF/LW

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

CRYSTAL SODA WATER COMPANY,
INC.

and

Case 04-CA-039046

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 229

MOTION FOR DEFAULT JUDGMENT

Counsel for the Acting General Counsel, pursuant to Sections 102.24, 102.50 and 102.56 of the Rules and Regulations of the National Labor Relations Board, herein called the Rules and the Board, respectively, hereby moves for Default Judgment and requests the Board to transfer, and continue before the Board, the Compliance Specification issued herein and the proceedings related thereto. In support of the Motion, Counsel for the Acting General Counsel avers as follows:

1. On November 10, 2011, the Board issued its Decision and Order in the above-captioned case (357 NLRB No. 110), directing Crystal Soda Water Company, Inc., herein called Respondent, its officers, agents, successors and assigns to, inter alia:

A. Pay the unit employees their normal wages when in Respondent's employ until the occurrence of the earliest of the following conditions: (1) the date Respondent bargains to agreement with International Brotherhood of Teamsters, Local 229, herein the Union; (2) the date a bona fide impasse in bargaining occurs; (3) the failure of the Union to request bargaining within five business days after receipt of the Board's Order, or to commence negotiations within five business days after receipt of Respondent's notice of its desire to bargain with the Union; or (4) the subsequent failure to bargain in good faith, but in no event shall the sum paid to any of these employees exceed the amount that he or she would have earned as wages from the date of the relocation to the time he or she

secured equivalent employment; provided, however, that in no event shall this sum be less than these employees would have earned for a two-week period at the rate of their normal wages when last in Respondent's employ, with interest, herein called the *Transmarine*¹ remedy;

B. Make whole the unit employees for any loss of earnings and other benefits resulting from Respondent's failure to pay them accrued holiday pay and vacation pay since the fall of 2010, as required by Articles 5 and 6 of Respondent's collective bargaining agreement with the Union which was effective by its terms from April 1, 2008 through March 31, 2011, herein the Agreement, with interest; and

C. Make the contractually required health insurance premiums that were not made since fall of 2010 on behalf of the unit employees, with interest, and make whole the unit employees for any expenses resulting from Respondent's failure to make the health insurance premiums, as required by Article 15 of the Agreement, with interest.

2. On June 29, 2012, the Regional Director for the Fourth Region of the Board issued a Compliance Specification and Notice of Hearing in this matter, herein called the Specification, directing Respondent to file an answer to the Specification within 21 days from the service thereof, as required by Section 102.56 of the Rules. The hearing on the Specification, which had been scheduled for September 24, 2012, has been postponed indefinitely. A copy of the Specification, the Affidavit of Service thereof, and the United Postal Service Track & Confirm form showing delivery of the Specification are attached hereto as Exhibits 1, 2 and 3, respectively.

3. By letter dated August 7, 2012, Respondent was advised that its answer to the Specification had not been received and that, unless Respondent filed its answer by August 14, 2012, the instant Motion would be filed. A copy of the letter is attached hereto as Exhibit 4.

4. Respondent has failed to file any answer to the Specification.

¹ *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

5. It is therefore submitted that Respondent has failed to comply with the Rules concerning the filing of an answer and, accordingly, the allegations of the Specification should be deemed to be admitted to be true and be so found by the Board pursuant to Section 102.56(c) of the Rules and the final paragraph starting on page 4 of the Specification.

NOW THEREFORE, the undersigned Counsel for the Acting General Counsel moves that: (1) the Compliance Specification and this proceeding be transferred to and continued before the Board; (2) the Board find the allegations of the Specification to be true; (3) the Board issue a Supplemental Decision and Order based on such findings and direct Respondent, inter alia, to pay the amounts, plus interest, specified in the Specification; and (4) the Board grant such other and further relief as may be appropriate.

Signed at Philadelphia, Pennsylvania this 15th day of August, 2012.


