

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 5**

C.W. WRIGHT CONSTRUCTION COMPANY,  
LLC

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 70

Case No. 05-CA-180732

**SUR-REPLY IN FURTHER OPPOSITION TO RESPONDENT’S MOTION TO  
ACCEPT RESPONDENT’S SETTLEMENT PROPOSAL**

Counsel for the General Counsel hereby files this sur-reply and further opposes C.W. Wright Construction Company, LLC’s (“Respondent” or “Employer”) Motion to Accept Respondent’s Settlement Proposal (the “Motion”), and respectfully moves for an Order denying Respondent’s Motion.

**A.     RESPONDENT’S PROPOSED SETTLEMENT WITHOUT THE  
DEFAULT LANGUAGE DOES NOT CONSTITUTE A FULL REMEDY.**

Contrary to Respondent’s claim, the General Counsel’s default language does not require Respondent to forfeit rights to any claims except for the claims at issue in *this case*. By definition, parties compromise their positions in a settlement in order to reach a resolution. In entering into a settlement, counsel for the General Counsel gives up its right to seek a Board Order in this case and Respondent in turn gives up its right to defend against the claims in this case in the event of default. Such a compromise does not deprive Respondent of due process. With respect to *new* allegations, Respondent retains due process and the right to defend against those allegations. If Respondent prefers to defend against the *current* allegations, it may do so through litigation in this case. Only Respondent is trying to force a one-party settlement.

Respondent's proposal, by contrast, of a one-party settlement without the default language may require counsel for the General Counsel to litigate this case months or years down the road. Without the default language, if Respondent violated the settlement in six months or a year, the General Counsel's only option would be to seek to revoke the settlement and re-issue the original Complaint in this action.<sup>1</sup> Such an action would be untenable, both from an evidentiary and administrative point of view.<sup>2</sup> In *USPS*, 364 NLRB No. 116 (2016), the Board specifically acknowledged that the General Counsel is without immediate recourse in situations involving the absence of default language, a fact that would require litigation of a previously settled case. *Id.*, slip op. at p. 3 n. 8.

**B. RESPONDENT'S PROPOSED SETTLEMENT IS NOT THE SAME AS A CONSENT ORDER.**

The Board, in *USPS*, 364 NLRB No. 116 (2016), acknowledged that what Respondent is proposing is not in fact a settlement at all:

This case involves orders approving and incorporating the settlement terms proposed by a respondent, over the *objections* of the General Counsel and the charging party. Thus, there is no "agreement" between any parties. The fundamental misconception of such orders as "settlement agreements," notwithstanding that they are involuntarily imposed on all parties other than the respondent, explains many of the dissent's erroneous conclusions. *USPS*, 364 NLRB No. 116, slip op. p. 3 n. 5 (2016) (*emphasis in original*).

In the instant matter, Respondent carefully avoids proposing consent order language, but rather asserts that its defective settlement "can be remedied easily by inserting the appropriate sentence into the settlement document, and Respondent will have no objection to this cure." *See*

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<sup>1</sup> It is not clear if counsel for the General Counsel would even be permitted to rescind the settlement in a situation where it was not actually a party to the settlement and the settlement was taken by the ALJ over the General Counsel's objections.

<sup>2</sup> Counsel for the General Counsel feels compelled to point out that this Respondent is considered a recidivist by the General Counsel. In Case No. 05-CA-163026, Complaint was issued and the matter was settled without default language. *See* Complaint in Case 05-CA-163026, attached as **Exhibit 1**; *see also* Informal Settlement, attached as **Exhibit 2**.

Respondent Reply Brief p. 4. Respondent fails, however, to identify the sentence that it asserts that it has no objection, preventing counsel for the General Counsel to evaluate the proposed revision.

In contrast to the General Counsel's default judgment policy, there is no established procedure or boilerplate language that dictates the enforcement process for a consent order providing for the entry of court judgment. The consent order in *Electronic Workers IUE Local 201 (General Electric Co.)*, 188 NLRB 855 (1971), which the Board in *USPS* points to as the appropriate standard, includes cease and desist language, an element noticeably lacking from the Respondent's proposed settlement in the current matter.

