Triple C Maintenance, Inc. *and* International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 64. Case 17–CA–19243

October 30, 1998

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

On May 6, 1998, Administrative Law Judge Mary Miller Cracraft issued the attached decision. The Respondent filed exceptions and a supporting brief.

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

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order as modified.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Triple C Maintenance, Inc., Sapulpa, Oklahoma, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Insert the following as paragraphs 2(c) and (d) and reletter the remaining paragraphs accordingly.

"(c) Remit the delinquent fringe benefit fund contributions, including any additional amounts due the funds, in the manner set forth in the remedy section of the judge's decision.

"(d) Remit to the Union the union dues that should have been deducted from the employees' wages, with interest computed in the manner set forth in the remedy section of the judge's decision."

Richard C. Auslander, Esq., for the General Counsel.
Stephen L. Andrew, Esq., for the Respondent.
Jim Perkin, Business Manager, for the Charging Party.

[1] The judge found that the Respondent entered into a relationship with the Union in June 1993, which relationship was based on Sec. 9(a) of the Act. We agree with the judge's analysis of the recognition clause of the collective-bargaining agreement. That is, the clause recites, inter alia, that the Union has shown majority status. In agreement with the judge, Members Fox and Liebman find that the Respondent is not free to attack the agreement on the basis of a claim of lack of majority after more than 6 months had elapsed. *Casale Industries*, 311 NLRB 951 (1993); *North Bros. Ford,* 220 NLRB 1021 and fn. 5 (1975). Member Hurtgen notes that the Respondent employed no employees in June 1993 when it entered this relationship, and that the Respondent, therefore could not have entered into a 9(a) relationship at that time. On and after September 1993, however, the Respondent did employ statutory employees. Member Hurtgen would therefore find that when the Respondent entered into a new agreement with the Union in 1994, which contained the same recognition clause, it recognized the Union as the exclusive representative of its employees based on Sec. 9(a).

[2] We shall modify the judge's recommended Order to conform to the remedy section of her decision. No change is necessary in the judge's notice.

DECISION

STATEMENT OF THE CASE

MARY MILLER CRACRAFT, Administrative Law Judge. This case was tried in Tulsa, Oklahoma, on January 8, 1998. The charge was filed by International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 64 (the Union) on June 20, 1997, and the complaint was issued October 2, 1997. The complaint alleges that Triple C Maintenance, Inc. (Respondent) violated Section 8(a)(1) and (5)[1] of the Act.

All parties were afforded full opportunity to appear, to introduce relevant evidence, to examine and cross-examine witnesses, and to argue the merits of their respective positions. On the entire record, including my observation of the demeanor of the witnesses,[2] and after considering the briefs filed by counsel for the General Counsel and for Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION AND LABOR ORGANIZATION STATUS

Respondent, an Oklahoma corporation, with offices and a place of business in Sapulpa, Oklahoma, is engaged in installation of insulation products in the greater Tulsa, Oklahoma, geographic area. 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.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Issues

The complaint alleges Respondent's violation of Section 8(a)(1) and (5) in three respects: (1) failing to adhere to the terms of the Union's 1996–1997 collective-bargaining agreement, (2) notifying the Union that it would neither sign the 1996–1997 contract nor negotiate with the Union for a future agreement, and (3) withdrawing recognition from the Union. Respondent defends these allegations asserting that its recognition of the Union in 1993 was governed by Section 8(f)[3] of the Act and it was therefore privileged to repudiate its relationship with the Union at the time of contract expiration in 1997. Counsel for the General Counsel argues that recognition was

[1] Sec. 8(a)(1) provides in relevant part that an employer commits an unfair labor practice by interfering with, restraining, or coercing employees in the exercise of the right to bargain collectively through representatives of their own choosing. Sec. 8(a)(5) provides in relevant part that an employer commits an unfair labor practice by refusing to bargain collectively with the representatives of his employees who have been designated or selected by a majority of employees in a unit appropriate for collective bargaining.

[2] Credibility resolutions have been made based on a review of the entire record and all exhibits in this proceeding. Witness demeanor and inherent probability of the testimony have been utilized to assess credibility. Testimony contrary to my findings has been discredited on some occasions because it was in conflict with credited testimony or documents or because it was inherently incredible and unworthy of belief.

[3] Sec. 8(f) governs collective-bargaining agreements in the construction industry and, in general, allows employers engaged primarily in that industry to enter into collective-bargaining agreements even though a majority of their employees in an appropriate unit have not designated or selected the labor organization to act as their exclusive collective-bargaining representative.

based on Section 9(a)[4] of the Act, and additionally avers that Respondent's Section 8(f) defense is barred by Section 10(b)[5] of the Act.