MARGARITA NAVARRO-RIVERA
Counsel for the Acting General Counsel
National Labor Relations Board, Fourth Region
(215) 597-7647
Fax: (215) 597 7658
margarita.navarro-rivera@nlrb.gov

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FOURTH REGION

CRYSTAL SODA WATER COMPANY, INC.

and

Case 4-CA-38046

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 229

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

I. INTRODUCTION

The National Labor Relations Board, herein the Board, issued its Decision and Order in this matter, herein the Board's Order, on November 10, 2011 (357 NLRB No. 110), directing Crystal Soda Water Company, Inc., herein Respondent, its officers, agents, successors, and assigns to, *inter alia*:

A. Pay the unit employees their normal wages when in Respondent's employ until the occurrence of the earliest of the following conditions: (1) the date Respondent bargains to agreement with International Brotherhood of Teamsters, Local 229, herein the Union; (2) the date a bona fide impasse in bargaining occurs; (3) the failure of the Union to request bargaining within five business days after receipt of the Board's Order, or to commence negotiations within five business days after receipt of Respondent's notice of its desire to bargain with the Union; or (4) the subsequent failure to bargain in good faith, but in no event shall the sum paid to any of these employees exceed the amount that he or she would have earned as wages from the date of the relocation to the time he or she secured equivalent employment; provided, however, that in no event shall this sum be less than these employees would have earned for a two-week period at the rate of their normal wages when last in Respondent's employ, with interest, herein called the *Transmarine*¹ remedy;

B. Make whole the unit employees for any loss of earnings and other benefits resulting from Respondent's failure to pay them accrued holiday pay and vacation

¹ *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

pay since the fall of 2010, as required by Articles 5 and 6 of Respondent's collective bargaining agreement with the Union which was effective by its terms from April 1, 2008 through March 31, 2011, herein the Agreement, with interest; and

C. Make the contractually required health insurance premiums that were not made since fall of 2010 on behalf of the unit employees, with interest, and make whole the unit employees for any expenses resulting from Respondent's failure to make the health insurance premiums, as required by Article 15 of the Agreement, with interest.

A controversy having arisen as to the amounts of backpay due under the Board's Order, the undersigned Regional Director for the Fourth Region of the Board, pursuant to authority conferred upon her by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges that the backpay owing to unit employees is as follows:

II. TRANSMARINE BACKPAY OWED TO UNIT EMPLOYEES

A. The bargaining unit employees who were laid off on March 31, 2011 are due a *Transmarine* remedy, because they were laid off as a direct result of Respondent's closing its facility without prior notice to the Union and without affording the Union the opportunity to bargain with Respondent concerning the effects of the closing on bargaining unit employees. The bargaining unit employees are as follows:

Bob Fridley, Joe Addio, Barry Reider, Dave Lydon, Jim Karlavage, Morrill Reid, Jim McCormack, Gary Carroll, Tony Loureiro, Jack Loureiro, and Alan Backus.

B. The Union did not request bargaining within five business days after receipt of the Board's Order. Therefore, the *Transmarine* backpay owed to the above-named unit employees consists of the hours they would have worked during the two-week period from November 15, 2011 (five days after the date of the Board's Order) through November 28, 2011, multiplied by their normal wage rates at the time of their layoff.

C. *Transmarine* backpay was calculated by multiplying the unit employees' hourly wage rates by 40 hours (the normal hours they worked per week) and multiplying the resulting figure by two (2) weeks.

D. The calculations of the *Transmarine* backpay owed to the bargaining unit employees are set forth in Appendix A.

III. VACATION PAY OWED TO UNIT EMPLOYEES

A. Under Article 6 of the Agreement, unit employees received a specified amount of annual vacation based on their length of service with Respondent. The following unit employees

had unused accrued vacation under Article 6 at the time they were laid off in 2011, and are entitled to payment for the amount of their unused vacation:

Bob Fridley, Joe Addio, Barry Reider, Dave Lydon, Jim Karlavage, Morrill Reid, Jim McCormack, Gary Carroll, Tony Loureiro, Jack Loureiro, Alan Backus, Frank Ratay, and Steve Werner.

B. The amounts of vacation pay owed to unit employees were calculated by multiplying their hourly wage rate by the number of hours of unused vacation they had at the time of their 2011 layoffs.

C. The calculations of the unit employees' vacation pay are set forth in Appendix B.

IV. HOLIDAY PAY OWED TO UNIT EMPLOYEES

A. Article 5 of the Agreement provides holiday pay for unit employees. Under Article 5(e) of the Agreement, full time unit employees are entitled to one personal day per year. Unit employees Barry Reider and Steve Werner were entitled to a personal day in 2011 but had not used it by the time they were laid off by Respondent.

