

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

FIELDS FIRE PROTECTION, LLC

and

Case 04-CA-311903

SPRINKLER FITTERS LOCAL 692, UNITED  
ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED  
STATES AND CANADA, AFL-CIO

*Nicholas Allen, Esq.*,  
for the Acting General Counsel.  
*Lance Geren, Esq.* and  
*Daniel Keenan, Esq.*,  
for the Charging Party.

**DECISION**

**STATEMENT OF THE CASE**

**SUSANNAH MERRITT**, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania, on March 26, 2025. The Sprinkler Fitters Local 692, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (the Union or Charging Party) filed the initial charge on February 10, 2023, and the first amended charge on August 8, 2024. The Regional Director of Region 4 issued the complaint on September 27, 2024, and an amendment to the complaint on March 7, 2025. The complaint as amended alleges that Fields Fire Protection, LLC (Respondent) ceased abiding by the terms and conditions of employment contained in the parties' collective-bargaining agreement in violation of Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by: (1) failing and refusing to make contributions on behalf of unit employees to the Union's health and welfare, pension, and education funds; and (2) failing and refusing to remit checked-off dues of unit employees to the Union. (GC Exh. 1(e) and 1(j).)

Respondent filed an answer to the complaint denying the allegations on October 4, 2024. (GC Exh. 1(g).) Respondent failed to appear at the hearing and thus failed to present any evidence in support of the assertions made in its answer.<sup>1</sup>

The Counsel for the Acting General Counsel (hereafter General Counsel) filed a post-hearing brief in this case, which I have read and considered. The Respondent failed to file a post-hearing brief. Based on the brief and the entire record in this case,<sup>2</sup> including testimony of the witnesses, I make the following

## FINDINGS OF FACT

### I. JURISDICTION

The Respondent, a limited liability company, with an office and place of business in Sharon Hill, Pennsylvania, has been engaged in the installation of automatic sprinkler systems. Annually, the Respondent, in conducting its business operations, purchases and receives goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act. (GC Exh. 1(g).)

### II. ALLEGED UNFAIR LABOR PRACTICES

#### Background

On around November 21, 2016, Respondent, a sprinkler-installation contractor, entered into a “me too” agreement with the Union, whereby it agreed to be bound by a preexisting collective-bargaining agreement between the Union and National Fire Sprinkler Association, Inc. (NFSA), a multiemployer association (the NFSA CBA). The “me too” agreement consisted of a single article which incorporates the NFSA CBA by reference:

#### ARTICLE I

All of the Articles set forth in the AGREEMENT dated May 1, 2016 until April 30, 2019 between THE NATIONAL FIRE SPRINKLER ASSOCIATION OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA covering Rules, Wages, Hours, Regulations and Working Conditions of the SPRINKLER FITTERS AND APPRENTICES LOCAL UNION #692 of Philadelphia and Vicinity, shall be binding upon the COMPANY and the UNION; copies of the AGREEMENT are attached hereto and made part hereof. (GC Exh. 2(a).)

<sup>1</sup> Respondent also failed to comply with the subpoena duces tecum issued by the General Counsel on March 7, 2025. (Tr. at 75.)

<sup>2</sup> Abbreviations used in this decision are as follows: “Tr.” for transcript; “GC Exh.” for General Counsel’s Exhibit; and “GC Br.” for General Counsel’s brief.

The NFSA CBA was effective from May 1, 2016, through April 30, 2019. Article 2 of the NFSA CBA provides that all signatory contractors recognized the Union as the sole and “exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices” employed by signatories doing work within the Union’s jurisdiction (unit employees). Article 15 of the NFSA CBA defines the work within the Union’s jurisdiction to consist of “installation and maintenance of all fire protection and control systems.” (GC Exh. 2(b) at 15–16.) Article 23 of the NFSA CBA sets forth an evergreen provision for the agreement to automatically renew annually on May 1, absent either party submitting written notice of their intent to proceed otherwise:

### ARTICLE 23

**PROVISIONS FOR RENEWAL OF AGREEMENT:** It shall be provided that not less than Sixty (60) days prior to the termination of this Agreement, written notice may be given by either party requesting a conference to prepare for such alterations or amendments to this Agreement as may be necessary. Failing to give such written notice, this Agreement remains in full force from year to year until written notice of Sixty (60) days prior to May 1st is served. (GC Exh. 2(b) at 21.)

