Ortbals Enterprises d/b/a Bemboom Heating and Cooling LLC and Bemboom Heating and Cooling Residential Services LLC, Alter Egos and a Single Employer and Local 36, Sheet Metal Workers International Association, AFL–CIO, Affiliated with Sheet Metal Workers International Association. Case 14–CA–112848

July 9, 2014

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS MISCIMARRA AND SCHIFFER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has withdrawn its answer to the complaint. Upon a charge filed by Local 36, Sheet Metal Workers International Association, AFL–CIO, affiliated with Sheet Metal Workers International Association (the Union) on September 9, 2013, the General Counsel issued a complaint on November 25, 2013, against Ortbals Enterprises d/b/a Bemboom Heating and Cooling LLC (Respondent Bemboom) and Bemboom Heating and Cooling Residential Services LLC (Respondent Bemboom Residential), alter egos and a single employer (collectively, the Respondent) alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent filed an answer to the complaint. However, on March 12, 2014, the Respondent withdrew its answer.

On March 19, 2014, the General Counsel filed a Motion for Default Judgment with the Board. On March 20, 2014, 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 filed no response. The allegations in the motion are therefore undisputed.

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

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 received by December 9, 2013, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Although the Respondent filed an answer on December 9, 2013, it subsequently withdrew its answer on March 12, 2014. Such a withdrawal of an answer has the same effect as a failure to file an answer, i.e., the allegations in the complaint must be considered to be true.[1] Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent Bemboom has been a limited liability company with an office and place of business in Jefferson City, Missouri (Respondent Bemboom's facility), and has been engaged in the sale, installation, and service of commercial and residential heating and air conditioning systems.

Since about March or April 2013, when it commenced operations, Respondent Bemboom Residential has been a limited liability company with an office and place of business in Russellville, Missouri (Respondent Bemboom Residential's facility), and has been engaged in the sale, installation, and service of commercial and residential heating and air conditioning systems.

At all material times, Respondent Bemboom and Respondent Bemboom Residential have had substantially identical management, business purposes, operations, equipment, customers, supervision, and ownership.

About October 2012, Respondent Bemboom Residential was established by Respondent Bemboom, and about March or April 2013 Respondent Bemboom Residential began business operations as a disguised continuation of Respondent Bemboom.

Respondent Bemboom established Respondent Bemboom Residential, as described above, for the purpose of evading its responsibilities under the Act.

At all material times, Respondent Bemboom and Respondent Bemboom Residential have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with common insurance, purchasing, and sales; and have held themselves out to the public as a single-integrated business enterprise.

Based on the operations and conduct described above, Respondent Bemboom and Respondent Bemboom Residential are, and have been at all material times, alter egos and a single employer within the meaning of the Act.

[1] See *Maislin Transport,* 274 NLRB 529 (1985).

At all material times the Respondent, with business addresses at 5703 Business 50 West, Jefferson City, Missouri, and 35803 Bottom Road, Russellville, Missouri 65074, has been engaged in the construction industry as a heating and air conditioning contractor engaged in the commercial and residential sale, installation, and service of heating and air conditioning systems.

During the 12-month period ending March 9, 2013, the Respondent, in conducting its business operations described above, provided services valued in excess of $50,000 within the State of Missouri for enterprises that are directly engaged in interstate commerce including, but not limited to, Ingersoll Rand, T. J. Maxx, Quik-Cash, Brinco Mechanical, Kress Building, Jump Oil, Habitat for Humanity, and to various governmental entities.

In conducting its operations during the 12-month period ending March 9, 2013, the Respondent purchased and received at its Missouri facilities and at its jobsites located in Missouri, goods valued in excess of $50,000 from other enterprises, including Crescent Supply, Johnstone Supply, Riback Supply, and Winair Supply, located within the State of Missouri, each of which other enterprises had received these goods directly from points outside the State of Missouri.

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 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 held the positions set forth opposite their respective names and 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:

Andrew Ortbals—	Owner and Manager of Respondent Bemboom, Organizer and Manager of Respondent Bemboom Residential
Michelle Ortbals—	Owner and Manager of Respondent Bemboom Residential, Organizer and Manager of Respondent Bemboom

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

> All full-time and regular part-time employees of Respondent engaged in the sale, installation and service of commercial and residential heating and air conditioning systems, including employees engaged in the: a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous and nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdiction of Sheet Metal Workers' International Association.

