

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

T-3 CONSTRUCTION LLC
Respondent

and

Case No. 16-CA-247162

**SOUTHWEST LABORERS DISTRICT COUNCIL
AND LABORERS LOCAL 154**

Charging Party

**COUNSEL FOR THE GENERAL COUNSEL'S MOTION TO TRANSFER
PROCEEDINGS TO THE BOARD AND MOTION FOR DEFAULT JUDGMENT**

Counsel for the General Counsel moves, pursuant to Sections 102.24(b) and 102.50 of the National Labor Relations Board's Rules and Regulations (Rules and Regulations) and based on the facts set forth below and the attached exhibits, to transfer proceedings to the National Labor Relations Board (the Board) and for default judgment in the above-styled and numbered cases.

In support of said Motions, Counsel for the General Counsel offers the following:

1.

(a) Southwest Laborers District Council and Laborers Local 154 (Charging Party) represents employees who work in the construction industry in eastern Texas.

(b) Respondent entered into a contract with the Charging Party, performed work in Collinsville, Texas, and employed members of the Charging Party in the performance of said work. A copy of the contract is attached as Exhibit 1.

(c) As reflected in Exhibit 1, and various public records,

(i) Respondent's corporate address is 6217 S. 91 Ave, Omaha, Nebraska, 68127

(ii) Tim Pulice is Respondent's Owner & Operator

(iii) Tim Pulice communicates from the email address Tim@T3NE.com

(d) Respondent no longer employs the Charging Party's members.

(e) To the knowledge of Counsel for the General Counsel, Respondent currently neither performs work nor maintains a physical presence in Texas.

2.

(a) The charge in this case was filed by the Charging Party on August 23, 2019, and a copy was served on Respondent by regular mail on August 26, 2019. Copies of the charge and service are attached as Exhibits 2(a) and 2(b), respectively.

(b) Respondent received the charges and was aware of the allegations as can be seen in email correspondence between a Board agent and Respondent's agent Tim Pulice. (Exhibit 3)

3.

(a) The Charge was deferred to the parties' grievance and arbitration mechanism by letter dated December 3, 2019. (Exhibit 4)

(b) Upon information that Respondent had failed to answer the grievance, Respondent was advised by correspondence dated February 3, 2020 (Exhibit 3), and February 11, 2020 (Exhibit 5), that failure to respond would result in the issuance of a Complaint and the abandonment of deferral as a defense. Respondent did not respond to the Region's correspondence and notify the Region as requested and did not respond to the Union.

4.

On March 2, 2020, the Regional Director of Region 16, pursuant to Section 102.15 of the Rules and Regulations, issued a Complaint and Notice of Hearing (Complaint), which was served on Respondent by certified mail on the same date. Pursuant to Sections 102.20 and 102.21 of the Rules and Regulations, the Complaint required that Respondent file an Answer on or before March 16, 2020, and stated that failure to do so would result in all allegations of the Complaint being deemed admitted pursuant to a Motion for Default Judgment. Copies of the Complaint and service thereof are attached as Exhibits 6(a) and 6(b), respectively. Respondent was reminded by email of the deadline on March 16, 2020 (Exhibit 7).

5.

On March 18, 2020, the Regional Director for Region 16 sent Respondent a letter reiterating that because Respondent had failed to file an Answer to the Complaint dated March 2, 2020, the General Counsel intended to file a Motion for Default Judgment with the Board if the Answer was not received by March 25, 2020. The letter, which was sent by regular mail and email, invited Respondent to contact Counsel for the General Counsel with any questions or concerns. See Exhibits 8(a)(the letter), 8(b)(proof of service), 8(c)(further evidence of service), and 8(d)(email service). On March 25, 2020, Counsel for the General Counsel emailed Respondent to inquire whether Respondent would file an Answer to the Complaint and Notice of Hearing that issued on March 2, 2020 (Exhibit 9). Respondent failed to respond in any fashion, including filing an Answer to the Complaint and Notice of Hearing.

6.

Based on Respondent's failure to file its Answer, Counsel for the General Counsel respectfully requests that the Board deem all the allegations in the Complaint to be true and issue an appropriate default judgment order. *See, JG Restaurant Ventures, LLC*, 365 NLRB No. 144 (2017) and *Maislin Transport*, 274 NLRB 529 (1985). Specifically, Counsel for the General Counsel moves that the Board:

- (1) Grant Counsel for the General Counsel's Motion to Transfer Proceedings to the Board and Motion for Default Judgment;
- (2) Find that all allegations made in the Complaint are true; and
- (3) Provide any additional relief as the Board may deem to be appropriate to effectuate the policies and purposes of the Act.

DATED in Fort Worth, Texas, this 15th day of May 2020.

Respectfully submitted,

/s/

**Linda M. Reeder
Counsel for the General Counsel
National Labor Relations Board
Region 16
Room 8A24, Federal Office Bldg.
819 Taylor Street
Fort Worth, TX 76102**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Counsel for the General Counsel's Motion to Transfer Proceedings to the Board and Motion for Default Judgment has been served this 15th day of May 2020 by electronic mail on the following:

Tim Pulice.
T-3 Construction LLC
6217 S. 91 Avenue
Omaha, Nebraska 68127
tim@t3ne.com

Eric H. Nelson, Esq.
3303 Main Street, Suite 303
Houston, Texas 77002-9321
ehnelson@swbell.net

Larry Jaramillo
Business Manager
Southwest Laborers District Council
and Laborers Local 154
1110 W. Pioneer Parkway, Suite 100
Arlington, Texas 76013
larry@liuna154.org

/s/

Linda M. Reeder
Counsel for the General Counsel
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6178

**INDEX OF EXHIBITS WITH MOTION FOR DEFAULT JUDGMENT
T-3 CONSTRUCTION LLC; 16-CA-247162**

Exhibit No.	Description	Date(s)
1	Contract between Respondent and Southwest Laborers District Council and Laborers Local 154	March 30, 2019
2(a)	Charge	August 23, 2019
2(b)	Docketing Letter and Service of Charge	August 26, 2019
3	Email correspondence between Board agent and Respondent's agent Tim Pulice	October 17, 2019; October 23, 2019; February 2, 2020
4	Deferral Letter	December 3, 2019
5	Letter from Regional Director to Tim Pulice, 7 Day Warning	February 11, 2019
6(a)	Complaint	March 2, 2020
6(b)	Service of Complaint	March 2, 2020
7	Email reminding Tim Pulice of the Answer deadline	March 16, 2020
8(a)	Regional Director's Letter Warning of Default Judgment	March 18, 2020
8(b)	Signed proof of Service and Receipt	March 21, 2020
8(c)	Electronic proof of Service and Receipt	March 21, 2020
8(d)	Email attaching copy of the letter	March 18, 2020
9	Email from Board agent to Tim Pulice regarding the deadline	March 16, 2020 March 25, 2020



**Southwest Laborers District Council Agreement
between
Southwest Laborers' District Council
And it's affiliated Local Unions in
Arkansas, Oklahoma and Texas**

&

T3 CONSTRUCTION LLC

Effective March 1, 2019 **to** April 30, 2020

EXHIBIT 1

**Southwest Laborers' District Council
Tri-State Agreement**

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**SOUTHWEST LABORERS DISTRICT COUNCIL
TRI-STATE AGREEMENT**

This Agreement is made by and between the Employer who has executed an acceptance of the terms of the provisions of this Agreement, hereinafter referred to as Employer and the Southwest Laborers' District Council (SWLDC), and it's affiliated Local Unions in Arkansas, Oklahoma and Texas, hereinafter referred to as "Union" or "SWLDC". The Union and the Employer collectively will hereinafter be referred to as the "Parties".