Proposed Consent Board Order and Notice

The Respondent, Local 201, International Union of Electrical, Radio and Machine Workers, AFL-CIO its officers, agents, representatives, successors and assigns shall:

1. Cease and desist from:

...

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act, as amended:

...

*Electronic Workers IUE Local 201 (General Electric Co.)*, 188 NLRB 855, 857-58 (1971)

It is this cease and desist language and notice posting, along with the consent **Board Order** that the Board found protected the General Counsel's recourse ability in the event of the settlement. *USPS*, 364 NLRB No. 116, slip op. p. 3 (2016). Unless the Respondent is conceding to the cease and desist language for a consent order, the concerns of the Board and holdings of the Board in *USPS* are applicable and Respondent's proposed informal settlement is not a full remedy without default judgment language.

**C. DELETION OF DEFAULT LANGUAGE PROVIDES EVEN LESS REMEDY THAN THE REMEDY THE BOARD REJECTED IN *USPS*.**

Contrary to Respondent's assertion in its motion and reply brief, approval of the proposed consent order containing no default judgment language would contravene the Board's ruling in *USPS*, 364 NLRB No. 116 (2016). In *USPS*, the respondent's proffered consent order was rejected even though the employer had offered a six-month temporal limitation period for default judgment.<sup>3</sup> The Board premised its rejection on the fact that the General Counsel would have no immediate recourse should the employer violate the order after six months. The Board explained:

The most that the instant order before us permits the General Counsel to do in the event of such a violation of its terms is to litigate from square one the complaint allegations that the consent order supposedly resolved. . . . We believe, as a general matter, that a case that has been resolved should stay resolved, and that Board orders should be capable of effective enforcement if they are violated. *USPS*, *supra* slip op. at 3 fn. 8.

Even worse than the *USPS* temporal limitation, Respondent's proposed settlement in this case fails to provide for any default judgment at all, and instead would require the General Counsel to prosecute the case "from square one" should Respondent default on the agreement. The proposed consent order does not provide a full remedy because it grants the General Counsel no effective means of enforcement. *Id.* If it were breached, it would be a "resolved" case that had not stayed resolved, the very scenario the Board rejected in *USPS*. Rather than a temporal limitation, what Respondent proposes is the same as a zero-month temporal limitation, much more severe than what was at issue in *USPS*.

The inclusion of default language in a settlement agreement has the practical effect of providing a powerful incentive for Respondent to continue to honor its agreement. At the same time, default judgment language minimizes the harm to the General Counsel's case that would

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<sup>3</sup> In the instant matter, the Respondent has never requested a temporal limitation and instead proposes a total removal of the default language.

ordinarily result from the delayed prosecution in event of a breach. In General Counsel Memorandum 11-04, the General Counsel instructed all Regions to routinely incorporate such language into informal settlement agreements. *See also* GC Memorandum 11-10 (clarifying default judgment policy announced in GC 11-04). In GC 11-04, the General Counsel explained:

Since the default language simply requires a charged party/respondent to honor the commitments it made in the settlement agreement, it is a reasonable requirement that ensures that the Agency will not be required to litigate a settled issue. In many cases, the default language will have been agreed to by a charged party/respondent only after the Regional Office has expended government resources to prepare for an administrative hearing. Failure to abide by the terms of a settlement that does not contain default language would require that the government incur the expense of preparing again for the administrative hearing and delays the provision of remedial relief. Therefore, to avoid duplicative expenses and delay, it is especially appropriate to include summary default language in informal settlement agreements.

*Id.* at 2.

Without default judgment language, the General Counsel would be forced to litigate the case anew in the event of a failure to remedy any breach of a settlement agreement. As the Board recognized in *USPS*, 364 NLRB No. 116 (2016), not only would the General Counsel be tasked with investigating the breach and possibly litigating any subsequent unfair practice charges filed in connection with that breach, but it also has to litigate the original case from “square one.” *Id.*, slip op. at 3 n.8; *see also* Case Handling Manual Part 1, Unfair Labor Practice Proceedings, Section 10152.1 -- Settlement Agreements. Without Default Language (“At hearing, counsel for the General Counsel will have the burden of establishing noncompliance with the agreement, as well as the merits of the alleged unfair labor practices.”). Given the passage of time, evidence and witnesses may be much more difficult to reach or become unavailable to testify. *See e.g.*, *Morris Glass & Construction, Inc.*, 363 NLRB No. 150 (2016) (Board granted General Counsel’s motion for default judgment where Respondent failed to continue making installment payments to the estate of an employee who had died a couple of