About September 1, 2010, the Respondent, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement effective from September 1, 2010 to June 30, 2011, whereby it recognized the Union as the limited exclusive collective-bargaining representative of the unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act.[2] Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which was signed about July 7, 2011 and is effective until June 30, 2016 (the 2011–2016 agreement).

At all material times, including from July 7, 2011 until June 30, 2016, based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the unit.

Since about March 9, 2013, the Respondent failed to continue in effect all the terms and conditions of the 2011–2016 agreement by failing to make contributions for unit employees' health and welfare benefits, pensions, and other contractually required benefit funds.

Since about March 2013, the Respondent has refused to recognize the Union as the limited exclusive collective-bargaining representative of unit employees employed by Respondent Bemboom Residential and has

[2] 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 fn. 2 (1994), citing *Electri-Tech, Inc.*, 306 NLRB 707 fn. 2 (1992), and *John Deklewa & Sons*, 282 NLRB 1375 (1987), enfd sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988).

failed and refused to adhere to and apply the terms and conditions of the 2011–2016 agreement to unit employees employed by Respondent Bemboom Residential, by, including, but not limited to, repudiating the contractual wage rates, health and welfare benefits, pension benefits, and fringe benefit reporting and payment provisions, exclusive job hiring hall provisions, and other terms and conditions of employment set forth in the 2011–2016 agreement.

Since about March 2013, the Respondent has used Respondent Bemboom Residential to evade the terms of the 2011–2016 agreement by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential.

The subjects set forth above relate to wages, benefits, and other terms and conditions of employment of the unit and are mandatory subjects for the purpose of collective bargaining. The Respondent engaged in the conduct described above without the Union's consent.

Since about August 26, 2013, the Union has requested in writing that the Respondent provide payroll information, and permit an audit of the Respondent's payroll and employment records for the period of January 1, 2013 to the present to ensure the Respondent's compliance with the wage rates, fringe benefits contribution requirements, and other terms of the 2011–2016 agreement.

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. Since about August 26, 2013, the Respondent has failed and refused to furnish the Union with the information requested by it as described above.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the limited exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act and in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices affect commerce within the meaning of 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)(5) and (1) by failing and refusing to bargain with the Union as the collective-bargaining representative of the unit employees by failing to continue in effect, adhere to, and apply the terms and conditions of the 2011–2016 agreement, and by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential in order to evade the terms of the 2011–2016 agreement, we shall order the Respondent to bargain with the Union as the limited exclusive collective-bargaining representative of the employees in the unit, and to honor the 2011–2016 agreement.

In particular, having found that the Respondent has failed, since about March 9, 2013, to continue in effect all the terms and conditions of the 2011–2016 agreement by failing to make contributions for unit employees' health and welfare benefits, pensions, and other contractually required benefit funds, we shall order the Respondent to make all contractually required contributions to the funds that have not been made, including any additional amounts due the funds, as set forth in *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).[3] Further, the Respondents shall reimburse unit employees for any expenses ensuing from their failure to make any 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),[4] 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 for the Retarded*, 283 NLRB 1171 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

We shall also order the Respondent to recognize the Union as the limited exclusive collective-bargaining rep-

[3] The complaint alleges, among other things, that: (1) the Respondent violated Sec. 8(a)(5) and (1) by failing to pay contractually required benefit funds specified in the parties' collective-bargaining agreement; and (2) those fund contributions are "terms and conditions of employment of the unit and are mandatory subjects for the purpose of collective bargaining for the purpose of collective bargaining." By withdrawing its answer to the complaint, the Respondent admitted those allegations. Accordingly, we have found that the Respondent violated the Act in that manner. We note, however, that the complaint did not specify the nature of all the benefit funds to which contributions are made. Our order, therefore, directs the Respondent to make employees whole with respect to those benefits, but does not foreclose the Respondent, at the compliance stage of this proceeding, from showing that there are some contractual fringe benefits that are permissive subjects of bargaining and hence not covered by our Order. See, e.g., *Joe's Painting,* 355 NLRB No. 214, slip op. at 3 fn. 4 (2010); *Finger Lakes Plumbing & Heating Co.,* 254 NLRB 1399, 1399 (1981).

