

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1 – SUBREGION 34**

TRI-CITY FIRE PROTECTION
SERVICES, LLC

and

ROAD SPRINKLER FITTERS LOCAL
UNION NO. 669, U.A., AFL-CIO

CASE No. 01-CA-222718

**MOTION TO TRANSFER PROCEEDING TO THE
BOARD AND FOR DEFAULT JUDGMENT**

Counsel for the General Counsel of the National Labor Relations Board, herein called the Board, files this Motion to Transfer Proceeding to the Board and for Default Judgment pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations and, in support of this Motion, states the following:

1(a). On June 25, 2018, Road Sprinkler Fitters Local Union No. 669, U. A., AFL-CIO, herein called the Union, filed the charge in Case No. 01-CA-222718, alleging that Tri-City Fire Protection Services, LLC, herein called Respondent, engaged in unfair labor practiced within the meaning of the Act. (Exhibit A). A copy of the charge was served upon Respondent by Facsimile transmission and regular mail on June 26, 2018 (Exhibit B).

(b). The first amended charge in Case No. 01-CA-222718 was filed by the Union on September 5, 2018 (Exhibit C) and a copy was served by facsimile transmission and regular mail on Respondent on September 10, 2018 (Exhibit D).

(c). The second amended charge in Case No. 01-CA-222718 was filed by the Union on September 20, 2018 (Exhibit E), and a copy was served by facsimile transmission and regular mail on Respondent on September 20, 2018 (Exhibit F).

2. On November 26 and 28, 2018, the parties entered into an informal Settlement Agreement settling all matters raised in the above-captioned cases. As part of that settlement, the Charging Party requested withdrawal of certain allegations alleged in Case 01-CA-222718. On December 6, 2018, the Acting Regional Director approved the withdrawal of those allegations (Exhibit G). On December 4, 2018, the Acting Regional Director for Region One approved the above-described informal Settlement Agreement (Exhibit H).

3. The Settlement Agreement contains the following provision:

PERFORMANCE — The Charged Party agrees that in case of non-compliance with the provisions of this Settlement Agreement that requires it to post the Notice, pay the amounts listed above to Michael Donovan and Christopher Dean, and, upon their unconditional offer to return to work to reinstate them to their former positions, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement described above. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true

and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party 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 Charged Party at the last address provided to the General Counsel.

4. A controversy having arisen as to Respondent's compliance with the terms of the Settlement Agreement, the Acting Regional Director conducted an investigation and determined that Respondent failed to comply with the Settlement Agreement with respect to Respondent's obligation to post the Notice to Employees and pay Michael Donovan and Christopher Dean backpay and interest as set forth in the informal Settlement Agreement. By email dated December 28, 2018, the now former counsel for Respondent was notified of Respondent's default and a demand for cure made (Exhibit I). By email dated February 4, 2019, David Fusco, owner of Respondent, was notified of Respondent's default and a demand for cure made (Exhibit J).

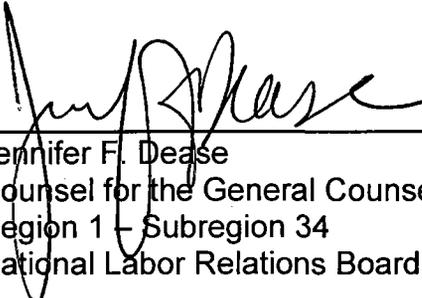
5. On April 3, 2019, the Acting Regional Director issued Complaint in Case No. 01-CA-222718 (Exhibit K).

6. Pursuant to the terms of the Settlement Agreement, the Respondent has waived the right to file an answer and agreed that the allegations of the Complaint may be deemed to be true by the Board. By the terms of the Settlement Agreement, the only issue which Respondent may raise with respect to this Motion is whether Respondent defaulted on the terms of the Settlement Agreement.

ACCORDINGLY, Counsel for the General Counsel respectfully
moves:

- A. That the Board transfer this proceeding to itself for decision;
- B. That all the allegations of the Complaint be deemed to be true;
- C. That the Respondent be found by the Board to have violated Section 8(a) (1) and (3) of the Act, as alleged in the Complaint, without the taking of evidence in support of these allegations;
- D. That an appropriate Remedial Order be issued to include, among other things, that Respondent be ordered to post a Notice to Employees and make Michael Donovan and Christopher Dean whole for any monetary losses suffered as a result of Respondent's unfair labor practices; and
- E. That this Motion be ruled upon as expeditiously as possible.

Dated at Hartford, Connecticut this 17th day of June, 2019.