years after the approval of the settlement agreement); *see also Blackburn v. Thomas*, 450 U.S. 953, 956 n. 3 (1981) (“The [government’s] opportunity to hold a retrial under these circumstances may be only theoretical. Witnesses disappear and memories fade with the passage of time.”). With the absence of critical testimony or other evidence, counsel for the General Counsel may be unable to meet its burden in prosecuting the original case, and therefore respondent could ultimately reap the benefits of its breach.

While the particular procedure may vary depending on whether the breach involved the affirmative provisions of the settlement agreement, or its cease-and-desist provisions, the bottom line is that the default judgment language enables the General Counsel to obtain an enforceable order from the Board relatively rapidly. *See* Memorandum OM, 14-48, at 5-7 (outlining procedures for enforcing default judgment language in settlement agreements). The General Counsel has viewed the inclusion of such default language to be so useful that Regional Directors need special clearance to depart from this practice. *See* GC 11-10 at 3. Generally, post-Complaint, Regional Offices only have discretion to limit that language as to time or place. *See* Memorandum OM 14-48, at 2-3. While it is possible that without a time limitation, the General Counsel could enforce the settlement at any time, the Region would know within a reasonable period of time whether there was compliance.

**D. A NONADMISSIONS CLAUSE PREVENTS A FULL REMEDY FINDING WHEN THERE IS NO PROVISION FOR A COURT JUDGMENT.**

As set forth in the Opposition, the Board in *USPS* explained that a nonadmission clause in a consent order is not necessarily incompatible with a finding of a full remedy, so long as the order also provides for entry of a court judgment. *USPS, supra*, slip op. at 3 n 9. Counsel for the General Counsel does not read footnote 9 of *USPS, supra*, to stand for the proposition that a consent order lacking any default judgment language, but including both a nonadmission clause

and a provision for entry of a court order, constitutes a full remedy. Instead, footnote 9 should be read in the context of the particular consent order in the case, which did include default judgment language, albeit with a six-month temporal limitation. Therefore, under the specific facts of the *USPS*, *supra*, footnote 9 should be understood to require that a proposed consent order contain both default judgment language and a provision for entry of a court order where a nonadmission clause is also sought.

In support of that view, the Board quoted Section 10164.5 of the NLRB Case Handling Manual, Part 1, Unfair Labor Practice Proceedings, which provides in pertinent part that, with respect to formal settlement stipulations, “[i]f respondent consents to the entry of a court judgment, it is possible to include a nonadmission clause in the stipulation.” *Id.* Conversely, “[i]f respondent will not execute a stipulation providing for the entry of a court judgment, a request for a nonadmission clause must be rejected, since such a clause could create a question regarding the enforceability of the stipulation.” *Id.* By eliminating the General Counsel’s standard default judgment language in its entirety, Respondent’s proposed order eliminated the section providing for entry of court judgment as well. Consequently, Respondent’s continued inclusion of the nonadmission clause, which creates a question regarding the enforceability of the consent order that has no cease and desist language, precludes a finding of a full remedy under *USPS*.

**E. EVEN UNDER *INDEPENDENT STAVE*, 287 NLRB 740 (1987), RESPONDENT’S MOTION SHOULD BE DENIED.**

Even if this matter was evaluated under the standard set forth in *Independent Stave*, which was used prior to the *USPS* case, Respondent’s Motion should be denied. The dissent in *USPS*, citing *Independent Stave*, 287 NLRB 740 (1987), sets forth four factors for the Board to “consider when evaluating the reasonableness of settlement terms.”

- (1) Whether the charging party, the respondent, and any of the individual discriminatees have agreed to be bound and the position taken by the General Counsel regarding the settlement;
- (2) Whether the settlement is reasonable in light of the nature of the violations alleged, the risks inherent in litigation, and the stage of litigation;
- (3) Whether there has been any fraud, coercion, or duress by any of the parties in reaching the settlement; and
- (4) Whether the respondent has engaged in a history of violations of the Act or has breached previous settlement agreements resolving unfair labor practice disputes.