Although the Union and the NFSA opted to renegotiate successor agreements to the 2016–2019 NFSA CBA between themselves, neither the Union nor Respondent, ever invoked their right under Article 23 to give written notice preventing the renewal of their 2016 “me too” agreement, and the “me too” agreement, was the only contract negotiated between the parties. (Tr. at 17.)

The NFSA CBA obligates signatory contractors to remit lawfully checked-off dues to the Union and to make contributions on behalf of all covered employees to various benefit and education funds. Article 17 of the NFSA CBA requires each contractor to pay contributions for all hours worked by all employees to a health and welfare fund. It also provides that signatories must forward contributions “to the Welfare Fund office no later than the 15th of the month following the month when the moneys are due.” Contributions to the National Automatic Sprinkler Industry (NASI) Welfare Fund go to provide health and welfare related benefits to eligible employees, their dependents and beneficiaries. (GC Exh. 2(b) at 18; GC Exh. 3 at 1.)

Article 18 of the NFSA CBA requires contractors to make per-hour contributions for all hours worked by all unit employees to the NASI pension fund. These contributions are due to the Pension Fund office no later than the 15th of the month following the month when the payments are due and go to funding retirement benefits for employees. (GC Exh. 2(b) at 19.) Article 24 of the NFSA CBA requires similar contributions for all unit employees to the “Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund.” (GC Exh. 2(b) at 21–22.) This fund provides for additional retirement benefits for employees through a defined contribution plan. While Article 24 itself does not specify when payments must be submitted, it requires contractors to join and subscribe to the fund, which explicitly requires contractors to make payments and submit completed reporting forms by the 15th day following the end of each calendar month. (GC Exh. 5 at 22.)

The NFSA CBA also provides for contributions to two separate union education and training funds. Under Article 14 of the NFSA CBA, contractors must make a \$1 per hour

contribution for all hours worked by all covered employees to the “National Automatic Sprinkler Industry Apprentice and Training Fund” (NASI Training Fund). (GC Exh. 2(b) at 13.) These contributions go to support local unions’ apprenticeship programs. These funds are due on the 30th day following the end of each calendar month. (GC Exh. 6 at 12; Tr. at 24.)

The same article requires contractors to make an additional 10 cents per hour contribution for all hours worked by all covered employees to the United Association International Training Fund (UA International Training Fund), which provides funding for education and training for both journeymen and apprentices. These funds are due by the 15th day following the end of each calendar month. (GC Exh. 2(b) at 15; GC Exh. 7 at 6, 27.)

Finally, Article 26 of the NFSA CBA addresses dues check-off authorization and requires contractors to withhold 2.5 percent of the employees’ gross wages plus \$3.25 per hour for employees who sign checkoff authorization cards and remit these payments (along with appropriate forms) to the Local Union business office by the 15th of each month. (GC Exh. 2(b) at 23.)

### **Respondent Stops Paying Union Dues and Making Fund Contributions**

After signing the “me too” agreement, Respondent began remitting dues to the Union and making the contractually required contributions for each of the funds referenced above. (Tr. at 19–26.) Respondent continued remitting dues and making the appropriate fund contributions from 2016 through 2021. (Tr. at 27.) Although Respondent needed regular reminders to pay the funds and were frequently late in making payments, it always caught up on its contributions and dues remittance eventually. In around March 2022, however, when Union Business Manager Wayne Miller (Miller) contacted Respondent’s owner, William Fields (Fields), to remind him that he was about 2–3 months overdue on these payments, Fields told Miller that he was not going to pay the funds for three of the unit employees because he felt that those employees had done “shoddy” work, which had cost him money. Miller explained to Fields that he was obligated to provide payments for the dues as well as the funds for all of the employees and that the NFSA CBA provided no exception to that obligation. (Tr. at 29–31.)

