

NOT WRITE IN THIS SPACE

Case

Date Filed

13-CA-114946

October 18, 2013

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Security Walls, LLC		b. Tel. No. (865) 546-2597
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 130 Martinwood Road Knoxville, TN 37923	e. Employer Representative Hunter Gilmore, Project Manager	g. e-Mail
		h. Number of workers employed 26
i. Type of Establishment (factory, mine, wholesaler, etc.) Government Facility	j. Identify principal product or service Security	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) & (5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Please see attached.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union, Security, Police and Fire Professionals of America (SPFPA) & its Local No.554

4a. Address (Street and number, city, state, and ZIP code)

25510 Kelly Road, Roseville, MI 48066

4b. Tel. No.
(586) 772-7250

4c. Cell No.

4d. Fax No.
(586) 772-9644

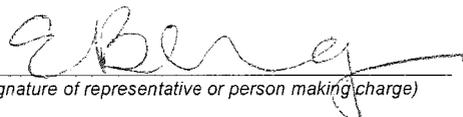
4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Same as #3.

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)

Eric Berg, Attorney for Charging Party

(Print/type name and title or office, if any)
October 18, 2013

Tel. No. (313) 964-5600

Office, if any, Cell No.

Fax No. (313) 964-2125

e-Mail
Eric@unionlaw.net

Address Gregory, Moore, Jeakle & Brooks, 65 Cadillac Square, Suite 3727, Detroit MI 48226

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is for the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of the information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



Attachment to (form NLRB-501 (2-08)) Unfair Labor Practice Charge against Security Walls, LLC (at Argonne National Laboratories) by International Union, Security, Police & Fire Professionals of America (SPFPA) and its Local No. 554.

2. Basis of Charge:

The job site is Argonne National Laboratory 9700 S. Cass Ave. Lemont, IL 60439.

A. On or about August 28, 2013, Local Union Steward Adam Koshiol was disciplined in retaliation for engaging in protected concerted activity, specifically, discussing working conditions during a scheduled union orientation session for new employees.

B. On or about August 22, 2013, the Company terminated the employment of Matthew Terres. The Company refused to disclose the reason for his termination and refused to discuss the issue with the Union upon its request. Upon information and belief Terres was fired for discussing terms and conditions of employment with a fellow employee.

C. On or about September 16, 2013, Antonia Benda was constructively discharged by the Company in retaliation for discussing terms and conditions of employment with her fellow employees.

By the foregoing and other acts, the Employer has interfered with, restrained, and coerced its employees in violation of the rights guaranteed in Section 7 of the Act.

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
13-CA-114946	January 30, 2014

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Security Walls LLC		b. Tel. No. (865)546-2597
d. Address (street, city, state ZIP code) 130 Martinwood Road, Knoxville, TN 37923		c. Cell No.
e. Employer Representative Hunter Gilmore		f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Lemont, IL
i. Type of Establishment (factory, nursing home, hotel) Government facility	j. Principal Product or Service Security Services	k. Number of workers at dispute location: 26

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about August 18, 2013, the Employer has failed to bargain collectively and in good faith with the Security, Police, and Fire Professionals of America (SPFPA) and its Local No. 554, by failing to notify and bargain with the Union prior to suspending and terminating employee Matthew Terres in violation of Section 8(a)(5) of the Act

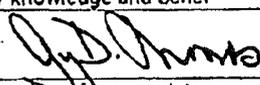
Since about August 20, 2013 and continuing, the Employer has failed to bargain collectively and in good faith with the Security, Police and Fire Professionals of America (SPFPA) and its Local 554, by failing to provide information to the Union related to the suspension and termination of employee Matthew Terres in violation of Section 8(a)(5) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union, Security, Police and Fire Professionals of America (SPFPA) & its Local No. 554

4a. Address (street and number, city, state, and ZIP code) 25510 Kelly Rd, Roseville, MI 48066-4932		4b. Tel. No. (586)772-7250
		4c. Cell No.
		4d. Fax No. (586)772-9644
		4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief		Tel. No. (586)772-7250
By: 	Guy Thomas, representative	Office, if any, Cell No.
(signature of representative or person making charge)	Print Name and Title GUYTHOMAS - DIRECTOR	Fax No. (586)772-9644
Address: 25510 Kelly Rd, Roseville, MI 48066-4932	Date: JANUARY 30, 2014	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

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

SECURITY WALLS, LLC

and

Case 13-CA-114946

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) AND IT'S LOCAL NO. 554**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Union, Security, Police and Fire Professionals of America (SPFPA) and it's Local No. 554 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Security Walls, LLC (Respondent) has violated the Act as described below:

I

(a) The charge in this proceeding was filed by the Union on October 18, 2013, and a copy was served by regular mail on Respondent on October 18, 2013.

(b) The first amended charge in this proceeding was filed by the Union on January 30, 2014, and a copy was served by regular mail on Respondent on January 30, 2014.

II

(a) At all material times, Respondent, a limited liability company with an office and place of business in Knoxville, Tennessee has been providing security services for Argonne National Laboratory located in Argonne, Illinois, hereafter referred to as Respondent's facility.