*USPS*, 364 NLRB No. 116, slip op. p. 4 n. 2 (2016).

Three of the four factors in this case support denying Respondent's Motion: (1) neither the charging party nor the General Counsel agree to be bound by the settlement; (2) this matter is at the late stages of litigation, as Respondent waited until the eleventh hour to file the Motion and the parties are less than one week from the hearing;<sup>4</sup> and (4) as set forth above, Respondent is considered a recidivist, with a history of meritorious unfair labor practice charge allegations. Accordingly, Respondent cannot even prevail under the *Independent Stave* factors and its Motion should be denied.

### CONCLUSION

For the reasons set forth above and the reasons set forth in counsel for the General Counsel's March 3, 2017 Opposition, Respondent's Motion should be denied.

Respectfully submitted,

March 7, 2017  
Date

/s/ Barbara E. Duvall  
Barbara E. Duvall, Esq.  
NLRB – Region 5  
100 S. Charles Street, Tower II  
Suite 600  
Baltimore, Maryland 21201  
Counsel for the General Counsel

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<sup>4</sup> As set forth in counsel for the General Counsel's Opposition to the Motion, the post-Complaint informal settlement agreement with the default language was first proposed to Respondent on January 5, 2017, nearly two months prior to Respondent's Motion.



# EXHIBIT 1

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 5**

C.W. WRIGHT CONSTRUCTION COMPANY, INC.

and

**Case 5-CA-163026**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION 126

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Electrical Workers, Local Union 126 (Charging Party or Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that C.W. Wright Construction Company, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on October 30, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in this proceeding was filed by the Charging Party on January 6, 2016, and a copy was served on Respondent by U.S. mail on January 11, 2016.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Ijamsville, Maryland, and has been an electrical contractor engaged in the provision of services to the utility industry.

(b) In conducting its operations during the twelve-month period ending December 31, 2015, Respondent performed services valued in excess of \$50,000 in states other than the State of Maryland.

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

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

5. At all material times, the following individuals have 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:

Kevin Browning	-	General Foreman
Eddie Hughes	-	General Foreman
Wayne Smith	-	Special Projects Manager
Terry Webber	-	General Foreman
Larry Young	-	Division Manager

6. About September 24, 2015, Respondent, by Browning, in a parking lot at Respondent's worksite in Salisbury, Maryland (Respondent's Salisbury facility):

(a) prohibited employees from distributing union authorization cards; and

(b) threatened employees with discipline and discharge if they did not stop distributing union authorization cards; and

(c) Stated to employees present at the morning safety meeting that the Union would lay them off any chance it got, and that they would never make any money in the Union, and informed its employees that it would be futile for them to select the Union as their bargaining representative.

(d) Interrogated employees about their union activities;

(e) Coerced employees by inviting employees to quit because of union activities.

7. About September 24, 2015, Respondent, by Hughes, in a parking lot at Respondent's Salisbury facility:

(a) interrogated employees about their union activities;

(b) threatened employees with unspecified reprisals for distributing union authorization cards;

(c) threatened employees with discipline and discharge for distributing union authorization cards; and

(d) threatened employees with discipline and discharge for discussing the Union.

8. About September 24, 2015, Respondent, by Hughes, in a work trailer at Respondent's work site in Seaford, Delaware (Respondent's Seaford facility), threatened employees with closure, if they chose to be represented by a union.

9. About September 24, 2015, Respondent, by Smith, in a parking lot at Respondent's Salisbury facility:

(a) threatened employees with unspecified reprisals for distributing union authorization cards;

(b) threatened employees with discipline and discharge for distributing union authorization cards; and

(c) threatened employees with discipline and discharge for discussing the Union.

10. About September 24, 2015, Respondent, by Webber, by telephone, told employees that soliciting union support in front of Respondent's leadership made Respondent's supervisors look bad.

11. About September 24, 2015, Respondent, by Browning, Hughes, and Smith, orally promulgated a rule prohibiting employees from engaging in union solicitation during non-work time and distributing union materials in non-working areas during non-work time.