Jennifer F. Dease
Counsel for the General Counsel
Region 1 – Subregion 34
National Labor Relations Board

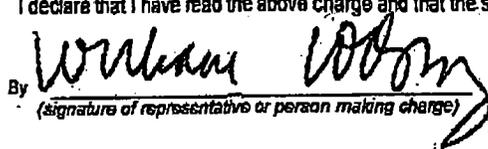
Attachments

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
01-CA-222718	6/25/18

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 Tri-City Fire Protection, LLC	b. Tel. No. 860-872-3473
	c. Cell No. 860-836-8194
	f. Fax No. 860-926-4346
d. Address (Street, city, state, and ZIP code) 40 Tolland Stage Road Unit 3 Tolland, CT 06084	e. Employer Representative David Fusco, Owner
	g. e-Mail tcfplic@aol.com
	h. Number of workers employed 10
i. Type of Establishment (factory, mine, wholesaler, etc.) Fire Protection Provider	j. Identify principal product or service Automatic Fire Protection
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) _____ 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) The Employer violated Section 8(a)(1) of the Act when it threatened and coerced its employees for engaging in protected Section 7 activity. The Employer further violated Section 8(a)(3) of the Act when it discriminatorily laid off two union-supporting employees after declining to voluntarily recognize the Union.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO	
4a. Address (Street and number, city, state, and ZIP code) 7050 Oakland Mills Road Suite 200 Columbia, MD 21046	4b. Tel. No. 410-381-4300
	4c. Cell No.
	4d. Fax No. 301-621-8045
	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) United Association of Journeymen and Apprentices of the Plumbing, Pipefitting and Sprinkler Fitting Industry	
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)	William W. Osborne, Jr., Counsel (Print/type name and title or office, if any)
4301 Connecticut Ave NW, Suite 140, Washington DC 20008	
6/22/2018 (date)	
Address	
Tel. No. 202-243-3200	
Office, if any, Cell No.	
Fax No. 202-243-3207	
e-Mail b.osborne@osbornelaw.com	

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 to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). These uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to process.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRI-CITY FIRE PROTECTION, LLC

Charged Party

and

**ROAD SPRINKLER FITTERS LOCAL UNION
NO. 669, U.A., AFL-CIO**

Charging Party

Case 01-CA-222718

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 26, 2018, I served the above-entitled document(s) by fax and post-paid regular mail upon the following persons, addressed to them at the following addresses:

David Fusco, Owner
Tri-City Fire Protection, LLC
40 Tolland Stage Road
Tolland, CT 06084

Kenneth R. Plumb, Esq.
Metzger Lazarek & Plumb
56 Arbor Street
Hartford, CT 06106

June 26, 2018

Date

Marcelina Cabrera, Designated Agent of
NLRB

Name

Marcelina Cabrera

Signature

Cabrera, Marcelina

From: SM-Nass
Sent: Tuesday, June 26, 2018 11:29 AM
To: Cabrera, Marcelina
Subject: [NASS] Scan-To-Fax Completed - mcabrera-20182826112817.PDF

Your document (mcabrera-20182826112817.PDF) has been successfully scanned and faxed to the following recipients (+18609264346;+18605495224)

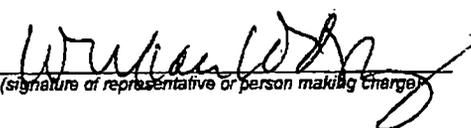
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Processed by NASS50.

DO NOT WRITE IN THIS SPACE	
Case 01-CA-222718	Date Filed 9/5/18

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 Tri-City Fire Protection, LLC	b. Tel. No. 860-872-3473
	c. Cell No. 860-836-8194
	f. Fax No. 860-926-4346
d. Address (Street, city, state, and ZIP code) 40 Tolland Stage Road Unit 3 Tolland, CT 06084	e. Employer Representative James Monica, Counsel
	g. e-Mail james@ateamlabor.com
	h. Number of workers employed 10
i. Type of Establishment (factory, mine, wholesaler, etc.) Fire Protection Provider	j. Identify principal product or service Automatic Fire Protection
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) _____ 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) The Employer violated Section 8(a)(1) of the Act when it threatened and coerced its employees for engaging in protected Section 7 activity. The Employer further violated Section 8(a)(3) of the Act when it discriminatorily reduced hours and constructively discharged two union-supporting employees after declining to voluntarily recognize the Union, and has continued this practice since the Union was selected as the bargaining agent.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO	
4a. Address (Street and number, city, state, and ZIP code) 7050 Oakland Mills Road Suite 200 Columbia, MD 21046	4b. Tel. No. 410-381-4300
	4c. Cell No.
	4d. Fax No. 301-621-8045
	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) United Association of Journeymen and Apprentices of the Plumbing, Pipefitting, and Sprinkler Fitting Industry	
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)	William W. Osborne, Jr., Counsel (Print/type name and title or office, if any)
Address 4301 Connecticut Ave NW, Suite 140, Washington, D.C. 20008	
9/4/2018 (date)	
Tel. No. 202-243-3200	
Office, if any, Cell No.	
Fax No. 202-243-3207	
e-Mail b.osborne@osbornelaw.com	