(b) In conducting its business operations during the past twelve months, a representative period, Respondent performed services for entities located outside the State of Tennessee valued in excess of \$50,000.

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



IV

At all material times, Respondent's Chief Manager, Juanita Walls, has been a supervisor and agent of Respondent within the meaning of Sections 2(11) and 2(13) of the Act.

V

(a) The following employees of Respondent (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 Security Officers and Sergeants performing security duties as defined in Section 9(b)(3) of the Act for the Employer at the Argonne National Laboratory, located at 9700 South Cass Avenue, Argonne, Illinois, but excluding all office clerical employees, professional employees and supervisors as defined in the Act.

(b) About December 1, 2012, Respondent, through Juanita Walls, recognized the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all material times since December 1, 2012, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) About August 18, 2013, Respondent unilaterally suspended Matthew Terres.

(b) About August 22, 2013, Respondent unilaterally terminated Matthew Terres.

(c) Respondent exercised discretion in imposing the discipline described above in paragraphs VI (a) and (b).

(d) The subjects set forth in paragraphs VI(a) and (b) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs VI (a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

VII

(a) About August 19, 20 and 21, 2013, the Union, via email, requested that Respondent furnish the Union with the following information:

- i) The reasons for Matthew Terres' removal from the work force;
- ii) Why Terres was not advised of the reasons for his removal;
- iii) Copies of any/all documents or written material pertaining to Matthew Terres' suspension.

(b) The information requested by the Union, as described above in paragraph VII (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 about August 19, 2013, Respondent, by Juanita Walls, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VII (a).

VIII

By the conduct described above in paragraphs VI, and VII, 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 Section 8(a)(1) and (5) of the Act.

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

As part of the remedy for the unfair labor practices alleged above in paragraph VI the 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 and 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 periods. 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 February 26, 2014, or postmarked on or before February 25, 2014.** 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 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 April 7, 2014, at 11:00 a.m. at 209 South La Salle 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 at Chicago, Illinois this 12th day of February 2014.

/s/ Peter Sung Ohr

Peter Sung Ohr
Regional Director
National Labor Relations Board
Region 13
209 South La Salle Street, Suite 900
Chicago, IL 60604-1443

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 13-CA-114946

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Hunter Gilmore, Project Manager
Security Walls, LLC
130 Martinwood Road
Knoxville, TN 37923

Edward Holt, Corporate Counsel
Security Walls, LLC
130 North Martinwood Road
Knoxville, TN 37923

George Cherpelis, Attorney at Law
Law Office of George Cherpelis
9202 North 83rd Place
Scottsdale, AZ 85258-1812

Eric W. Berg, Attorney at Law
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, MI 48226

Mr. Guy D. Thomas
International Union Security Police Fire
Professionals of America (SPFPA)
P.O. Box 1412
Plainfield, IL 60544-3412

International Union, Security, Police and Fire
Professionals of America (SPFPA) & its
Local No. 554
25510 Kelly Road
Roseville, MI 48066-4932

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

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

SECURITY WALLS, LLC

and

INTERNATIONAL UNION SECURITY POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) AND ITS LOCAL NO. 554 Case # NLRB 13-CA-114946

ANSWER TO COMPLAINT AND NOTICE OF HEARING

Now comes Security Walls, LLC (hereinafter "Respondent") by and through its undersigned Counsel and for its response to the Complaint and Notice of Hearing states as follows:

I

- (a) Respondent admits the allegations of paragraph I (c).
- (b) Respondent admits the allegations of paragraph I (b).

II

- (a) Respondent admits the allegations of paragraph II (a).
- (b) Respondent admits the allegations of paragraph II (b).
- (c) Respondent admits the allegations of paragraph II (c).

III

Respondent admits the allegations of paragraph III.

IV

Respondent admits the allegations of paragraph IV.

V

- (a) Respondent admits the allegations of paragraph V (a).



- (b) Respondent admits the allegations of paragraph V (b)
- (c) Respondent admits the allegations of paragraph V (c).

VI

- (a) Respondent admits suspending Matthew Terres on or about August 18, 2013, for just cause.
- (b) Respondent admits terminating Matthew Terres on or about August 22, 2013 for just cause.
- (c) Respondent exercised its managerial authority in imposing the discipline described in paragraphs VI (a) and (b) based upon its responsibility to maintain the appropriate conduct of its employees by the termination for cause, of an employee whose conduct is detrimental to its business operations and adversely impacts upon other employees.
- (d) In view of its response to paragraph VI (c) above, Respondent denies the relevance of the allegations set forth in paragraph VI (d).
- (e) In view of its response to paragraph VI (c) above, Respondent denies the relevance of the allegations set forth in paragraph VI (e).

VII

- (a) Respondent admits the allegations of paragraph VII (a) and the subsection set forth therein.
- (b) Respondent denies the relevance of the allegations set forth in paragraph VII (b) in that the duties required to be performed by the Union are set forth in the Grievance and Arbitration Procedure agreed upon by the Parties on April 17, 2013, and which were in full force and effect at the time of the termination.
- (c) For the reasons set forth in response to the allegations set forth in paragraphs VII (a) and (b), Respondent denies the relevance of the allegations set forth in paragraph VII (c) and avers that all such information was available and could have been obtained by the Union's having properly filed a grievance as set forth above.