B. Facts

Respondent began business in May 1993 performing insulation installation, surface cleaning, architectural modifications, and demolition. Lori Cline is the owner of Respondent. She and her father-in-law are president and vice president, respectively.

Master Insulators Association of Tulsa (the Association) is an organization of employers engaged in the construction industry. One of its purposes is representing its employer members in negotiating and administering collective-bargaining agreements. The Union has negotiated with the Association for more than 20 years. Respondent has never been an employer member of the Association.

Respondent initially signed a contract with the Union effective June 17 to July 15, 1993. This contract was patterned on the Association contract which was effective from July 16, 1990, until July 15, 1993, with one significant change: the recognition clause stated that Respondent recognized the Union as the sole and exclusive representative of all mechanics and apprentices employed by the Respondent, acknowledged that these employees were an appropriate unit pursuant to Section 9(a) of the Act, and further acknowledged that recognition was based on a clear showing of majority support.[6] There is no dispute that the 1990–1993 Association contract was based on recognition of the Union pursuant to Section 8(f).

Jim Perkin, business manager of the Union, spoke with Lori Cline and Chester Cline at the time the June 17 to July 15, 1993 collective-bargaining agreement was executed with Respondent. According to Perkin, he told them that a majority of their employees wished to be represented by the Union and that by signing the agreement, Respondent acknowledged the Union's majority status and that Respondent would be obligated to negotiate with the Union as the majority representative of those employees.[7] Perkin explained that he specifically based Respondent's recognition of the Union on Section 9(a) of the Act because Carlton Cline, who was also present when the 1993 contract was executed and was the only employee of Respondent at that time, had executed an authorization card.[8]

Perkin was in the process of obtaining recognition cards from employees of all employer members of the Association in order to convert those relationships from 8(f) relationships to 9(a) relationships. On July 2, 1993, Perkin filed a petition to represent all insulation installers employed by the employer members of the Association. At a later time, according to Perkin, the Association granted the Union 9(a) recognition and he withdrew the representation petition. Thereafter, the Union and the Association entered into successive collective-bargaining agreements for 1-year periods. The Association contract effective from July 16, 1993, to July 15, 1994, specifically stated that each employer member of the Association recognized the Union as the exclusive representative of its unit employees, acknowledged that the unit was appropriate for bargaining within the meaning of Section 9(a) of the Act, and that recognition was predicated on a clear showing of majority support for the Union by each employer member's unit employees.

Respondent executed a contract with the Union for the period July 16, 1993, to June 15, 1994, on July 16, 1993. The contract was patterned on the Association 1993–1994 contract and similarly provided that Respondent recognized the Union as the sole bargaining agent for all unit employees, acknowledged that the unit was appropriate for bargaining within the meaning of Section 9(a) of the Act and that recognition was predicated on a clear showing of majority support for the Union by bargaining unit employees. Respondent executed a subsequent contract for the period July 16, 1994, to June 15, 1995, and for the subsequent period July 16, 1995, to June 15, 1996. Both of these contracts contained the same language with regard to recognition as that set forth in the June 17 to July 15, 1993 contract and the 1993–1994 contract.

By letter of April 13, 1996, noting that the 1995–1996 contract expired at 12:01 a.m. on July 16, 1996, Perkin advised Respondent that it would meet at Respondent's convenience to negotiate a successor contract. By letter of April 15, 1996, Respondent advised the Union that on expiration of the 1995–1996 agreement Respondent, "may choose not to remain a Signatory Contractor." Perkin contacted Lori Cline by telephone and asked her what her intentions were in light of the statement in the April 15, 1996 letter. According to Perkin, Lori Cline responded that Respondent would monitor the Association negotiations and determine whether Respondent would remain a signatory contractor or not when agreement with the Association was reached.

On July 15, 1996, the membership of the Union ratified an agreement with the Association. On the following day, Perkin spoke by telephone with Lori Cline and discussed the substantive changes in the 1996–1997 Association contract. According to Perkin, Lori Cline responded that Respondent would accept the Association agreement. Perkin told her he would send her the agreement. However, Lori Cline indicated that she and Chester Cline might be in Tulsa in the near future and they

[4] Sec. 9(a) of the Act provides generally that when a majority of employees in a unit appropriate for collective-bargaining designate a labor organization to represent them, the labor organization is the exclusive representative for collective bargaining.

[5] In relevant part, Sec. 10(b) of the Act provides, "that no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge."