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

TRI-CITY FIRE PROTECTION, LLC

Charged Party

and

**LOCAL UNION 669, ROAD SPRINKLER
FITTERS, U.A., AFL-CIO**

Charging Party

Case 01-CA-222718

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 10, 2018, I served the above-entitled document(s) by fax and regular mail upon the following persons, addressed to them at the following addresses:

David Fusco, Owner
Tri-City Fire Protection, LLC
40 Tolland Stage Road
Tolland, CT 06084

James M. Monica, Esquire
American Labor Group LLC
12 Hillcrest Boulevard
Warren, NJ 07059-5116

September 10, 2018

Date

Marcelina Cabrera, Designated Agent of
NLRB

Name

Marcelina Cabrera

Signature

Cabrera, Marcelina

From: SM-Nass
Sent: Monday, September 10, 2018 11:03 AM
To: Cabrera, Marcelina
Subject: [NASS] Scan-To-Fax Completed - mcabrera-20180310110309.PDF

Your document (mcabrera-20180310110309.PDF) has been successfully scanned and faxed to the following recipients (+18609264346;+19085076869)

This document is 5 pages long, and was processed in 13.0 seconds (Processing time is calculated based on the time the NxGen Advanced Scanning System (NASS) begins processing the scanned document, to the time the document is faxed.)

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Processed by NASS50.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
SECOND AMENDED

DO NOT WRITE IN THIS SPACE	
Case 01-CA-222718	Date Filed 9/20/18

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 Tri-City Fire Protection, LLC	b. Tel. No. 860-872-3473
	c. Cell No. 860-838-8194
	f. Fax No. 860-926-4346
d. Address (Street, city, state, and ZIP code) 40 Tolland Stage Road Unit 3 Tolland, CT 06084	e. Employer Representative James Monica, Counsel
	g. e-Mail james@ateamlabor.com
	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Fire Protection Provider	j. Identify principal product or service Fire Protection
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 (1st 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) The Employer violated Section 8(a)(1) of the Act when it threatened and coerced its employees for engaging in protected Section 7 activity. The Employer further violated Section 8(a)(3) of the Act when it discriminatorily reduced hours and constructively discharged two union-supporting employees after declining to voluntarily recognize the Union, and has continued this practice since the Union was selected as the bargaining agent. The Employer has further violated Section 8 (a)(5) of the Act by refusing to meet and bargain in good faith with the designated bargaining representative of its employees. Section 10(j) relief is requested.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Road Sprinkler Fitters Local Union No. 669, A, AFL-CIO	
4a. Address (Street and number, city, state, and ZIP code) 7050 Oakland Mills Road Suite 200 Columbia, MD 21046	4b. Tel. No. 410-381-4300
	4c. Cell No.
	4d. Fax No. 301-621-8045
	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) United Association of Journeymen and Apprentices of the Plumbing, Pipefitting, and Sprinkler Fitting Industry	
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)	William W. Osborne, Jr., Counsel (Print type name and title or office, if any)
4301 Connecticut Ave NW, Suite 140, Washington, D.C. 20008 Address	
9/19/2018 (date)	
Tel. No. 202-243-3200	
Office, if any, Cell No.	
Fax No. 202-243-3207	
e-Mail b.osborne@osbornelaw.com	

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRI-CITY FIRE PROTECTION, LLC

Charged Party

and

**LOCAL UNION 669, ROAD SPRINKLER
FITTERS, U.A., AFL-CIO**

Charging Party

Case 01-CA-222718

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 20, 2018, I served the above-entitled document(s) by fax and regular mail upon the following persons, addressed to them at the following addresses:

David Fusco, Owner
Tri-City Fire Protection, LLC
40 Tolland Stage Road
Tolland, CT 06084

James M. Monica, Esquire
American Labor Group LLC
12 Hillcrest Boulevard
Warren, NJ 07059-5116

September 20, 2018

Date

Marcelina Cabrera, Designated Agent of
NLRB

Name

Marcelina Cabrera

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 34
450 Main St Ste 410
Hartford, CT 06103-3078

Agency Website: www.nlr.gov
Telephone: (860)240-3522
Fax: (860)240-3564

December 6, 2018

James M. Monica, Counsel
American Labor Group LLC
P.O. Box 4096
Warren, NJ 07059-5116

Re: Tri-City Fire Protection, LLC
Case 01-CA-222718

Dear Mr. Monica:

This is to advise that I have approved the withdrawal of the 8(a)(1)(5) allegation of the charge. The remaining allegations of the charge are being retained for further processing.

