

NATIONAL LABOR RELATIONS BOARD

v.

T-3 CONSTRUCTION LLC

ORDER

T-3 Construction LLC, Collinsville, Texas, its officers, agents, successors, and assigns shall:

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit by failing to pay unit employees contractually-required wages in accordance with the March 1, 2019–April 30, 2020 Agreement. The bargaining unit is:

All laborers, skilled laborers, specialist laborers, industrial laborers, laborer foremen, and general foremen performing work covered by the Southwest Laborers’ District Council Tri-State Agreement.

- (b) Failing and refusing to pay certain employees who performed work for the Respondent.
- (c) Failing and refusing to make all contractually-required pension fund payments on behalf of unit employees in accordance with the March 1, 2019–April 30, 2020 Agreement.
- (d) 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) Pay unit employees all contractually-required wages in accordance with the March 1, 2019–April 30, 2020 Agreement, in the manner set forth in the remedy section of this decision.
- (b) Compensate certain employees who performed work for the Respondent and were not paid, in the manner set forth in the remedy section of this decision.

- (c) Make the affected employees whole for any loss of earning and other benefits suffered as a result of the Respondent's unlawful conduct, with interest, in the manner set forth in the remedy section of this decision.
- (d) Compensate employees for the adverse consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 16, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).
- (e) Make all contractually-required payments to the Union's benefit funds that have not been made on the employees' behalf since March 1, 2019, in the manner set forth in the remedy section of this decision.
- (f) Make unit employees whole for any expenses ensuing from the failure to make payments to the pension funds since March 1, 2019, in the manner set forth in the remedy section of this decision.
- (g) Post at its facility in Collinsville, Texas, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for 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. 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. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own

¹ If the facilities involved in these proceedings are open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facilities involved in these proceedings are closed due to the Coronavirus pandemic, the notices must be posted within 14 days after the facilities reopen and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of the paper notices also applies to the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means.

expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 1, 2019.

- (h) Within 21 days after service by the Region, file with the Regional Director for Region 16 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.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 collectively and in good faith with Southwest Laborers District Council and Laborers Local 154 (the Union) as the exclusive collective-bargaining representative of employees in the following unit by failing and refusing to pay you contractually-required wages in accordance with the March 1, 2019–April 30, 2020 collective-bargaining agreement (the Agreement). The unit is:

All laborers, skilled laborers, specialist laborers, industrial laborers, laborer foremen, and general foremen performing work covered by the Southwest Laborers' District Council Tri-State Agreement.

WE WILL NOT fail and refuse to pay employees who perform work for the company.

WE WILL NOT fail and refuse to make contractually required pension fund payments on your behalf in accordance with the March 1, 2019–April 30, 2020 Agreement.

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 pay you the contractually-required wages in accordance with the March 1, 2019–April 30, 2020 Agreement.

WE WILL pay certain employees who performed work for the company but were not paid.

WE WILL make all contractually required pension fund payments on your behalf in accordance with the March 1, 2019–April 30, 2020 Agreement.

T-3 CONSTRUCTION LLC

The Board's decision can be found at www.nlr.gov/case/16-CA-247162 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.

