

Oil Capital Electric, Inc. and International Brotherhood of Electrical Workers, Local Union No. 584. Case 17-CA-15429

September 30, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On April 15, 1992, Administrative Law Judge Frederick C. Herzog issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in response.

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 briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Oil Capital Electric, Inc., Tulsa, Oklahoma, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ In its exceptions, the Respondent argues that the Union's effort to organize employees it was already certified to represent illustrated the Union's own doubt of its majority status and, thus, it was reasonable for the Respondent to share that doubt and withdraw recognition. Contrary to the Respondent, we find that such an organizational effort by a union does not constitute a reasonable basis for doubting the union's continuing majority status. See generally *Club Cal-Neva*, 231 NLRB 22 (1977); accord, *Odd Fellows Rebekah Home*, 233 NLRB 143 (1977). This is especially true here where the Union's organizational effort was the product of a mistake of fact, which was subsequently corrected, and not, in any event, an objective indication that the Union doubted its majority status.

Stanley D. Williams, Esq., for the General Counsel.
Frank B. Wolfe III, Esq. (Nichols, Wolfe, Stamper, Nally & Fallis, Inc.), of Tulsa, Oklahoma, for the Respondent.
Gary A. Neal, of Tulsa, Oklahoma, for the Charging Party.

DECISION

STATEMENT OF THE CASE

FREDERICK C. HERZOG, Administrative Law Judge. This case was heard by me in Tulsa, Oklahoma, on May 2 and 3, 1991, and is based on a charge filed by International Brotherhood of Electrical Workers, Local Union No. 584 (the Union) on January 28, 1991, alleging generally that Oil Capital Electric, Inc. (Respondent) committed certain viola-

tions of Section 8(a)(1)¹ and (5)² of the National Labor Relations Act (the Act). On March 7, 1991 the Regional Director for Region 17 of the National Labor Relations Board (the Board) issued a complaint and notice of hearing alleging violations of Section 8(a)(1) and (5) of the Act. Respondent thereafter filed a timely answer to the allegations contained within the complaint, denying all wrongdoing.

All parties appeared at the hearing, and were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally and file briefs. Based upon the record,³ my consideration of the briefs filed by counsel for the General Counsel and counsel for Respondent, and my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

The complaint alleges, the answer admits, and I find that Respondent is a corporation, with an office and place of business in Tulsa, Oklahoma, where at all times material it has been engaged in the business of an electrical contractor in the building and construction industry; that during the 12-month period ending February 28, 1991, in the course and conduct of its business operations, it purchased and received at its facility mentioned above products, goods, and materials valued in excess of \$50,000 directly from points outside the State of Oklahoma; that during the same 12-month period it performed services valued in excess of \$50,000 in States other than the State of Oklahoma.

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

II. THE LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that the Union is now, and at all times material has been, a labor organization within the meaning of Section 2(5) of the Act.

¹ Sec. 8(a)(1) of the Act provides that, "It shall be an unfair labor practice for an employer . . . to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7."

Section 7 of the Act provides that,

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3).

² Sec. 8(a)(5) of the Act provides that, "It shall be an unfair labor practice for an employer . . . to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9(a)."

³ Counsel for the General Counsel's unopposed motion to conform transcript accompanying his brief is granted.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *General Background and Labor Relations History*

Respondent has long been established as one of the largest electrical contractors in the Tulsa, Oklahoma building and construction industry. For example, in the latter half of 1990, it employed between 68 and 90 journeymen and apprentice electricians and helpers. It is and has been an active participant in the National Electrical Contractors Association (NECA).

For years preceding 1987, since 1972, Respondent was a party to a series of Section 8(f) prehire collective-bargaining agreements between the Union and NECA. However, in 1987, as NECA and the Union were negotiating a new agreement, bargaining broke down. About a dozen of NECA's members, including Respondent, thereafter unilaterally implemented the terms of NECA's last offer. The Union then commenced a strike against NECA's members, including the Respondent. Picketing lasted for about 6-8 months.

While the strike was in progress, the Union, in order to achieve the status of a 9(a) representative, also sought to organize the employees of a number⁴ of the individual employers which were members of NECA. This ultimately led to a Board conducted election among the employees of Respondent.

In the election, on August 31, 1987, the approximately 50 employees of Respondent voted unanimously in favor of the Union. Subsequently, on September 9, 1987, the Board issued its certification that the Union was entitled, under Section 9(a) of the Act, to exclusive representation rights for the purposes of collective bargaining among a unit of Respondent's employees described as follows:

All journeymen electricians and apprentice electricians employed by (Respondent) on job sites in the following Oklahoma Counties: Coal, Craig, Creek, Delaware, Hughes, Mayes, Nowata, Okfuskee, Okmulgee, that portion of Osage east of State Highway No. 18, (Eagle, Indian, Mound and Union Townships) in Payne, only, Pittsburgh, Rogers, Tulsa, (Adams Creek, Cherokee, Coal Creek, Creek, Lone Star and Shahan Townships) in Wagoner, and Washington; EXCLUDING, all other employees, including office clerical employees, warehouse employees, material expeditors, estimators, drivers, professional and technical employees, shop fabricators, sales personnel, other craft employees and guards and supervisors as defined in the Act.