**ARTICLE 1
UNION RECOGNITION**

- 1.1 The Employer hereby recognizes and acknowledges the Union as the exclusive bargaining representative of all employers performing work covered by this Agreement with respect to wages, hours and other terms and conditions of employment.
- 1.2 The Union having requested recognition as a Section 9(a) representative of the employees covered by this agreement and having offered to demonstrate or having demonstrated through authorization cards that it has the support of the majority of the employees to serve as such representatives, the employer hereby recognizes the union as the Section 9(a) representative of the employees.
- 1.3 It is understood that the union does not, at this time, nor will they during the term of this Agreement claim jurisdiction over the following class of employees: guards, supervisors, and clerical workers, as defined by the National Labor Relations Act.

**ARTICLE 2
SCOPE & JURISDICTION**

- 2.1 This agreement covers the rate of pay and working conditions of all employees within Arkansas, Oklahoma and Texas of the Employer whom the Union may lawfully represent, engaged in any work which is recognized jurisdiction of the Laborers International Union of North America, its affiliates and/or work assigned by the Employer.
- 2.2 Nothing in the Agreement shall be construed that this is the only work jurisdiction the Laborers claim to be their jurisdiction. Due to the substantial scope of the Laborers' work jurisdiction, it is impossible to cover every aspect of the Laborers' work jurisdiction in this Agreement, including when new developments and techniques are introduced that could add other phases to the work jurisdiction.
- 2.3 The Employer shall, upon written request by the Union, make job assignments in writing on the Employer's official letterhead.

**ARTICLE 3
MANAGEMENT RIGHTS**

- 3.1 The Employer retains and shall exercise the full and exclusive authority and responsibility of the management of its operation, except as expressly limited by the terms of this Agreement. The Employer shall have the right to discharge for just cause.

**ARTICLE 4
UNION VISITATION AND JOB STEWARDS**

- 4.1 The Union may select one of its members who shall be recognized as Job Steward. The Steward shall perform his/her duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the union, but shall not abuse the privilege.
- 4.2 The Job Steward shall monitor the Employer's compliance with the Agreement and shall receive potential grievances from covered employees and attempt to resolve such matters amicably.
- 4.3 The Union shall provide the Employer with a list of authorized representatives of the Union who shall have access to the project(s)

**ARTICLE 5
PRE-JOB NOTIFICATION**

- 5.1 The Employer shall notify the union of any newly awarded projects and advise of any manpower projections, training needs or other specifics relevant to the project. The Parties must have signed and executed the appropriate Local Union Wage and Fringe Addendum prior to start of any project and/or before any manpower is provided by the Union.

**ARTICLE 6
SUBCONTRACTING**

- 6.1 Nothing in this Agreement shall limit the right of the Employer to select his subcontractor doing work within the trade jurisdiction of the Laborers.
- 6.2 The Employer shall notify the subcontractor of the provisions of this Agreement and request any subcontractor performing work within the scope of this Agreement to abide by same, providing no subcontractor shall be required to be signatory to this Agreement.

**ARTICLE 7
HIRING OF EMPLOYEES**

- 7.1 The Employer shall contact the Union for all "request for laborers". The request and referral of laborers shall be done in accordance with the non-discriminatory hiring hall rules adopted by the appropriate Local Union. No employee shall begin working until the Employer has received a written referral for that employee from the Union.
- 7.2 The Employer retains the right to reject any job applicant referred for just cause.
- 7.3 The Employer may request the person by name for referral, if the following criteria is met;
 - a. The person is registered on the Union's out-of-work list or has completed the appropriate Local Union application.
 - b. The employee has been dispatched to and worked for the employer within the last six (6) months or is a "key employee". The number and/or need of key employees will be by mutual agreement at the pre-job conference.
 - c. The Employer notifies the Union in writing that the employer wishes to employ that person.
 - d. Section 1 of this Article has been met.
- 7.4 After notification, if the Union is unable to fill a request for employees after forty-eight (48) hours, the Employer may employ workmen from any other available source to fill that particular order (request made on Weekends and Holidays are excluded). If employees are employed from other sources, the Employer will notify the Union within 24 hours of hiring such employees. It is agreed that any such employees must complete a registration form and be properly referred by the appropriate Local Union as soon as practicably possible.

**ARTICLE 8
FOREMAN**

8.1 If the Employer employs ten (10) or more laborers on a project, the Employer shall designate no less than one (1) "Laborer Foreman". The "Laborer Foreman" shall be a craft Laborer and at the Employers discretion, may or may not be a "working foreman". The Laborer Foreman shall be paid in accordance with Addendum A of this Agreement.

**ARTICLE 9
HOURS OF WORK AND OVERTIME**

9.1 Ten consecutive hours, except for one-half hour midway in each shift for meal period, shall constitute a regular workday. Forty hours of six consecutive days, Monday through Saturday inclusive, shall constitute a regular scheduled workweek. All work performed in excess of the ten (10) hour/day or forty (40) hours Monday through Saturday shall be paid one and one-half (1 ½) times the basic hourly rate.

9.2 The Employer agrees that it will not, without good and sufficient reason, vary the normal starting time of an employee on regular workdays during the workweek, Monday through Friday. The reasons for the change in starting time shall be discussed prior to the actual change with the Union and the Union shall have the right to grieve such a change if it feels the change is unreasonable.

9.3 The overtime rate of two (2) times the regular straight-time rate for the job being performed shall be paid for all hours or parts of hours in the following instances:
a. Sunday
b. Holidays (listed in Article 14)

9.4 Any work starting at the one and one-half times the basic hourly rate will remain at that rate until the end of the shift. Any work starting at two times the basic hourly rate will remain at that rate until the end of the shift.

9.5 No employee shall be disciplined or otherwise penalized for refusing to work overtime, providing his intention not to work overtime is clearly stated at the time the overtime work is offered to him. Employees accepting overtime work but not reporting shall be treated as any other absentee.

9.6 Employees reporting to their jobs but not put to work through no fault of their own shall receive two hours pay unless notified prior to reporting that their services are not required. (This rule shall not apply if the failure to put such employee to work is caused by something that the Company could not reasonable foresee in time to give such notice.)

9.7 Anyone working a shift beyond that of a normal day shift shall receive an additional \$1.00/hour differential pay.

**ARTICLE 10
WORK BREAKS**

10.1 All employees shall be given a paid 10-minute break as near as practicable midway through the first half of their shift and a 10-minute break as near as practicable midway through the second half of their shift during regular working hours and a paid 10-minute break every 2-hours after 10-hours worked in one day.

