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B & B Fire Protection, Inc. and Road Sprinkler Fitters Local Union No. 669, U.A., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO. Case 5-CA-32503

January 23, 2006

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN
AND SCHAUMBER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by the Union on May 16, 2005, the Acting General Counsel issued the complaint on August 30, 2005, against B & B Fire Protection, Inc., the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the Act. The Respondent failed to file an answer.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On November 15, 2005, the Acting General Counsel filed with the Board a Motion for Default Judgment. On November 16, 2005, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was filed by September 13, 2005, all the allegations in the complaint would be considered admitted. Further, the undisputed allegations in the Motion for Default Judgment disclose that the Region, by letter dated September 21, 2005, advised the Respondent that unless an answer was received by October 5, 2005, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a Maryland corporation with an office and place of business in Washington, D.C., is engaged in the business of providing fire sprinkler systems to commercial and residential customers; and the design, fabrication, engineering, installation, and service of fire sprinkler systems in the Washington, D.C. metropolitan area.

During the 12-month period preceding issuance of the complaint, the Respondent, in conducting its business operations described above, performed services valued in excess of \$50,000 in states other than the State of Maryland.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that Road Sprinkler Fitters Local Union No. 669, U.A., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals, listed opposite the appropriate titles, have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Brock Bowman	-	Owner
Ed Brooks	-	Owner

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

All Journeymen Sprinkler Fitters and Apprentices in the employ of Respondent, who are engaged in all work as set forth in Article 18 of the Agreement.

The National Fire Sprinkler Association, Inc., has been an organization composed of employers engaged in the construction industry and exists for the purpose, among other things, of representing its employer-members in negotiating and administering collective-bargaining agreements.

On or about April 1, 2000, the Union entered into a collective-bargaining agreement with the National Fire Sprinkler Association, Inc., effective for the period April 1, 2000 to April 1, 2005.

On or about March 26, 2000, the Respondent, an employer engaged in the building and construction industry,

granted recognition to the Union as the exclusive collective-bargaining representative of the unit and, since that date, the Union has been recognized as the representative by the Respondent without regard to whether the majority status of the Union had ever been established under the provisions of Section 9(a) of the Act.¹

On or about August 26, 2004, the Union, by letter, requested that the Respondent furnish the Union with the following information:

- (1) All jobs worked by the Respondent from April 1, 2004, to the present, including job name and specific job location, and an indication whether the job was active, completed, or under contract.
- (2) A listing of all individuals employed by the Respondent on the jobs listed above, including their full name, job classification, hours worked, rate of pay, amount of benefits paid, and travel expenses or subsistence received (if any).

Further, on or about November 22, 2004, and February 15 and March 31, 2005, the Union renewed its request for the information described above.

The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the limited exclusive collective-bargaining representative of the unit.²

Since on or about November 22, 2004, the Respondent, by Edward Brooks and Brock Bowman, have failed and refused to furnish the Union with the requested information described above.

CONCLUSION OF LAW

By failing and refusing to furnish the Union with the information it requested in its letter dated August 26, 2004, with the exception of employees' social security numbers, the Respondent has failed and refused to bargain collectively and in good faith with the limited exclusive collective-bargaining representative of its unit employees, and has thereby engaged in unfair labor prac-

tices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(1) and (5) by failing and refusing to provide the Union with information that is relevant and necessary to its role as the limited exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested in its letter dated August 26, 2004, with the exception of social security numbers.

ORDER

The National Labor Relations Board orders that the Respondent, B & B Fire Protection, Inc., Washington, D.C., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to furnish Road Sprinkler Fitters Local Union No. 669, U.A., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO with information necessary for and relevant to the performance of its duties as the limited exclusive collective-bargaining representative of the employees in the following unit:

All Journeymen Sprinkler Fitters and Apprentices in the employ of Respondent, who are engaged in all work as set forth in Article 18 of the Agreement.

(b) 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) Furnish the Union with the information it requested in its letter dated August 26, 2004, with the exception of employees' social security numbers.

(b) Within 14 days after service by the Region, post at its facility in Washington, D.C., copies of the attached notice marked "Appendix."³ 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 main-

¹ The complaint alleges that the Respondent is a construction industry employer and that it granted recognition to the Union without regard to whether the Union had established majority status. Accordingly, we find that the relationship was entered into pursuant to Sec. 8(f) of the Act and that the Union is therefore the limited 9(a) representative of the unit employees for the period covered by the contract. See, e.g., *A.S.B. Cloture, Ltd.*, 313 NLRB 1012 (1994).

² The Union's August 26, 2004 letter also requested the social security numbers of the individuals employed on the jobs in question. The Board has held that social security numbers are not presumptively relevant. See *American Gem Sprinkler Co.*, 316 NLRB 102, 104 fn. 7 (1995). The complaint, however, does not allege that the Respondent was obligated to furnish the Union with employees' social security numbers.

³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

tained 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 November 22, 2004.

(c) 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.

Dated, Washington, D.C. January 23, 2006

Robert J. Battista, Chairman

Wilma B. Liebman, Member

Peter C. Schaumber, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY 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 fail and refuse to furnish Road Sprinkler Fitters Local Union No. 669, U.A., United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO with information necessary for and relevant to the performance of its duties as the limited exclusive collective-bargaining representative of the employees in the bargaining unit. The unit is:

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

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 furnish the Union with the information it requested by letter dated August 26, 2004, with the exception of employees' social security numbers.

B & B FIRE PROTECTION, INC.