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Distler Corp., Sierra Masonry Corporation, Distler Construction Co., Inc., and Gulf State Construction Co. d/b/a Distler Construction Co., Single Employer and Bricklayers and Allied Craftworkers Local 8—Southeast, International Union of Bricklayers and Allied Craftworkers, AFL-CIO. Case 12-CA-135706

September 30, 2015

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS MISCIMARRA
AND MCFERRAN

The General Counsel seeks a default judgment in this case on the ground that Distler Corporation (Respondent Distler Corporation), Sierra Masonry Corporation (Respondent Sierra), Distler Construction Co., Inc. (Respondent Distler Construction), and Gulf State Construction Company d/b/a Distler Construction Co. (Respondent Gulf State) (collectively, the Respondent) have failed to file an answer to the complaint. Upon a charge filed on August 28, 2014, and amended on October 29, 2014, and April 17, and April 23, 2015, by Bricklayers and Allied Craftworkers Local 8—Southeast, International Union of Bricklayers and Allied Craftworkers, AFL-CIO (the Union), the General Counsel issued a complaint on June 30, 2015, against the Respondent, alleging that it has violated Section 8(a)(5), (3), and (1) of the Act. The Respondent failed to file an answer.

On August 3, 2015, the General Counsel filed with the National Labor Relations Board a Motion to Transfer Proceedings to the Board and for Default Judgment. Thereafter, on August 5, 2015, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

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

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by July 14, 2015, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's

motion disclose that the Region, by letter sent by email and certified mail to their business addresses of record, advised each of the Respondents that unless an answer was received by July 22, 2015, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent Distler Corporation has been a Florida corporation with its principal offices and places of business at 3875 St. Johns Parkway, Sanford, Florida, and 1540 International Parkway, Suite 2000, Lake Mary, Florida, and has been engaged in business as a masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

During the 12 months preceding the complaint, Respondent Distler Corporation, in conducting its business operations, purchased and received at its jobsites in the State of Florida goods valued in excess of \$50,000 directly from points located outside the State of Florida and from other enterprises located within the State of Florida, each of which other enterprises had received the goods directly from points located outside the State of Florida.

We find that Respondent Distler Corporation is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, Respondent Sierra has been a Florida corporation with its principal office and place of business at 1540 International Parkway, Suite 2000, Lake Mary, Florida, and has been engaged in business as a masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

During the 12 months preceding the complaint, Respondent Sierra, in conducting its business operations, purchased and received at its jobsites in the State of Florida goods valued in excess of \$50,000 directly from points located outside the State of Florida and from other enterprises located within the State of Florida, each of which other enterprises had received the goods directly from points located outside the State of Florida.

We find that Respondent Sierra is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times since about April 15, 2015, Respondent Distler Construction has been a Florida corporation with its principal office and place of business at 3875 St. Johns Parkway, Sanford, Florida, and has been engaged in business as a masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

Based on a projection of its operations since about April 15, 2015, at which time Respondent Distler Construction commenced its operations, in conducting its business operations Respondent Distler Construction will purchase and receive at its jobsites in the State of Florida goods valued in excess of \$50,000 directly from points located outside the State of Florida and from other enterprises located within the State of Florida, each of which other enterprises had received the goods directly from points located outside the State of Florida.

We find that Respondent Distler Construction is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, Respondent Gulf State has been a Florida corporation with its principal office and place of business in Sanford, Florida, and has been engaged in business as a masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

During the 12 months preceding the complaint, Respondent Gulf State, in conducting its business operations, purchased and received at its jobsites in the State of Florida goods valued in excess of \$50,000 directly from points located outside the State of Florida and from other enterprises located within the State of Florida, each of which other enterprises had received the goods directly from points located outside the State of Florida.

We find that Respondent Gulf State is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Respondents Distler Corporation, Sierra, Distler Construction, and Gulf State have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have administered a common labor policy; have shared premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have had an interrelationship of operations including common insurance, licensing, purchasing, and sales; and have held themselves out to the public as a single integrated business enterprise.

Based on its above operations, Respondents Distler Corporation, Sierra, Distler Construction, and Gulf State constitute a single integrated business enterprise and a single employer within the meaning of the Act.

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

Patrick Bateson	Director, Respondent Distler Construction; Superintendent, Respondent Gulf State
George W. Distler Jr.	President, Respondent Gulf State; Director, Respondent Sierra; President and Registered Agent, Respondent Distler Corporation
George W. Distler Sr.	President, Respondent Distler Corporation; Chief Executive Officer, Respondent Sierra.