[4] To the extent an employee has made personal contributions to a fund that are accepted by the fund in lieu of the Respondents' delinquent contributions during the period of the delinquency, the Respondents will reimburse the employee, but the amount of such reimbursement will constitute a set off to the amount that the Respondents otherwise owes to the fund.

resentative of the unit employees employed by Respondent Bemboom Residential and to adhere to and apply the terms and conditions of the 2011–2016 agreement to the unit employees, including, but not limited to, the contractual wage rates, health and welfare benefits, pension benefits, fringe benefit reporting and payment provisions, exclusive job hiring hall provisions, and other terms and conditions of employment. The Respondent shall make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's failure to adhere to and apply the terms of the 2011–2016 agreement to the unit employees of Respondent Bemboom Residential. Such amounts shall be computed in accordance with Ogle Protection Service, supra, with interest as prescribed in New Horizons for the Retarded, supra, compounded daily as prescribed in Kentucky River Medical Center, supra.

Further, we shall order the Respondent to make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's transfer of unit work from Respondent Bemboom to Respondent Bemboom Residential, such amounts to be computed in the manner set forth in Ogle Protection Service, supra, with interest as prescribed in New Horizons for the Retarded, supra, compounded daily as prescribed in Kentucky River Medical Center, supra.

We shall further order the Respondent to compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and to file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters.

Finally, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to provide the Union with information that is necessary and relevant to its role as the limited exclusive collective-bargaining representative of the unit employees, we shall order the Respondents to furnish the Union with the information it requested in writing on August 26, 2013.[5]

ORDER

The National Labor Relations Board orders that the Respondent, Ortbals Enterprises d/b/a Bemboom Heating and Cooling LLC and Bemboom Heating and Cooling Residential Services LLC, alter egos and a single employer, Jefferson City and Russellville, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain with Local 36, Sheet Metal Workers International Association, AFL–CIO, affiliated with Sheet Metal Workers International Association, as the limited exclusive collective-bargaining representative of the unit employees during the term of the parties' Agreement, effective July 7, 2011 until June 30, 2016 by failing to continue in effect, adhere to, and apply the terms and conditions of the 2011–2016 agreement, and by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential in order to evade the terms of the 2011–2016 agreement. The unit is:

> All full-time and regular part-time employees of Respondent engaged in the sale, installation and service of commercial and residential heating and air conditioning systems, including employees engaged in the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous and nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdiction of Sheet Metal Workers' International Association.

(b) Failing and refusing to continue in effect all the terms and conditions of the 2011–2016 agreement by failing to make contributions for unit employees' health and welfare benefits, pensions, and other contractually required benefit funds and by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential in order to evade the terms of the 2011–2016 agreement.

(c) Failing and refusing to recognize the Union as the limited exclusive collective-bargaining representative of the unit employees employed by Respondent Bemboom Residential and failing and refusing to adhere to apply the terms and conditions of the 2011–2016 agreement to those employees, including but not limited to the contractual wage rates, health and welfare benefits, pension benefits, and fringe benefit reporting and payment provi-

[5] The General Counsel has additionally requested that a responsible management official be required to read the notice to employees. We deny the request because the General Counsel has not shown that the Board's traditional remedies are insufficient to remedy the violations committed by the Respondent. See *Bruce Packing Co.*, 357 NLRB No. 93, slip op. at 1 fn. 4 (2011); *First Legal Support Services, LLC*, 342 NLRB 350, 350 fn. 6 (2004).

sions, exclusive job hiring hall provisions, and other terms and conditions of employment set forth in the 2011–2016 agreement.

(d) Failing and refusing to furnish the Union with information that is relevant and necessary to its role as the limited exclusive collective-bargaining representative of the unit employees.

(e) 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) On request, bargain in good faith with Local 36, Sheet Metal Workers International Association, AFL–CIO, affiliated with Sheet Metal Workers International Association as the limited exclusive collective-bargaining representative of the unit employees during the term of the parties' agreement, effective July 7, 2011 until June 30, 2016 and continue in effect, adhere to, and apply the terms and conditions of the 2011–2016 agreement to the unit employees.

(b) Make all contractually required contributions to the unit employees' health and welfare benefits, pensions, and other contractually required benefit funds that have not been made since March 9, 2013, including any additional amounts due the funds, as set forth in the remedy section of this decision.

(c) Reimburse unit employees for any expenses ensuing from the Respondent's failure to make the required payments to the funds, with interest, in the manner set forth in the remedy section of this decision.

(d) Make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's unlawful transfer of unit work from Respondent Bemboom to Respondent Bemboom Residential, with interest, in the manner set forth in the remedy section of this decision.

