

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604



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FINAL JUDGMENT

February 16, 2017

DANIEL A. MANION, *Circuit Judge*

No. 17-1111	NATIONAL LABOR RELATIONS BOARD, Petitioner v. PAS LLC, Respondent
Originating Case Information:	
Agency Case Nos: 13-CA-143764 and 13-CA-144968 National Labor Relations Board	

The following is before the court:

1. APPLICATION FOR SUMMERY ENTRY OF A JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD, filed on January 17, 2017, by counsel for the petitioner.

2. STATEMENT OF APPROVAL BY TEAMSTERS LOCAL 727 OF THE NATIONAL LABOR RELATIONS BOARD'S PROPOSED JUDGMENT, filed on February 6, 2017, by counsel for the party-in-interest

IT IS ORDERED that the application for enforcement is **GRANTED**. The judgment of the National Labor Relations Board is **ENFORCED**.

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	No.
Petitioner	:	
v.	:	Board Case No.:
	:	13-CA-143764
PAS LLC	:	13-CA-144968
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Pas LLC, its officers, agents, successors, and assigns, enforcing its order dated October 31, 2016, in Case Nos. 13-CA-143764 and 13-CA-144968, reported at 364 NLRB No. 139, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Pas LLC, its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).



 Judge, United States Court of
 Appeals for the Seventh Circuit

NATIONAL LABOR RELATIONS BOARD

v.

PAS LLC

ORDER

Pas LLC, Chicago, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with the International Brotherhood of Teamsters, Local Union No. 727 as the exclusive collective-bargaining representative of the employees in the following units by failing to remit dues to the Union for all bargaining unit employees who have specifically authorized the deduction of dues from their paychecks as provided in Section 2.2 of the collective-bargaining agreements. The units are:

Unit A: All full-time and part-time employees who perform valet services at locations which have no parking facilities; but excluding all clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act;

Unit B: Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors, customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining unit work.

- (b) Refusing to bargain collectively with the Union by unreasonably delaying in providing, and failing to provide, the Union with certain 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) Remit to the Union the dues for all bargaining unit employees who have specifically authorized the deduction of dues from their paychecks as provided in Section 2.2 of the collective-bargaining agreements, in the amount of \$4555, as set forth in Attachment A of the consolidated complaint and compliance specification, with interest in the manner set forth in the remedy section of this decision.
- (b) Provide the Union with the relevant and necessary information it requested on December 8, 2014.
- (c) 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 of dues remittances due the Union under the terms of this Order.
- (d) Within 14 days after service by the Region, post at its facility in Chicago, Illinois, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 13, 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 July 1, 2014.
- (e) Within 21 days after service by the Region, file with the Regional Director for Region 13 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.

ATTACHMENT A

Last Name	First Name	Months	Dues Rate/Mo.	Gross Dues
Bastidas	Eduardo	12	\$45.00	\$540
Davis	Arthur	12	\$45.00	\$540
Garcic	Mufid	12	\$45.00	\$540
Rebollar	Javier	12	\$45.00	\$540
Sanchez	Uriel	12	\$45.00	\$540
Tabango	Ivan	12	\$45.00	\$540
Vasilev	Hristo	12	\$45.00	\$540
Vasquez	Luis	12	\$45.00	\$540
Yanez	Victor	12	\$45.00	\$540
Gurdiel	Mark	12	\$45.00	\$540

Total Gross Dues = \$5,400

Dues Paid by the Employer	Month check was written to Union
\$720.00	September 2014
\$125.00	January 2015

Total Interim Remittances = \$845.00

Net Dues = Total Gross Dues – Total Interim Remittances

Net Dues = \$4,555

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 International Brotherhood of Teamsters Local Union No. 727 as the exclusive collective-bargaining representative of our employees in the following units by failing to remit to the Union the dues for all bargaining unit employees who have specifically authorized the deduction of dues from their paychecks as provided in Section 2.2 of the collective-bargaining agreements. The units are:

Unit A: All full-time and part-time employees who perform valet services at locations which have no parking facilities; but excluding all clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act;

Unit B: Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors, customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining unit work.

WE WILL NOT unreasonably delay in providing, or fail to provide, the union with relevant and necessary information requested by the Union.

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 the dues for all bargaining unit employees who have specifically authorized the deduction of dues from their paychecks pursuant to Section 2.2 of our collective-bargaining agreements in the amount totaling \$4555, plus interest.

WE WILL provide the Union with the relevant and necessary information requested by the Union on December 8, 2014.

PAS LLC

The Board's decision can be found at www.nlr.gov/case/13-CA-143764 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.

