



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
615 Chestnut St Ste 710
Philadelphia, PA 19106-4413

Agency Website: www.nlr.gov
Telephone: (215)597-7601
Fax: (215)597-7658



Download
NLRB
Mobile App

October 6, 2014

EDWARD CORYELL SR., PRESIDENT
METROPOLITAN REGIONAL COUNCIL
OF CARPENTERS
1803 SPRING GARDEN STREET
PHILADELPHIA, PA 19130-3916

Re: AJC Construction
Case 04-CA-137698

Dear Mr. Coryell:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Examiner DEVIN S. GROSH whose telephone number is (215)597-4310. If the agent is not available, you may contact Supervisory Attorney EMILY DESA whose telephone number is (215)597-7626.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

DENNIS P. WALSH
Regional Director

cc: MARC L. GELMAN, ESQUIRE
JENNINGS SIGMOND, P.C.
THE PENN MUTUAL TOWERS, 16 FLOOR
510 WALNUT STREET, 16TH FLOOR
PHILADELPHIA, PA 19106-3683

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
04-CA-137698	10/3/14

INSTRUCTIONS:

File an original of this charge 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 AJC Construction		b. Number of workers employed	
c. Address (street, city, state, ZIP code) 375 Horsham Rd., Ste. 101 Horsham, PA 19044		d. Employer Representative Antonio Coelho, President	e. Telephone No. 215-394-5785
			Fax No. 215-394-5816
f. Type of Establishment (factory, mine, wholesaler, etc.) Construction		g. Identify principal product or service Concrete-related services	
h. 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) <u>(3)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.			
2. Basis of Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
On or about August 21, 2014, the Employer's owners interrogated an employee-applicant, Casey Jones, about his union activities and informed him that it does not consider or hire union applicants. Moreover, on or about August 25, 2014, it, by its officers, agents and representatives, Employer retaliated against Casey Jones in retaliation for his membership in and his activities on behalf of the MRC by terminating his employment.			
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act			
3. Full name of party filing charge (if labor organization, give full name, including local name and number)			
Metropolitan Regional Council of Carpenters			
4a. Address (street and number, city, state, and ZIP code) 1803 Spring Garden Street Philadelphia, PA 19130		4b. Telephone No. (215) 569-1634	
		Fax No. (215) 569-0263	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Brotherhood of Carpenters and Joiners of 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.			
By <u>Marc L. Gelman</u> (signature of representative or person making charge)		Attorney _____ (title, if any)	
Address Jennings Sigmond Penn Mutual Towers 16 th Floor, 510 Walnut Street Philadelphia, PA 19106-3683		(215) 351-0623	10/2/14
		(Telephone No.)	(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

AJC Construction, Inc.

Case 04-CA-137698

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

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish and Portuguese. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the warehouse. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to him of the amount opposite his name. The Charged Party will make appropriate withholdings from the backpay check. No withholdings should be made from the interest portion of the backpay or from the excess tax liability check. The checks will be provided to the NLRB Region 5 no later than 14 days from approval of this agreement. The Charged Party will also file a report with the Social Security Administration allocating the payment to the appropriate time periods.

Backpay	\$4660.00
Interest	\$ 53.00
Excess Tax Liability	\$ 9.50
Total	\$4722.50

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

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

Yes _____ No _____

Initials

Initials

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

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on [date] in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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

Charged Party AJC CONSTRUCTION, INC.		Charging Party METROPOLITAN REGIONAL COUNSEL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA	
By: Name and Title	Date	By: Name and Title	Date
Recommended By:	Date	Approved By:	Date
RANDY M. GIRER, Field Attorney		Regional Director, Region 4	

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT ask job applicants about their union membership or support.

WE WILL NOT tell you that we do not hire union affiliated applicants.

WE WILL NOT fire employees because of their union membership or support.

_____ has waived his right to reinstatement to his former position. **WE WILL** pay _____ for the wages he lost because we fired him. **WE WILL** remove from our files all references to the discharge of _____ and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

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

AJC CONSTRUCTION, INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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

615 Chestnut St Ste 710
Philadelphia, PA 19106-4413

Telephone: (215)597-7601
Hours of Operation: 8:30 a.m. to 5 p.m.

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

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

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	AJC CONSTRUCTION 375 HORSHAM ROAD, STE 101, HORSHAM, PA 19044					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				2013
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address		ABC Manufacturing Co. 123 Main Street City, State, Zip				
Employer's EIN:		XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:		2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		