**ARTICLE 11
WAGES**

11.1 Wage rates shall be paid in accordance with the appropriate Local Union Wage and Fringe Addendum.

11.2 It is understood by both Parties that the wages established in the appropriate Local Union Wage and Fringe Addendum are a minimum wage rate. The Employer may pay higher rates of pay to employees in a non-discriminatory manner.

**ARTICLE 12
PER-DIEM / LOST TIME**

12.1 **Per-Diem** shall be negotiated on a job to job basis for jobsites located over 75 miles one way from the Local Union Office or laborers' home address, whichever is closest.

12.2 **Lost Time** - The employer agrees to pay an employee up to eight hours' time off at the employee's regular rate of pay once the employee has returned to work for lost time due to approved medical treatment or examination occurring during his/her normal work day. Provided such treatment examination is due to injury received on the job.

**ARTICLE 13
PAYDAY**

13.1 Payday shall be on a regular weekly schedule and the Employer shall hold not more than one week's pay back. In the event of a "lay off", the laborer shall be paid in full by quitting time of the calendar work week. If the laborer voluntarily terminates his/her employment, the Employer can make payment in full at the termination or on the next regular payday.

13.2 The employer shall furnish the employee at the time he is paid with a statement or detachable stub showing the hours worked, both straight and overtime, the straight time rate of pay, the gross wages, the amount of and purpose of each deduction and the net wages. Deductions, which may be combined under Federal regulation, may be shown as one deduction.

13.3 Employees shall be paid in United States currency via check or direct deposit and if the Employer's checks are written from an out of town bank, the Employer will make arrangement to cash payroll checks at a local bank at no cost to the employees.

**ARTICLE 14
HOLIDAYS**

14.1 The following holidays are recognized under this agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

14.2 When a holiday falls on a Saturday, the previous Friday will be observed. When holiday falls on a Sunday, the following Monday will be observed.

**ARTICLE 15
FRINGE BENEFITS**

15.1 The Employer shall pay into the fringe benefits listed on the appropriate Local Union Wage and Fringe Addendum for this agreement, including but not limited to Health and Welfare Fund, Pension Fund, Training Fund, and LECET Fund in the amounts set forth in such applicable Addendum.

- 15.2 It is agreed that such funds are established and administered in accordance with all laws and regulations pertaining to them and that the Agreement and Declaration of Trusts are a part of this Agreement as though included herein in their entirety. This provision shall be in effect for the life of this contract, unless otherwise agreed by the parties thereto. The Employer hereby agrees to be bound to the Agreements and Declaration of Trusts as indicated in the applicable Addendum A, including those establishing the Laborers National Pension Fund, Southwest Laborers' Health and Welfare Fund, Southwest Laborers Training Fund and the Regional LECET Fund and to the amendments make thereto and hereby accepts as it representation the Board of Trustee's as named in said Agreement as Employer Trustees, together with their successor selected in the manner prescribed by said agreements, as full and as completely as if the employer had signed the original Trust Agreements.
- 15.3 All fringe benefits are to be remitted on such forms as provided by the Union and/or the participating Trust Funds. Attached computer generated forms will be accepted after approval from the applicable Trust Funds.
- 15.4 Upon sixty (60) days written notice to the Employer, the Union can elect to defer monies from wages, fringe benefit funds and or any other monetary funds to other wages, fringe benefit funds and or any other monetary funds.
- 15.5 Funding Rehabilitation Plan - The Union and Employer, as Parties to this Collective Bargaining Agreement which provides for contributions to the Laborers' National Pension Fund. The Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("FRP"), dated July 1, 2017, to increase the funding of pension benefits over a period of years as required by federal law. The FRP is intended to improve the funding of pension benefits currently being earned as well as pension benefits previously earned. A copy the FRP has been provided to the Union and the Employer. The FRP, in accordance with the law, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the FRP. The Union and the Employer have agreed to adopt the FRP's Preferred Schedules.

It is hereby agreed by the Union and Employer as follows:

- 1) The Pensions Funds Funding Rehabilitation Plan shall be considered as part of the collective bargaining agreement, and shall supersede any inconsistent provision of the collective bargaining agreement.
- 2) The current hourly contribution rates to the Pension Fund (as specified in the current Collective Bargaining Agreement) shall be increased by 8.5% annually and paid per hour worked effective on the Collective Bargaining Agreement's anniversary date, but no later than January 1, 2019 (newly signed employer anniversary date is as per the effective dates of the CBA beginning the year they sign). On each anniversary of that effective date, for the term of the current collective bargaining agreement and the terms of successor agreements the contribution rate then in effect shall be increased by 8.5% until the FRP is completed or nullified by the trustee's. The FRP is effective for 10-years, effective beginning on the first payment or increase to the Pension Rate on or after July 1, 2017 and not later than January 1, 2019.
- 3) This FRP's Preferred Schedule shall be effective as of July 1, 2017 or upon the signing of this agreement, whichever comes first, and it shall remain in effect for the term of the current Collective Bargaining Agreement and for the terms of successor agreements until the contributing obligations described in the FRP are satisfied.

ARTICLE 16 CHECKOFF(S)

- 16.1 The Employer agrees that upon receipt of a signed authorization form from an employee it shall deduct from the wages due said employee and remit to the Union the amount necessary to cover his/her current monthly dues, initiation fees, Laborers' Political League (LPL) and arrearages and assessments properly authorized and remit same within twenty (20) days, to the Secretary-Treasurer of the appropriate Local Union, District Council or collection agency as indicated by the Union.

16.2 The Union agrees that in the event of any change in the Union's dues structure, it will notify the employer twenty (20) days prior to the first (1st) pay period of the following month.

16.3 In the event that the Union notified the Employer via certified mail advising the Employer of any failure to deduct and/or remit the authorized amount, the Employer agrees to immediately take action to correct such errors. If the Employer does not take such correctional action, the Union may immediately initiate Step III grievance procedures. It is agreed that the Arbitrator may award financial damages to the Union for such reasons.

ARTICLE 17 HEALTH AND SAFETY

17.1 In accordance with the Occupational Safety and Health Act and other applicable federal, state, county and city laws, the Employer shall have the responsibility to furnish all required personal protective equipment (excluding steel toed boots) and maintain employment that is free from recognized hazards. Raincoats, boots, overshoes and hard hats will be furnished by the Employer, and if they are not returned (except normal wear and tear), the Employer may deduct the cost of same from the employee's pay.

17.2 The Employer shall provide potable iced water and cups, proper toilet facilities, and shelter for protection from inclement weather when applicable.

17.3 No employee shall be subject to discipline because of his refusal to work on a machine, area or job that the employee believes in good faith constitutes a recognized hazard.

17.4 The Union's role in the Employer's safety and health program is solely advisory. Nothing in this Agreement will make the Union liable to the Employer, to any employee or to any other person for the health and safety of employees. The Employer will hold the Union harmless against any liability as a result of death, injury or illness of any employee or other person.

17.5 An employee who is injured or becomes ill while on the job must immediately report such injury or illness to his supervisor and the supervisor shall make a written report and provide a copy to the injured employee.

ARTICLE 18 STRIKE OR LOCKOUT

18.1 There will be no strikes or lockouts over disputes involving the interpretation or application of the expressed terms of this Agreement. Such disputes will be resolved through the grievance and arbitration procedures of the Agreement.