At all material times from about May 15, 2015 to about August 8, 2015, Bruce Zarajczyk held the position of the Respondent's job foreman and has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent (the unit) constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All employees, journeymen, apprentices and support personnel employed by Respondent within the jurisdiction of the Union that engage in all work historically or traditionally assigned to the International Union of Bricklayers and Allied Craftworkers, including but not limited to: all forms of masonry construction, including all brick, stone, concrete block, marble, cement, plaster, mosaic, tile, terra cotta, glass block, refractory materials, and pointing-cleaning-caulking work; the complete installation of all forms of masonry panels including the onsite fabrication, but excluding the off-site fabrication of materials by a third party, all integral elements of masonry construction and all forms of substitute masonry materials or building systems thereto utilized.

About May 12, 2014, Respondent Gulf State recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in a collective-bargaining agreement with the

Union which is effective by its terms from May 1, 2014 through April 30, 2017.

At all material times since about May 12, 2014, the Union has been the exclusive collective-bargaining representative of the unit.

The following events occurred giving rise to this matter.

1. About August 8, 2014, the Respondent, by Bruce Zarajczyk, at the Respondent's Volusia County jail jobsite, threatened employees with discharge because of their union membership and activities.

2. About August 8, 2014, the Respondent discharged its employees Mark Jekot and Forrest Greenlee. The Respondent engaged in this conduct because Jekot and Greenlee joined the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

3. Since about early August 2014, the Respondent has failed to continue in effect all of the terms and conditions of the collective-bargaining agreement by failing to pay employees in the unit the wages provided for in the collective-bargaining agreement.

4. Since about early August 2014, the Respondent has failed to continue in effect all of the terms and conditions of the collective-bargaining agreement by failing to make health and welfare contributions to the Florida Trowel Trades International Health Fund on behalf of employees in the unit; apprenticeship fund contributions to the Bricklayers and Allied Craftworkers Local 8—Southeast Apprenticeship and Training Trust Fund on behalf of employees in the unit; and pension fund contributions to the Bricklayers and Trowel Trades International Pension Fund on behalf of employees in the unit.

5. Since about early August 2014, the Respondent has failed to continue in effect all of the terms and conditions of the collective-bargaining agreement by ceasing the deduction of union dues and fees from the wages of employees in the unit who authorized such deductions and by ceasing the remittance of those union dues and fees to the Union.

6. Since about early August 2014, the Respondent has failed to continue in effect all of the terms and conditions of the collective-bargaining agreement by failing to pay other contract benefits to employees in the unit.

7. The terms and conditions of employment described above are mandatory subjects for the purpose of collective bargaining.

8. The Respondent engaged in the above conduct without the Union's consent.

CONCLUSIONS OF LAW

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

2. By the conduct described above in paragraph 2, the Respondent has been discriminating in regard to the hire and tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, in violation of Section 8(a)(3) and (1) of the Act.

3. By the conduct described above in paragraphs 3–6 and 8, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(a)(5) and (1) of the Act.

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

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(3) and (1) by discharging employees Mark Jekot and Forrest Greenlee, we shall order the Respondent to offer them full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them.

Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Additionally, we shall order the Respondent to compensate Jekot and Greenlee for any adverse tax consequences of receiving lump-sum backpay awards and to file a report with the Social Security Administration allocating the backpay to the appropriate calendar quarters. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014).

Further, the Respondent shall be required to remove from its files any and all references to the unlawful discharges of Jekot and Greenlee, and to notify them in writing that this has been done and that the discharges will not be used against them in any way.

Having found that the Respondent failed and refused to bargain with the Union as the exclusive collective-bargaining representative of unit employees by failing and refusing to continue in effect all of the terms and conditions of the parties' collective-bargaining agreement, we shall order the Respondent to rescind the changes in the terms and conditions of employment of bargaining unit employees that were implemented in about early August 2014. In addition, we shall order the Respondent to make employees whole for any losses of earnings or other benefits suffered as a result of the Respondent's failure to continue in effect the terms of the collective-bargaining agreement, including contractual wages and benefits in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. We shall also order the Respondent to compensate unit employees for any adverse tax consequences of receiving any lump-sum backpay awards and to file a report with the Social Security Administration allocating such backpay to the appropriate calendar quarters. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, supra.