VIII

Respondent denies each and every allegation set forth in paragraph VIII in their entirety.

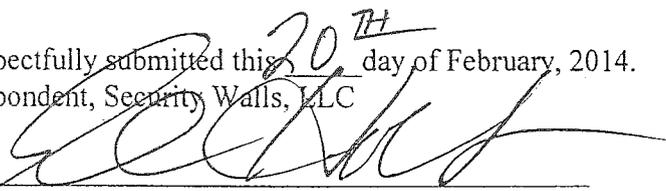
AFFIRMATIVE DEFENSE

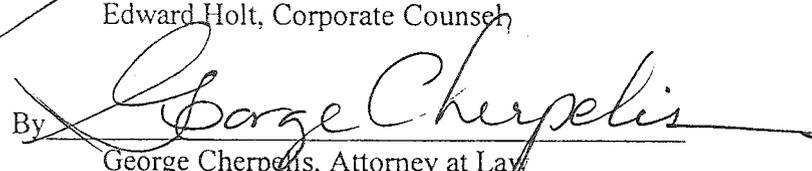
On April 17, 2013, the authorized agents of the Union and of the Respondent respectively, entered into an Agreement addressing a Grievance and Arbitration procedure as the result, and during the course of, good faith collective bargaining. This procedure was included in its entirety and set forth, unaltered, in the final collective bargaining agreement entered into by the Parties. In view thereof and in view of the Board's decision in *Alan Ritchey, Inc.*, 359 NLRB 601 (2012) the obligation to bargain with the union before exercising discretion to discipline arises only ". . . absent a binding agreement with the union providing for a process, such as a grievance-arbitration system to resolve such disputes. . . ." (ibid at p. 602) The Parties are, and have been, bound by the Grievance and Arbitration Procedure agreed upon by their duly authorized agents since its adoption and execution.

The Employer has the right to discharge employees for just cause. Any question regarding the nature of, or justification for, such a discharge, is required to be raised in accordance with the provisions of the Grievance and Arbitration provisions as agreed. In view of the existence of an agreed-upon procedure, and in view of the Board's decision in *Alan Ritchey, Inc.*, (*supra*), Respondent was under no obligation to bargain collectively with the Union over the decision or nature of the discharge of Matthew Terres.

Accordingly the Complaint and the Board's proposed remedy as set forth therein, are without support in either fact or law, and the Complaint should be dismissed in its entirety without further proceedings.

Respectfully submitted this 30th day of February, 2014.
Respondent, Security Walls, LLC

By 
Edward Holt, Corporate Counsel

By 
George Cherpelis, Attorney at Law

Eric W. Berg, Attorney at Law
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, Michigan 48226

Guy D. Thomas
International Union, Security Police
Fire Professionals of America (SPFPA)
P. O. Box 1412
Plainfield, Illinois 60544-3412

International Union, Security Police
Fire Professionals of America (SPFPA) &
Local 544
25510 Kelly Road
Roseville, Michigan 48066-4932

CERTIFICATE OF SERVICE

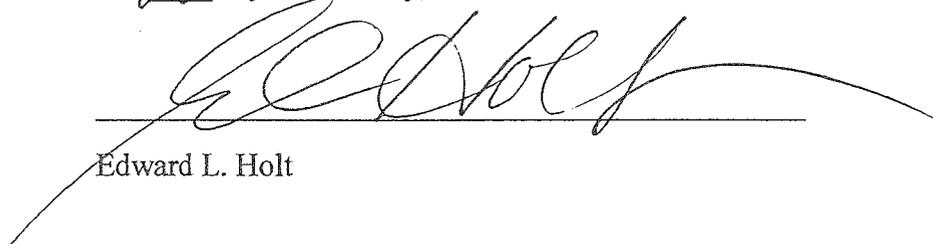
The undersigned hereby certifies that a true and exact copy of the ANSWER TO COMPLAINT AND NOTICE OF HEARING has been served on each of the below listed individuals by United States Mail.

Eric W. Berg, Attorney at Law
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, Michigan 48226

Guy D. Thomas
International Union, Security Police
Fire Professionals of America (SPFPA)
P.O. Box 1412
Plainfield, Illinois 60544-3412

International Union, Security Police
Fire Professionals of America (SPFPA) &
Local 544
25510 Kelly Road
Roseville, Michigan 48066-4932

This, the 20TH day of February, 2014.



Edward L. Holt

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

FOR
FORMAL FILE

SECURITY WALLS, LLC

and

Case 13-CA-114946

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) & ITS LOCAL NO. 554**

FIRST AMENDED COMPLAINT AND NOTICE OF HEARING

This First Amended Complaint and Notice of Hearing is based on a charge filed by International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 and 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Security Walls, LLC (Respondent) has violated the Act as described below:

I

(a) The charge in this proceeding was filed by the Union on October 18, 2013, and a copy was served by regular mail on Respondent on October 18, 2013.