Very truly yours,

Michael C. Cass

Michael C. Cass
Officer in Charge

cc: David Fusco, Owner
Tri-City Fire Protection, LLC
40 Tolland Stage Road
Tolland, CT 06084

William W. Osborne, Attorney
Osborne Law Offices, P.C.
4301 Conn. Avenue, NW, Suite 140
Washington, DC 20008

Local Union 669, Road Sprinkler
Fitters, U.A., AFL-CIO
7050 Oakland Mills Rd., Suite 200
Columbia, MD 21046

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

TRI-CITY FIRE PROTECTION SERVICES, LLC

Case 01-CA-222718

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 places where notices to employees are customarily posted at its 40 Tolland Stage Road, Tolland, Connecticut facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. 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 at any time since June 15, 2018. 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.

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

BACKPAY --- Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. The Charged Party will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods.

Michael Donovan	---	\$2,160.00 plus \$38.00 interest
Christopher Dean	---	\$2,898.00 plus \$51.00 interest

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the

Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ JMM _____ No _____

Initials

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with the provisions of this Settlement Agreement that requires it to post the Notice, pay the amounts listed above to Michael Donovan and Christopher Dean, and, upon their unconditional offer to return to work to reinstate them to their former positions, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement described above. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party 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 Charged Party at the last address provided to the General Counsel.

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(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party			Charging Party		
Tri-City Fire Protection Services, LLC.			Road Sprinkler Fitters Local Union No. 669, U.A, AFL-CIO		
By:	Name and Title	Date	By:	Name and Title	Date
	/s/ James M. Monica	11/26/18		/s/ William W. Osborne, Jr.	11/28/18
Print Name and Title below			Print Name and Title below		
James M. Monica, Counsel for the Employer			William W. Osborne, Jr.		
Recommended By:		Date	Approved By:		Date
/s/ Jennifer F. Dease, Field Attorney		12/4/18	/s/ Paul J. Murphy		12/4/18
Jennifer F. Dease, Field Attorney			Acting Regional Director, Region 1		

Person, Elizabeth C.

From: Millar, Megan M.
Sent: Friday, December 28, 2018 2:06 PM
To: 'jim@americanlaborgroup.com'
Cc: 'tcfpllc@aol.com'; Gupton, Terri L.
Subject: 01-CA-222718 Tri-City Fire Protection, LLC
Attachments: 01-CA-222718 Tri-City Fire Protection Letter Soliciting Compliance.pdf

Importance: High

Pursuant to the Settlement Agreement in the above case, the backpay checks were due last week on December 20, 2018. The Certification of Compliance, Part 1 with accompanying documentation was due to be e-filed last week as well.

I have not received the checks or any e-filed documents.

In addition, the Certification of Compliance, Part 2 and its accompanying documentation is due next week by January 3, 2018.

Please let me know as soon as possible if the Employer intends to comply with the Settlement Agreement and when the Region can expect the payments and other required documentation. Note that under the Board's procedures, the Employer has 14 days to take steps to comply with the Agreement or the Region may issue Complaint and invoke the default language in the Settlement Agreement.

Thank you for your prompt attention to this.

Megan

Megan M. Millar, Compliance Officer
National Labor Relations Board
Region One – Boston/Hartford
Email: megan.millar@nrb.gov
Phone: 857-317-7816

[REDACTED]

Person, Elizabeth C.

From: Raimo, Dina
Sent: Monday, February 4, 2019 5:08 PM
To: 'tcfpllc@aol.com'
Cc: Millar, Megan M.
Subject: Non-Compliance with the Settlement Agreement
Attachments: 01-CA-222718 Tri-City Fire Protection, LLC

Importance: High

Tracking:	Recipient	Delivery
	'tcfpllc@aol.com'	
	Millar, Megan M.	Delivered: 2/4/2019 5:08 PM

Hello Mr. Fusco,

I am the Supervisor who oversees compliance with Settlement Agreements in Region 1 of the National Labor Relations Board. Compliance Officer Megan Millar has attempted to reach you regarding Tri-City's non-compliance with the Settlement Agreement which was approved by the Regional Director on December 6, 2018. However, you have failed to respond to her. To date, Tri-City has not complied with the Settlement, which requires Tri-City to make backpay payments to Michael Donovan and Christopher Dean and Post a Notice to Employees. The Compliance package was sent to you via US Mail and via fax.