Sometime after Miller’s conversation with Fields, Union Business Agent Donald Sweeten, Jr. (Sweeten) contacted Respondent’s vice president, Thomas Johnsen (Johnsen), who reportedly had taken over for Fields upon Fields’ retirement. Sweeten informed Johnsen that the Union was waiting for reports from Respondent showing unit employees’ hours worked. Sweeten explained that the Union needed those reports in order to calculate union dues. Johnsen told Miller that he would work on getting those reports submitted, which he did in May 2022. (Tr. at 54–55.) Eventually, in May 2022, Respondent submitted a check to the Union for dues remittances covering January 2022, and in October 2022, Respondent submitted a check to the Union covering February 2022 dues. (Tr. at 66–71; GC Exh. 15(a)-(b); GC Exh. 16(a)-(b).) Respondent failed to remit dues to the Union after the October 2022 payment, however.<sup>3</sup> (Tr. at 31–32, 71–72.) Respondent never provided the Union with written notice seeking to modify or

<sup>3</sup> Respondent did submit remittance reports for the months of May 2022–December 2022, in January 2023, and those reports show that Respondent employed between 4–7 unit employees throughout this period. (Tr. at 59–60; GC Exh. 12, GC Exh. 13.)

terminate the parties' collective bargaining agreement either ahead of May 1, 2022, or at any point after that. (Tr. at 17.)

### **Self-Pay Contributions**

The Union makes "self-pay" contributions to the NASI benefits office, when an employee is at risk of losing their coverage because an employer failed to make timely contributions to the benefit funds. The evidence shows that at least by June 2022, the Union began to make "self-pay" contributions to the NASI benefits funds on behalf of at least some of Respondent's unit employees, because of Respondent's continued failure to submit payments to the funds.<sup>4</sup> (GC Exh. 17; Tr. at 72-73.) When an employer makes a late payment on behalf of an employee whom the Union had covered through the self-pay process, the funds then reimburse the Union. The Union never received reimbursement for any self-pay contributions it made on behalf of Respondent's employees in 2022. (Tr. at 37-38.)

### **The Union Initiates an Unfair Labor Practice Strike**

On September 19, 2022, Miller sent a letter to Fields requesting that Respondent sign a signatory sheet adopting the new collective-bargaining agreement that had been negotiated between the Union and the NFSA which was effective from May 1, 2022, through April 30, 2025 (2022-2025 NFSA CBA). (GC Exh. 8.) Respondent never signed or returned the signature sheet.<sup>5</sup>

On February 13, 2023, Miller sent Respondent a letter, addressed to Johnsen explaining that the Union had filed a charge with the National Labor Relations Board and was initiating an unfair labor practice strike in response to Respondent's refusal to execute a collective-bargaining agreement, its repudiation of the NFSA CBA, its unilateral alteration of the collective-bargaining agreement, and "all other unlawful conduct." At that point the Union directed all unit members employed by Respondent to cease reporting to work with Respondent. Respondent has not made any further dues payments or fund contributions to the Union. (GC Exh. 9; Tr. at 40-42.)

### **Adverse Inference**

In its posthearing brief, the General Counsel requests that I draw an adverse inference based on Respondent's failure to comply with the subpoena duces tecum it served on Respondent. On March 7, 2025, the General Counsel issued Subpoena Duces Tecum #B-1-1NX380D to Respondent, addressed to the attention of Respondent's president, Kimberly Fields,

<sup>4</sup> Employees who receive coverage through self-pay contributions maintain their benefits generally but received higher deductibles and higher out of pocket expenses than employees covered by employer contributions. (Tr. at 37-38.)