[6] The recognition clause of the June 17 to July 15, 1993 contract executed by Respondent provides in relevant part, "The [Respondent], its successors and assigns hereby recognize [the Union] as the sole and exclusive bargaining agent for all mechanics and apprentices employed by [Respondent] . . . . The represented employees described above constitute a unit appropriate for bargaining within the meaning of Section 9(a) of the [Act]. [Respondent] agrees that this recognition is predicated on a clear showing of majority support for [the Union]."

[7] Lori Cline's testimony regarding this conversation was as follows:

> Q. Now, while you were at the union hall in June of 1993, did you have a discussion with Mr. Perkin about the difference between a 9(a) relationship and an 8(f) relationship as it relates to the collective bargaining agreement?
>
> A. "No." This testimony does not differ from that of Perkin and accordingly, I find that he explained that recognition was being accorded the Union pursuant to a showing of majority support, as reflected in the terms of the actual agreement. It is plausible that he made such an assertion in light of his contemporaneous activity in the multi-employer setting to convert those relationships to Sec. 9(a) relationships.

[8] Carlton Cline, Lori Cline's husband, signed an authorization card on June 17, 1993. In September 1993, two additional employees were hired. Both of these employees also signed authorization cards.

would come to the union hall and sign the agreement at that time.

Either on July 16 or 17, 1996, Lori Cline called Perkin and inquired whether Respondent might enter into a 6-month agreement rather than a 1-year agreement. Perkin responded that he could not agree to a 6-month contract because in his view it was prohibited by the most-favored-nations clause. Although Respondent never signed the 1996–1997 Association contract, it initially applied the terms of the expired contract. Respondent made three requests to use the Union's wage equality fund. One of these requests was made on July 16, 1996, and two requests were made on July 17, 1996. The Union afforded the Respondent relief pursuant to the wage equality fund on all three occasions. In addition, Respondent continued to make monthly contributions to the union benefit funds. Its last contributions, dated December 15, 1996, were for November 1996. On November 24, 1996, Perkin was told that Respondent had laid off its employees. In the spring of 1997, Perkin heard a rumor that Respondent was performing work at a local construction project. Perkin investigated but was unable to confirm this rumor.

In any event, Lori and Chester Cline did not come to the union hall to sign the 1996–1997 contract, as Perkin had understood they would do. Accordingly, by letter of October 10, 1996, Perkin forwarded two signature pages for execution. Perkin additionally enclosed the 1996–1997 Association contract with all changes in bold type and underlined. Perkin did not receive a response to his October 10, 1996 letter from Respondent. By letter of December 10, 1996, Perkin advised Respondent that the Union was withholding wage equality payments until such time as the 1996–1997 contract was executed. Finally, by letter of April 14, 1997, Perkin advised Respondent that the 1996–1997 contract would expire on July 16, 1997, and requested that Respondent schedule a meeting to discuss a successor contract. By letter of April 15, 1997, Respondent advised the Union that because it had not signed the 1996–1997 contract, in Respondent's view that contract, "was not completed." Moreover, Respondent stated that it would not negotiate separately or accept the outcome of Association bargaining and would no longer recognize the Union.

C. Analytical Factors

Section 8(f) of the Act allows employers engaged primarily in the building and construction industry to enter into prehire agreements which contain union-security clauses whether or not the union represents a majority of the employer's employees. *NLRB v. Iron Workers Local 103 (Higdon Contracting),* 434 U.S. 335, 346 (1978). Historically, an employer did not violate Section 8(a)(5) of the Act by a midterm repudiation of a Section 8(f) prehire agreement which did not contain a union-security clause if the union had never obtained majority status. *R.J. Smith Construction Co.,* 191 NLRB 693, 694 (1971), revd. and remanded sub nom. *Operating Engineers Local 150,* 480 F.2d 1186 (D.C. Cir. 1973). However, where the prehire agreement contained a union-security clause, the union was entitled to a rebuttable presumption of majority status. Id. at 695 fn. 5. Moreover, once a union achieved majority support in a "core" work force, the union enjoyed an irrebuttable presumption of majority status during the term of the contract and upon expiration of the contract, thus "converting" the Section 8(f) contract to a Section 9(a) contract. See, e.g., *McWhorter Trucking,* 273 NLRB 369 (1984).

In *John Deklewa & Sons,* 282 NLRB 1375 (1987), enf. sub nom. *Iron Workers Local 3 v. NLRB,* 843 F.2d 770 (3d Cir. 1987), cert. denied 488 U.S. 889 (1988), the Board overruled *R.J. Smith* and abandoned the conversion doctrine in addition to modifying rules regarding the scope of bargaining units pursuant to Section 8(f). The facts in the instant case are governed by the principles articulated in *Deklewa.* Accordingly, during the term of an 8(f) agreement, the contract is enforceable and cannot be unilaterally repudiated. However, on expiration of an 8(f) contract, the union enjoys no presumption of majority status and either party may repudiate the 8(f) bargaining relationship.

