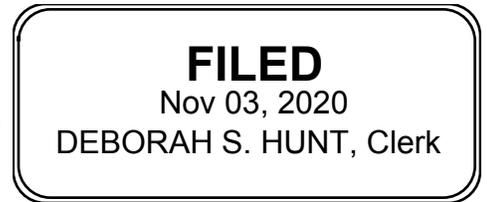


No. 20-1799

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT



NATIONAL LABOR RELATIONS BOARD,)
)
Petitioner,)
)
v.)
)
SPECTRUM JUVENILE JUSTICE SERVICES,)
)
Respondent.)

J U D G M E N T

Before: MOORE, ROGERS, and GRIFFIN, Circuit Judges.

The National Labor Relations Board (“NLRB”) applies for enforcement of its October 30, 2019 order in Case Nos. 07-CA-155494, 07-CA-160938, 07-CA-174758, and 07-CA-175342 finding that respondent Spectrum Juvenile Justice Services violated federal labor law. Spectrum has not responded to the application. As a result, the NLRB moves for a default judgment under Federal Rule of Appellate Procedure 15(b)(2).

Several Spectrum employees filed charges alleging that Spectrum violated § 8(a)(5), (3), and (1) of the National Labor Relations Act. An administrative law judge found that Spectrum violated the Act and ordered it to take numerous affirmative steps to remedy the violations. The NLRB adopted the order with slight modifications. The NLRB now applies for enforcement of its order and decision.

Federal Rule of Appellate Procedure 15(b)(2) provides that, “[w]ithin 21 days after the application for enforcement is filed, the respondent must serve on the applicant an answer to the

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application and file it with the clerk.” The failure of a respondent to file an answer as required by Rule 15(b)(2) entitles the NLRB to enforcement, *see Trafford Distrib. Ctr. v. NLRB*, 478 F.3d 172, 182 (3d Cir. 2007); *NLRB v. Country Lane Constr., Inc.*, 95 F. App’x 817, 818 (6th Cir. 2004); *NLRB v. Johnson Elec. Co.*, 472 F.2d 161, 161 (6th Cir. 1973) (order), and results in an abandonment of the unchallenged issues, making summary enforcement appropriate, *see FiveCAP, Inc. v. NLRB*, 294 F.3d 768, 791 (6th Cir. 2002) (noting that since the respondent did not challenge certain of the Board’s conclusions, the court was “obliged to summarily enforce the Board’s order as to those findings”); *NLRB v. Gen. Fabrications Corp.*, 222 F.3d 218, 231–32 (6th Cir. 2000) (same); *NLRB v. Taylor Mach. Prods., Inc.*, 136 F.3d 507, 514 (6th Cir. 1998) (holding that by failing to contest portions of the Board’s findings and conclusions, the respondent “effectively has admitted the truth of these findings and waived its right to contest the corresponding portions of the order”). The NLRB filed its application for enforcement on August 20, 2020. More than twenty-one days have elapsed, and Spectrum did not respond. Under these circumstances, entry of a default judgment is warranted.

The motion for default judgment and application for enforcement are **GRANTED**. It is **ORDERED** and **ADJUDGED** that the NLRB’s October 30, 2019 order in Case Nos. 07-CA-155494, 07-CA-160938, 07-CA-174758, and 07-CA-175342 is hereby enforced. Spectrum Juvenile Justice Services, its officers, agents, successors, and assigns shall abide by and perform the directions of the NLRB set forth in the order. (*See* attached Order and Appendix).

ENTERED BY ORDER OF THE COURT



Deborah S. Hunt, Clerk

NATIONAL LABOR RELATIONS BOARD

v.

SPECTRUM JUVENILE JUSTICE SERVICES

ORDER

Spectrum Juvenile Justice Services, Highland Park, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Coercively interrogating employees about their protected concerted activities.
- (b) Placing employees under surveillance while they engage in protected concerted activities.
- (c) Creating the impression that it is engaged in surveillance of its employees' protected concerted activities.
- (d) Threatening employees with discipline, including discharge, for engaging in protected concerted activities.
- (e) Coercively interrogating employees about their union activities, sympathies or support.
- (f) Coercively informing employees that breaks between scheduled and mandated overtime shifts would no longer be allowed because they chose the Union as their collective-bargaining representative.
- (g) Discharging, suspending, or otherwise discriminating against employees because they engage in protected concerted activities.
- (h) Unilaterally changing the terms and conditions of employment of its unit employees.
- (i) Discharging any unit employee pursuant to unlawful unilateral changes.
- (j) Eliminating breaks between scheduled and mandated overtime shifts because employees voted to select the International Union, Security, Police and Fire Professionals of America (the Union) as their collective-bargaining representative.
- (k) Refusing to bargain collectively with the Union by failing and refusing to furnish it 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.