(b) The first amended charge in this proceeding was filed by the Union on January 30, 2014, and a copy was served by regular mail on Respondent on January 30, 2014.

II

(a) At all material times, Respondent, a limited liability company with an office and place of business in Knoxville, Tennessee has been providing security services for Argonne National Laboratory located in Argonne, Illinois, hereafter referred to as Respondent's facility.

(b) In conducting its business operations during the past twelve months, a representative period, Respondent performed services for entities located outside the State of Tennessee valued in excess of \$50,000.

(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 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):

Juanita Walls	--	Chief Manager
Hunter Gilmore	-	Project Manager

V

(a) The following employees of Respondent (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 Security Officers and Sergeants performing security duties as defined in Section 9(b)(3) of the Act for the Employer at the Argonne National Laboratory, located at 9700 South Cass Avenue, Argonne, Illinois, but excluding all office clerical employees, professional employees and supervisors as defined in the Act.

(b) About December 1, 2012, Respondent, through Juanita Walls, recognized the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all material times since December 1, 2012, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) About August 18, 2013, Respondent unilaterally suspended Matthew Terres.

(b) About August 22, 2013, Respondent unilaterally terminated Matthew Terres.

(c) Respondent exercised discretion in imposing the discipline described above in paragraphs VI (a) and (b).

(d) The subjects set forth in paragraphs VI(a) and (b) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs VI (a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

VII

(a) About August 19, 20 and 21, 2013, the Union, via email, requested that Respondent furnish the Union with the following information:

- i) The reasons for Matthew Terres' removal from the work force;
- ii) Why Terres was not advised of the reasons for his removal;
- iii) Copies of any/all documents or written material pertaining to Matthew Terres' suspension.

(b) The information requested by the Union, as described above in paragraph VII (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 about August 19, 2013, Respondent, by Juanita Walls, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VII (a).

VIII

By the conduct described above in paragraphs VI, and VII, 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 Section 8(a)(1) and (5) of the Act.

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

The General Counsel seeks as remedy an order requiring Respondent to immediately reinstate Matthew Terres and to make him whole for any losses he incurred; and for any other relief as may be just and proper to remedy the unfair labor practices herein 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 March 26, 2014 or postmarked on or before March 25, 2014**. 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 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 **May 5, 2014, at 11:00 a.m. at 209 South La Salle 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 at Chicago, Illinois this 12th day of March 2014.



Peter Sung Ohr
Regional Director
National Labor Relations Board
Region 13
209 South La Salle Street, Suite 900
Chicago, IL 60604-1443

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 13-CA-114946

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Juanita Walls, Chief Manager
Security Walls LLC
130 Martinwood Road
Knoxville, TN 37923

Hunter Gilmore, Project Manager
Security Walls LLC
130 Martinwood Road
Knoxville, TN 37923

Edward Holt , Corporate Counsel
SECURITY WALLS, LLC
130 North Martinwood Road
Knoxville, TN 37923

George Cherpelis , Law Office of George
Cherpelis
9202 N. 83rd Place
Scottsdale, AZ 85258-1812

Eric W. Berg , Esq.
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, MI 48226

Guy D. Thomas
International Union Security Police Fire
Professionals of America (SPFPA)
PO Box 1412
Plainfield, IL 60544-3412

International Union, Security, Police and Fire
Professionals of America (SPFPA) & its
Local No. 554
25510 Kelly Rd
Roseville, MI 48066-4932

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

SECURITY WALLS, LLC

And

Case No. 13-CA-114946

**INTERNATIONAL UNION SECURITY POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) AND ITS LOCAL NO. 554**

ANSWER TO FIRST AMENDED COMPLAINT AND NOTICE OF HEARING

Comes now Security walls, LLC (hereinafter Respondent) by and through its undersigned Counsel, and for its response to the First Amended Complaint and Notice of Hearing states as follows:

I

- (a) Respondent admits the allegations of Paragraph I(a).
- (b) Respondent admits the allegations of Paragraph I(b).

II

- (a) Respondent admits the allegations of Paragraph II(a).
- (b) Respondent admits the allegations of Paragraph II(b).
- (c) Respondent admits the allegations of Paragraph II(c).

III

Respondent admits the allegations of Paragraph III.

IV

Respondent admits the allegations of Paragraph IV.



V

- (a) Respondent admits the allegations of Paragraph V(a).
- (b) Respondent admits the allegations of Paragraph V(b).
- (c) Respondent neither admits nor denies the allegations of Paragraph V(c) and leaves General Counsel to its proofs thereon.

VI

- (a) Respondent admits that Matthew Terres was suspended for just cause on or about August 18, 2013.
- (b) Respondent admits that Matthew Terres was terminated for just cause on or about August 22, 2013.
- (c) Respondent admits that the discipline imposed in Paragraphs VI(a) and (b) above was for just cause.
- (d) Respondent denies that the allegations set forth in Paragraph VI(a) and (b) constitute mandatory subjects for the purpose of collective bargaining.
- (e) Respondent denies that the allegations set forth in Paragraph VI(a) and (b) require that the Union be afforded the opportunity to bargain with Respondent with respect to this conduct.