ARTICLE 19 NON-DISCRIMINATION

19.1 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, national origin, political belief, sex, age, disability or union affiliation.

ARTICLE 20 DRUG SCREENING

20.1 A drug and alcohol free workplace is in the best interest of all parties and implementation of drug and alcohol screening programs on all projects may be required to accomplish that objective. Such programs will be reviewed with the Union prior to implementation and shall include the use of accredited laboratories. These programs may vary in content depending on the owner requirements, project characteristics and city, state and federal statutes. The Union will be held harmless of any legal claims regarding the Employers drug screening.

**ARTICLE 21
DISPUTE RESOLUTION**

21.1 Definition

A dispute shall be defined as any controversy or dispute between the Parties to the Agreement or between the Employer and an employee. Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all grievances. Should a dispute arise, the aggrieved party shall use the following procedure as the sole means of settling such dispute.

Dispute Resolution Procedure

Any step of this dispute resolution procedure may be extended by mutual agreement of both parties in writing. The Union Business Manager or designee may act on behalf of the Steward or an employee at any step.

All disputes that may arise on any work covered by this Agreement must be filed within five (5) working days after the knowledge of the occurrence of events giving rise to the dispute, and shall be handled in the following manner:

Step I The aggrieved employee shall notify the onsite Steward or the immediate onsite supervisor of the dispute. It is understood that the onsite Steward shall have permission to phone the local Union Representative for guidance in any situation that may arise during working hours.

Step II A meeting between local Union Representative and Employer Representative will be conducted within five (5) days.

In the event an agreement is not reached in Step II procedures within ten (10) days, either party may appeal within ten (10) days to an impartial arbitrator, however, the dispute procedure may be waived by mutual agreement between both parties and the dispute shall be immediately referred to Arbitration in accordance with Step III of this Article.

Step III Within five (5) days after the dispute has been referred to Step IV the parties shall apply to the United States Mediation and Conciliation Service and/or the American Arbitration Association for the service of an Arbitrator in accordance with established rules of said services. The Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from or alter in any way such provision.

1. In arbitration proceedings, the expenses of the Impartial Arbitrator shall be shared by the aggrieved parties.
2. The findings of the Arbitrator shall be binding on both parties.

**ARTICLE 22
CLOSED SHOP SECURITY
Non Right-To-Work States or Federal Enclaves Only**

22.1 All employees shall on the eight (8th) day from the date of their employment, become and remain members of the Union and remain in good standing as a condition of continued employment. This provision shall be enforceable to the extent allowable by law.

22.2 For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he tenders his current dues and initiation fees uniformly required as a condition of membership.

22.3 An employee who has failed to maintain membership in good standing as required by this Article shall be given written notice of the amounts due, the period covered by the amounts, the basis of the computation and the fact that discharge will result if payment is not made within seven calendar days. If within seven calendar days following receipt of such written demand from the Union the employee has not tendered the required dues or initiation fee, then the

Employer shall discharge the employee upon written notification and request by the Union that the Employer do so as allowed by applicable law.

**ARTICLE 23
MISCELLANEOUS**

- 23.1 All employees will be treated with dignity and respect.
- 23.2 The Parties hereto, by mutual consent, may agree to modify the terms of this agreement on a project by project basis, to allow the Parties to be more competitive or address special circumstances. Such terms shall be agreed upon in writing and signed by both parties.
- 23.3 Additional provision or terms may be listed in subsequent Addendums of this Agreement and/or additional Memorandum of Understandings (MOU). Any MOU must be signed by both Parties.
- 23.4 The Union will provide the Employer with each of it's affiliate Local Union geographical coverage area, work jurisdiction and contact information.
- 23.5 This Agreement shall supersede any other District Council or Local Union Agreement.

**ARTICLE 24
SAVINGS CLAUSE**

- 24.1 It is not the intent of either party hereto to violate any laws or any ruling or regulations or governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

**ARTICLE 25
EFFECTIVE DATE, TERMINATION AND RENEWAL**

- 25.1 This Agreement shall become effective when signed by the Parties hereto and shall remain in full force and effect until termination is provided as prescribed below.
- 25.2 The provision of this Agreement shall continue in full force and effect until 04/30/2020 and thereafter from year-to-year unless terminated at the option of either Party after sixty (60) days' notice in writing to the other.
- 25.3 The Parties agree upon written notice, to the other party, within sixty (60) days prior to the expiration date of this Agreement, or any subsequent anniversary date, this Agreement may be reopened with respect to wages, hours and other terms and conditions of employment. The Parties agree to meet at least 30 after receipt of such notice and begin negotiations.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this as signed and dated below.

SOUTHWEST LABORERS DISTRICT COUNCIL ON BEHALF OF AFFILAITED TEXAS LOCAL UNIONS 154, 350, AND 1095.

By: Reno Hammond
Reno Hammond, Business Manager (SWLDC)

Date 3-30-19

11720 E 21st Street, Tulsa, OK 74129
Phone 918-585-1799
Fax 918-585-1797
E-mail swldc@swldc.org

FOR THE EMPLOYER

T3 CONSTRUCTION
Company Name

6217 S 91 Ave Owens NE 68127
Street Address Box/Suite# City State Zip

402-676-1345 Tim @ T3 NE.com
Phone Fax E-mail

Employer Tax ID Number

Tim Police Owner / operator
Name and Title of Authorized Person Signing Below (Printed)

[Signature]
Signature

3-30-19
Date

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 16-CA-247162	Date Filed 8/23/2019

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 T-3 Construction LLC (Collinsville, Texas project)	b. Tel. No. 402-676-1345
	c. Cell No.
d. Address (Street, city, state, and ZIP code) 6217 S. 91 Ave Omaha NE 68127	f. Fax No.
	e. Employer Representative Tim Pulice
	g. e-mail tim@t3ne.com
	h. Number of workers employed 18
i. Type of Establishment (factory, mine, wholesaler, etc.) construction	j. Identify principal product or service construction
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) (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 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) Since on or about March 25, 2019, and at all times thereafter, T-3 Construction, by its officers, agents, and representatives, has refused to bargain collectively with Laborers Local 154, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing to pay negotiated wages and fringe benefits; by refusing to meet and process grievance protesting failure to pay wages and fringe benefits and failure to respond to Union grievance regarding Collinsville Texas project	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Southwest Laborers District Council and Laborers Local 154	
4a. Address (Street and number, city, state, and ZIP code) 1110 W. Pioneer Parkway, Suite 100 Arlington TX 76013	4b. Tel. No. 817-792-3670
	4c. Cell No.
	4d. Fax No. 817-274-2250
	4e. e-mail larry@liuna154.org
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) Laborers International Union of North America	
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.	
 (signature of representative or person making charge)	Business Manager-Secretary-Treasurer (Print/type name and title or office, if any)
1110 West Pioneer Parkway, Suite 100 Address Arlington TX 76013	Tel. No. 817-792-3670
	Office, if any, Cell No.
	Fax No. 817-274-2250
	e-mail larry@liuna154.org
	Date August 23, 2019

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). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

