

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

GSSP ENTERPRISES, INC.

And

CASE 13-CA-65509, CA-66285

TEAMSTERS LOCAL UNION NO. 727

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Teamsters Local Union No. 727, herein called the Union, has charged in Cases 13-CA-65509, 13-CA-66285, that GSSP Enterprises, Inc. , herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing and alleges as follows:

I

(a) The charge in Case 13-CA-65509 was filed by the Union on September 27, 2011, and a copy was served by regular mail on Respondent on September 28, 2011.

(b) The first amended charge in 13-CA-65509 was filed by the Union on November 16, 2011, and a copy was served by regular mail on Respondent on November 16, 2011.

(c) The charge in Case 13-CA-66285 was filed by the Union on October 6, 2011 and a copy was served by regular mail on Respondent on October 7, 2011.

(d) The first amended charge in 13-CA-66285 was filed by the Union on November 16, 2011 and a copy was served by regular mail on the Respondent on November 16, 2011.

II

(a) At all material times the Respondent, an Ohio corporation, with an office and principal place of business in Dayton, Ohio, has had a contract with the City of Chicago for the transportation and removal of deceased bodies.

(b) During the past calendar year, a representative period, Respondent, in conducting its business operations described above in paragraph II (a), provided services valued in excess of \$50, 000 directly to the City of Chicago. In turn, the City of Chicago provided goods and services valued in excess of \$50,000 directly to vendors located outside the state of Illinois.

(c) At all material times Respondent has been an Employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

III

At all material times the Union, Teamsters Local Union No. 727, has been a labor organization within the meaning of Section 2(5) of the Act.

IV

At all material times, Brian Higgins, has been the President and CEO of the Respondent, and a supervisor within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

V

(a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time deceased body transporters employed by the Respondent at its facility currently located at 175 North Harbor Drive, #5502, Chicago, Illinois; but excluding office clerical employees and guards, professional employees and supervisors as defined in the Act.

(b) Since June 2007 and at all material times the Union has been the designated exclusive collective bargaining representative of the Unit and has been recognized as that representative by the Respondent. This recognition was embodied in the most recent collective-bargaining agreement, effective from January 1, 2008 through December 31, 2011.

(c) At all times since June 2007, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) Since on or about September 8, 2011, the Union, by letter has requested that the Respondent furnish the Union with the following information:

- 1.) A copy of any notice or written documentation issued to bargaining unit members regarding losing the City of Chicago removal contract and the potential closure of operations in Chicago.
- 12.) A copy of any and all documents demonstrating that any and all business circumstances that were not reasonably foreseeable that caused the closure of operations in Chicago, including but not limited to sudden, dramatic and expected action or condition outside the Company's control.
- 13.) A copy of any and all documents demonstrating that a principal client suddenly and unexpectedly terminated and/or failed to renew a major contract with the Company.

(b) The information requested by the Union, as described above in paragraph VI(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

(c) Since on or about September 20, 2011 Respondent, in writing, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VI(a).

(d) Since on or about September 20, 2011, the Union, by email, has requested that the Respondent furnish the Union with the following information:

- 1.) A copy of any notice or written documentation issued to bargaining unit members regarding losing the City of Chicago removal contract and the potential closure of operations in Chicago.
- 2.) A list of the entire payroll (full-time and part time employees and not exclusive to bargaining unit members) for the thirty-day period prior to GSSP losing the contract with the City of Chicago

(e) The information requested by the Union, as described above in paragraph VI(d) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

(f) Since on or about September 27, 2011, Respondent by its counsel Anthony Cicero, in writing, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VI(d)

(g) Since on or about October 13, 2011, the Union, by email, has requested that the Respondent furnish the Union with the following information related to the alleged litigation involving the loss of the contract with the City of Chicago:

- 1.) Case number
- 2.) Name of the presiding judge
- 3.) Copies of any and all filings made on behalf of your client in said litigation (including but not limited to the initiating Complaint and may motions for injunctive relief).

(h) The information requested by the Union, as described above in paragraph VI(g) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

(i) Since on or about October 2011, Respondent by its counsel Anthony Cicero has failed and refused to furnish the Union with the information requested by it as described above in paragraph VI(g).

VII

a) On or about September 1, 2011, the Respondent closed its business operations and terminated the employees who worked in Chicago.

(b) On or about September 8, 2011, the Union, by letter, requested that the Respondent bargain collectively over the effects of the Respondent's closure of the Chicago operations.

(c) On or about September 20, 2011, the Union, by email, renewed its request that the Respondent bargain collectively over the effects of the Respondent's closure of the Chicago operations.

(d) Since September 8, 2011, the Respondent has failed and refused to bargain collectively about the subject set forth above in paragraphs VIII (a) and (b).

(e) The subject set forth in paragraph VII (a) and (b) and (c) relates to the wages, hours and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

VIII

By the conduct described above in paragraph VI, Respondent has failed and refused to provide information to the Union in violation of Section 8(a)(1) and (5) of the Act and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

VIX

By the conduct described above in paragraph VII, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act and affecting commerce within the meaning of Sections 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph VII, the Acting General Counsel seeks an order requiring that Respondent make whole the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) and an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay payment and taxes that would have been owed had there been no discrimination. Further, that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate calendar quarters. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before December 28, 2011, or postmarked on or before December 27, 2011.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the complaint are true.