B. The amounts of personal day pay owed to Reider and Werner were calculated by multiplying their hourly wage by eight hours (the number of hours in one work day).

C. The calculations of the amounts of personal day pay owed to Reider and Werner are set forth in Appendix C.

V. UNPAID HEALTH INSURANCE PREMIUMS

A. Article 15(b) of the Agreement provides that Respondent will provide health insurance to unit employees. The premium payments on their behalf remain unpaid for the month of March 2011.

B. The total premiums owed on behalf of all unit employees for the month of March 2011 are \$15,853.39. This amount is payable to Blue Care HMO of Wilkes Barre, Pennsylvania.

VI. SUMMARY

Summarizing the facts, figures and calculations specified herein, the obligation of Respondent to pay *Transmarine* backpay and to make whole unit employees for amounts owed to them pursuant to the Board's Order through May 31, 2012, will be discharged by payment to them of all amounts specified in Appendices A through C, plus interest accrued on those amounts to the date of payment. The obligation of Respondent to pay the contractually required health insurance premiums on behalf of the Unit employees will be discharged by the payment specified in Paragraph V(B) above plus interest accrued to the date of the payment.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an Answer to the Compliance Specification. The answer must be **received by this office on or before July 20, 2012, or postmarked on or before July 19, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the Answer with this office and serve a copy of the Answer on each of the other parties.

The Answer also may be filed electronically by using the E-Filing system on the Agency's website. In order to file an Answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the Answer rests exclusively upon the sender. Unless notification of the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than two (2) hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the Answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such Answer be signed and sworn to by Respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the Answer being filed electronically is a pdf document containing the required signature, no paper copies of the Answer need to be transmitted to the Regional Office. However, if the electronic version of the Answer to the Compliance Specification is not a pdf file containing the required signature, then the E-filing rules require that such Answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the Answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The Answer may not be filed by facsimile transmission.

As to all matters set forth in the Compliance Specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the Answer must state the basis for any disagreement with any allegations that are within Respondent's knowledge, and the Answer must set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no Answer is filed, or if the Answer is filed untimely the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Compliance Specification are true. If the Answer fails to deny allegations of the Compliance Specification in the manner required

under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the Compliance Specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that at **11:00 a.m.** on **September 24, 2012**, and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 4, 615 Chestnut Street, 7th Floor, Philadelphia, Pennsylvania before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Compliance Specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Signed at Philadelphia, Pennsylvania on this 29th day of June, 2012.

Dorothy L. Moore-Duncan
DOROTHY L. MOORE-DUNCAN
Regional Director, Fourth Region
National Labor Relations Board

APPENDIX A - BACKPAY OWED FOR TRANSMARINE REMEDY

Employee Name	Hourly Rate of Pay	Weekly Rate of Pay	Total Backpay
Bob Fridley	\$15.05	\$602.00	\$1,204.00
Joe Addio	\$15.05	\$602.00	\$1,204.00
Barry Reider	\$15.05	\$602.00	\$1,204.00
Dave Lydon	\$15.05	\$602.00	\$1,204.00
Jim Karlavage	\$15.05	\$602.00	\$1,204.00
Morrill Reid	\$15.05	\$602.00	\$1,204.00
Jim McCormack	\$15.05	\$602.00	\$1,204.00
Gary Carroll	\$15.05	\$602.00	\$1,204.00
Tony Loureiro	\$15.05	\$602.00	\$1,204.00
Jack Loureiro	\$15.05	\$602.00	\$1,204.00
Alan Backus	\$15.05	\$602.00	\$1,204.00

APPENDIX B - BACKPAY OWED FOR ACCRUED VACATION

Employee Name	Hourly Rate of Pay	Number of Unused Vacation Hours	Total Backpay
Bob Fridley	\$15.05	96	\$1,444.80
Joe Addio	\$15.05	120	\$1,806.00
Barry Reider	\$15.05	160	\$2,408.00
Dave Lydon	\$15.05	200	\$3,010.00
Jim Karlavage	\$15.05	124	\$1,866.20
Morrill Reid	\$15.05	136	\$2,046.80
Jim McCormack	\$15.05	144	\$2,167.20
Gary Carroll	\$15.05	144	\$2,167.20
Tony Loureiro	\$15.05	120	\$1,806.00
Jack Loureiro	\$15.05	152	\$2,287.60
Alan Backus	\$15.05	80	\$1,204.00
Frank Ratay	\$15.23	168	\$2,558.64
Steve Werner	\$14.56	104	\$1,514.24