VII

- (a) Respondent admits the allegations of Paragraph VII(a) and the subsections set forth therein.
- (b) Respondent denies that the information requested by the Union, described in Paragraph VII(a) is necessary for and relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.
- (c) Respondent denies that Respondent, by Juanita Walls, was required to furnish the Union with the information requested by it as described above in Paragraph VII(a).

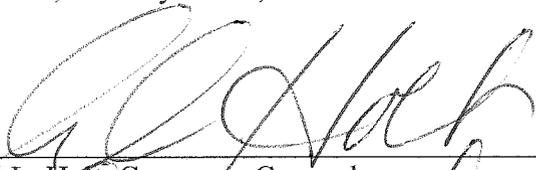
VIII

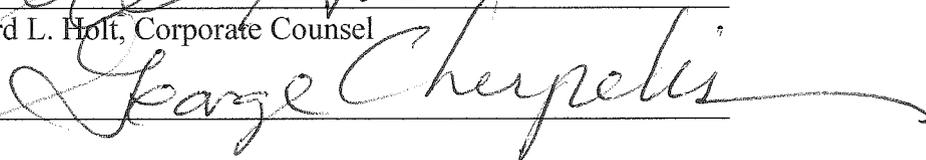
Respondent denies each and every allegation set forth in VIII.

AFFIRMATIVE DEFENSE

On April 17, 2013, Respondent and the Union agreed upon and executed a Management Rights Article giving Respondent the right to discipline employees for just cause, and a Grievance and Arbitration Procedure providing for a system to resolve such disputes as the one set forth in the First Amended Complaint. Accordingly, Respondent having complied with the requirements of the *Alan Ritchie, Inc.*¹ case upon which the Board has relied to bring this Complaint, Respondent moves that the Complaint be dismissed in its entirety without further proceedings.

Respectfully Submitted, this the 3rd day of March 2014
Respondent, Security Walls, LLC

By 
Edward L. Holt, Corporate Counsel

By 
George Cherpelis, Attorney at Law

¹ 359 NLRB NO. 40 (2012).

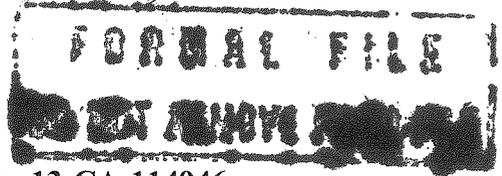
Copies hereof served upon the Parties below this 23rd day of March 2014.

Eric W. Berg, Esq.
Gregory, Moore, Jeakle & Brooks, P.C.
Cadillac Tower
65 Cadillac Square, Ste 3727
Detroit MI 48226

Guy D. Thomas
International Union, Security Police and
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Plainfield, IL 60544-3412

International Union, Security Police and
Fire Professionals of America (SPFPA)
Local N0. 554
25510 Kelly Rd
Roseville, MI 48066-4932

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



SECURITY WALLS, LLC

and

Case 13-CA-114946

INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) & ITS LOCAL NO. 554

SECOND AMENDED COMPLAINT AND NOTICE OF HEARING

This Second Amended Complaint and Notice of Hearing is based on a charge filed by International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 and 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Security Walls, LLC (Respondent) has violated the Act as described below:

I

(a) The charge in this proceeding was filed by the Union on October 18, 2013, and a copy was served by regular mail on Respondent on October 18, 2013.

(b) The first amended charge in this proceeding was filed by the Union on January 30, 2014, and a copy was served by regular mail on Respondent on January 30, 2014.

II

(a) At all material times, Respondent, a limited liability company with an office and place of business in Knoxville, Tennessee has been providing security services for Argonne National Laboratory located in Argonne, Illinois, hereafter referred to as Respondent's facility.

(b) In conducting its business operations during the past twelve months, a representative period, Respondent performed services for entities located outside the State of Tennessee valued in excess of \$50,000.

(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 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:

Juanita Walls	--	Chief Manager
Hunter Gilmore	—	Project Manager

V

(a) The following employees of Respondent (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 Security Officers and Sergeants performing security duties as defined in Section 9(b)(3) of the Act for the Employer at the Argonne National Laboratory, located at 9700 South Cass Avenue, Argonne, Illinois, but excluding all office clerical employees, professional employees and supervisors as defined in the Act.

(b) About December 1, 2012, Respondent, through Juanita Walls, recognized the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all material times since December 1, 2012, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) About August 18, 2013, Respondent unilaterally suspended Matthew Terres.

(b) About August 22, 2013, Respondent unilaterally terminated Matthew Terres.

(c) Respondent exercised discretion in imposing the discipline described above in paragraphs VI (a) and (b).

(d) The subjects set forth in paragraphs VI(a) and (b) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs VI(a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

VII

(a) By the conduct described above in paragraph VI, 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 Section 8(a)(1) and (5) of the Act.

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

As part of the remedy for the unfair labor practices alleged above in paragraphs VI(a-b), the General Counsel seeks an order requiring Respondent to immediately reinstate Matthew Terres and to make him whole for any losses he incurred; and for any other relief as may be just and proper to remedy the unfair labor practices herein alleged.