- (l) 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) Within 14 days from the date of this Order, offer Alfred Neely and Lamont Simpson full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.
 - (b) Make Alfred Neely and Lamont Simpson whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the judge's decision.
 - (c) Make Delaine Singleton-Green, Sherman Cochran, and Tamika Kelley whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the judge's decision as amended in this decision.
 - (d) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

All full-time and part-time armed and unarmed security officers, including direct care and youth workers performing guard duties as defined in Section 9(b)(3) of the Act, employed by the Employer at its facilities located at 300 Glendale and 1961 Lincoln, Highland Park, Michigan, but excluding, all office clerical employees, professional employees and supervisors as defined by the Act.
 - (e) Rescind the changes in the terms and conditions of employment for its unit employees that were unilaterally implemented on or after March 2016, including the policy of requiring contingent employees to work mandated overtime shifts and the elimination of breaks between employees' scheduled and mandated overtime shifts.
 - (f) Within 14 days from the date of this Order, offer Quiana Jenkins and all other contingent employees who were discharged for failing to comply with the unilaterally imposed requirement that they work mandated

overtime shifts full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

- (g) Make whole Quiana Jenkins and all other contingent employees who were discharged for failing to comply with the unilaterally imposed requirement that they work mandated overtime shifts for any losses incurred as a result of its unilateral changes in terms and conditions of employment, in the manner set forth in the remedy section of the judge's decision.
- (h) Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.
- (i) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharges and suspensions, and within 3 days thereafter, notify the employees in writing that this has been done and that the discharges and suspensions will not be used against them in any way.
- (j) Furnish to the Union in a timely manner the information requested by the Union on March 29 and July 1, 2016.
- (k) 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 backpay due under the terms of this Order.
- (l) Within 14 days after service by the Region, post at its Highland Park, Michigan facilities copies of the attached notice marked "Appendix." 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 July 3, 2015.

- (m) 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 Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

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 any 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 coercively question you about your protected concerted activities.

WE WILL NOT place you under surveillance while you engage in protected concerted activities.

WE WILL NOT create the impression that we are engaged in surveillance of your protected concerted activities.

WE WILL NOT threaten you with discipline, including discharge, for engaging in protected concerted activities.

WE WILL NOT coercively question you about your union activities, sympathies or support.

WE WILL NOT coercively inform you that breaks between scheduled and mandated overtime shifts are no longer allowed because you chose the Union as your collective-bargaining representative.

WE WILL NOT discharge, suspend, or otherwise discriminate against any of you for engaging in protected concerted activities.

WE WILL NOT change your terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT discharge any unit employee pursuant to our unlawful unilateral changes.

WE WILL NOT eliminate breaks between scheduled and mandated overtime shifts because you voted to select the Union as your collective-bargaining representative.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's

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, within 14 days from the date of the Board's Order, offer Alfred Neely and Lamont Simpson full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Alfred Neely and Lamont Simpson whole for any loss of earnings and other benefits resulting from their discharge, less any net interim earnings, plus interest, and WE WILL also make them whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL make Delaine Singleton-Green, Sherman Cochran, and Tamika Kelley whole for any loss of earnings and other benefits suffered as a result of their unlawful suspensions, plus interest.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following bargaining unit:

All full-time and part-time armed and unarmed security officers, including direct care and youth workers performing guard duties as defined in Section 9(b)(3) of the Act, employed by the Employer at its facilities located at 300 Glendale and 1961 Lincoln, Highland Park, Michigan, but excluding, all office clerical employees, professional employees and supervisors as defined by the Act.

WE WILL rescind the changes in the unit employees' terms and conditions of employment that were unilaterally implemented on or after March 2016, including the policy of requiring contingent employees to work mandated overtime shifts and the elimination of breaks between employees' scheduled and mandated overtime shifts.

WE WILL, within 14 days from the date of the Board's Order, offer Quiana Jenkins, and all other contingent employees who were discharged for failing to comply with the unilaterally imposed requirement that they work mandated overtime shifts, full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make whole Quiana Jenkins and all other contingent employees who were discharged for failing to comply with the unilaterally imposed requirement that they work mandated overtime shifts for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest, and WE

WILL also make these employees whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges and suspensions, and WE WILL , within 3 days thereafter, notify the employees in writing that this has been done and that the discharges and suspensions will not be used against them in any way.

WE WILL furnish to the Union in a timely manner the information requested by the Union on March 29 and July 1, 2016.

SPECTRUM JUVENILE JUSTICE SERVICES

The Board's decision can be found at <https://www.nlrb.gov/case/07-CA-155494> 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., Room 5011, Washington, DC 20570, or by calling (202) 273-1940.