EXHIBIT 2(A)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928



Download
NLRB
Mobile App

August 26, 2019

TIM PULICE
T-3 CONSTRUCTION LLC
6217 S. 91 AVE.
OMAHA, NE 68127

Re: T3 Construction LLC
Case 16-CA-247162

DEAR MR. PULICE:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney LINDA M. REEDER whose telephone number is (682)703-7234. If this Board agent is not available, you may contact Supervisory Field Attorney DAVID A. FOLEY whose telephone number is (682)703-7221.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

EXHIBIT 2(B)

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB

office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON
REGIONAL DIRECTOR

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Exhibit 2

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

16-CA-247162

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY** CORPORATION LLC LLP PARTNERSHIP SOLE PROPRIETORSHIP OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): CALENDAR YR 12 MONTHS or FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$ _____B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$ _____C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$ _____F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____H. **Gross Revenues** from all sales or performance of services (**Check the largest amount**):
 \$100,000 \$250,000 \$500,000 \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?** YES NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

T3 CONSTRUCTION LLC

Charged Party

and

**SOUTHWEST LABORERS DISTRICT
COUNCIL AND LABORERS LOCAL 154**

Charging Party

Case 16-CA-247162

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 26, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

TIM PULICE
T-3 CONSTRUCTION LLC
6217 S. 91 AVE.
OMAHA, NE 68127

August 26, 2019

Date

Ofelia Gonzalez, Designated Agent of NLRB

Name

/s/Ofelia Gonzalez

Signature

Foley, David A.

From: Reeder, Linda M.
Sent: Monday, February 3, 2020 3:15 PM
To: Tim Pulice
Subject: FW: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

After this charge was filed, the Regional Director deferred this charge to the grievance procedure. The Union has notified us that you have failed to cooperate in the procedure.

Please call me to discuss this matter. If I do not hear from you, I will be forced to recommend that the Region issue complaint and set a date for a hearing.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Wednesday, October 23, 2019 9:09 AM
To: Tim Pulice <tim@t3ne.com>
Subject: FW: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

Yesterday I called you and left a message asking you to return your Affidavit and to provide the documents the Union sent you and copies of your payroll records. You failed to do so.

Please be advised that I must have the above referenced documents by the close of business, **Friday, November 1, 2019**, or I may be forced to make my recommendation without the benefit of all of the evidence. As a result, the Region may issue a Complaint against T-3 because of your failure to provide the requested evidence.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney

National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Wednesday, October 23, 2019 8:20 AM
To: Tim Pulice <tim@t3ne.com>
Subject: RE: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Could you provide the documents by close of business, Friday, November 1?

From: Tim Pulice <tim@t3ne.com>
Sent: Wednesday, October 23, 2019 8:19 AM
To: Reeder, Linda M. <Linda.Reeder@nlrb.gov>
Subject: Re: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Prob the middle of next week.

Tim Pulice
Owner/Operator
T3 Construction LLC
402-676-1345
Local 512 Ironworkers
“We don’t go to the office, We build the office”

On Oct 23, 2019, at 8:17 AM, Reeder, Linda M. <Linda.Reeder@nlrb.gov> wrote:

When are you expected back?

From: Tim Pulice <tim@t3ne.com>
Sent: Wednesday, October 23, 2019 8:16 AM
To: Reeder, Linda M. <Linda.Reeder@nlrb.gov>
Subject: Re: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

I am out of state on a job. I will not be back until next week. I do not have a way to send this information until I’m back.

Tim Pulice
Owner/Operator
T3 Construction LLC
402-676-1345
Local 512 Ironworkers
“We don’t go to the office, We build the office”

On Oct 23, 2019, at 6:39 AM, Reeder, Linda M. <Linda.Reeder@nlrb.gov> wrote:

Dear Mr. Pulice:

Yesterday I called you and left a message asking you to return your Affidavit and to provide the documents the Union sent you and copies of your payroll records. You failed to do so.

Please be advised that I must have the above referenced documents by the close of business, **Monday, October 28**, or I may be forced to make my recommendation without the benefit of all of the evidence. As a result, the Region may issue a Complaint against T-3 because of your failure to provide the requested evidence.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Thursday, October 17, 2019 2:13 PM
To: tim@t3ne.com
Subject: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

I have attached your Affidavit. Please initial the bottom of each page and initial any corrections you make and then sign the Affidavit where indicated. After you have done so, please return the signed Affidavit to me by either email linda.reeder@nlrb.gov or by fax 817-978-2928.

Also, please send me copies of the payroll records for the Collinsville, Texas job, all documents sent to you by the Union and the sign in/sign out sheets that were used during the Collinsville job.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234

Fax: 817-978-2928

Email: linda.reeder@nlrb.gov

<AFF.16-CA-247162.T-3 Timothy Pulice.pdf>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

December 3, 2019

MR. ERIC H. NELSON, ATTORNEY
3303 MAIN STREET, SUITE 303
HOUSTON, TX 77002-9321

MR. TIM PULICE
6217 SOUTH 91 AVENUE
OMAHA, NE 68127

Re: T3 Construction, L.L.C.
Case No. 16-CA-247162

DEAR PARTIES:

The Region has investigated the charge filed against **T-3 Construction, L.L.C.** alleging it violated the National Labor Relations Act. As explained below, I have decided to defer further processing of the charge.

Decision to Defer: The investigation disclosed that the principal issues in this case are the subject of a grievance filed pursuant to the grievance/arbitration procedures established by the collective-bargaining agreement between the Employer and **Southwest Laborers District Council & Laborers, Local 154**. Accordingly, I have concluded that deferral of those issues to the grievance/arbitration process is warranted since it appears there is a substantial likelihood that this process will resolve the issues raised by the charge. See *Dubo Manufacturing Corporation*, 142 NLRB 431 (1963).

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time a party may present evidence and request resumed processing of the charge. In the event the dispute is not resolved by the parties within a reasonable amount of time, this office will review the case and may resume processing of the charge, which may result in the issuance of a Complaint and Notice of Hearing.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award or Settlement: If the grievance is arbitrated or settled, the Charging Party may ask the Board to review the arbitrator's award or settlement. The request must be in writing and addressed to me. If the request concerns an arbitrator's award, the request should analyze whether the arbitration process was fair and regular, whether the unfair labor practice allegations in the charge were considered by the arbitrator, and whether the award is consistent with the Act. Further guidance on this review is provided in *Spielberg*

EXHIBIT 4

Manufacturing Company, 112 NLRB 1080 (1955) and ***Olin Corp.***, 268 NLRB 573 (1984). If the request concerns a grievance settlement, see ***Alpha Beta***, 273 NLRB 1546 (1985). These Board decisions are available on our website, www.nlr.gov.

Change in Standards if Parties Agree to Submit Statutory Issue to Arbitrator: If during the processing of the grievance the parties agree to authorize the arbitrator to decide the statutory issue, please advise me in writing.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a prominent initial "T" and "W".