In addition, as part of the remedy for the unfair labor practices alleged above in paragraphs VI(a-b), the General Counsel seeks an order requiring that the Respondent reimburse discriminatee for all search-for-work and work-related expenses regardless of whether the discriminatee received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

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 March 5, 2015 or postmarked on or before March 4, 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.

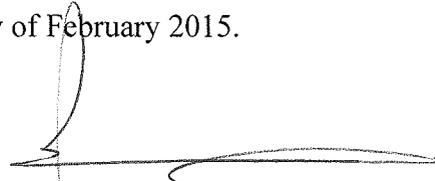
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon 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 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 **March 19, 2015, at 10:00 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 at Chicago, Illinois this 18th day of February 2015.



Peter Sung Ohr
Regional Director
National Labor Relations Board
Region 13
209 South La Salle Street, Suite 900
Chicago, IL 60604-1443

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 13-CA-114946

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Hunter Gilmore , Project Manager
Security Walls LLC
130 Martinwood Road
Knoxville, TN 37923

Edward Holt , Corporate Counsel
Security Walls, Llc
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Juanita M Walls , Chief Manager
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Guy D. Thomas
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Plainfield, IL 60544-3412

Gordon A. Gregory , ESQ.
Gregory, Moore, Jeakle & Brooks, P.C.
65 Cadillac Square, Suite 3727
Detroit, MI 48226-2893

International Union, Security, Police and Fire
Professionals of America (SPFPA) & its
Local No. 554
25510 Kelly Rd
Roseville, MI 48066-4932

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

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

SECURITY WALLS, LLC

And

Case No. 13-CA-114946

INTERNATIONAL UNION SECURITY POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA) AND ITS LOCAL NO. 554

ANSWER TO SECOND AMENDED COMPLAINT AND NOTICE OF HEARING

Comes now Security walls, LLC (hereinafter Respondent) by and through its undersigned Counsel, and for its response to the Second Amended Complaint and Notice of Hearing states as follows:

I

- (a) Respondent admits the allegations of Paragraph I(a).
- (b) Respondent admits the allegations of Paragraph I(b).

II

- (a) Respondent admits the allegations of Paragraph II(a).
- (b) Respondent admits the allegations of Paragraph II(b).



(c) Respondent admits the allegations of Paragraph II(c).

III

Respondent admits the allegations of Paragraph III.

IV

Respondent admits the allegations of Paragraph IV.

V

(a) Respondent admits the allegations of Paragraph V(a).

(b) Respondent admits the allegations of Paragraph V(b).

(c) Respondent neither admits nor denies the allegations of Paragraph V(c) and leaves General Counsel to its proofs thereon.

VI

(a) Respondent admits that Matthew Terres was suspended for just cause on or about August 18, 2013.

(b) Respondent admits that Matthew Terres was terminated for just cause on or about August 22, 2013.

(c) Respondent admits that the discipline imposed in Paragraphs VI(a) and (b) above was for just cause.

(d) Respondent denies that the allegations set forth in Paragraph VI(a) and (b) constitute mandatory subjects for the purpose of collective bargaining.

(e) Respondent denies that the allegations set forth in Paragraph VI(a) and (b) require that the Union be afforded the opportunity to bargain with Respondent with respect to this conduct.

VII

Respondent denies each and every allegation set forth in VII.

AFFIRMATIVE DEFENSE

On April 17, 2013, Respondent and the Union agreed upon and executed a Management Rights Article giving Respondent the right to discipline employees for just cause, and a Grievance and Arbitration Procedure providing for a system to resolve such disputes as the one set forth in the Second Amended Complaint. Accordingly, Respondent having complied with the requirements of the *Alan Ritchie, Inc.*¹ case upon which the Board has relied to bring this Complaint, Respondent moves that the Complaint be dismissed in its entirety without further proceedings.

Respectfully Submitted, this the 3rd day of March 2015

Respondent, Security Walls, LLC

By _____

Edward L. Holt,

Corporate Counsel

¹ 359 NLRB NO. 40 (2012).

Copies hereof served upon the Parties below this 3⁰ day of March 2015.

Renée D. McKinney
General Counsel
National labor relations Board
Region 13
209 South LaSalle Street, Ste 900
Chicago, IL 60604-1443

Eric W. Berg, Esq.
Gregory, Moore, Jeakle & Brooks, P.C.
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Guy D. Thomas
International Union, Security Police and
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Plainfield, IL 60544-3412

International Union, Security Police and
Fire Professionals of America (SPFPA)
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Roseville, MI 48066-4932

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Security Walls, LLC and International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554. Case 13-CA-114946

