

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 9

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, AFL-CIO (PPF), LOCAL 502  
(Ward Engineering Co. Inc.)

and

Case 09-CB-205891

JOE WYSSBROD, AN INDIVIDUAL

**JOINT MOTION AND SUPPORTING MEMORANDUM TO REMAND CASE TO THE  
REGIONAL DIRECTOR**

Pursuant to Section 102.47 of the Board's Rules and Regulations, Respondent, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (PPF), Local 502, and Counsel for the General Counsel move that the Board remand the above-captioned cases to the Regional Director of Region 9 to effectuate a settlement of the dispute.

**I. Statement of the Case**

On September 7, 2017, Joe Wyssbrod (the Charging Party) filed a charge alleging, inter alia, that Respondent removed the Charging Party from its job-referral list without apprising him of his current obligations under the union-security clause in violation of Section 8(b)(1)(A) of the Act.

On April 30, 2018, the Regional Director of Region 9 issued a Complaint and Notice of Hearing in this matter. On August 1, 2018, a hearing was held before Administrative Law Judge Melissa M. Olivero. On March 20, 2019, Judge Olivero issued a Decision and

Recommended Order, in which she found that Respondent violated the Act by removing the Charging Party from the job-referral list without first advising him of his specific financial obligations (i.e., dues arrearage and reinstatement fee) under the union-security clause as alleged in the complaint.

On April 22, 2019, this case entered the Board's Alternative Dispute Resolution program. (See Section 102.45(c) of the Board's Rules and Regulations.) Respondent and Counsel for the General Counsel participated in an in-person mediation session on May 31, 2019, led by Associate Executive Secretary Farah Qureshi. The Charging Party also participated by phone. On June 12, 2019, Respondent, Counsel for the General Counsel, and the Charging Party entered into the Compliance Agreement attached to this Motion (herein "the Agreement").

## **II. Memorandum Supporting Motion to Remand**

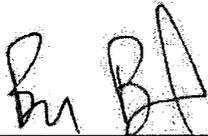
If the Board remands this case to the Regional Director, the Regional Director will immediately approve the attached Compliance Agreement and begin enforcing compliance with its terms. Respondent and Counsel for the General Counsel respectfully move that, under these circumstances, it will effectuate the purposes of the Act to remand this case to the Regional Director for further action consistent with the Board's alternative dispute resolution program and the attached Agreement, to take no further action to effectuate Judge Olivero's Findings and Recommended Order.

Remanding this matter to the Regional Director is reasonable as all parties wish to voluntarily resolve it and the Agreement remedies the allegations found to have merit by Judge Olivero including backpay and reinstatement for the Charging Party, as well as a Notice posting to employees and members of Respondent. The Regional Director has

concluded that the Agreement sufficiently remedies the unfair labor practices, and although the backpay does not amount to 100% due, it is reasonable given the risks and challenges of further litigation.

Therefore, Respondent and Counsel for the General Counsel respectfully move that the Board remand this matter to the Regional Director of Region 9 for further processing in accordance with the attached Agreement.

For Respondent United Association of  
Journeymen and Apprentices of the Plumbing  
and Pipe Fitting Industry of the United States  
and Canada, AFL-CIO (PPF), Local 502



Ben Basil  
Priddy, Cutler, Naake & Meade PLLC  
2303 River Road, Suite 300  
Louisville, KY 40206  
*Counsel for Respondent*

Counsel for the General Counsel:



Zuzana Murarova  
National Labor Relations Board, Region 9  
(513) 684-3654  
[Zuzana.murarova@nlrb.gov](mailto:Zuzana.murarova@nlrb.gov)

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UNITED ASSOCIATION OF JOURNEYMEN  
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UNITED STATES AND CANADA, AFL-CIO  
(PPF), LOCAL 502  
(Ward Engineering Co., Inc.)

and

Case 09-CB-205891

JOE WYSSBROD

**COMPLIANCE AGREEMENT**

**IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN** United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (PPF), Local 502 (Respondent) and Joe Wyssbrod, an individual (Charging Party or Wyssbrod) and Region 9, National Labor Relations Board (Region 9) that:

1. On March 20, 2019, Administrative Law Judge Melissa M. Olivero issued her Decision in the above-captioned case (Decision). Judge Olivero found that Respondent committed unfair labor practices and recommended that the Board issue an Order directing Respondent to take certain affirmative steps to remedy its conduct.
2. This Agreement settles only the allegations in the above-captioned case and does not constitute a settlement of any other cases or matters. This Agreement pertains to all of the affirmative actions that were recommended in Judge Olivero's March 20, 2019 Decision as more specifically outlined in paragraph 3 below.

3. Following the issuance of the Judge's Decision, Respondent, the Union and Region 9, reached agreement on the amount of wages and pension benefit reimbursement due and owing Wyssbrod, the expungement of the Respondent's records, advising individuals removed from the job referral list of the amount of their financial obligations, and the notice posting requirements to effectuate the affirmative provisions of the Administrative Law Judge's recommended Order. Said agreement has been reduced to writing in this Agreement. Based thereon, the monetary obligation of Respondent will be discharged by payment in the sum of \$71,071. An amount of \$56,301 in backpay will be paid to Wyssbrod in three equal payments of \$18,767. The first such payment will be made to Wyssbrod by June 15, 2019; the second payment will be made to Wyssbrod by July 15, 2019, and the third and final payment will be made to Wyssbrod by August 15, 2019. An amount of \$14,770 in pension contributions will be paid on Wyssbrod's behalf to Plumbers and Pipefitters Trust Funds, Plumbers and Pipefitters Local 502 and 633 Pension Plan.