12. About September 24, 2015, Respondent discharged employee Nick Huber.

13. Respondent engaged in the conduct described above in paragraph 12, because its employee Nick Huber formed, joined, or assisted the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

14. By the conduct described above in paragraphs 6 through 11, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

15. By the conduct described above in paragraphs 12 and 13, Respondent has been discriminating in regard to the hire or tenure, or terms or conditions of employment, of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

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

## REMEDY

As part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 15, the General Counsel seeks an Order requiring that at a meeting, or meetings scheduled to ensure the widest possible attendance, Respondent's representative Terry Webber read the Notice to the employees, on worktime, in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the Notice to employees, during worktime, in the presence of Respondent's supervisors and agents identified above in paragraph 5.

Additionally, Respondent will also copy and mail, at its own expense a copy of the Notice to Employees to all current employees and former employees who were employed at any time on or after September 24, 2015.

As part of the remedy for the unfair labor practices alleged above in paragraphs 12 and 13, the General Counsel seeks an Order requiring that Respondent reimburse Huber for all search-for-work and work-related expenses regardless of whether he received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

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 12, 2016, or postmarked on or before February 11, 2016.**

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](http://www.nlr.gov), click on **E-File 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 the 11<sup>th</sup> day of April 2016, at 10:00 a.m., at Hearing Room A, Bank of America Center – Tower II, 100 South Charles Street, Baltimore, Maryland, 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 Baltimore, Maryland this 29<sup>th</sup> day of January 2016.

(SEAL)

/s/ CHARLES L. POSNER

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CHARLES L. POSNER  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 05  
BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

Attachments

# EXHIBIT 2

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**C.W. Wright Construction Company, LLC**

**Case 05-CA-163026**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING AND MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its Northern Division facility located in Ijamsville, Maryland, and its Central Division facility located in Chester, Virginia, including all places at the above-referenced facilities where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will grant reasonable access to agents of the Regional Director to monitor compliance with this posting requirement. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed by the Charged Party out of either its Northern or Central Divisions at any time since September 24, 2015. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**READING OF NOTICE**—The Charged Party will hold a meeting or meetings, on work time, scheduled to ensure the widest possible attendance on each shift for all current employees working for the Charging Party out of both of its Northern or Central Divisions, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English.

**NON ADMISSIONS CLAUSE**- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.



**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b>		<b>Charging Party</b>	
<b>C.W. Wright Construction Company, LLC</b>		<b>International Brotherhood of Electrical Workers, Local Union 126</b>	
By: Name and Title /s/ Lee Robbins President	Date 3/30/2016	By: Name and Title /s/ Rick Fridell Business Representative	Date 4/1/16
Recommended By: /s/ Cristina Cora Field Attorney	Date 4/1/16	Approved By: /s/ Charles L. Posner Regional Director, Region 5	Date 4/5/16

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative 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:**

- tell you that **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization, cannot help you if it wins an election to become your collective-bargaining representative;
- interrogate you about your support or other employees' support for **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization;
- tell employees not to talk about **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization;
- prohibit you from engaging in union solicitation during non-work time;
- prohibit you from engaging in distribution of union materials in non-working areas during non-work time;
- threaten you with closure because of your membership in, or support of, **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization;
- threaten you with discipline, discharge, or unspecified reprisal because of your membership in, or support of, **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization;
- tell you that you are fired because of your union activities, including handing out union cards;
- fire employees because of their membership in, or support of, **International Brotherhood of Electrical Workers, Local Union 126**, or any other labor organization.

**WE WILL** rescind our orally promulgated rule prohibiting you from engaging in union solicitation during non-work time, or from engaging in distribution of union materials in non-working areas during non-work time.

**WE WILL** pay Nicholas D. Huber for any loss of earnings and other benefits resulting from his unlawful discharge, less any net interim earnings, and for any expenses he incurred, plus interest. We will compensate Nicholas D. Huber for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and we will file with the Regional Director for Region 5, within 21 days of the date the amount of backpay is fixed, a report allocating the backpay award to the appropriate calendar year(s). Nicholas D. Huber has waived his right to reinstatement.

**WE WILL** remove from our files all references to the unlawful discharge of Nicholas D. Huber and we will notify him in writing that this has been done and that the discharge will not be used against him in any way.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**C.W. Wright Construction Company, LLC**

(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

**Telephone:** (410)962-2822  
**Hours of Operation:** 8:15 a.m. to 4:45  
p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.