

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD

REGION 22

ALTURA CONCRETE CORPORATION

and

Case 22-CA-075740

GEORGE PATUNAS, an Individual

REISSUED COMPLAINT

Based upon a charge filed by George Patunas, an Individual, a Complaint and Notice of Hearing issued in Case 22-CA-075740, against Altura Concrete, Inc., herein called by its correct legal name, Altura Concrete Corporation (Respondent), alleging that it violated the National Labor Relations Act, 29 U.S.C. Section 151 et seq., (the Act) by engaging in unfair labor practices. On August 1, 2012, a Settlement Agreement and Notice to Employees (the Settlement Agreement) in this case was approved, a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint.

Respondent has failed to comply with all of the terms of the Settlement Agreement by:

- (1) failing to post signed copies of the Notice in prominent places around its facility;
- (2) failing to mail signed copies of the Notice to certain current and former employees, provide a list of the names and addresses of the employees to whom the Notices were mailed and provide written confirmation of the mailings;
- (3) failing to pay the specified amount of backpay and interest to the Charging Party; and,
- (4) failing to pay the

specified amount of contributions to the District Council of Ironworkers Benefit Fund on behalf of the Charging Party. Accordingly, pursuant to the terms of the Settlement Agreement, Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (Board), the Complaint is reissued and alleges as follows:

1. The charge in this proceeding was filed by Patunas on March 2, 2012, and a copy was served by regular mail on Respondent on the same date.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Little Ferry, New Jersey, herein called Respondent's Little Ferry facility, and has been a concrete contractor in the construction industry performing concrete services for commercial buildings, educational institutions and/or retail concerns throughout the state of New Jersey.

(b) During the period of time described in paragraph 2(a), Respondent purchased and received at its Little Ferry facility goods valued in excess of \$50,000 from firms located within the State of New Jersey which in turn, purchased those goods directly from outside of the State of New Jersey.

3. 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.

4. At all material times, Local 455, Ironworkers ("the Union") has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Phillip Miller, Respondent's Construction Manager, has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the

Act.

6. About February 29, 2012, Respondent, by its Construction Manager, Phillip

Miller, discharged its employee, George Patunas.

7. Respondent engaged in the conduct described above in paragraph 6, because Patunas assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. By the conduct described above in paragraphs 6 and 7, Respondent has been discriminating in regard to the hire or tenure or 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.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 8, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel further seeks, as part of the remedy for the allegations in paragraphs 6 through 8, that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when back pay is paid, it will be allocated to the appropriate periods. The Acting General Counsel further seeks all other relief as may be just and proper to remedy

the unfair labor practices alleged.

ANSWER REQUIREMENT

The Respondent has waived its right to file an answer to the Complaint. By the terms of the Settlement Agreement, the Respondent acknowledged that with its non-compliance with the terms of the Settlement Agreement, the allegations of the Complaint will be deemed admitted and its Answer to the Complaint will be considered withdrawn; that the Acting General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint; and that the only issue that may be raised before the Board is whether the Respondent defaulted on the terms of the 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 Respondent on all issues raised by the Complaint.

Dated at Newark, New Jersey, this 17th day of December, 2012.



J. Michael Lightner
Regional Director
National Labor Relations Board, Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102