August 29, 2014

DECISION AND ORDER GRANTING
IN PART AND DENYING IN PART
MOTIONS FOR SUMMARY JUDGMENT

BY CHAIRMAN PEARCE AND MEMBERS JOHNSON
AND SCHIFFER

Upon a charge filed by International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554 (the Union) on October 18, 2013, amended on January 30, 2014, the General Counsel of the National Labor Relations Board issued a complaint on February 12, 2014, amended on March 12, 2014, against Security Walls, LLC, the Respondent, alleging that it had violated Section 8(a)(5) and (1) of the National Labor Relations Act. The amended complaint alleges in paragraphs VI(a)-(e) and VIII that the Respondent violated the Act when it exercised its discretion to unilaterally suspend employee Matthew Terres about August 18, 2013, and to unilaterally terminate his employment about August 22, 2013, without providing the Union with prior notice and an opportunity to bargain about Terres' discipline. The amended complaint alleges in paragraphs VII(a)-(c) and VIII that the Respondent violated the Act by failing and refusing, upon requests by the Union on August 19, 20, and 21, 2013, to furnish the Union with information relating to Terres' suspension. On March 23, 2014, the Respondent filed an answer to the amended complaint, denying the unfair labor practice allegations and affirmatively arguing, among other things, that a grievance-and-arbitration procedure to which it and the Union tentatively agreed in April 2013 during the course of collective-bargaining negotiations relieved it of any obligation to bargain with the Union prior to imposing discipline under the Board's decision in *Alan Ritchey, Inc.*, 359 NLRB No. 40 (2012).

On March 31, 2014, the Respondent filed with the Board a Motion for Summary Judgment, with a supporting memorandum and exhibits. On April 7, 2014, the General Counsel filed with the Board a Motion for Summary Judgment, with supporting exhibits. On April 24, 2014, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why

the General Counsel's or the Respondent's motion should not be granted. The Respondent and the General Counsel have each filed: (1) a response to the Board's Notice to Show Cause; (2) a response opposing the other party's Motion for Summary Judgment; and (3) a reply to the other party's opposition.

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

Rulings on Motions for Summary Judgment

"It is a settled principle that for summary judgment to be appropriate the record must show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Conoco Chemicals Co.*, 275 NLRB 39, 40 (1985) (citing *Stephens College*, 260 NLRB 1049, 1050 (1982)); see also Fed. R. Civ. P. 56(c) (relied upon by *Stephens College*). Section 102.24(b) of the Board's Rules and Regulations provides that "[t]he Board in its discretion may deny [a motion for summary judgment] where the motion itself fails to establish the absence of a genuine issue, or where the opposing party's pleadings, opposition and/or response indicate on their face that a genuine issue may exist." Section 102.20 of the Board's Rules and Regulations provides that "any allegation in the complaint not specifically denied . . . shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown."

With regard to the allegations of the amended complaint's paragraph VI(a)-(e) and the related part of paragraph VIII, the Respondent argues that, in April 2013, it entered into a binding grievance-and-arbitration agreement with the Union that relieved it of any pre-imposition bargaining obligation under *Alan Ritchey* and that its discipline of Terres was not, in any case, discretionary, as required for the bargaining obligation to attach under that case. It further argues that, because it discharged Terres for cause, Section 10(c) of the Act bars the General Counsel's requested make-whole remedy.¹

With regard to the allegations of the amended complaint's paragraph VII(a)-(c) and the related part of paragraph VIII, the Respondent argues that because the Union did not make use of the grievance mechanism provided for by the April 2013 agreement, the Respondent was not required to respond to the Union's request for information concerning the discipline of Terres.

The General Counsel argues that the undisputed facts establish that the Respondent imposed discretionary dis-

¹ In relevant part, Sec. 10(c) reads: "No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any backpay, if such individual was suspended or discharged for cause."



cipline upon an employee in the bargaining unit, at a time that it had recognized the Union, but before the parties had agreed upon a first contract, in violation of Section 8(a)(5) and (1) under *Alan Ritchey*. In response to the Respondent's Motion for Summary Judgment, the General Counsel argues that the April 2013 agreements were tentative agreements, and therefore not binding as a matter of law prior to the conclusion of a final collective-bargaining agreement, that the Respondent has not demonstrated any exigent circumstances that could justify its imposition of discipline without preimposition bargaining, and that Section 10(c) does not bar an order of reinstatement and backpay because the Respondent's exercise of discretion in deciding to discharge Terres means that his discharge was not relevantly "for cause."

With regard to the information request issue, the General Counsel argues that the Respondent had a duty to supply requested information relating to discipline of a unit employee, independent of any obligation it may have had to bargain about that discipline, and independent of whether or not the parties had entered into a binding grievance-and-arbitration agreement.

Having duly considered the matter, we find that the General Counsel's and the Respondent's Motions for Summary Judgment have failed to establish the absence of a genuine issue of material fact, or that either party is entitled to judgment as a matter of law, as to the violations of Section 8(a)(5) and (1) alleged in paragraph VI(a)-(e) and the related part of paragraph VIII. We accordingly find that summary judgment is not appropriate as to those allegations.