D. Contentions

Respondent contends that the agreement it signed on June 17, 1993, was not based on 9(a) recognition of the Union but, rather, was based on Section 8(f). Relying on a presumption that Section 8(f) normally forms the basis for recognition of a Union in the construction industry, *Casale Industries,* 311 NLRB 951, 952 (1993), Respondent sets forth three criteria which must be present in order to overcome the 8(f) presumption: (1) a clear and unequivocal demand to be recognized as a 9(a) representative, (2) voluntary grant of such recognition, and (3) a showing of majority support. *Goodless Electric Co.,* 321 NLRB 64, 65–66 (1996), enf. denied 124 F.3d 322 (1st Cir. 1997); *Golden West Electric,* 307 NLRB 1494, 1495 (1992); *J&R Tile,* 291 NLRB 1034, 1036 (1988).

It is undisputed that the only employee of Respondent on June 17, 1993, Carlton Cline, was not a statutory employee.[9] It is also undisputed that Carlton Cline's authorization card was not presented to Respondent at the time the contract was signed nor were the authorization cards of two subsequent employees presented to Respondent. Accordingly, Respondent urges that counsel for the General Counsel has not met his burden to show that there was voluntary grant of recognition based on a showing of majority support. That being the case, relying on *Deklewa's* express holding that on expiration of a 8(f) agreement, either party may unilaterally repudiate the bargaining relationship, Respondent concludes that it was free on expiration of the 1995–1996 agreement to repudiate that relationship.

In an effort to request that the Board reexamine the holding of *Deklewa* which rejected the conversion doctrine, counsel for the General Counsel contends that the relationship between Respondent and the Union was based on Section 9(a) of the Act. Although Respondent employed no statutory employees at the time it signed its initial contract in June 1993, counsel for the General Counsel relies on evidence that as of September 1993 the Union represented a majority of Respondent's core work force.[10] Accordingly, counsel for the General Counsel argues that the relationship converted from an 8(f) relationship to a 9(a) relationship in September 1993. Thereafter, pursuant to the conversion doctrine, Respondent was not privileged to

[9] Sec. 2(3) of the Act excludes from the definition of employee, "any individual employed by his parent or spouse." The only employee of Respondent on June 17, 1993, was Carlton Cline, husband of owner Lori Cline and son of Vice President Chester Cline.

[10] Pursuant to the conversion doctrine, which was rejected in *Deklewa,* a Sec. 8(f) relationship could "convert" to a 9(a) relationship on a showing that the union enjoyed majority support during a "relevant period" among an appropriate unit of the signatory employer's employees.

unilaterally repudiate its bargaining relationship with the Union.

Relying on *Bryan Mfg. Co.,* 362 U.S. 411 (1960), counsel for the General Counsel also argues that where there is a purported 9(a) contract in the building and construction industry, an employer must raise the 8(f) issue within 6 months (the limitations period set forth in Sec. 10(b) of the statute). Thereafter, counsel for the General Counsel asserts the employer is foreclosed from attacking majority status of the union citing *Casale Industries,* supra.

E. Analysis

In agreement with counsel for the General Counsel, I find that Respondent is precluded from attacking the purported Section 9(a) contract by the limitations period set forth in Section 10(b) of the Act. Accordingly, it is unnecessary to reach the argument regarding "conversion" of the contract or, for that matter, whether the contract might satisfy the requirements of 9(a) recognition ab initio.

Perkin told Lori Cline that a majority of Respondent's employees wished to be represented by the Union and that by signing the June–July 1993 contract, she was acknowledging the Union's majority status. The recognition language in the June–July 1993 and all successive contracts mirrored his words and stated,

> The [Respondent], its successors and assigns hereby recognize [the Union] as the sole and exclusive bargaining agent for all mechanics and apprentices employed by the [Respondent]. . . . The represented employees described above constitute a unit appropriate for bargaining within the meaning of Section 9(a) of the . . . Act. The [Respondent] agrees that this recognition is predicated on a clear showing of majority support for [the Union] indicated by bargaining unit employees.

