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**Perkins Management Service Company and UNITE
HERE Local 1. Case 13-CA-223500**

May 30, 2019

DECISION AND ORDER

BY MEMBERS MCFERRAN, KAPLAN, AND EMANUEL

The General Counsel seeks a default judgment in this case on the ground that the Respondent, Perkins Management Service Company, has failed to file an answer to the complaint. Upon a charge and amended charge filed by UNITE HERE, Local 1 (the Union) on July 11 and October 29, 2018, respectively, the General Counsel issued a complaint on November 5, 2018, against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On December 20, 2018, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On January 3, 2019, 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

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 November 19, 2018, 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 General Counsel's motion disclose that the Region, by letter dated November 29, 2018, notified the Respondent that unless an answer was received by December 6, 2018, 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 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 Chicago, Illinois, and has been engaged in the business of providing food and beverage services to colleges and universities.

In conducting its operations during the last calendar year, the Respondent purchased and received at its Chicago, Illinois facility, goods valued in excess of \$50,000 directly from points outside the State of Illinois.

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:

Barry McCauley, Jr. Executive Vice President

Tonya Ford - Human Resources Director

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 and part-time cooks, grill cook, prep cooks, catering attendants, catering leads, cashiers, lead utility, FSW, utility supervisors, kitchen supervisors, and sous chefs, at Chicago State University located 9501 Martin Luther King Drive, Chicago, Illinois excluding managers, confidential and clerical employee, office/professional employees, and guards as defined in the National Labor Relations Act.

Since about July 10, 2017, 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 a collective-bargaining agreement (the Agreement) effective from August 1, 2015, to September 1, 2019.

At all times since July 10, 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about February 20, 2018, and continuing to date, the Respondent failed to continue in effect all the terms and conditions of the Agreement by refusing to respond, meet, and/or process grievances filed by the Union pur-

suant to the parties' grievance/arbitration procedure set forth in Section 3 of the Agreement.

Since August 2, 2018, the Respondent has failed to respond to the Union's request to schedule dates to strike arbitrators.

The terms and conditions of employment described above are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in the conduct described above without the Union's consent. By the conduct described above, the Respondent repudiated Section 3 of the Agreement.

On about the dates specified below, the Union, by email (unless otherwise indicated) to the Respondent's Human Resources Director Tonya Ford, requested that the Respondent provide the following information:

1. February 20, 2018:

- a. The Respondent's position on grievance # 20180374;
- b. Payroll procedures and processes;

2. March 16, 2018:

- a. The Respondent's position on grievance # 20180586;
- b. Copies of payroll records for the grievants' department from the previous four weeks to the present;

3. March 22, 2018:

- a. The Respondent's position on grievance # 20172756;
- b. All schedules for the grievant's departments for the previous four weeks to the present;
- c. A list of open positions posted for the previous four weeks to the present;

4. March 22, 2018:

- a. The Respondent's position on grievance # 20172767;
- b. Documentation of paid time off accrued and used by the grievants of the past 12 months to the present;

5. April 23, 2018:

- a. The Respondent's position on grievance # 20180896;
- b. The relevant rules and policies relating to the incident;
- c. Copies of any live discipline in the grievant's file;
- d. A list of employees who were disciplined for the same offense in the last 30 days;

6. April 23, 2018:

- a. The Respondent's position on grievance # 20180897;
- b. Relevant company rules and policies relating to the incident;
- c. Copies of any live discipline in the grievant's file;
- d. Relevant policies, reports/documents, and video;

7. June 1, 2018:

- a. The company relationship policy signed by Kenyada Lester;
- b. Felicia Branch's disciplinary record;
- c. Police/campus statements;
- d. Video footage of the incident;

8. June 1, 2018 (verbally):

- a. Statements or reports from campus police regarding the incident that led to the unjust discipline of employee Kenyada Lester;
- b. Any documents from the University in which they said they did not want employee Kenyada Lester back on campus;
- c. Whether Kenyada Lester was the only employee disciplined over the incident;
- d. Whether the other employee involved in the incident, Felicia Branch, was still employed;
- e. Whether the other employee involved in the incident had also been disciplined;

9. June 5, 2018 (verbally):

- a. All documents in which the University stated that they did not want Kenyada Lester on University property.

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

At all material times since about February 20, 2018, the Respondent has failed and refused to furnish the Union with the requested information, described above.

CONCLUSION OF LAW

By the conduct described above, the Respondent has failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent 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 effectuate the policies of the Act. Specifically, we shall order the Respondent to comply with the contractual grievance/arbitration procedure, to process all grievances that have not been processed since February 20, 2018, and to respond to the Union's request to schedule dates to strike arbitrators. We shall also order the Respondent to furnish the Union with the information it requested by email on February 20, March 16 and 22, April 23, and June 1, 2018, and verbally on June 1 and 5, 2018.

ORDER

The National Labor Relations Board orders that the Respondent, Perkins Management Service Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from

(a) Failing to continue in effect all the terms and conditions of the August 1, 2015–September 1, 2019 collective-bargaining agreement with UNITE HERE, Local 1 by repudiating the grievance/arbitration procedure of the contract without the Union's consent, by failing and/or refusing to respond, meet, and/or process grievances, and by failing to respond to the Union's request to schedule dates to strike arbitrators.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is necessary and relevant 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) Comply with the contractual grievance/arbitration procedure, process all grievances that have not been processed since February 20, 2018, and respond to the Union's request to schedule dates to strike arbitrators.

(b) Furnish to the Union in a timely manner the information it requested by email on February 20, March 16 and 22, April 23, and June 1, 2018, and verbally on June 1 and 5, 2018.

(c) Within 14 days after service by the Region, post at its facility in Chicago, Illinois copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms

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."

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 February 20, 2018.

(d) 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.

Dated, Washington, D.C. May 30, 2019

Lauren McFerran, Member

Marvin E. Kaplan, Member

William J. Emanuel 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.

ment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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 repudiate, or fail and refuse to adhere to, the grievance/arbitration provision of our collective-bargaining agreement with UNITE HERE, Local 1.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is necessary and relevant to the performance of its functions as the collective-bargaining representative of our unit employees.

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 adhere to the grievance/arbitration provision of our collective-bargaining agreement with the Union and WE WILL process any grievances we failed to process

pursuant to that provision and respond to the Union's request to schedule dates to strike arbitrators.

WE WILL furnish to the Union in a timely manner the information it requested by email on February 20, March 16 and 22, April 23, and June 1, 2018, and verbally on June 1 and 5, 2018.

PERKINS MANAGEMENT SERVICE
COMPANY

The Board's decision can be found at www.nlr.gov/case/13-CA-223500 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.