TIMOTHY L. WATSON
REGIONAL DIRECTOR

Enclosure

cc: MR. LARRY JARAMILLO,
BUSINESS MANAGER
SOUTHWEST LABORERS DISTRICT
COUNCIL & LABORERS, LOCAL 154
1110 WEST PIONEER PARKWAY,
SUITE 100
ARLINGTON, TX 76013

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
NOTICE TO ARBITRATOR

TO: _____
(Arbitrator)

(Address)

NLRB Case Number
16-CA-247162

NLRB Case Name: **T3 Construction, L.L.C.**

A determination has been made by the Regional Director of Region 16 of the National Labor Relations Board to administratively defer to arbitration the further processing of the NLRB charge in the above matter. Further, both parties to the NLRB case have agreed to proceed to arbitration before you in order to resolve the dispute underlying the NLRB charge.

So that the Regional Director can be promptly informed of the status of the arbitration, the undersigned hereby requests that a copy of the arbitration award be sent to Regional Director, Region 16, 819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6107 at the same time that it is sent to the parties in the arbitration.

(Name)

(Title)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor St Rm 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

Agent's Direct Dial: (682)703-7234

February 11, 2020

Via email @ tim@t3ne.com and Regular Mail

Tim Pulice
6217 S. 91 Ave.
Omaha, NE 68127

Re: T-3 Construction LLC
Case 16-CA-247162

Dear Mr. Pulice:

The charge in the above-captioned case alleges that on about March 25, 2019, T-3 Construction, LLC, (Employer) violated Section 8(a)(5) and (1) of the Act by refusing to bargain collectively with Laborers Local 154 (the Union), a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing to pay negotiated wages and fringe benefits; by refusing to meet and process a grievance protesting failure to pay wages and fringe benefits; and by failing to respond to a Union grievance regarding a Collinsville, Texas project. A copy of the charge is enclosed for your reference.

The charge was carefully considered by this office. Based on a full investigation and determination of the merits of this charge, I concluded that, absent settlement or deferral of the charge for arbitration, issuance of a complaint charging the Employer with violations of the National Labor Relations Act was warranted. However, because the Employer and the Union are parties to a collective bargaining agreement, by letter dated December 3, 2019, I deferred the charge to the grievance and arbitration procedures of the parties' collective bargaining agreement as a grievance underlying the dispute was pending. As part of the deferral process, the Employer is required to participate in the processing of the grievance, including responding to the Union's grievance. A copy of my December 3, 2019, letter is also enclosed for your reference.

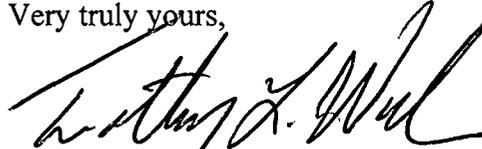
It has now come to my attention that the Employer has not met the deferral requirements and has not responded to the Union's grievance or the Union's request to mutually select an arbitrator. On Monday, February 3, 2020, a representative of this office e-mailed you, after not being able to leave you a message on your telephone because your mailbox was full, asking that you contact Field Attorney Linda Reeder to discuss the status of the grievance. The e-mail also advised you that if you failed to participate in the processing of the grievance, the Region would issue complaint. To date, you have failed to reply to the Region's request for a status of the grievance.

EXHIBIT 5

At this time, you are hereby given 7 days from the date of this letter, **February 18, 2020**, to notify this office, in writing, of the Employer's willingness to arbitrate the dispute underlying this charge, including the statutory issues. If the Employer is willing to arbitrate the grievance, please also include a copy of the Employer's response to the Union's request to select an arbitrator. If the Employer so notifies the Region and provides a copy of its response to the Union, deferral of the charge will continue.

If the Employer does not so notify this office, a Complaint and Notice of Hearing will issue on the instant charge, and this office will treat any subsequent expression by the Employer of its willingness to arbitrate as untimely. This office will, thereafter, treat the arbitration deferral defense as defective by reason of Employer's failure to assert its willingness to arbitrate in a timely fashion, and accordingly oppose any subsequent effort on the Employer's part to secure deferral on the basis of the Board's deferral policy.

Very truly yours,



Timothy L. Watson
Regional Director

Enclosures

cc: Eric H. Nelson
3303 Main Street, Suite 303
Houston, TX 77002-9321
ehnelson@swbell.net

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 16-CA-247162	Date Filed 8/23/2019

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 T-3 Construction LLC (Collinsville, Texas project)	
b. Tel. No. 402-676-1345	
c. Cell No.	
f. Fax No.	
d. Address (Street, city, state, and ZIP code) 6217 S. 91 Ave Omaha NE 68127	e. Employer Representative Tim Pulice
g. e-mail tim@t3ne.com	
h. Number of workers employed 18	
i. Type of Establishment (factory, mine, wholesaler, etc.) construction	j. Identify principal product or service construction
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) (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 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) Since on or about March 25, 2019, and at all times thereafter, T-3 Construction, by its officers, agents, and representatives, has refused to bargain collectively with Laborers Local 154, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing to pay negotiated wages and fringe benefits; by refusing to meet and process grievance protesting failure to pay wages and fringe benefits and failure to respond to Union grievance regarding Collinsville Texas project	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Southwest Laborers District Council and Laborers Local 154	
4a. Address (Street and number, city, state, and ZIP code) 1110 W. Pioneer Parkway, Suite 100 Arlington TX 76013	
4b. Tel. No. 817-792-3670	
4c. Cell No.	
4d. Fax No. 817-274-2250	
4e. e-mail larry@liuna154.org	
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) Laborers International Union of North America	
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.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>Larry Jaramillo</i> (signature of representative or person making charge)</p> </div> <div style="width: 45%;"> <p>Business Manager-Secretary-Treasurer (Print/type name and title or office, if any)</p> </div> </div>	
1110 West Pioneer Parkway, Suite 100 Address Arlington TX 76013	
Date August 23, 2019	
Tel. No. 817-792-3670	
Office, if any, Cell No.	
Fax No. 817-274-2250	
e-mail larry@liuna154.org	

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 GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928

December 3, 2019

MR. ERIC H. NELSON, ATTORNEY
3303 MAIN STREET, SUITE 303
HOUSTON, TX 77002-9321

MR. TIM PULICE
6217 SOUTH 91 AVENUE
OMAHA, NE 68127

Re: T3 Construction, L.L.C.
Case No. 16-CA-247162

DEAR PARTIES:

The Region has investigated the charge filed against **T-3 Construction, L.L.C.** alleging it violated the National Labor Relations Act. As explained below, I have decided to defer further processing of the charge.

Decision to Defer: The investigation disclosed that the principal issues in this case are the subject of a grievance filed pursuant to the grievance/arbitration procedures established by the collective-bargaining agreement between the Employer and **Southwest Laborers District Council & Laborers, Local 154**. Accordingly, I have concluded that deferral of those issues to the grievance/arbitration process is warranted since it appears there is a substantial likelihood that this process will resolve the issues raised by the charge. See *Dubo Manufacturing Corporation*, 142 NLRB 431 (1963).

