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UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

WASHINGTON SPRINKLER, INC.

Respondent

U.S. COURT OF APPEALS FOR
DISTRICT OF COLUMBIA CIRCUIT

No. **OCT 06 2005**

Board Case **RECEIVED**

5-CA-31925
5-CA-32016

: **05-1394**

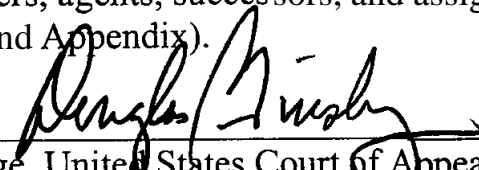
JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD


Before:

³
ORIGINAL
(M-10)

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Washington Sprinkler, Inc., its officers, agents, successors, and assigns, enforcing its order dated September 21, 2005, in Case Nos. 5-CA-31925 and 5-CA-32016, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Washington Sprinkler, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).


 Judge, United States Court of Appeals
 For the District of Columbia Circuit


 Judge, United States Court of Appeals
 For the District of Columbia Circuit


 Judge, United States Court of Appeals
 For the District of Columbia Circuit

UNITED STATES COURT OF APPEALS
 FOR DISTRICT OF COLUMBIA CIRCUIT

FILED **JAN 12 2006**

CLERK

NATIONAL LABOR RELATIONS BOARD

V.

WASHINGTON SPRINKLER, INC.

ORDER

The National Labor Relations Board orders that the Respondent, Washington Sprinkler, Inc., Washington, D.C., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize and bargain with Road Sprinkler Fitters Local Union 669, UA, AFL-CIO, as the limited exclusive collective-bargaining representative of the employees in the following appropriate unit:

All Journeymen Sprinkler Fitters and Apprentices in the employ of the Employer, who are engaged in all work as set forth in Article 18 of the collective-bargaining agreement.

(b) Failing to adhere to the terms and conditions of the 2000–2005 collective-bargaining agreement by, among other things, utilizing nonunion employees to perform work in the District of Columbia that is within the jurisdiction of the collective-bargaining agreement, and failing to make fund payments as required by the collective-bargaining agreement to the National Automatic Sprinkler Industry Welfare Fund; National Automatic Sprinkler Industry Pension Fund; National Automatic Sprinkler Industry Education Fund; NASI-Local 669 Industry Education Fund; and Supplemental Pension Fund.

(c) Failing and refusing to furnish the Union with information that is relevant and necessary to the performance of its duties as the exclusive bargaining representative of the unit.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) Recognize and, on request, bargain in good faith with the Union as the limited exclusive representative of the unit employees.
- (b) Comply with the terms and conditions of employment of the unit employees contained in the 2000–2005 collective-bargaining agreement.
- (c) Make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of its failure, since on or about January 19, 2004, to adhere to the provisions of the collective-bargaining agreement, including its failure to make the contractually-required fringe benefit fund contributions, with interest, as set forth in the remedy section of the Board's September 21, 2005 Supplemental Decision and Order.
- (d) Make all contractually-required contributions to the National Automatic Sprinkler Industry Welfare Fund; National Automatic Sprinkler Industry Pension Fund; National Automatic Sprinkler Industry Education Fund; NASI-Local 669 Industry Education Fund; and Supplemental Pension Fund that have not been made since about January 19, 2004, and reimburse unit employees for any expenses ensuing from its failure to make the required contributions, with interest, as set forth in the remedy section of the Board's September 21, 2005 Supplemental Decision and Order
- (e) Furnish the Union with the information it requested on February 27, 2004.
- (f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (g) Within 14 days after service by the Region, post at its facility in Washington, D.C., copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be

posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 19,2004.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to recognize and bargain with Road Sprinkler Fitters Local Union, 669, **UA**, AFL-CIO, as the limited exclusive collective-bargaining representative of the employees in the following appropriate unit:

All Journeymen Sprinkler Fitters and Apprentices in our employ, who are engaged in all work as set forth in Article 18 of the collective-bargaining agreement.

WE WILL NOT fail to adhere to the terms and conditions of the 2000-2005 collective-bargaining agreement by, among other things, utilizing nonunion employees to perform work in the District of Columbia that is within the jurisdiction of the collective-bargaining agreement, and failing to make fund payments as required by the collective-bargaining agreement to the National Automatic Sprinkler Industry Welfare Fund; National Automatic Sprinkler Industry Pension Fund; National Automatic Sprinkler Industry Education Fund; NASI-Local 669 Industry Education Fund; and Supplemental Pension Fund.

WE WILL NOT fail and refuse to furnish the Union with information that is relevant and necessary to the performance of its duties as the exclusive bargaining representative of the unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize and, on request, bargain in good faith with the Union as the limited exclusive representative of the unit employees.

WE WILL comply with the terms and conditions of employment of the unit employees contained in the 2000–2005 collective-bargaining agreement.

WE WILL make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of our failure, since on or about January 19,2004, to adhere to the provisions of the collective-bargaining agreement, including our failure to make the contractually-required fringe benefit fund contributions, with interest.

WE WILL make all contractually-required contributions to the National Automatic Sprinkler Industry Welfare Fund; National Automatic Sprinkler Industry Pension Fund; National Automatic Sprinkler Industry Education Fund; NASI-Local 669 Industry Education Fund; and Supplemental Pension Fund that have not been made since about January 19,2004, and reimburse unit employees for any expenses ensuing from our failure to make the required contributions, with interest.

WE WILL furnish the Union with the information it requested on February 27, 2004.

WASHINGTON SPRINKLER, INC.