

NATIONAL LABOR RELATIONS BOARD

v.

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

**ORDER**

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 Construction, 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." 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.
- (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.

## 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](http://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.



**UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Amy C. Nerenberg  
Acting Clerk of Court

For rules and forms visit  
[www.ca11.uscourts.gov](http://www.ca11.uscourts.gov)

(REISSUED TO SHOW MANDATE ISSUED)  
March 03, 2016

Margaret J. Diaz  
National Labor Relations Board  
201 E KENNEDY BLVD STE 530  
TAMPA, FL 33602-5824

Linda Dreeben  
National Labor Relations Board  
Appellate Litigation  
1015 HALF ST SE  
WASHINGTON, DC 20570

Appeal Number: 15-15304-G  
Case Style: National Labor Relations Board v. Distler Corporation, et al  
Agency Docket Number: 12-CA-135706

The enclosed copy of this Court's order granting the motion for summary judgment is ENTERED. A copy of the said judgment is also enclosed. The proceeding is terminated in this court.

Sincerely,

AMY C. NERENBERG, Acting Clerk of Court

Reply to: Bryon Robinson, G  
Phone #: (404) 335-6185

Enclosure(s)

DIS-4 Multi-purpose dismissal letter

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT**

---

No. 15-15304-G

---

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

versus

DISTLER CORPORATION,  
SIERRA MASONARY CORP.,  
DISTLER CONSTRUCTION CO., INC.,  
AND GULF STATE CONSTRUCTION CO.  
D/B/A DISTLER CONSTRUCTION CO.

Respondent.

-----  
On Application for Enforcement of an Order of the  
National Labor Relations Board  
-----

BEFORE: TJOFLAT, HULL and WILSON, Circuit Judges.

BY THE COURT:

In the absence of an answer filed by Distler Corporation, Sierra Masonry Corp., Distler Construction Co., Inc., and Gulf State Construction Co. d/b/a Distler Construction Co. (“Respondent”) within the time allowed by Fed.R.App.P. 15(b)(2), the application for summary enforcement is GRANTED.

It is hereby ORDERED and ADJUDGED by the United States Court of Appeals for the Eleventh Circuit that the September 30, 2015, order of the National Labor Relations Board (“Board”) entered in Case No. 12-CA-135706 is hereby enforced, and that Respondent Distler Corporation, Sierra Masonry Corp., Distler Construction Co., Inc., and Gulf State Construction Co. d/b/a Distler Construction Co., its officers, agents, successors, and assigns shall abide by the

Board's order. The order entered on September 30, 2015, in Case No. 12-CA-135706, a copy of which is attached to this order, is hereby made the judgment of this Court.

ISSUED AS  
MANDATE