

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

**WIL-SHAR, INC.**

**and**

**Cases 26-CA-023869  
26-CA-023903**

**IRONWORKERS, LOCAL 584**

**JOINT MOTION TO REMAND CASES TO THE ACTING REGIONAL  
DIRECTOR FOR APPROVAL OF INFORMAL BOARD SETTLEMENT AGREEMENT**

The undersigned, pursuant to Section 102.47 of the Board's Rules and Regulations, as amended, hereby files this joint motion requesting that the Board remand the above-captioned cases to the Acting Regional Director for Region 26 for the purpose of approving the parties' settlement agreement.

1. On April 28, 2011, the Regional Director of Region 26 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in the above matter. The Consolidated Complaint alleged that Respondent threatened and interrogated employees in violation of Section 8(a)(1) of the Act and discharged employee Charles Robbins on July 13, 2010 in violation of Section 8(a)(1) and 8(a)(3) of the Act.

2. Administrative Law Judge Margaret G. Brakebusch heard this matter on June 8, 9 and 10, 2011.

3. On November 4, 2011, ALJ Brakebusch issued a Decision finding, in pertinent part, that Respondent violated the Act by discharging Charles Robbins.

4. On March 28, 2012, the parties commenced participation in the Board's alternative dispute resolution program. From that date through April 23, 2012, the parties engaged in seven conference calls with ALJ Paul Buxbaum. The Charging Party, Ironworkers, Local 584, ceded to the Region the authority to negotiate a settlement on behalf of the Union with the ultimate consent of Charles Robbins, the lone discriminatee in this case.

5. On April 23, 2012, the parties agreed to a settlement to resolve the issues in this matter. Specifically, Respondent has agreed to pay Robbins, who has waived his

right to reinstatement, backpay and interest in the amount of \$27,000.00. Respondent has also agreed to post the Notice to Employees, as set forth in the ALJ's Order, for the requisite 60 consecutive day period at its Rogers Arkansas facility. Robbins has agreed to the terms of the settlement, including the backpay and waiver of reinstatement. Respondent has agreed to submit the backpay and interest checks to the Region within 14 days of the date the Acting Regional Director approves the settlement agreement.

6. The settlement effectuates the purposes and policies of the Act in that it remedies the Consolidated Complaint allegations consistent with the remedial provisions of Board orders in cases involving such violations. Moreover, it meets the requirements of *Independent Stave Company*, 287 NLRB 740 (1987). All parties have agreed to the settlement through participation in the Board's alternative dispute resolution program and freely join in this joint motion to the Board.

7. Based on the above, Counsel for the Acting General Counsel respectfully requests that the Board remand the above-captioned cases to the Acting Regional Director for Region 26 for the purpose of approving the settlement agreement.

Dated at Memphis, Tennessee this 25<sup>th</sup> day of April, 2012.

Respectfully submitted,

  
\_\_\_\_\_  
Christopher J. Roy  
Counsel for the Acting General Counsel  
National Labor Relations Board - Region 26  
The Brinkley Plaza Building - Suite 350  
89 Monroe Avenue  
Memphis, TN 38103-2416  
901-544-0056

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P.O. Box 184  
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479-582-4600

 4/26/12

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Michael Richards, Organizer  
Ironworkers Local 584  
14716 East Pine  
Tulsa, OK 74116-2204  
918-437-1436



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5-10-12

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

IN THE MATTER OF

**WIL-SHAR, INC.**

**Cases 26-CA-023869 & 26-CA-023903**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. Notices shall be distributed electronically, if the Charged Party customarily communicates with its employees by such means. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

In addition to physical posting of paper notices, notices shall be distributed electronically, such as by e-mail, posting on an intranet or an internet site, or other electronic means, if the Charged Party customarily communicates with its employees or members by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. The Charged Party will e-mail the Region's Compliance Officer at David.Glissendorf@nlrb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer. If the Notice is distributed via e-mail, the charged party will forward a copy of the e-mail distributed to the Regional Compliance Officer.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** - Within 14 days from the date the Board approves the parties' Joint Motion in this matter, the Charged Party will make Charles Robbins whole for backpay and interest by issuing two checks payable to his order as follows: (1) one check for \$25,288.00 representing backpay, subject to the standard tax withholdings and: (2) a second check for \$1,712.00 representing interest which will have no deductions or withholdings

**SCOPE OF THE AGREEMENT** — This Agreement settles only the following allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters:

On July 13, 2010 the Employer terminated Charles Robbins in retaliation for his protected concerted activity and his perceived union activity.