On December 28, 2018, Compliance Officer Millar advised you via email that unless Tri-City complied with the Settlement Agreement within 14 days, the Region may invoke the default language in the Settlement Agreement. I have included a copy of this email and its attachment to this email for your reference.

We have been advised by Jim Monica that he is no longer representing Tri-City, so I am contacting you directly. I contacted the phone number for Tri-City but the Voice Mail box is full. Please be advised, that if you do not contact me by February 6, 2019, I will recommend to the Regional Director that the default provisions be invoked in the Settlement.

Dina Raimo Pelham
Supervisory Field Examiner
National Labor Relations Board, Subregion 34
A.A. Ribicoff Federal Building, 450 Main Street, Suite 410-
Hartford, CT 06103
(959) 200-7377 Phone

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1 – SUBREGION 34**

TRI-CITY FIRE PROTECTION SERVICES, LLC

and

ROAD SPRINKLER FITTERS LOCAL UNION
NO. 669, U.A., AFL-CIO

Case 01-CA-222718

COMPLAINT

This Complaint is based on a charge filed by Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO (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 Board's Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Tri-City Fire Protection Services, LLC (Respondent), has violated the Act as described below:

1(a) The charge in this proceeding was filed by the Union on June 25, 2018, and a copy was served by facsimile transmission and regular mail on Respondent on June 26, 2018.

(b) The first amended charge in this proceeding was filed by the Union on September 5, 2018, and a copy was served by facsimile transmission and regular mail on Respondent on September 10, 2018.

(c) The second amended charge in this proceeding was filed by the Union on September 20, 2018, and a copy was served by facsimile transmission and regular mail on Respondent on September 20, 2018.

2. At all material times, Respondent, a limited liability corporation with an office and place of business located in Tolland, Connecticut (its facility), has been engaged in providing service, inspection and installation of fire protection systems.

3. Annually, in conducting its business operations, Respondent purchases and receives at its facility goods valued in excess of \$50,000 directly from points outside the State of Connecticut.

4. 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.

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

6. At all material times, David Fusco was Respondent's Owner and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

7. At all material times, Alex Salony held the position of Respondent's Office Manager and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

8. About mid-June, Respondent, by Salony, at its facility, threatened employees that Respondent would close or operate under a different name if the employees selected the Union as their bargaining representative.

9. About July 9, 2018, Respondent, by Fusco, at a jobsite in Waterbury, Connecticut:

- (a) interrogated employees about how they were going to vote in an upcoming representation election;
- (b) promised employees benefits if they did not vote for the Union;
- (c) threatened employees that it would be futile to select the Union as their bargaining representative; and
- (d) threatened employees with closure of the facility if they selected the Union as their bargaining representative.

10. From about June 15, 2018 to August 3, 2018, Respondent reduced the work hours of its employees Michael Donovan and Christopher Dean.

11. Respondent engaged in the conduct described above in paragraph 10 because Donovan and Dean supported the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

12. By the conduct described above in paragraphs 8 and 9, Respondent has been interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

13. By the conduct described above in paragraphs 10 and 11, Respondent has been discriminating in regard to the hire or tenure or terms and conditions of

7 8 9
employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

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

NO HEARING OR ANSWER

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated: April 3, 2019



Paul J. Murphy, Acting Regional Director
Region 1 – Subregion 34
National Labor Relations Board

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 34

TRI-CITY FIRE PROTECTION, LLC

and

Case 01-CA-222718

LOCAL UNION 669, ROAD SPRINKLER
FITTERS, U.A., AFL-CIO

**AFFIDAVIT OF SERVICE OF: MOTION TO TRANSFER PROCEEDING TO THE BOARD
AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **June 17, 2019**, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

David Fusco, Owner
Tri-City Fire Protection, LLC
67 Meadowood Rd
Tolland, CT 06804

Local Union 669, Road Sprinkler
Fitters, U.A., AFL-CIO
7050 Oakland Mills Rd, Suite 200
Columbia, MD 21046

William W. Osborne Jr., Esq.
Lendon Alexander, Esquire
Osborne Law Offices, P.C.
4301 Connecticut Ave NW Ste 140
Washington, DC 20008-2304

June 17, 2019

Date

Elizabeth C. Person, Designated Agent of NLRB

Name

Elizabeth C. Person

Signature