As to the allegations of paragraph VII(a)-(c) and the related part of paragraph VIII, however, it is well established that an employer's failure to supply presumptively relevant requested information, which includes information relating to discipline of unit employees, violates Section 8(a)(5) and (1) of the Act. See, e.g., *Booth Newspapers, Inc.*, 331 NLRB 296, 296 fn. 2, 299-300 (2000), and cases cited therein. Neither the Respondent's answer nor its motion, opposition, or responses specifically deny the factual complaint allegations, or show cause why they should not be found to be true. Under Section 102.20 of the Board's Rules and Regulations, those allegations therefore shall be deemed to be admitted to be true and are so found. We accordingly shall grant the General Counsel's Motion for Summary Judgment only as to the violation of Section 8(a)(5) and (1) alleged in paragraph VII(a)-(c) and the related part of paragraph VIII of the amended complaint.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a limited liability company with an office and place of business in Knoxville, Tennessee, has provided security services for Argonne National Laboratory located in Argonne, Illinois. During the 12-month period preceding the issuance of the amended complaint, a representative period, the Respondent performed services for entities located outside the State of Tennessee valued in excess of \$50,000. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times Juanita Walls held the position of the Respondent's chief manager, and has been 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. The following employees of the Respondent constitute a unit (the 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 Security Officers and Sergeants performing security duties as defined in Section 9(b)(3) of the Act for the Employer at the Argonne National Laboratory, located at 9700 South Cass Avenue, Argonne, Illinois, but excluding all office clerical employees, professional employees and supervisors as defined in the Act.

About December 1, 2012, the Respondent, through Juanita Walls, recognized the Union as the exclusive collective-bargaining representative of the unit, and, at all material times, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About August 19, 20, and 21, 2013, the Union requested, by email, that the Respondent furnish the following information relating to the August 18 suspension of unit employee Matthew Terres:

- i) The reasons for Matthew Terres' removal from the work force;
- ii) Why Terres was not advised of the reasons for his removal;
- iii) Copies of any/all documents or written material pertaining to Matthew Terres' suspension.

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about August 19, 2013, the Respondent, through Juanita Walls, has failed and refused to furnish the Union with the information requested in its August 19, 20, and 21, 2013 emails.

CONCLUSION OF LAW

By failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the Union with the information requested by the Union on about August 19, 20, and 21, 2013, we shall order the Respondent to cease and desist from such conduct and to furnish the Union with the requested information.

ORDER

The National Labor Relations Board orders that the Respondent, Security Walls, LLC, Argonne, Illinois, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Union, International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554, by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Furnish to the Union in a timely manner the information requested by the Union on about August 19, 20, and 21, 2013.

(b) Within 14 days after service by the Region, post at its Argonne, Illinois facility copies of the attached notice

marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 13, 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. In addition to physical posting of paper notices, notices 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If 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 August 19, 2013.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 13 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.

IT IS FURTHER ORDERED that the Respondent's Motion for Summary Judgment is denied, and the General Counsel's Motion for Summary Judgment is denied except with respect to the violation of Section 8(a)(5) and (1) alleged in paragraph VII(a)-(c) and the related part of paragraph VIII of the amended complaint.

IT IS FURTHER ORDERED that this proceeding is remanded to the Regional Director for Region 13 for the purpose of arranging a hearing before an administrative law judge limited to the allegations set forth in amended complaint paragraph VI(a)-(e) and the related part of paragraph VIII. The administrative law judge shall prepare and serve on the parties a decision containing findings of fact, conclusions of law, and recommendations based on all the record evidence. Following service of the judge's decision on the parties, the provisions of Section 102.46 of the Board's Rules shall be applicable.

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated, Washington, D.C. August 29, 2014

Mark Gaston Pearce,	Chairman
Harry I. Johnson, III,	Member
Nancy Schiffer,	Member

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey 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 refuse to bargain collectively with the Union, International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local No. 554, by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT, in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union in a timely manner the information requested by the Union on about August 19, 20, and 21, 2013.

SECURITY WALLS, LLC

The Board's decision can be found at www.nlr.gov/case/13-CA-114946 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



SECURITY WALLS LLC

Impenetrable Protection
& Investigative Services

Interoffice Memorandum

To: Matthew Terres **Date:** August 22, 2013
From: Hunter Gilmore – Protective Force Project Manager
Subject: Termination Notice
Cc: Juanita Walls – Chief Manager

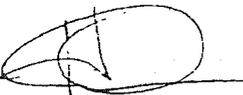
Throughout the course of your employment with Security Walls, LLC, you have been advised that insubordination would not be tolerated within the Protective Force. However, you have repeatedly ignored that advice and on numerous occasions, you have used profane and vulgar language with management and asserted that you were more qualified than all supervisors at the site. You have also questioned the quality of Company supervision and leadership. Your remarks were frequently made in the presence of other employees and clearly constitute ‘insubordination’.

Accordingly, you are hereby notified that your employment is terminated, effective immediately. Your termination is for repeated violations of the “Rules/Standards of Conduct: Employee Conduct and Work Rules” section of the Security Walls, LLC Officer Handbook which states:

“Reasonable rules of conduct are necessary for the orderly, efficient, and safe operation of the Company’s business.... The company reserves the right to take disciplinary action up to and including termination,....”

You have violated the following sections of these rules;

- 6. Gross insubordination or misconduct on Company/client premises,
- 18. Refusal to follow lawful instruction of a supervisor, and
- 20. Inappropriate, abusive, offensive or aggressive language to clients, public, or fellow employees.



Hunter Gilmore
Protective Force Project Manager
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EXHIBIT
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