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time a party may present evidence and request resumed processing of the charge. In the event the dispute is not resolved by the parties within a reasonable amount of time, this office will review the case and may resume processing of the charge, which may result in the issuance of a Complaint and Notice of Hearing.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award or Settlement: If the grievance is arbitrated or settled, the Charging Party may ask the Board to review the arbitrator's award or settlement. The request must be in writing and addressed to me. If the request concerns an arbitrator's award, the request should analyze whether the arbitration process was fair and regular, whether the unfair labor practice allegations in the charge were considered by the arbitrator, and whether the award is consistent with the Act. Further guidance on this review is provided in *Spielberg*

Manufacturing Company, 112 NLRB 1080 (1955) and *Olin Corp.*, 268 NLRB 573 (1984). If the request concerns a grievance settlement, see *Alpha Beta*, 273 NLRB 1546 (1985). These Board decisions are available on our website, www.nlr.gov.

Change in Standards if Parties Agree to Submit Statutory Issue to Arbitrator: If during the processing of the grievance the parties agree to authorize the arbitrator to decide the statutory issue, please advise me in writing.

Very truly yours,



TIMOTHY L. WATSON
REGIONAL DIRECTOR

Enclosure

cc: MR. LARRY JARAMILLO,
BUSINESS MANAGER
SOUTHWEST LABORERS DISTRICT
COUNCIL & LABORERS, LOCAL 154
1110 WEST PIONEER PARKWAY,
SUITE 100
ARLINGTON, TX 76013

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
NOTICE TO ARBITRATOR

TO: _____
(Arbitrator)

(Address)

NLRB Case Number
16-CA-247162

NLRB Case Name: **T3 Construction, L.L.C.**

A determination has been made by the Regional Director of Region 16 of the National Labor Relations Board to administratively defer to arbitration the further processing of the NLRB charge in the above matter. Further, both parties to the NLRB case have agreed to proceed to arbitration before you in order to resolve the dispute underlying the NLRB charge.

So that the Regional Director can be promptly informed of the status of the arbitration, the undersigned hereby requests that a copy of the arbitration award be sent to Regional Director, Region 16, 819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6107 at the same time that it is sent to the parties in the arbitration.

(Name)

(Title)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

T-3 CONSTRUCTION, LLC

and

Case 16-CA-247162

**SOUTHWEST LABORERS DISTRICT COUNCIL
AND LABORERS LOCAL UNION 154**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by the SOUTHWEST LABORERS DISTRICT COUNCIL AND LABORERS LOCAL UNION 154 (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 Board's Rules and Regulations, and alleges that T-3 CONSTRUCTION, LLC. (Respondent) has violated the Act as described below.

1.

The charge in the above case was filed by the Union on August 23, 2019, and a copy was served on Respondent by U.S. mail on August 26, 2019.

2.

At all material times, Respondent has been a Nevada limited liability corporation with an office in Omaha, Nebraska and a place of business in Collinsville, Texas, (Respondent's facility), and has been engaged in the business of commercial construction.

EXHIBIT 6(A)

3.

During the past calendar year, Respondent provided services valued in excess of \$50,000 in States other than the State of Nebraska.

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, Southwest Laborers District Council and Laborers Local 154 has been a labor organization within the meaning of Section 2(5) of the Act.

6.

At all material times, Timothy Pulice has been the owner of Respondent 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.

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

All laborers, skilled laborers, specialist laborers, industrial laborers, laborer foremen, and general foremen performing work covered by the Southwest Laborers' District Council Tri-State Agreement.

8.

(a) About March 30, 2019, Respondent, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement effective from March 1 through April 30, 2020, whereby it recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority status had ever been

established under Section 9(a) of the Act and agreed to continue the agreement in effect annually unless timely notice was given in accordance with the terms of Article 25 of the collective-bargaining agreement).

(b) From March 1, 2019 to April 30, 2020, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

9.

(a) Since about March 1, 2019, Respondent failed to make required payments to the Union's benefit funds as set forth in the Agreement.

(b) Since about April 9, 2019, Respondent failed to pay employees the appropriate wages as set forth in the Agreement.

(c) Since about April 9, 2019, Respondent failed to pay certain employees who performed work for Respondent.

(d) The subjects set forth in paragraphs 9(a) through (c) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs 9(a) through (c) without the Union's consent and without affording the Union the opportunity to bargain.

10.

By the conduct described above in paragraph 9, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

11.

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

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 March 16, 2020**. Respondent should also serve a copy of the answer on each of the other parties.

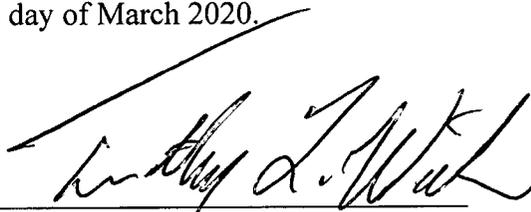
An answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. 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 **June 1, 2020, at 9:00 a.m. at the NLRB Hearing Room at the Fritz G. Lanham Federal Building, 819 Taylor St. Room 8A24, Fort Worth, Texas 76102**, 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 Fort Worth, Texas, this 2nd day of March 2020.



Timothy L. Watson
Regional Director
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 16-CA-247162

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

TIM PULICE
6217 S. 91 AVE.
OMAHA, NE 68127

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

LARRY JARAMILLO
BUSINESS MANAGER
SOUTHWEST LABORERS DISTRICT
COUNCIL AND LABORERS LOCAL 154
1110 W. PIONEER PARKWAY, SUITE 100
ARLINGTON, TX 76013

CERTIFIED MAIL

ERIC H. NELSON, ATTORNEY
3303 MAIN ST, STE 303
HOUSTON, TX 77002-9321

FIRST CLASS MAIL

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16

T3 CONSTRUCTION, LLC

and

Case 16-CA-247162

SOUTHWEST LABORERS DISTRICT COUNCIL
AND LABORERS LOCAL UNION 154

AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 2, 2020, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

TIM PULICE
6217 S. 91 AVE.
OMAHA, NE 68127

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

LARRY JARAMILLO
BUSINESS MANAGER
SOUTHWEST LABORERS DISTRICT
COUNCIL AND LABORERS LOCAL 154
1110 W. PIONEER PARKWAY, SUITE 100
ARLINGTON, TX 76013

CERTIFIED MAIL

ERIC H. NELSON, ATTORNEY
3303 MAIN ST, STE 303
HOUSTON, TX 77002-9321

FIRST CLASS MAIL

3/2/2020

Date

Kari Kolb, Designated Agent of NLRB

Name



Signature

EXHIBIT 6(B)

Foley, David A.

From: Reeder, Linda M.
Sent: Monday, March 16, 2020 9:45 AM
To: Tim Pulice
Subject: T-3 Construction, 16-CA-247162, Your Answer is due today

Importance: High

Dear Mr. Pulice:

As you are aware, the Region issued a Complaint and Notice of Hearing in this case. Your Answer to the Complaint is due today.

I must advise you that if you fail to file the Answer today, the Region will seek a Default Judgment against your company.

If you have any questions, please feel free to call me.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Monday, February 3, 2020 3:15 PM
To: Tim Pulice <tim@t3ne.com>
Subject: FW: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

After this charge was filed, the Regional Director deferred this charge to the grievance procedure. The Union has notified us that you have failed to cooperate in the procedure.