APPENDIX C - BACKPAY OWED FOR HOLIDAY/PERSONAL DAY

Employee Name	Hourly Rate of Pay	Number of Hours for Personal Day	Total Backpay
Barry Reider	\$15.05	8	\$120.40
Steve Werner	14.56	8	116.48



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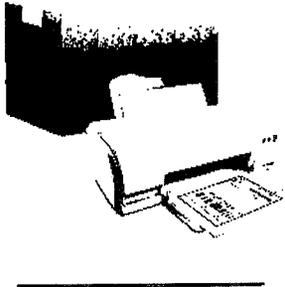
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FOURTH REGION

CRYSTAL SODA WATER COMPANY, INC.

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 229

Case 4-CA-38046

Date of Mailing: June 29, 2012

AFFIDAVIT OF SERVICE OF: COMPLIANCE SPECIFICATION AND
NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document by post-paid certified mail upon the following persons, addressed to them at the following addresses:

LOUIS KAHANOWICZ, PRESIDENT
CRYSTAL SODA WATER COMPANY
825 TAYLOR AVENUE
SCRANTON, PA 18510

C. 7007 2560 0001 8594 9067 RRR

PATRICK R. CASEY, ESQUIRE
ELLIOT GREENLEAF & DEAN
201 PENN AVE
STE 202
SCRANTON, PA 18503-1644

C. 7007 2560 0001 8594 9074 RRR

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 229
3104 NORTH MAIN STREET
SCRANTON, PA 18508

C. 7007 2560 0001 8594 9081 RRR

Subscribed and sworn to before me this 29 TH day of June, 2012	Designated Agent /s/ Diane Alessandrini NATIONAL LABOR RELATIONS BOARD
--	--

GE

EXHIBIT 3

7007 2560 0001 8594 9081

7007 2560 0001 8594 9074

7007 2560 0001 8594 9067

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Region Four
615 Chestnut Street - Seventh Floor
Philadelphia, PA 19106-4404

Telephone: (215) 597-7601
Fax: (215) 597-7658
Email: Region4@NLRB.GOV

August 7, 2012

LOUIS KAHANOWICZ
CRYSTAL SODA WATER COMPANY
PO BOX 406
SCRANTON, PA 18501-0406

Re: Crystal Soda Water Company
Case 04-CA-038046

Dear Mr. Kahanowicz:

Enclosed are (1) a copy of the Compliance Specification and Notice of Hearing issued in this matter on June 29, 2012, and (2) the portion of the Rules and Regulations of the National Labor Relations Board (NLRB) concerning the obligation of Respondent to file an Answer to the Specification.

Respondent's Answer was due July 20, 2012, but it has not been received. We have the U.S. Postal Service Track & Confirm form showing that the Complaint was delivered on July 2, 2012.

This is to advise you that, consistent with the NLRB's Rules, if you have not filed an Answer to the Specification by August 14, 2012, we intend to file a Motion for Default Judgment with the Board. If you have any questions, please call me at your earliest opportunity.

Very truly yours,

DANIEL E. HALEVY
Regional Attorney
(215) 597 7615

enc. Compliance Specification/Rules

cc:
Patrick Casey, Esquire, prc@elliottgreenleaf.com

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EXHIBIT 4

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FOURTH REGION

CRYSTAL SODA WATER COMPANY, INC.

and

Case 4-CA-38046

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 229

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

I. INTRODUCTION

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A. Pay the unit employees their normal wages when in Respondent's employ until the occurrence of the earliest of the following conditions: (1) the date Respondent bargains to agreement with International Brotherhood of Teamsters, Local 229, herein the Union; (2) the date a bona fide impasse in bargaining occurs; (3) the failure of the Union to request bargaining within five business days after receipt of the Board's Order, or to commence negotiations within five business days after receipt of Respondent's notice of its desire to bargain with the Union; or (4) the subsequent failure to bargain in good faith, but in no event shall the sum paid to any of these employees exceed the amount that he or she would have earned as wages from the date of the relocation to the time he or she secured equivalent employment; provided, however, that in no event shall this sum be less than these employees would have earned for a two-week period at the rate of their normal wages when last in Respondent's employ, with interest, herein called the *Transmarine*¹ remedy;