In *Casale Industries,* supra, the Board noted that in the nonconstruction industry an employer who purportedly grants Section 9 recognition may not attack majority status of the union after 6 months have elapsed. Referencing *Deklewa's* admonition that construction industry unions should not be treated less favorably than nonconstruction industry unions, the Board stated,

> parties in nonconstruction industries, who have established and maintained a stable Section 9 relationship, are entitled to protection against a tardy attempt to disrupt their relationship. Parties in the construction industry are entitled to no less protection. Accordingly, if a construction industry employer extends 9(a) recognition to a union, and 6 months elapse without a charge or petition, the Board should not entertain a claim that majority status was lacking at the time of recognition.

311 NLRB at 953 (footnote omitted). See also *American Automatic Sprinkler Systems,* 323 NLRB 920 (June 11, 1997); *Industrial Power,* 321 NLRB 816, 819 (1996); *MFP Fire Protection, Inc.* 318 NLRB 840, 842 (1995), enfd. 101 F.3d 1341 (10th Cir. 1996); *Triple A Fire Protection,* 312 NLRB 1088, 1089 (1993), and 315 NLRB 409 (1994), enfd. 136 F.3d 727 (11th Cir. 1998) (specifically holding that the Board's extension of *Bryan Mfg. Co.* to contracts in the construction industry was a reasonable interpretation). I find that Respondent entered a relationship with the Union in 1993 which was based on Section 9(a). Respondent may not now attack the basis of that relationship. Accordingly, I find that by failing to adhere to the 1996–1997 contract, notifying the Union that it was refusing to execute the 1996–1997 contract or to negotiate with the Union for a future agreement, and by withdrawing recognition from the Union, Respondent has violated Section 8(a)(1) and (5) of the Act.

CONCLUSION OF LAW

By failing to adhere to the 1996–1997 contract, notifying the Union that it was refusing to execute the 1996–1997 contract or to negotiate with the Union for a future agreement, and by withdrawing recognition from the Union, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) of the Act and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, Respondent shall restore all terms and conditions of employment to the status quo as of December 20, 1996, and shall make whole unit employees for any loss of wages or benefits resulting from Respondent's failure to continue these terms, in the manner prescribed in *Ogle Protection Service,* 183 NLRB 682 (1970), with interest as prescribed in *New Horizons for the Retarded,* 283 NLRB 1173 (1987). Respondent shall also reimburse unit employees for any expenses ensuing from Respondent's unlawful failure to make the required benefit payments as set forth in *Kraft Plumbing & Heating,* 252 NLRB 891 fn. 2 (1980), with interest as prescribed in *New Horizons for the Retarded,* supra. Respondent shall also remit all fringe benefit amounts that have become due. Any additional amounts due the employee benefit funds shall be paid as prescribed in *Merryweather Optical Co.,* 240 NLRB 1213, 1216 fn. 7 (1979). The Respondent shall also forward to the Union the union dues it should have deducted from employees' wages with interest as prescribed in *New Horizons for the Retarded,* supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[11]

ORDER

The Respondent, Triple C Maintenance, Inc., Sapulpa, Oklahoma, its officers, agents, successors, and assigns, shall

1. Cease and desist from refusing to adhere to the terms of the 1996–1997 collective-bargaining agreement with the Union, notifying the Union that it refused to execute the 1996–1997 collective-bargaining agreement and to negotiate with the Union for a future agreement, and withdrawing recognition from the Union or 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 with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if understandings are reached, embody the understandings

[11] 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.

in a signed agreement. The appropriate unit is all mechanics and apprentices employed by Respondent from its Sapulpa, Oklahoma facility but excluding all office clerical employees, managerial employees, guards, and supervisors as defined in the Act.

(b) Make whole all unit employees in the manner set forth in the remedy section for any losses ensuing from its unlawful failure to adhere to the existing terms and conditions of their employment.

(c) Preserve and, payment records, timecards, personnel records and within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its facility in Sapulpa, Oklahoma, copies of the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 17, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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 December 20, 1996.

(e) 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.

[12] 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."

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

> To organize
> To form, join, or assist any union
> To bargain collectively through representatives of their own choice
> To act together for other mutual aid or protection
> To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to follow the terms of the 1996–1997 collective-bargaining agreement with International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 64, WE WILL NOT notify the Union that we refuse to execute the 1996–1997 collective-bargaining agreement and to negotiate with the Union for a future agreement, and WE WILL NOT withdraw recognition from the Union or in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize and, on request, bargain with the Union about wages, hours, and term and conditions of employment as the exclusive representative of our mechanics and apprentices (exluding all office employees, mangerial employees, guards and supervisors as defined in the Act) and WE WILL embody the understanding reached, if any, in a signed agreement.

WE WILL make our employees, the pension funds, and the Union whole for our failure to follow the terms of the 1996–1997 agreement.

TRIPLE C MAINTENANCE, INC.