(e) Recognize the Union as the limited exclusive collective-bargaining representative of the unit employees employed by Respondent Bemboom Residential during the term of the parties' agreement, effective July 7, 2011 until June 30, 2016 and adhere to and apply the terms of the 2011–2016 agreement to the unit employees including, but not limited to, the contractual wage rates, health and welfare benefits, pension benefits, fringe benefit reporting and payment provisions, exclusive job hiring hall provisions, and other terms and conditions of employment.

(f) Make the unit employees whole for any loss of earnings or other benefits they may have suffered as a result of the Respondent's failure to adhere to and apply the terms of the 2011–2016 agreement to the unit employees of Respondent Bemboom Residential, with interest, in the manner set forth in the remedy section of this decision.

(g) Compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters.

(h) Furnish the Union with the information it requested on August 26, 2013.

(i) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(j) Within 14 days after service by the Region, post at its facilities in Jefferson City and Russellville, Missouri, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 14, 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. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an 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 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 and former unit employees employed by the Respondent at any time since about March 2013.

(k) Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the

[6] 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."

Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 9, 2014

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Nancy Schiffer, 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 bargain with Local 36, Sheet Metal Workers International Association, AFL–CIO, affiliated with Sheet Metal Workers International Association (the Union) as the limited exclusive collective-bargaining representative of our employees in the following unit during the term of our 2011–2016 agreement with the Union by failing to continue in effect, adhere to, and apply the terms and conditions of the 2011–2016 agreement, and by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential in order to evade the terms of the 2011–2016 agreement. The unit is:

> All full-time and regular part-time employees of Respondent engaged in the sale, installation and service of commercial and residential heating and air conditioning systems, including employees engaged in the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous and nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdiction of Sheet Metal Workers' International Association.

WE WILL NOT fail and refuse to continue in effect, all the terms and conditions of the 2011–2016 agreement by failing to make contributions for unit employees' health and welfare benefits, pensions, and other contractually required benefit funds and by transferring unit work from Respondent Bemboom to Respondent Bemboom Residential in order to evade the terms of the 2011–2016 agreement.

WE WILL NOT fail and refuse to recognize the Union as the limited exclusive collective-bargaining representative of the unit employees employed by Respondent Bemboom Residential and WE WILL NOT fail and refuse to adhere to and apply the terms and conditions of the 2011–2016 agreement to those employees, including but not limited to the contractual wage rates, health and welfare benefits, pension benefits, and fringe benefit reporting and payment provisions, exclusive job hiring hall provisions, and other terms and conditions of employment set forth in the 2011–2016 agreement.

WE WILL NOT fail and refuse to furnish the Union with information that is relevant and necessary to its role as the limited exclusive collective-bargaining representative of the unit employees.

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

WE WILL, on request, bargain in good faith with Local 36, Sheet Metal Workers International Association, AFL–CIO, affiliated with Sheet Metal Workers International Association as the limited exclusive collective-bargaining representative of the unit employees during the term of our 2011–2016 agreement with the Union, and WE WILL continue in effect, adhere to, and apply the terms and conditions of the 2011–2016 agreement to the unit employees.

WE WILL make all contractually required contributions to the unit employees' health and welfare benefits, pensions, and other contractually required benefit funds that

have not been made since March 9, 2013, including any additional amounts due the funds, and WE WILL reimburse unit employees for any expenses ensuing from our failure to make the required payments, with interest.

WE WILL make our unit employees whole for any loss of earnings or other benefits they may have suffered as a result of our transfer of unit work from Respondent Bemboom to Respondent Bemboom Residential, with interest.

WE WILL recognize the Union as the limited exclusive collective-bargaining representative of the unit employees employed by Respondent Bemboom Residential during the term of our 2011–2016 agreement with the Union and WE WILL adhere to and apply the terms of the 2011–2016 agreement to the unit employees including, but not limited to, the contractual wage rates, health and welfare benefits, pension benefits, fringe benefit reporting and payment provisions, exclusive job hiring hall provisions, and other terms and conditions of employment.

WE WILL make our unit employees whole for any loss of earnings or other benefits they may have suffered as a result of our failure to adhere to and apply the terms of the 2011–2016 agreement to the unit employees of Respondent Bemboom Residential, with interest.

WE WILL compensate our unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.

WE WILL furnish the Union with the information it requested on August 26, 2013.

ORTBALS ENTERPRISES D/B/A BEMBOOM HEATING AND COOLING LLC AND BEMBOOM HEATING AND COOLING RESIDENTIAL SERVICES LLC, ALTER EGOS AND A SINGLE EMPLOYER

The Board's decision can be found at www.nlrb.gov/case/14-CA-112848 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.