B. Make whole the unit employees for any loss of earnings and other benefits resulting from Respondent's failure to pay them accrued holiday pay and vacation

¹ *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

pay since the fall of 2010, as required by Articles 5 and 6 of Respondent's collective bargaining agreement with the Union which was effective by its terms from April 1, 2008 through March 31, 2011, herein the Agreement, with interest; and

C. Make the contractually required health insurance premiums that were not made since fall of 2010 on behalf of the unit employees, with interest, and make whole the unit employees for any expenses resulting from Respondent's failure to make the health insurance premiums, as required by Article 15 of the Agreement, with interest.

A controversy having arisen as to the amounts of backpay due under the Board's Order, the undersigned Regional Director for the Fourth Region of the Board, pursuant to authority conferred upon her by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges that the backpay owing to unit employees is as follows:

II. TRANSMARINE BACKPAY OWED TO UNIT EMPLOYEES

A. The bargaining unit employees who were laid off on March 31, 2011 are due a *Transmarine* remedy, because they were laid off as a direct result of Respondent's closing its facility without prior notice to the Union and without affording the Union the opportunity to bargain with Respondent concerning the effects of the closing on bargaining unit employees. The bargaining unit employees are as follows:

Bob Fridley, Joe Addio, Barry Reider, Dave Lydon, Jim Karlavage, Morrill Reid, Jim McCormack, Gary Carroll, Tony Loureiro, Jack Loureiro, and Alan Backus.

B. The Union did not request bargaining within five business days after receipt of the Board's Order. Therefore, the *Transmarine* backpay owed to the above-named unit employees consists of the hours they would have worked during the two-week period from November 15, 2011 (five days after the date of the Board's Order) through November 28, 2011, multiplied by their normal wage rates at the time of their layoff.

C. *Transmarine* backpay was calculated by multiplying the unit employees' hourly wage rates by 40 hours (the normal hours they worked per week) and multiplying the resulting figure by two (2) weeks.

D. The calculations of the *Transmarine* backpay owed to the bargaining unit employees are set forth in Appendix A.

III. VACATION PAY OWED TO UNIT EMPLOYEES

A. Under Article 6 of the Agreement, unit employees received a specified amount of annual vacation based on their length of service with Respondent. The following unit employees

had unused accrued vacation under Article 6 at the time they were laid off in 2011, and are entitled to payment for the amount of their unused vacation:

Bob Fridley, Joe Addio, Barry Reider, Dave Lydon, Jim Karlavage, Morrill Reid, Jim McCormack, Gary Carroll, Tony Loureiro, Jack Loureiro, Alan Backus, Frank Ratay, and Steve Werner.

B. The amounts of vacation pay owed to unit employees were calculated by multiplying their hourly wage rate by the number of hours of unused vacation they had at the time of their 2011 layoffs.

C. The calculations of the unit employees' vacation pay are set forth in Appendix B.

IV. HOLIDAY PAY OWED TO UNIT EMPLOYEES

A. Article 5 of the Agreement provides holiday pay for unit employees. Under Article 5(e) of the Agreement, full time unit employees are entitled to one personal day per year. Unit employees Barry Reider and Steve Werner were entitled to a personal day in 2011 but had not used it by the time they were laid off by Respondent.

B. The amounts of personal day pay owed to Reider and Werner were calculated by multiplying their hourly wage by eight hours (the number of hours in one work day).

C. The calculations of the amounts of personal day pay owed to Reider and Werner are set forth in Appendix C.

V. UNPAID HEALTH INSURANCE PREMIUMS

A. Article 15(b) of the Agreement provides that Respondent will provide health insurance to unit employees. The premium payments on their behalf remain unpaid for the month of March 2011.

B. The total premiums owed on behalf of all unit employees for the month of March 2011 are \$15,853.39. This amount is payable to Blue Care HMO of Wilkes Barre, Pennsylvania.