Since October 15, 2010 the Employer threatened its employees with a loss of employment or that it would cease operation or that there will not be any available work if employees selected Ironworkers Local 584 as their collective bargaining representative and made statements that it would be futile to support the Union.

It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY.**

Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No BW  
Initials

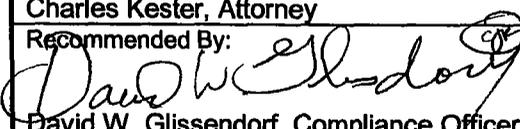
5-10-12

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director and the Board approves the parties' Joint Motion, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue the complaint on the allegations spelled out above in the Scope of Agreement section, Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the aforementioned complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint.

The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

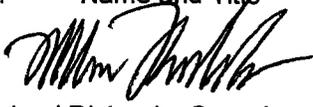
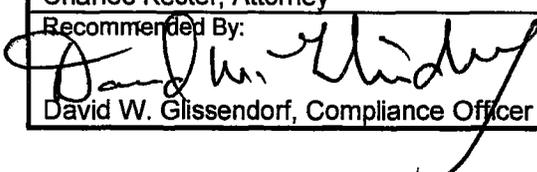
<b>Charged Party</b> Wil-Shar, Inc.		<b>Charging Party</b> Ironworkers Local 584	
By: Name and Title  William Witcofski, Owner or Charles Kester, Attorney	Date 5-10-12	By: Name and Title Michael Richards, Organizer	Date
Recommended By:  David W. Glissendorf, Compliance Officer	Date 5/15/12	Approved By: Acting Regional Director, Region 26	Date

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director and the Board approves the parties' Joint Motion, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

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<b>Charged Party</b> Wil-Shar, Inc.		<b>Charging Party</b> Ironworkers Local 584	
By: Name and Title	Date	By: Name and Title	Date
William Witcofski, Owner or Charles Kester, Attorney		 Michael Richards, Organizer	5/1/2012
Recommended By:	Date	Approved By:	Date
 David W. Glissendorf, Compliance Officer	5/11/12	Acting Regional Director, Region 26	

**NOTICE TO EMPLOYEES**

**Posted Pursuant to a Settlement Agreement Approved by a Regional Director of the  
National Labor Relations Board  
An Agency of the United States Government**

**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** terminate employees for engaging in protected concerted activity or because of their union membership or support.

**WE WILL NOT** interrogate our employees about their union activities.

**WE WILL NOT** threaten our employees with a loss of employment or to cease operation or that there will not be any available work if employees select the Union as their collective bargaining representative.

**WE WILL NOT** tell employees that it would be futile to select the Union as their collective bargaining representative.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL** make Charles Robbins, who has waived his right to reinstatement, whole for any loss of earnings and other benefits resulting from his termination, less any net interim earnings, plus interest, pursuant to a settlement agreement.

**WE WILL** remove from our files any reference to the unlawful layoff of Charles Robbins, and **WE WILL** notify him in writing that this has been done and that the termination will not be used against him in any way.

**WIL-SHAR, INC.**  
**(Employer)**

**Dated** \_\_\_\_\_ **By** \_\_\_\_\_  
**(Representative) (Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act, and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

The Brinkley Plaza Building, Suite 350, 80 Monroe Avenue, Memphis, Tennessee 38103  
(901) 544-0018, Hours: 8:00 a.m. to 4:30 p.m.

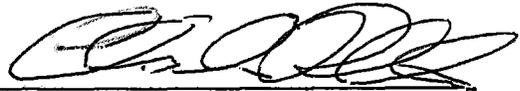
**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

**THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFER, (901) 544-0011.**

*BW 5-10-12*

**WAIVER OF REINSTATEMENT**

I, Charles Robbins, am the same Charles Robbins alleged by the National Labor Relations Board to have been unlawfully terminated by Wil-Shar Steel Erectors in Cases 26-CA-023869 and 26-CA-023903. While I fully understand that upon successful prosecution of this case I would otherwise be entitled to full backpay and immediate reinstatement to my former position of employment without prejudice to my seniority or other rights and privileges, I hereby voluntarily waive and disclaim any and all rights to reinstatement and relinquish any and all claims to further or greater backpay in consideration of the payment to me of \$27,000.00 which represents backpay and interest, subject to standard tax withholding and deductions.



Charles

Robbins

Date 4-24-2012