<sup>5</sup> The General Counsel confirms that there is no allegation that Respondent was obligated to execute the 2022-2025 NFSA CBA. Although Miller's September 19, 2022 letter to Respondent asserted that the NASI Funds required Respondent to submit an executed copy of the most recent NFSA CBA in order to ensure that its contributions could be allocated appropriately, Respondent had made fund contributions without being a signatory to a current NFSA contract from at least May 1, 2019, to late 2021. (Tr. at 34.) There is no evidence that Respondent was ever prevented from making any contribution to any union fund because it had opted not to sign the 2022-2025 NFSA CBA.

or custodian of records. (GC Exh. 18.) The subpoena required Respondent to appear at the hearing in this matter on March 26, 2025, and produce, inter alia, the following documents:

7. Those payments made by Respondent to the Union during the period covered by the subpoena,<sup>6</sup> the date on which each such payment was made, the name and title of the individual who authorized or submitted the payment, and the reason for such payment.
8. Those showing payments or contributions made by Respondent to the NASI Funds during the period covered by the subpoena, the date on which each such payment was made, and the name and title of the individual who authorized or submitted each such payment. (GC Exh. 18 at 6-7.)

As set forth above, the Respondent failed to appear at hearing and failed to produce any of the documents requested in the subpoena.

The General Counsel requests that I infer that if produced, the documents requested would have corroborated the General Counsel's witnesses' testimony and confirm that Respondent made no dues remittance payments or fund contributions from at least August 10, 2022, the date alleged in the complaint, to the present. (GC Br. at 17.) Although I agree with the General Counsel that the uncontested evidence produced at hearing established that Respondent failed to remit checked-off dues of unit employees to the Union after August 10, 2022, I found the evidence regarding whether Respondent paid into the benefit funds after that date to be more speculative. As the subpoenaed documents would clearly show whether Respondent made the payments in question, I take an adverse inference that if the documents in response to subpoena paragraphs 7 and 8 had been produced, they would have confirmed that those payments were not made after August 10, 2022. See *Metro-West Ambulance Service*, 360 NLRB 1029, 1030 at fn. 13 (2014), citing *McAllister Towing & Transportation Co.*, 341 NLRB 394, 396 (2004) (adverse inference is permissible sanction to deal with subpoena noncompliance), *enfd.* 156 Fed.Appx. 386 (2d Cir. 2005); *Auto Workers v. NLRB*, 459 F.2d 1329, 1343 (D.C. Cir. 1972) (absent a valid reason for bypassing the adverse inference rule, "the inference should actually be drawn and its impact evaluated").

### III. DISCUSSION AND ANALYSIS

Under Section 8(f) of the Act, employers and unions in the construction industry are permitted to enter into collective-bargaining agreements before the unions have established their majority status. Parties entering into 8(f) agreements are bound to those contracts for their terms, but either party is free to repudiate the collective-bargaining relationship once the 8(f) contract expires. *Taylor Ridge Paving & Construction, Co.*, 365 NLRB 1839, 1840 (2017) (citing *John Deklewa & Sons*, 282 NLRB 1375, 1386 (1987), *enfd.* sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988), cert denied 488 U.S. 889 (1988)). Employers that are not members of a multi-employer association may also execute memoranda of understanding which bind them to agreements negotiated by the union and the association ("me-too" agreements). *GEM Mgmt.*

<sup>6</sup> Paragraph (f) of the subpoena's definitions and instructions provided that the "[p]eriod covered by this subpoena means the period from January 1, 2022 through the present." (GC Exh. 18 at 2.)

Co., 339 NLRB 489, 496 (2003), enfd. 107 Fed.Appx. 576 (6th Cir. 2004). In order to determine an employer's obligation under a "me-too" agreement, the Board will look to the actual terms of the separate agreement(s) referenced in the "me-too" document it signs. If those separate agreements have automatic renewal provisions, those renewal provisions will be given effect and bind the non-signatory "me-too" employer to the continuation of the agreements. See *Cedar Valley Corp.*, 302 NLRB 823, 823 (1991), enfd. 977 F.2d 1211 (8th Cir. 1992) (renewal provisions of multiemployer agreement will be given effect and bind the nonsignatory "me-too" employer).

Here, Respondent signed the "me too" agreement and agreed to be bound by the terms of the NFSA CBA, which included an evergreen provision providing for the agreement to automatically renew beginning May 1, 2019, and annually thereafter absent written notification from either of the parties of their intent to proceed otherwise. As there is no evidence that Respondent provided the Union with written notice of its intent to alter or repudiate the "me too" agreement 60 days prior to its renewal in May each year, Respondent remains bound by the terms of the NFSA CBA. *Cedar Valley Corp.*, 302 NLRB at 823.

