

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

OLD CASTLE BUILDING ENVELOPE, INC.

and

**Cases 16-CA-027988
16-CA-066100**

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO**

DECISION AND ORDER

Statement of the Cases

On July 12, 2012, Old Castle Building Envelope, Inc. (the Respondent),¹ United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

The Respondent is a corporation with an office and place of business in Terrell, Texas, where it is engaged in the manufacture and sale of architectural framing systems

¹ The Formal Settlement Stipulation states that "[f]or purposes of this settlement agreement, the term 'Respondent' shall refer to and include only the Old Castle Building Envelope, Inc. Terrell, Texas facility."

for office buildings, office campuses, medical buildings, and other retail and commercial complexes.

In conducting its business operations at the Terrell facility during the one-year period ending December 31, 2011, the Respondent purchased and received goods valued in excess of \$50,000 directly from points outside the State of Texas.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, Old Castle Building Envelope, Inc., Terrell, Texas, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Promulgating and maintaining an overly broad rule that unlawfully limits employees' access to the Respondent's property.

(b) Promulgating and maintaining an overly broad rule that unlawfully limits employees' distribution of literature on the Respondent's property.

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

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

(a) Read the notice to the employees at its Terrell, Texas facility during worktime.

(b) Rescind the unlawful access and distribution rules and notify employees at its Terrell, Texas facility in writing that they have done so.

(c) Within 14 days of service by the Region, post at its Terrell, Texas facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 16, 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. The Respondent will take reasonable steps 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 April 20, 2011.

(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., July 19, 2012

Mark Gaston Pearce, Chairman

Brian E. Hayes, Member

Richard F. Griffin, Jr., Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with employers 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 interfere with these rights.

WE WILL NOT remove union literature from employee break areas.

WE WILL NOT create or maintain overly broad rules that unlawfully limit employees' access to the Company's premises.

WE WILL NOT create or maintain overly broad rules that unlawfully limit employees' distribution of literature on the Company's premises.

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

WE WILL permit employees to leave union literature in employee break areas and other non-working areas of our premises.

WE WILL rescind the overly broad rule that unlawfully limits non-working employees' presence on the Company's premises.

WE WILL rescind the overly broad rule that unlawfully limits employees' distribution of literature on the Company's premises in nonworking areas during nonworking time.

All of our employees are free to become or remain, or to refrain from becoming or remaining, members of the United Steelworkers Union, or any other labor organization.

OLD CASTLE BUILDING ENVELOPE, INC.