

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

TOTAL FIRE PROTECTION, INC.

and

Case 18-CA-095375

**ROAD SPRINKLER FITTERS LOCAL
UNION NO. 669, U.A., AFL-CIO**

DECISION AND ORDER

Statement of the Case

On November 26, 2013, Total Fire Protection, Inc. (the Respondent), Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

At all material times, the Respondent has been a South Dakota corporation with an office and place of business in Brandon, South Dakota (the Respondent's facility), and has been a fire sprinkler system contractor in the construction industry doing commercial construction.

In conducting its operations during the 12-month period ending January 31, 2013, the Respondent sold and shipped from its Brandon, South Dakota facility goods valued in excess of \$50,000 directly to points outside the State of South Dakota.

In conducting its operations during the 12-month period ending January 31, 2013, the Respondent purchased and received at its Brandon, South Dakota facility goods and services valued in excess of \$50,000 directly from suppliers located outside the State of South Dakota.

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

2. The labor organization involved

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

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, Total Fire Protection, Inc., Brandon, South Dakota, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening or restraining employees by instructing them not to speak to union representatives or soliciting them to report the appearance of union representatives on job sites to a supervisor so that the representatives could be removed from the sites.

(b) Threatening employees with adverse consequences if they talk to union representatives.

(c) Discharging employees in retaliation for their engagement in protected concerted activities, such as discussing prevailing wage regulations, collecting pay statements, and contacting a state government agency in support of better wages.

(d) Discharging employees in retaliation for supporting the Union or any other labor organization.

(e) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act

(a) Within 14 days from the date of the Board's Order, remove from the Respondent's files any reference to the December 12, 2012 discharges of Adam Lind and Marty Lindahl. Within 3 days thereafter, notify those employees, in writing, that this was done and that the December 12, 2012 discharges will not be used against them in any way.

(b) Make whole the following employees for any loss of pay or benefits they may have suffered by reason of discrimination against them, by payment to them of the amounts set forth opposite their respective names:

Adam Lind	\$ 209.66
Marty Lindahl	\$1314.63

(c) 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.

(d) Within 14 days of service by the Region, post at its Brandon, South Dakota facility copies of the attached Notice marked "Appendix A." Copies of the Notice, on forms provided by Region 18, 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. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, 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, 2012.

(e) In addition to physical posting of paper notices, the Notice to Employees 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, and the Notice to Employees shall be read to employees during working time at a mandatory meeting by the Respondent's owner, Chris Brandt, or by a Board agent in his presence.

(f) Within 21 days after service by the Region, file with the Regional Director 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.

Dated, Washington, D.C., February 25, 2014

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Nancy Schiffer, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

As you may know, the Road Sprinkler Fitters Local Union 669, U.A., AFL-CIO filed a charge with the National Labor Relations Board alleging we violated the National Labor Relations Act. That charge has been investigated and settled. As part of the Formal Settlement Agreement, we have agreed to post 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 threaten or restrain employees by instructing them not to speak to union representatives or soliciting them to report the appearance of union representatives on job sites so that they can be removed from the sites.

WE WILL NOT threaten employees with adverse consequences if they talk to union representatives.

WE WILL NOT discharge employees in retaliation for their engagement in protected concerted activities, such as discussing prevailing wage regulations, collecting pay statements, and contacting a state government agency in support of better wages.

WE WILL NOT discharge employees in retaliation for supporting the Union or any other labor organization.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL remove from our files any reference to the December 12, 2012 discharges of Adam Lind and Marty Lindahl, and **WE WILL** notify those employees, in writing, that this

was done and that the December 12, 2012 discharges will not be used against them in any way.

WE WILL make Adam Lind and Marty Lindahl whole for any loss of pay and benefits they may have suffered by reason of their December 12, 2012 discharges.

TOTAL FIRE PROTECTION, INC.