The fact that the parties to the underlying NFSA CBA have renegotiated their initial agreement in the meantime, does not affect the "me too" agreement between Respondent and the Union here as the Board has recognized that termination and renegotiation of a multiemployer collective bargaining agreement does not preclude the effectiveness of an automatic renewal clause as to and independent "me too" agreement. *Fortney & Weygandt*, 298 NLRB 863, 864 (1990) (finding that the contractual relationship between the employer and the union was defined by both the "me too" agreement and the underlying agreement, as the employer was not a member of the multiemployer association and therefore had not delegated its bargaining authority to the association); *C.E.K Industrial Mechanical Contractors*, 295 NLRB 635 (1989) (when employer signed a "me too" agreement, it was bound to the automatic renewal clause of the original agreement, regardless of whether the multiemployer association and Union had renegotiated the original agreement after its expiration).

As set forth above, the General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to make contributions on behalf of unit employees to the Union's health and welfare, pension, and education funds as well as its failure to remit checked-off dues of unit employees to the Union, since August 2022.<sup>7</sup>

Board law is clear that an employer violates Section 8(a)(5) and (1) of the Act when it unilaterally modifies the parties' collective-bargaining agreement without first notifying and bargaining with its employees' exclusive bargaining representative. *Morelli Construction Co.*, 240 NLRB 1190 (1979). It is well established that refusing or failing to make contractually required fringe benefit contributions or dues remittances constitutes a violation of Section 8(a)(5) and (1) of the Act. *Anderson Excavating Co.*, 365 NLRB 640, 645 (2017); *Bebly Enterprises, Inc.*, 356 NLRB 328 (2010); *Farmingdale Iron Works*, 249 NLRB 98 (1980), enfd. mem. 661 F.2d 910 (2d Cir. 1981).

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<sup>7</sup> Complaint at par. 6(a).

The General Counsel has established that Respondent has failed to make the required contributions to the Union's health and welfare, pension, and education funds and has failed to remit union dues of the unit employees to the Union since at least August 2022. In light of all of the above, I find that Respondent violated Section 8(a)(5) and (1) of the Act, by failing and refusing to make the required payments and contributions since August 10, 2022.

### **Allegations are Not Time-Barred**

Respondent plead an affirmative defense that the claims set forth in the complaint were time-barred in its answer. (GC Exh. 1(g) at 3.) While it is undisputed that Respondent first failed to make required payments and contributions more than 6 months before the Union filed its charge in this case, the Board has found that in cases such as this one, where an employer refuses to pay for obligations under a collective bargaining agreement, each refusal to pay into the fund (or remit dues) is a separate, independent violation of the employer's bargaining obligation. Therefore, each refusal to pay within the Section 10(b) period is not time-barred, and the appropriate remedy requires that the employer make the payments owed during the Section 10(b) period. No adjustment need be made here as the complaint addresses only payments that were due starting on August 10, 2022, which is exactly 6 months prior to the date that the initial charge was filed on February 10, 2023. (GC Exh. 1(a)-(b).)

### **CONCLUSIONS OF LAW**

1. Since on or around August 10, 2022, Respondent ceased abiding by the terms and conditions of employment contained in the parties' collective-bargaining agreement by failing and refusing to make contributions on behalf of unit employees to the Union's health and welfare, pension, and education funds, in violation of Section 8(a)(5) and (1) of the Act.
2. Since on or around August 10, 2022, Respondent ceased abiding by the terms and conditions of employment contained in the parties' collective-bargaining agreement by failing and refusing to remit checked-off dues of unit employees to the Union in violation of Section 8(a)(5) and (1) of the Act.

### **REMEDY**

Respondent will be ordered to cease and desist from the foregoing or any like or related unlawful conduct and take other affirmative action consistent with the Board's standard remedies for such violations.