Please call me to discuss this matter. If I do not hear from you, I will be forced to recommend that the Region issue complaint and set a date for a hearing.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Wednesday, October 23, 2019 9:09 AM
To: Tim Pulice <tim@t3ne.com>
Subject: FW: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

Yesterday I called you and left a message asking you to return your Affidavit and to provide the documents the Union sent you and copies of your payroll records. You failed to do so.

Please be advised that I must have the above referenced documents by the close of business, **Friday, November 1, 2019**, or I may be forced to make my recommendation without the benefit of all of the evidence. As a result, the Region may issue a Complaint against T-3 because of your failure to provide the requested evidence.

Sincerely,

Linda M. Reeder
Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Wednesday, October 23, 2019 8:20 AM
To: Tim Pulice <tim@t3ne.com>
Subject: RE: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Could you provide the documents by close of business, Friday, November 1?

From: Tim Pulice <tim@t3ne.com>
Sent: Wednesday, October 23, 2019 8:19 AM
To: Reeder, Linda M. <Linda.Reeder@nlrb.gov>
Subject: Re: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Prob the middle of next week.

Tim Pulice
Owner/Operator
T3 Construction LLC
402-676-1345
Local 512 Ironworkers
“We don’t go to the office, We build the office”

On Oct 23, 2019, at 8:17 AM, Reeder, Linda M. <Linda.Reeder@nlrb.gov> wrote:

When are you expected back?

From: Tim Pulice <tim@t3ne.com>
Sent: Wednesday, October 23, 2019 8:16 AM
To: Reeder, Linda M. <Linda.Reeder@nlrb.gov>
Subject: Re: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

I am out of state on a job. I will not be back until next week. I do not have a way to send this information until I’m back.

Tim Pulice
Owner/Operator
T3 Construction LLC
402-676-1345
Local 512 Ironworkers
“We don’t go to the office, We build the office”

On Oct 23, 2019, at 6:39 AM, Reeder, Linda M. <Linda.Reeder@nlrb.gov> wrote:

Dear Mr. Pulice:

Yesterday I called you and left a message asking you to return your Affidavit and to provide the documents the Union sent you and copies of your payroll records. You failed to do so.

Please be advised that I must have the above referenced documents by the close of business, **Monday, October 28**, or I may be forced to make my recommendation without the benefit of all of the evidence. As a result, the Region may issue a Complaint against T-3 because of your failure to provide the requested evidence.

Sincerely,

Linda M. Reeder
Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234

Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

From: Reeder, Linda M.
Sent: Thursday, October 17, 2019 2:13 PM
To: tim@t3ne.com
Subject: T-3 Construction, LLC, 16-CA-247162, Your Affidavit

Dear Mr. Pulice:

I have attached your Affidavit. Please initial the bottom of each page and initial any corrections you make and then sign the Affidavit where indicated. After you have done so, please return the signed Affidavit to me by either email linda.reeder@nlrb.gov or by fax 817-978-2928.

Also, please send me copies of the payroll records for the Collinsville, Texas job, all documents sent to you by the Union and the sign in/sign out sheets that were used during the Collinsville job.

Sincerely,

Linda M. Reeder
Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlrb.gov

<AFF.16-CA-247162.T-3 Timothy Pulice.pdf>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor St Rm 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928

Agent's Direct Dial: (682)703-7234

March 18, 2020

VIA EMAIL tim@T3ne.com

Tim Pulice
6217 S. 91 Ave.
Omaha, NE 68127

Re: T3 Construction LLC
Case 16-CA-247162

Dear Mr. Pulice:

On March 2, 2020, the Regional Director issued a Complaint and Notice of Hearing in the above-referenced case. Pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent's (your) Answer was due March 16, 2020. On March 16, 2020, you were granted an extension until the end of the day March 17, 2020 to file the Answer. To date, the Region has failed to receive an Answer.

Based on the proceeding, Respondent will have until close of business, Wednesday, March 25, 2020, to file an Answer. Absent the filing of an Answer by this date, the Region will seek a default judgment in this matter.

If you have any questions in this matter, please do not hesitate to contact Senior Field Attorney Linda Reeder at (682) 703-7234.

Sincerely,

Timothy L. Watson
Regional Director
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102-6107

EXHIBIT 8(A)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Tim Pulce
6217 S. 91st Street
Omaha, NE 68127*



2. Article Number (Transfer from service label)
7002 0510 0004 4266 4937

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
X C19 RQ

B. Received by (Printed Name)
20

C. Date of Delivery
9-21

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt



USPS Tracking[®]

Tracking / FAQs >

Track Another Package +

Track Packages Anytime, Anywhere

Get the free Informed Delivery[®] feature to receive automated notifications on your packages [Learn More](#)

Tracking Number: 70020510000442664937

Remove X

Your item was delivered to an individual at the address at 3:26 pm on March 21, 2020 in OMAHA, NE 68127.

Status

Delivered

March 21, 2020 at 3:26 pm
Delivered, Left with Individual
OMAHA, NE 68127



Delivered

- Tracking History
- Product Information

EXHIBIT 8(C)

From: [Huckabay, Eileen](#)
To: tim@T3ne.com
Subject: T3 Construction LLC Case 16-CA-247162 7-Day Default Letter
Date: Wednesday, March 18, 2020 2:48:00 PM
Attachments: [PDFDoc.fa2ccdf7-4323-4484-9d99-4ebc4567336b.pdf](#)

EXHIBIT 8(D)

From: [Reeder, Linda M.](#)
To: tim@t3ne.com
Subject: FW: CPT.16-CA-247162.COMPLAINT AND NOTICE OF HEARING.docx.PDF
Date: Wednesday, March 25, 2020 8:17:00 AM
Attachments: [CPT.16-CA-247162.COMPLAINT AND NOTICE OF HEARING.docx.PDF](#)

Dear Mr. Pulice:

Your Answer to the Complaint and Notice of Hearing that issued on March 2, 2020 is due by the close of business today. Please advise whether you will file the Answer today.

Sincerely,

Linda M. Reeder

Linda M. Reeder
Attorney
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102
Phone: 682-703-7234
Fax: 817-978-2928
Email: linda.reeder@nlr.gov

From: Reeder, Linda M.
Sent: Monday, March 16, 2020 7:01 PM
To: Tim Pulice <tim@t3ne.com>
Subject: CPT.16-CA-247162.COMPLAINT AND NOTICE OF HEARING.docx.PDF

As we discussed, I have attached a copy of the Complaint and you have agreed to submit your written Answer to the Complaint.

When answering the Complaint, you need to either admit, deny or state that you have insufficient knowledge to respond to **each numbered paragraph in the Complaint**. If you answer a paragraph saying that you have insufficient knowledge, that statement will be considered a denial.

Effective January 1, 2020, all documents must be e-filed, and any documents not submitted by e-filing will not be accepted. Please see the links below if you need assistance with the e-filing process.

E-filing assistance resources: Please consult the following resources if you need assistance e-filing your documents. You may also e-mail e-filing@nlr.gov for support.

EXHIBIT 9

E-filing System User Guide

- [E-filing FAQ](#)
- [E-filing Video Tutorial](#)

Sincerely,

Linda M. Reeder

Linda M. Reeder

Attorney

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