VI. SUMMARY

Summarizing the facts, figures and calculations specified herein, the obligation of Respondent to pay *Transmarine* backpay and to make whole unit employees for amounts owed to them pursuant to the Board's Order through May 31, 2012, will be discharged by payment to them of all amounts specified in Appendices A through C, plus interest accrued on those amounts to the date of payment. The obligation of Respondent to pay the contractually required health insurance premiums on behalf of the Unit employees will be discharged by the payment specified in Paragraph V(B) above plus interest accrued to the date of the payment.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an Answer to the Compliance Specification. The answer must be received by this office on or before July 20, 2012, or postmarked on or before July 19, 2012. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the Answer with this office and serve a copy of the Answer on each of the other parties.

The Answer also may be filed electronically by using the E-Filing system on the Agency's website. In order to file an Answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the Answer rests exclusively upon the sender. Unless notification of the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than two (2) hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the Answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such Answer be signed and sworn to by Respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the Answer being filed electronically is a pdf document containing the required signature, no paper copies of the Answer need to be transmitted to the Regional Office. However, if the electronic version of the Answer to the Compliance Specification is not a pdf file containing the required signature, then the E-filing rules require that such Answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the Answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The Answer may not be filed by facsimile transmission.

As to all matters set forth in the Compliance Specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the Answer must state the basis for any disagreement with any allegations that are within Respondent's knowledge, and the Answer must set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no Answer is filed, or if the Answer is filed untimely the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Compliance Specification are true. If the Answer fails to deny allegations of the Compliance Specification in the manner required

under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the Compliance Specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that at **11:00 a.m.** on **September 24, 2012**, and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 4, 615 Chestnut Street, 7th Floor, Philadelphia, Pennsylvania before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Compliance Specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Signed at Philadelphia, Pennsylvania on this 29th day of June, 2012.

Dorothy L. Moore-Duncan
DOROTHY L. MOORE-DUNCAN
Regional Director, Fourth Region
National Labor Relations Board

APPENDIX A - BACKPAY OWED FOR TRANSMARINE REMEDY

Employee Name	Hourly Rate of Pay	Weekly Rate of Pay	Total Backpay
Bob Fridley	\$15.05	\$602.00	\$1,204.00
Joe Addio	\$15.05	\$602.00	\$1,204.00
Barry Reider	\$15.05	\$602.00	\$1,204.00
Dave Lydon	\$15.05	\$602.00	\$1,204.00
Jim Karlavage	\$15.05	\$602.00	\$1,204.00
Morrill Reid	\$15.05	\$602.00	\$1,204.00
Jim McCormack	\$15.05	\$602.00	\$1,204.00
Gary Carroll	\$15.05	\$602.00	\$1,204.00
Tony Loureiro	\$15.05	\$602.00	\$1,204.00
Jack Loureiro	\$15.05	\$602.00	\$1,204.00
Alan Backus	\$15.05	\$602.00	\$1,204.00

APPENDIX B - BACKPAY OWED FOR ACCRUED VACATION

Employee Name	Hourly Rate of Pay	Number of Unused Vacation Hours	Total Backpay
Bob Fridley	\$15.05	96	\$1,444.80
Joe Addio	\$15.05	120	\$1,806.00
Barry Reider	\$15.05	160	\$2,408.00
Dave Lydon	\$15.05	200	\$3,010.00
Jim Karlavage	\$15.05	124	\$1,866.20
Morrill Reid	\$15.05	136	\$2,046.80
Jim McCormack	\$15.05	144	\$2,167.20
Gary Carroll	\$15.05	144	\$2,167.20
Tony Loureiro	\$15.05	120	\$1,806.00
Jack Loureiro	\$15.05	152	\$2,287.60
Alan Backus	\$15.05	80	\$1,204.00
Frank Ratay	\$15.23	168	\$2,558.64
Steve Werner	\$14.56	104	\$1,514.24

APPENDIX C - BACKPAY OWED FOR HOLIDAY/PERSONAL DAY

Employee Name	Hourly Rate of Pay	Number of Hours for Personal Day	Total Backpay
Barry Reider	\$15.05	8	\$120.40
Steve Werner	14.56	8	116.48

COMPLIANCE PROCEEDINGS

Sec. 102.52 *Compliance with Board order; notification of compliance determination.*—After entry of a Board order directing remedial action, or the entry of a court judgment enforcing such order, the Regional Director shall seek compliance from all persons having obligations thereunder. The Regional Director shall make a compliance determination as appropriate and shall notify the parties of the compliance determination. A charging party adversely affected by a monetary, make-whole, reinstatement, or other compliance determination will be provided, on request, with a written statement of the basis for that determination.

