

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case No.
CW BUILDING MAINTENANCE	:	20-CA-259459
	:	
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, CW Building Maintenance, its officers, agents, successors, and assigns, enforcing its order dated October 22, 2020, in Case No. 20-CA-259459, reported at 370 NLRB No. 38, and the Court having considered the same, it is hereby

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

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

CW BUILDING MAINTENANCE

ORDER

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 appropriate unit by failing to pay unit employees contractually-required wages in accordance with the August 1, 2016—July 31, 2020 Agreement. The bargaining 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) Failing and refusing to pay unit employees by voucher check, to pay employees weekly or biweekly, and to provide employees a payroll check in accordance with the August 1, 2016 - July 31, 2020 Agreement.
 - (c) Failing and refusing to remit unit employees' dues to the Union in accordance with the August 1, 2016 - July 31, 2020 Agreement.
 - (d) 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) Pay unit employees all contractually required wages in accordance with the August 1, 2016 - July 31, 2020 Agreement, in the manner set forth in the remedy section of this decision.

- (b) Rescind the changes in terms and conditions of employment for unit employees that were unilaterally implemented on January 1, 2020, in the manner set forth in the remedy section of this decision.
- (c) Make the Union whole by remitting to the Union dues that were deducted from employees' paychecks but not remitted from March 1, 2020, until the expiration of the Agreement on July 31, 2020, with interest, in the manner set forth in the remedy section of this decision.
- (d) Return to employees any dues deducted but not remitted to the Union after the expiration of the August 1, 2016 - July 31, 2020 Agreement in the manner set forth in the remedy section of this decision.
- (e) Make unit employees whole for any expenses ensuing from the Respondent's failure to remit union dues, with interest, in the manner set forth in the remedy section of this decision.
- (f) Compensate employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 20, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.
- (g) 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.
- (h) Post at its San Francisco, California facilities copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by

¹ If the facility involved in this proceeding 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 this proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees return to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical

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, the 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. The Respondent shall take reasonable steps 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 November 1, 2019.

- (i) 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.

posting of paper notices also applies to the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means.

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 Service Employees International Union, Local 87 (the Union) as the exclusive collective-bargaining representative of employees in the following appropriate unit by failing to pay unit employees contractually-required wages in accordance with the August 1, 2016—July 31, 2020 Agreement. The bargaining 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 fail and refuse to pay you by voucher check, weekly or biweekly, and provide you with a payroll check in accordance with the August 1, 2016—July 31, 2020 Agreement.

WE WILL NOT fail and refuse to remit your dues to the Union in accordance with the August 1, 2016—July 31, 2020 Agreement.

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 pay you all contractually required wages in accordance with the August 1, 2016 - July 31, 2020 Agreement, plus interest.

WE WILL rescind the changes to your terms and conditions of employment that were unilaterally implemented on January 1, 2020.

WE WILL remit to the Union dues that were deducted from your paychecks and that have not been remitted from March 1, 2020 until the expiration of the August 1, 2016—July 31, 2020 Agreement, with interest.

WE WILL return to you any dues that we deducted from your paychecks but did not remit to the Union after the August 1, 2016 - July 31, 2020 Agreement expired, plus interest.

WE WILL make you whole for any expenses ensuing from our failure to remit dues to the Union, plus interest.

WE WILL compensate 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 20, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years for each employee.

CW BUILDING MAINTENANCE

The Board's decision can be found at www.nlr.gov/case/20-CA-259459 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.