4. Respondent will, upon notice that this Agreement has been approved by the Acting Regional Director, convey the backpay payment to National Labor Relations Board, Region 9, Attn: CO Ann Marie Behrle, Room 3003, Federal Building, 550 Main Street, Cincinnati, OH 45202-3271, payable to Wyssbrod in the specified amounts and due dates as referenced above in paragraph 3, for a total and final payment amount of \$56,301, with no withholdings. Respondent will issue Wyssbrod an IRS Form 1099 at the appropriate time.

5. Respondent will, upon notice that this Agreement has been approved by the Acting Regional Director, convey payment to the Plumbers and Pipefitters Trust Funds, Plumbers and Pipefitters Local 502 and 633 Pension Plan, to be deposited into Wyssbrod's union pension fund account, in the amount of \$14,770, in one lump sum, with no withholdings, by no later than

June 28, 2019. After such lump sum pension payment has been made on behalf of Wyssbrod to the Plumbers and Pipefitters Trust Funds, Plumbers and Pipefitters Local 502 and 633 Pension Plan, Respondent will provide documentation to verify the deposit was made by Respondent on Wyssbrod's behalf to Compliance Officer Ann Marie Behrle at the address listed above.

6. All parties agree that the wage and pension fund reimbursement amounts specified above in paragraphs 3, 4 and 5 are correct and constitute the full amount of wage and benefits reimbursement owed to Wyssbrod pursuant to the Judge's Decision. All parties, therefore, waive any right to a hearing or any other legal proceeding to dispute the accuracy of the amounts described above, or the findings of the Administrative Law Judge.

7. Respondent agrees to post at the union hall located at 4330 Crittenden Drive, Suite A, Louisville, Kentucky, copies of the attached Notice "Attachment A" on forms provided by the Acting Regional Director for Region 9. The notices, after being signed by the Union's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to the physical posting of the paper notices, Respondent will post the Notice to Employees and Members on its union website for 60 consecutive days. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced or covered by any other material.

8. Respondent has, as of June 20, 2018, reinstated Wyssbrod to the Union's referral list as required by the Judge's Decision.

9. Respondent will remove from its files any reference to Wyssbrod's unlawful removal from the job-referral list by no later than June 28, 2019 and, within 3 days thereafter, notify

Wyssbrod, in writing, that this has been done and that Respondent will not use the removal against him in any way.

10. Respondent will advise those individuals using their hiring hall, who have been removed from the job-referral list for nonpayment of dues or fees, of the amount of their current liabilities (i.e. dues arrearages and/or fees required for reinstatement). Respondent will provide documentation to Compliance Officer, Ann Marie Behrle, at Region 9's address listed above in paragraph 4 to verify that Respondent is complying with this affirmative provision.

11. Respondent agrees that in case of noncompliance with any of the terms of this Compliance Agreement by Respondent, and after 14 days' notice from the Acting Regional Director of the National Labor Relations Board of such noncompliance without remedy by the Respondent, the Acting Regional Director will issue a compliance specification that will include the amounts set forth in Paragraphs 3 and 4 above and any other provisions of the compliance agreement that have not been fulfilled. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the compliance specification. Respondent understands and agrees that all of the allegations of the aforementioned compliance specification will be deemed admitted as true and it will have waived its right to file an Answer to such compliance specification. The only issue that may be raised before the Board is whether the Respondent defaulted on the terms of this Compliance Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered

enforcing the Board order ex parte, after service or attempted service upon Respondent at the last address provided to the General Counsel.

12. The parties hereby stipulate and agree that no exceptions will be filed with respect to the Judge's March 20, 2019 Decision.

13. This Agreement contains the entire agreement between the parties concerning Respondent's affirmative provision requirements ordered by Judge Olivero in her March 20, 2019 Decision, and there is no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

**UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPEFITTING INDUSTRY OF THE  
UNITED STATES AND CANADA, AFL-CIO  
(PPF), LOCAL 502**

**JOE WYSSBROD**

By: Ben Basil  
Ben Basil, Counsel for Respondent

By: Joseph F. Wyssbrod

Dated: 6/12/19

Dated: 6/13/19

Recommended By: \_\_\_\_\_  
Ann Marie Behrle, Comp. Officer  
NLRB, Region 9

Dated: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Matthew T. Denholm, Acting Regional Director  
NLRB, Region 9

Dated: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

June 13, 2019

I hereby certify that I served the Joint Motion to Remand Case to the Regional Director on this date on the following parties by electronic mail:

Mr. Joe Wyssbrod  
204 East Chestnut St  
Butler, MO 64730  
Email: [jwyssbrtod@yahoo.com](mailto:jwyssbrtod@yahoo.com)

Benjamin Basil, Attorney at Law  
Priddy, Cutler, Naake & Meade, PLLC  
2303 River Rd, Suite 300  
Louisville, KY 40206-5003  
Email: [basil@pcnmlaw.com](mailto:basil@pcnmlaw.com)

David Leightty, Attorney at Law  
Priddy, Cutler, Naake & Meade, PLLC  
2303 River Rd, Suite 300  
Louisville, KY 40206  
Email: [dleightty@earthlink.net](mailto:dleightty@earthlink.net)

and to the following involved party by U.S. mail:

Ms. Janet Redeford  
Ward Engineering Co. Inc.  
1353 S 7th St  
Louisville, KY 40208-2221

Respectfully submitted,

*/s/ Zuzana Murarova*

Zuzana Murarova  
Counsel for the General Counsel  
Region 9, National Labor Relations Board  
John Weld Peck Federal Building, Room 3003  
550 Main Street  
Cincinnati, Ohio 45202-3271