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**Seven One Seven Parking Services of Michigan, Inc.  
d/b/a Hospital Parking Management and Local  
283, International Brotherhood of Teamsters  
(IBT). Case 07–CA–133170**

January 21, 2016

**DECISION AND ORDER**

BY CHAIRMAN PEARCE AND MEMBERS MISCIMARRA  
AND HIROZAWA

The General Counsel seeks a default judgment in this case pursuant to the terms of a bilateral informal settlement agreement. Upon a charge and an amended charge filed by Local 283, International Brotherhood of Teamsters (IBT) (the Union) on July 21 and September 30, 2014, respectively, alleging that the Respondent violated Section 8(a)(5) and (1) of the Act, the Respondent and the Union entered into an informal settlement agreement which was approved by the Regional Director for Region 7 on November 18, 2014. The settlement agreement required the Respondent to: (1) on request, bargain with the Union as the exclusive collective-bargaining representative of the unit employees; (2) meet and bargain with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached; (2) provide a representative to meet face-to-face with the Union who has the authority to make adjustments and bind the Respondent during negotiations until a complete agreement or a good-faith impasse is reached; (3) provide the Union with the information it requested on June 17, July 18 and 22, and October 16, 2014; and (4) post appropriate notices.

The settlement agreement also contained the following provision:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily

plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

By letter dated January 27, 2015, the Region's compliance officer informed the Respondent that the Union had asserted that the Respondent had not complied with the settlement agreement. The letter advised the Respondent that it was obligated to respond to this allegation and that failure to do so could lead to the issuance of a complaint and the filing of a motion for default judgment.

By email dated February 4, 2015, the Respondent replied that it had provided the Union with documents requested on June 17, 2014, "as they exist;" that it had designated a representative with full authority to bargain on its behalf; that its representative had proposed several bargaining dates; and that the Union had rejected those and subsequent dates proposed for bargaining. The email concluded by stating that the parties were at impasse and that the Respondent was unable to bargain with the Union.

By letter dated February 13, 2015, the Regional Director informed the Respondent that it was in non-compliance with the settlement agreement and that if it failed to comply within 14 days, the Region could issue a complaint and seek default judgment. Specifically, the Regional Director advised the Respondent that it had failed to (1) provide the Union with the information it requested on June 17, July 18 and 22, and October 16, 2014; (2) on request, bargain in good faith with the Union as the exclusive collective-bargaining representative

of the unit employees; (3) meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached; (4) provide a representative with the authority to bind the Respondent to meet face-to-face with the Union during negotiations for a collective-bargaining agreement. The Respondent failed to respond or to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the settlement agreement, on March 31, 2015, the Regional Director issued a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (the complaint). On April 8, 2015, the General Counsel filed a Motion for Default Judgment with the Board. On April 10, 2015, 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

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement by failing to (1) provide the Union with the information it requested on June 17, July 18 and 22, and October 16, 2014; (2) on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees; (3) meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached; (4) provide a representative with the authority to bind the Respondent to meet face-to-face with the Union during negotiations for a collective-bargaining agreement.

Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations in the complaint are true.<sup>1</sup> Accordingly, we grant the 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 Tampa, Florida, and has been engaged in providing parking man-

agement services and valet parking services for various parking facilities, including a facility located at 4100 John R Street, Detroit, Michigan (John R facility).

In conducting its operations during the calendar year ending December 31, 2014, the Respondent provided services valued in excess of \$50,000 for the Karmanos Cancer Center at the Detroit Medical Center (Karmanos), an enterprise within the State of Michigan that is directly engaged in interstate commerce.

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

At all material times, the following individuals held the positions 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:

Jason Accardi	-	President
John Accardi	-	Vice President
John Accardi, Sr.	-	Senior Vice President
Jeff Kilcoyne	-	Senior Vice President of Operations until late January or early February 2014
William "Bill" Jackson	-	Site Manager

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 valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by Respondent working out of the Karmanos Cancer Center at the Detroit Medical Center located at 4100 John R Street, Detroit, Michigan, but excluding all guards and supervisors as defined in the Act.