Specifically, the Respondent shall make all contractually-required contributions to fringe benefit funds that it has failed to make since August 10, 2022, including any additional amounts due the funds on behalf of the unit employees in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979). Further, the Respondent shall reimburse unit employees for any expenses ensuing from its failure to make the required contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), *enfd. mem.* 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183



NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, supra, plus daily compound interest as prescribed in *Kentucky River Medical Center*, supra.<sup>8</sup> In order to remedy the Respondent's failure to deduct employee union dues as required by the agreement, the Respondent must deduct and remit union dues pursuant to valid checkoff authorizations that have not been deducted since August 10, 2022, with interest as prescribed in *New Horizons*, supra, plus daily compound interest as prescribed in *Kentucky River Medical Center*, supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>9</sup>

### ORDER

The Respondent, Fields Fire Protection LLC, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain with the Union as the exclusive collective-bargaining representative of the employees in the bargaining unit by unilaterally ceasing to make contributions to the Union's health and welfare, pension, and education funds and by unilaterally ceasing to deduct and remit dues to the Union.

(b) In any manner interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act.

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

(a) Upon request of the Union, rescind the unilaterally implemented changes to unit employees' terms and conditions of employment.

(b) Make whole the Union for any loss of dues suffered as a result of Respondent's unlawful failure to comply with the collective-bargaining agreement.

(c) Make whole employees for its unlawful failure to make contributions to the NASI Welfare Fund, NASI Pension Fund, the United Association International Training Fund, and the NASI Apprentice and Training Fund, and make whole these benefit funds for losses suffered, in a manner set forth above, including paying any additional amounts applicable to such funds as set forth in *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).

<sup>8</sup> To the extent that the Union has made contributions to a benefit fund that have been accepted by the fund in lieu of the Respondent's delinquent contributions during the period of the delinquency, the Respondent will reimburse the Union, but the amount of such reimbursement will constitute a setoff to any amount that the Respondent otherwise owes the fund.

<sup>9</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(d) Make whole affected employees for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of Respondent's unlawful unilateral changes.

5 (e) Before implementing any changes in wages, hours, or other terms and conditions of employment of bargaining unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

10 All journeyman sprinkler fitters and apprentices in the employ of the Employer engaged in the installation and maintenance of all fire protection and fire control systems.

15 (f) Within 14 days after service by the Region, post at its facility in Sharon Hill, Pennsylvania, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, 20 notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In addition, within 14 days after service by the Region, the 25 Respondent shall duplicate and mail, at its own expense, a copy of the notice to all employees employed by the Respondent at any time since August 10, 2022.

30 (g) Within 21 days after service by the Region, file with the Regional Director for Region 4 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., May 20, 2025

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Susannah Merritt  
Administrative Law Judge

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## APPENDIX

### THE NATIONAL LABOR RELATIONS ACT 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** interfere with, restrain, or coerce you in the exercise of the above rights.

Sprinkler Fitters Local 692, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (the Union) is the exclusive collective-bargaining representative in dealing with us regarding wages, hours, and other working conditions of our employees in the following unit (the unit):

All journeyman sprinkler fitters and apprentices engaged in the installation and maintenance of all fire protection and fire control systems.

**WE WILL NOT** fail and refuse to bargain with the Union as the exclusive collective-bargaining representative of the employees in the unit by unilaterally ceasing to make contributions to the Union's health and welfare, pension, and education funds and by unilaterally ceasing to deduct and remit dues to the Union.

**WE WILL NOT** in any other manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

**WE WILL**, upon request of the Union, rescind the unilaterally implemented changes to unit employees' terms and conditions of employment.

**WE WILL** make the Union whole for any loss of dues which we unlawfully failed to remit.

**WE WILL** make all unit employees whole to the extent they have suffered any loss as a result of our unlawful failure to make contributions to the Union's health and welfare, pension, and education funds.

**WE WILL** make employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of our unlawful conduct, with interest.

**WE WILL**, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the unit.

**FIELDS FIRE PROTECTION, LLC**

(Respondent)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov)

Wanamaker Building, 100 Penn Square, East, Suite 400, Philadelphia, PA 19007  
(215) 597-7601 Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at [www.nlr.gov/case/04-CA-211903](http://www.nlr.gov/case/04-CA-211903) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**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 (215) 597-5354.