Having found that the Respondent violated Section 8(a)(5) and (1) by failing to remit contributions to the Florida Trowel Trades International Health Fund, the Bricklayers and Allied Craftworkers Local 8—Southeast Apprenticeship and Training Trust Fund, and the Bricklayers and Trowel Trades International Pension Fund on behalf of unit employees since about early August 2014, as required by the collective-bargaining agreement, we shall order the Respondent to make whole its unit employees by making all such delinquent fund contributions on behalf of unit employees that have not been made since that date, including any additional amounts due the funds in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).¹

Further, the Respondent shall be required to reimburse unit employees for any expenses ensuing from its failure to make the required fund contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981). Such amounts should be computed in the manner set forth in *Ogle Protection Service*, supra, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

¹ Because the provisions of employee benefit fund agreements are variable and complex, we leave to the compliance stage the question of whether the Respondent must pay any additional amounts into the benefit fund in order to satisfy our "make whole" remedy. *Merryweather Optical Co.*, supra.

To the extent that an employee has made personal contributions to a fund that are accepted by the fund in lieu of the employer's delinquent contributions during the period of delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

Having found that the Respondent unlawfully ceased the deduction of union dues and fees from the wages of unit employees who authorized such deductions and ceased the remittance of those union dues and fees to the Union, we shall require the Respondent to make the Union whole for any dues it would have received since early August 2014, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra, and without recouping the money owed for past dues from employees.²

ORDER

The National Labor Relations Board orders that the Respondent, Distler Corporation, Sanford and Lake Mary, Florida; Sierra Masonry Corporation, Lake Mary, Florida; Distler Construction Co., Inc., Sanford, Florida; and Gulf State Construction Co. d/b/a Distler Construc-

² For the reasons explained in *West Coast Cintas Corp.*, 291 NLRB 152, 156 fn. 6 (1988), we find that the Respondent must bear sole financial responsibility for the dues amounts it failed to collect. There, the Board adopted the judge's recommended remedy prohibiting the employer from seeking reimbursement from its employees for back dues owed. The judge reasoned that the execution of a checkoff authorization constitutes a tender of dues required under Sec. 8(a)(3) and therefore that the employees had fulfilled their contractual obligations. Further, because the union's loss of dues was caused by the employer's unlawful conduct, the Board concluded that it was proper to allocate the financial obligation of making the union whole for the dues it would have received but for the unlawful conduct entirely to the employer and not the employees. See also *Space Needle, LLC*, 362 NLRB No. 11, slip op. at 5 fn. 12 (2015). To prevent a double recovery by the Union, however, payment by the Respondent to the Union under this remedy shall be offset by the amount of dues *actually collected* by the Union from members who authorized dues check-off since August 2014, notwithstanding the Respondent's failure to remit such amounts to the Union. See *A.W. Farrell & Son*, 361 NLRB No. 162, slip op. at 1 fn. 3 (2014).

Member Miscimarra would also require the Respondent to reimburse the Union for the dues and fees that it unlawfully failed to deduct and remit, with an offset for any dues actually collected by the Union from the employees during the backpay period. However, unlike his colleagues, Member Miscimarra would permit the Respondent to recoup from its employees any amounts ultimately owed to the Union for dues under the Order. The employees, not the Respondent, owe the dues to the Union, and the fulfillment of that financial obligation remains their responsibility. The employer's role in dues-checkoff arrangements is merely an administrative one. Therefore, Member Miscimarra would find that ordering the Respondent to pay the employees' delinquent dues from its own funds is a punitive remedy outside the scope of the Board's authority. See *Alamo Rent-A-Car*, 362 NLRB No. 135, slip op. at 7-8 (2015) (Member Miscimarra, dissenting).

tion, Sanford, Florida, as a single employer, its officers, agents, successors, and assigns shall:

1. Cease and desist from:
 - (a) Threatening employees with discharge because of their union membership and activities.
 - (b) Discharging or otherwise discriminating against employees for supporting the Union or any other labor organization.
 - (c) Failing to pay unit employees the wages and benefits provided for in the parties' May 1, 2014 – April 30, 2017 collective-bargaining agreement.
 - (d) Failing to make contractual contributions to the health and welfare fund, the apprenticeship fund, and the pension fund on behalf of unit employees.
 - (e) Ceasing the deduction of union dues and fees from the wages of unit employees who authorized such deductions, and ceasing the remittance of those union dues and fees to the Union.
 - (f) 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) Within 14 days from the date of this Order, offer Mark Jekot and Forrest Greenlee full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.
 - (b) Make Mark Jekot and Forrest Greenlee whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision.
 - (c) Within 14 days from the date of this Order, remove from their files any reference to the unlawful discharges, and within 3 days thereafter, notify the employees in writing that this has been done and that the discharges will not be used against them in any way.
 - (d) Rescind the changes in the terms and conditions of employment for their unit employees that were unilaterally implemented about early August 2014.
 - (e) Make employees whole for any loss of earnings and other benefits suffered as a result of its failure to continue in effect all of the terms and conditions of the collective-bargaining agreement, in the manner set forth in the remedy section of this decision.
 - (f) Compensate Mark Jekot, Forrest Greenlee, and any unit employee who receives backpay as a result of the Respondent's unlawful changes in terms and conditions of employment, for any adverse tax consequences of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the

backpay awards to the appropriate calendar quarters for each employee.

(g) Make all delinquent payments to the Florida Trowel Trades International Health Fund, the Bricklayers and Allied Craftworkers Local 8 – Southeast Apprenticeship and Training Trust Fund, and the Bricklayers and Trowel Trades International Pension Fund that have not been made since about early August 2014 on behalf of unit employees, and make the unit employees whole for any expenses ensuing from their failure to make such payments, including any additional amounts due to the funds on behalf of unit employees, with interest, in the manner set forth in the remedy section of this decision.

(h) Make the Union whole for any dues that the Respondent failed to deduct and remit under the parties' collective-bargaining agreement, in the manner set forth in the remedy section of this decision.

(i) 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.

(j) Within 14 days after service by the Region, post at its Sanford and Lake Mary, Florida facilities copies of the attached notice marked "Appendix."³ Copies of the notice, on forms provided by the Regional Director for Region 12, 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 facilities 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 1, 2014.

³ 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."

(k) Within 21 days after service by the Region, file with the Regional Director for Region 12 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., September 30, 2015

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Lauren McFerran, 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 threaten you with discharge because of your union membership and activities.

WE WILL NOT discharge or otherwise discriminate against you for supporting Bricklayers and Allied Craftworkers Local 8—Southeast, International Union of Bricklayers and Allied Craftworkers, AFL–CIO (the Union) or any other labor organization.

WE WILL NOT fail to pay you the wages and benefits provided for in our May 1, 2014—April 30, 2017 collective-bargaining agreement with the Union.

WE WILL NOT fail to make contractual contributions to the health and welfare fund, the apprenticeship fund, and the pension fund on your behalf.

WE WILL NOT cease the deduction of union dues and fees from your wages if you authorized such deductions, and cease the remittance of those union dues and fees to the Union.

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, within 14 days from the date of this Order, offer Mark Jekot and Forrest Greenlee full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Mark Jekot and Forrest Greenlee whole for any loss of earnings and other benefits resulting from their discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges of Mark Jekot and Forrest Greenlee, and WE WILL, within 3 days thereafter, notify each of them in writing that this has been done and that the discharges will not be used against them in any way.

WE WILL rescind the changes in the terms and conditions of your employment that were unilaterally implemented about early August 2014.

WE WILL make you whole for any loss of earnings and other benefits suffered as a result of failure to continue in effect all of the terms of our collective-bargaining agreement with the Union.

WE WILL compensate Mark Jekot, Forrest Greenlee, and any unit employee who receives backpay as a result of our unlawful changes in terms and conditions of employment, for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee.

WE WILL make all delinquent payments to the Florida Trowel Trades International Health Fund, the Bricklayers and Allied Craftworkers Local 8—Southeast Apprenticeship and Training Trust Fund, and the Bricklayers and Trowel Trades International Pension Fund that have not been made since about early August 2014 on your behalf, and WE WILL make you whole for any expenses ensuing from our failure to make such payments, including any additional amounts due to the funds on your behalf, with interest.

WE WILL make the Union whole for any dues that we failed to deduct and remit under our collective-bargaining agreement with the Union.

DISTLER CORPORATION, SIERRA MASONRY CORPORATION, DISTLER CONSTRUCTION CO., INC., AND GULF STATE CONSTRUCTION COMPANY D/B/A DISTLER CONSTRUCTION CO., SINGLE EMPLOYER

The Board's decision can be found at www.nlr.gov/case/12-CA-135706 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