Since at least 2007, 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 was effective from January 1, 2010, through December 31, 2013.

<sup>1</sup> See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

At all times since at least 2007, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

At various times from about March 18, 2014, through about February 27, 2015, the Respondent and the Union met for purposes of negotiating a successor collective-bargaining agreement to the agreement described above. During that time period, the Respondent failed and refused to negotiate with the Union in face-to-face collective-bargaining sessions; failed and refused to cloak its representatives with the authority to enter into binding agreements; failed and refused to timely schedule collective-bargaining sessions; and canceled and shortened scheduled collective-bargaining sessions.

About June 17<sup>2</sup> and October 16, 2014, the Union orally requested that it be allowed to examine the Respondent's financial records, after the Respondent asserted an inability to grant wage increases in response to the Union's contract proposal asking for wage increases.

About July 18 and 22, 2014, the Union, by email, requested that it be allowed to examine the Respondent's financial records, after the Respondent asserted an inability to grant wage increases in response to the Union's contract proposal asking for wage increases.

The information requested by the Union, as described above, is necessary to verify assertions made by the Respondent during collective bargaining, and is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about June 17, 2014, the Respondent has failed and refused to furnish the Union with the requested information described above.

#### CONCLUSION OF LAW

By the conduct described above, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its unit employees in violation of Section 8(a)(5) and (1) of the Act. The Respondent's 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

<sup>2</sup> Although the complaint alleges July 17, 2014, as the date of this request, we note that the General Counsel's motion, the settlement agreement signed by the parties, the Respondent's February 4 email in response to the Region's inquiry regarding its compliance, as well as the Regional Director's February 13, 2015 letter to the Respondent all refer to June 17, 2014, as the date of the Union's request.

effectuate the policies of the Act, as requested by the General Counsel. Specifically, the Respondent shall comply with the unmet terms of the settlement agreement approved by the Regional Director for Region 7 on November 18, 2014.

Accordingly, we shall order the Respondent to, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees concerning terms and conditions of employment. The Respondent shall meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached. The Respondent shall provide a bargaining representative to meet face-to-face with the Union who possesses the authority to make adjustments and bind the Respondent during negotiations for a collective-bargaining agreement, until a complete collective-bargaining agreement or a good-faith impasse is reached.

We shall further order the Respondent to furnish the Union with information the Union requested on June 17, July 18 and 22, and October 16, 2014 that is necessary and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.

#### ORDER

The National Labor Relations Board orders that the Respondent, Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management, Tampa Florida and Detroit Michigan, its officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

##### 1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with Local 283, International Brotherhood of Teamsters (IBT) as the exclusive collective-bargaining representative of employees in the following unit:

All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by Respondent working out of the Karmanos Cancer Center at the Detroit Medical Center located at 4100 John R Street, Detroit, Michigan, but excluding all guards and supervisors as defined in the Act.

(b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) 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) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of its unit employees.

(b) Meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached.

(c) Provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind the Respondent during negotiations for a collective-bargaining agreement until a complete collective-bargaining agreement or a good-faith impasse is reached.

(d) Furnish to the Union in a timely manner the information requested by the Union on June 17, July 18 and 22, and October 16, 2014.

(e) Within 14 days after service by the Region, post at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan, copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, 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. If 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 March 18, 2014.

(f) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the

<sup>3</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted and Mailed by Order of the National Labor Relations Board" shall read "Posted and Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. January 21, 2016

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Mark Gaston Pearce, Chairman

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Philip A. Miscimarra, Member

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Kent Y. Hirozawa, 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain collectively in good faith with Local 283, International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of our employees in the following unit:

All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by us at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan.

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

WE WILL NOT in any like or related manner interfere with the rights listed above.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL provide the Union with the information it requested on June 17, July 18 and 22, and October 16, 2014.

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

WE WILL meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached,

WE WILL provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind us during negotiations for a collective bargaining agreement during the entire period of time noted in the prior provision.

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC. D/B/A HOSPITAL PARKING MANAGEMENT

The Board's decision can be found at [www.nlr.gov/case/07-CA-133170](http://www.nlr.gov/case/07-CA-133170), or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

