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**CW Building Maintenance and Service Employees International Union, SEIU Local 87.** Case 20–CA–253040

May 20, 2020

DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS KAPLAN AND  
EMANUEL

The General Counsel seeks a default judgment in this case on the ground that CW Building Maintenance (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by Service Employees International Union, Local 87 (the Union), on December 4, 2019, the General Counsel issued a complaint and notice of hearing on February 18, 2020, against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On April 6, 2020, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. Thereafter, on April 8, 2020, 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.

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 March 3, 2020, 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 March 12, 2020, advised the Respondent that unless an answer was received by March 19, 2020, a motion for default judgment would be filed.<sup>1</sup> 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

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<sup>1</sup> On February 18, 2020, counsel for the Respondent advised the Region by email that he was retiring from active law practice for health reasons and would not be able to represent or advise the Respondent any longer. The Respondent's counsel assured the Region that the Respondent was making every attempt to provide the Union with all the requested

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 San Francisco, California (the Respondent's facility), and has been engaged in the business of providing janitorial services to office buildings.

During the 12-month period ending December 31, 2018, the Respondent, in conducting its operations, purchased and received at its San Francisco, California facility good valued in excess of \$50,000 directly from points outside the State of California.

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, Michelle Redding held the position of the Respondent's owner and has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

At all times, an attorney, who is unnamed herein but whose identity is known to the Respondent, has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

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 employees working under the provisions of the Collective Bargaining Agreement between the Union and the San Francisco Maintenance Contractors Association in effect from August 1, 2016 through July 31, 2020.

Since about February 24, 2013 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 is effective from August 1, 2016, to July 31, 2020.

At all times since February 24, 2013, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

information and requested that the Respondent be allowed 30 days to find new counsel. On February 20, 2020, the Region provided the Respondent and its former counsel with a copy of the complaint and advised the Respondent that it was unable to grant the request for an extension.

Since about July 17, 2019, the Union has requested in writing that the Respondent furnish the Union with the following information: the monthly paystubs of each unit employee, organized by individual employee, from August 2016 to the present.

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

Since about August 15, 2019, the Respondent, by its unnamed attorney, has failed and refused to furnish the Union with the information requested by it.

#### CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing 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 Respondent's unfair labor practices described above 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, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with requested information that is necessary and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested since about July 17, 2019.

#### ORDER

The National Labor Relations Board orders that the Respondent, CW Building Maintenance, San Francisco, California, its officers, agents, successors, and assigns shall:

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with Service Employees International Union, Local 87 (the Union) as the exclusive collective-bargaining representative of employees in the following unit, by failing and refusing to furnish it with the requested information that is necessary and relevant to the Union's

performance of its functions as the exclusive collective-bargaining representative of the Respondent's unit employees. The unit is:

All employees working under the provisions of the Collective Bargaining Agreement between the Union and the San Francisco Maintenance Contractors Association in effect from August 1, 2016 through July 31, 2020.

(b) 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) Furnish the Union, in a timely manner, with the information requested since July 17, 2019, to the extent that it has not already done so.

(b) Post at its San Francisco, California facility copies of the attached notice marked "Appendix."<sup>2</sup> Copies of the notice, on forms provided by the Regional Director for Region 20, 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 August 15, 2019.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 20 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 20, 2020

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John F. Ring,

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Chairman

<sup>2</sup> If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed due to the Coronavirus pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of paper notices also applies to

the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means. 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."

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Marvin E. Kaplan, Member

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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.

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 Service Employees International Union, Local 87 (the Union) as the exclusive collective-

bargaining representative of employees in the following unit, 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 exclusive collective-bargaining representative of our unit employees. The unit is:

All employees working under the provisions of the Collective Bargaining Agreement between the Union and the San Francisco Maintenance Contractors Association in effect from August 1, 2016 through July 31, 2020.

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 furnish the Union, in a timely manner, with the information requested since July 17, 2019, to the extent that we have not already done so.

CW BUILDING MAINTENANCE

The Board's decision can be found at [www.nlr.gov/case/20-CA-253040](http://www.nlr.gov/case/20-CA-253040) 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.

