

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

GUITAR CENTER STORES, INC.

and

**Cases 13-CA-130446
13-CA-140542
13-CA-143904
28-CA-130447
28-CA-143323
02-CA-130838
02-CA-130443**

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, RWDSU, UNITED FOOD AND
COMMERCIAL WORKERS**

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

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 13-CA-130446 and Cases 13-CA-140542, 13-CA-143904, 28-CA-130447, 28-CA-143323, 02-CA-130838 and 02-CA-130443, which are based on charges filed by Retail, Wholesale and Department Store Union, RWDSU, United Food and Commercial Workers ("Charging Party" or "Union"), against Guitar Center Stores, Inc. ("Respondent") are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

I.

(a) The charges in the above cases were filed by the Charging Party as set forth in the following table, and served upon the Respondent on the dates indicated below by U.S. mail.

<i>Case No.</i>	<i>Amended</i>	<i>Date Filed</i>	<i>Date Served</i>
13-CA-130446		June 10, 2014	June 10, 2014
	1 st amended	January 12, 2015	January 12, 2015
	2 nd amended	June 15, 2015	June 16, 2015
13-CA-140542		November 7, 2014	November 10, 2014
13-CA-143904		January 6, 2015	January 6, 2015
28-CA-130447		June 10, 2014	June 10, 2014
	1 st amended	January 12, 2015	January 14, 2015
	2 nd amended	June 15, 2015	June 16, 2015
28-CA-143323		December 22, 2014	December 22, 2014
02-CA-130443		June 10, 2014	June 11, 2014
	1 st amended	January 12, 2015	January 15, 2015
	2 nd amended	June 15, 2015	June 16, 2015
02-CA-130838		June 16, 2014	June 17, 2014

II.

(a) At all material times, Respondent has been a corporation with an office and place of business in Chicago, Illinois; Manhattan, New York; and Las Vegas, Nevada (collectively, Respondent's facilities); and has been engaged in the retail sale of musical instruments and related products.

(b) In conducting its operations at Respondent's facilities as described above in paragraph II(a) during the past 12-month period, Respondent derived gross revenues in excess of \$500,000.

(c) During the period of time described above in paragraph II(b), Respondent sold and shipped from Respondent's Chicago facility products, goods and materials valued in excess of \$5,000 directly to points outside the State of Illinois.

(d) 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 Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

IV.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act):

Dennis Haffeman	-	Executive Vice President of Human Resources
Michael Pendleton	-	Senior Vice President & General Counsel
Gina Villavicencio	-	Vice President of Human Resources

V.

About September 22, 2014, Respondent, via its internal website/electronic bulletin board "Backstage," threatened employees with reduced benefits because of their union membership or affiliation.

VI.

(a) At various times during the months of July 2013 to present, Respondent discriminatorily denied granting its Phase 3 wage plan to employees represented by the Union in the Units described below in paragraph VII(a) ("the Union employees").

(b) About September 22, 2014, Respondent denied the Union employees the opportunity to participate in company-wide contests.

(c) Respondent engaged in the conduct described above in paragraph VI (a) and (b) because employees joined and assisted the Union, and to discourage employees from engaging in union activities.

VII.

(a) The following employees of Respondent (the "Chicago Unit," "Manhattan Unit," and "Las Vegas Unit," respectively) constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

CHICAGO

All full-time and regular part-time operations employees, commissioned sales employees in the guitar, drum, hi-tech, and accessories departments, department managers, assistant managers, Elite sales employees and the Platinum Room Manager employed at the Employer's facility currently located at 2633 North Halsted, Chicago, IL 60614; but excluding all other employees, G.C. Pro sales employees, sales training managers, operations managers, store managers, professional employees, guards and supervisors as defined by the Act.

MANHATTAN

All full-time and regular part-time commissioned sales employees in the guitar, drum, hi-tech, and accessories departments, department managers, assistant managers, assistant to manager and platinum room manager employed by the Employer at its facility located at 25 West 14th Street, New York, NY; but excluding all other employees including the G.C. pro, employees in the operations and support departments, sales training managers, operations managers, store managers, store merchandisers, and guards, and professional employees and supervisors as defined in the Act.

LAS VEGAS

All full-time and regular part-time commissioned sales associates, department managers, assistant managers, and platinum room managers employed by the Employer at its Las Vegas, Nevada, facility; but excluding all other employees, including the G.C. professional employees, sales managers, operations managers, general manager, employees in the operations and support departments, sales training managers, operations associates, guards, and supervisors as defined in the Act.

(b) On October 24, 2013, the Union was certified as the exclusive collective-bargaining representative of the Chicago Unit.

(c) On June 3, 2013, the Union was certified as the exclusive collective-bargaining representative of the Manhattan Unit.

(d) On November 14, 2013, the Union was certified as the exclusive collective-bargaining representative of the Las Vegas Unit.

(e) At all times since the dates set forth in paragraph VII(b)-(d), based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of each of the Units.

VIII.

(a) At various times during the months of July 2013 to present, Respondent and the Union met for the purposes of negotiating initial collective-bargaining agreements for the Union employees with respect to wages, hours, and other terms and conditions of employment.

- (b) During the time period described above in paragraph VIII (a), Respondent:
- i. made regressive bargaining proposals;
 - ii. bargained with no intention of reaching an agreement;
 - iii. made unilateral changes to mandatory subjects of bargaining;
 - iv. failed to make proposals for extended periods of time;
 - v. implemented benefits in non-Union facilities which were in close physical proximity to Respondent's Union facilities;
 - vi. refused to discuss certain wage plans with the Union during bargaining;

(c) On about September 22, 2014, Respondent unilaterally and without notice to the Union changed its policy on which employees are allowed to participate in company-wide sponsored contests.

(d) By its overall conduct, including the conduct described above in paragraphs VIII (b) and (c), Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the named Units.

IX.

(a) About June 10, 2014, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Manhattan Unit.

(b) About November 18, 2014, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Las Vegas Unit.

X.

By the conduct described above in paragraph V, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

XI.

By the conduct described above in paragraph VI Respondent has been discriminating in regard to terms or conditions of employment, of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

XII.

By the conduct described above in paragraphs VIII and IX 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 Sections 8(a)(1) and (5) of the Act.

XIII.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

As part of the remedy for Respondent's unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to: (1) post in all its Guitar Center Stores any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its plants if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at the following store locations: 25 West 14th Street, New York, NY 10011; 6587

Las Vegas Boulevard, #B172, Las Vegas, NV 89119; and 2633 North Halsted Street, Chicago, IL 60614-2301.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs VIII and IX, the General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs VIII and IX, the General Counsel seeks an Order requiring Respondent to reimburse the Union for its costs and expenses incurred in collective bargaining for all negotiations from July 2013 forward, including, for example, reasonable salaries, travel expenses, and per diems.

The 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 August 7, 2015, or postmarked on or before August 6, 2015.** 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 **E-File 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 answer 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 continue to 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 still be accomplished by means allowed under 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 a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 19, 2015, 11:00 a.m. at 209 South LaSalle Street, Suite 900, Chicago, Illinois** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 24, 2015

/s/ Peter Sung Ohr

PETER SUNG OHR
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 13
209 S La Salle St Ste 900
Chicago, IL 60604-1443

Attachments