Sec. 102.53 *Review by the General Counsel of compliance determination; appeal to the Board of the General Counsel's decision.*—(a) The charging party may appeal such determination to the General Counsel in Washington, D.C., within 14 days of the written statement of compliance determination provided as set forth in section 102.52. The appeal shall contain a complete statement setting forth the facts and reasons upon which it is based and shall identify with particularity the error claimed in the Regional Director's determination. The charging party shall serve a copy of the appeal on all other parties and on the Regional Director. The General Counsel may for good cause shown extend the time for filing an appeal.

(b) The General Counsel may affirm or modify the determination of the Regional Director, or may take such other action deemed appropriate, stating the grounds for the decision.

(c) Within 14 days after service of the General Counsel's decision, the charging party may file a request for review of that decision with the Board in Washington, D.C. The request for review shall contain a complete statement of the facts and reasons upon which it is based and shall identify with particularity the error claimed in the General Counsel's decision. A copy of the request for review shall be served on the General Counsel and on the Regional Director.

(d) The Board may affirm or modify the decision of the General Counsel, or make such other disposition of the matter as it deems appropriate. The denial of the request for review will constitute an affirmance of the decision of the General Counsel.

Sec. 102.54 *Initiation of formal compliance proceedings; issuance of compliance specification and notice of hearing.*—(a) If it appears that controversy exists with respect to compliance with an order of the Board which cannot be resolved without a formal proceeding, the Regional Director may issue and serve on all parties a compliance specification in the name of the Board. The specification shall contain or be accompanied by a notice of hearing before an administrative law judge at a place therein fixed and at a time not less than 21 days after the service of the specification.

(b) Whenever the Regional Director deems it necessary in order to effectuate the purposes and policies of the Act or to avoid unnecessary costs or delay, the Regional Director may issue a compliance specification, with or without a notice of hearing, based on an outstanding complaint.

(c) Whenever the Regional Director deems it necessary in order to effectuate the purposes and policies of the Act or to avoid unnecessary costs or delay, the Regional Director may consolidate with a complaint and notice of hearing issued pursuant to section 102.15 a compliance specification based on that complaint. After opening of the hearing, consolidation shall be subject to the approval of the Board or the administrative

law judge, as appropriate. Issuance of a compliance specification shall not be a prerequisite or bar to Board initiation of proceedings in any administrative or judicial forum which the Board or the Regional Director determines to be appropriate for obtaining compliance with a Board order.

Sec. 102.55 *Contents of compliance specification.*

(a) *Contents of specification with respect to allegations concerning the amount of backpay due.*—With respect to allegations concerning the amount of backpay due, the specification shall specifically and in detail show, for each employee, the backpay periods broken down by calendar quarters, the specific figures and basis of computation of gross backpay and interim earnings, the expenses for each quarter, the net backpay due, and any other pertinent information.

(b) *Contents of specification with respect to allegations other than the amount of backpay due.*—With respect to allegations other than the amount of backpay due, the specification shall contain a clear and concise description of the respects in which the respondent has failed to comply with a Board or court order, including the remedial acts claimed to be necessary for compliance by the respondent and, where known, the approximate dates, places, and names of the respondent's agents or other representatives described in the specification.

(c) *Amendments to specification.*—After the issuance of the notice of compliance hearing but prior to the opening of the hearing, the Regional Director may amend the specification. After the opening of the hearing, the specification may be amended upon leave of the administrative law judge or the Board, as the case may be, upon good cause shown.

Sec. 102.56 *Answer to compliance specification.*

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or

without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.*—Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.*—Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Sec. 102.57 *Extension of date of hearing.*—Upon the Regional Director's own motion or upon proper cause shown, the Regional Director issuing the compliance specification and notice of hearing may extend the date of the hearing.

Sec. 102.58 *Withdrawal.*—Any compliance specification and notice of hearing may be withdrawn before the hearing by the Regional Director upon his or her own motion.

Sec. 102.59 *Hearing; posthearing procedure.*—After the issuance of a compliance specification and notice of hearing, the procedures provided in sections 102.24 to 102.51 shall be followed insofar as applicable.