In late September and early October 1987 Edwards and Lewis, Respondent's president, exchanged correspondence, in which Lewis asserted Respondent's position that it could no longer bargain in the multi-employer association, NECA, and that Respondent was obligated, and stood ready to, bargain on an individual basis with the Union.

A couple of weeks later, Edwards, on behalf of the Union, responded, saying, *inter alia*, that:

Our position is that the filing of an election petition [sic] and certification of our Union as collective-bargaining representative in the unit referenced is not a

⁴ According to Respondent's counsel, there were 10 such elections conducted among individual employers.

circumstance or occurrence [sic] which permits you to withdraw from already-begun multi-employer bargaining. Therefore, our position is that you will continue to be represented and bound by collective bargaining on behalf of the multiemployer unit.

B. *Chronology of Events Leading To Respondent's Decision to Withdraw Recognition*

Throughout the times mentioned herein, Jim Lewis was President of Respondent, the man who, in his own words, "directed everything." On the Union's side, Gerald Edwards was initially the spokesman, serving as the Union's business manager from June 1981 through June 1990. In July 1990 Edwards was defeated in an election within the Union by Thomas Quigley.

On June 10, 1988, Edwards wrote to Lewis, naming the new members of the Union's negotiating committee, and stating that "they would like to request a meeting with you to negotiate a new labor contract," thereby effectively retreating from its earlier position that it insisted upon negotiating with Respondent only as a member of NECA, bound by the NECA negotiations.

Respondent failed to reply to Edwards' June 10 letter.

In the latter part of 1988, Edwards and Lewis met informally to discuss the fact that NECA and the Union had reached a new agreement. Among other things, it appears that Edwards wanted Lewis to extend the terms of the agreement to Respondent's employees, but was unsuccessful in such efforts.

At no time during 1988, with its various instances of correspondence and with its sporadic "informal" meetings, did Lewis express doubt, good faith, or otherwise, about the continuing representative status of the Union.

Throughout 1989 and the first half of 1990 there was very little contact between the Union and Respondent.

However, after Quigley's election in July 1990, he sought to reestablish a relationship with Respondent, which he viewed as a leader in the industry in the area. So, he initiated a contact with Respondent, and, in August, met with Lewis to determine what it would take to secure a contract. According to the credited testimony of Quigley, Lewis did not voice any objection to dealing with the Union as the representative of its employees. However, the Union must have harbored some doubt about its own status, for in September, it began handbilling Respondent's employees, seeking to win their support.

Respondent's foreman at its Pryor, Oklahoma job during September 1990, Robert Clark, who I found to be a completely honest, though not altogether credible witness due to his imprecision, testified that around September 5 the Union began handselling on the project. The material handed out by the Union on this occasion speaks of "Important Union Information," and exhorts employees to "Help Organize Your Company," going on to ask that employees sign authorization cards, and explaining that when a majority of cards were obtained the Company would be requested to recognize the Union, and, should the Company refuse, the cards would then be taken to the NLRB to obtain an election, so that the Union could eventually be certified.

Clark also testified that about a week later, about September 12, the Union again handbilled the Pryor project. The material handed out on this occasion also spoke of employ-

ees “sign[ing] up” on authorization cards, in order to secure the benefits of collective bargaining, including through an election conducted by the Board.

Clark went on to report that the employees thereafter discussed the matter among themselves for several weeks, and that all but five gave him to understand that they wanted no part of the Union. Clark, however, could name only 15 of those who he recalled making any such statement, and only 10 such names could be recalled completely or without uncertainty. Additionally, Clark seemed to me to be generalizing as to what he had heard, giving no details of individual employees statements. He implicitly admitted that he made no secret of the fact that he opposed the Union to those whose work he directed.

I note that, while the exact number of workers at the project is not precisely clear, it was reported to be in the 28–30 range. This number, i.e., the 15 employees reported as harboring antiunion sentiments by Clark, is noted to be, at best, a near majority of those employees of Respondent then working at its Pryor project, and is clearly well short of a majority of employees of Respondent, counting those at its other projects.

Bob Jack, Respondent’s project manager at its American Airlines project, testified that the Union handbilled his project on September 5 and 11, as reported above relating to the Pryor project. Of the 20–35 employees working on his project, he recalled that one, a man named Troutner, told him not to worry about the Union, as the men were against it, and another, whose name he could not recall, told him that he wanted no part of the Union.

Apparently there is no dispute but that whatever information came to the attention of Clark or Jack found its way to the ears of Lewis.

Then, as aptly and correctly phrased by counsel for the General Counsel, Quigley happened to come across “newly discovered evidence,” previously unknown to him, as follows:

Late September, and lo and behold, Tom Quigley opened the drawer one day of his file. What does he find? A certification. Talks to his attorney. Gets some advice on that. Fires off a letter. Says we’re you’re [sic] bargaining agent. We want to meet and bargain.

Both orally, and by letter of October 9, 1990, the Union requested of Respondent that it bargain collectively with it concerning the wages, hours, and working conditions of the employees in the above-described unit.

On or about November 19, 1990, the Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the employees in the above-described unit.

Several times thereafter, the Union has renewed its request that Respondent meet and bargain with it, as a result of the election described above.

C. *The Issue*

The essential issue in this case is whether or not the Respondent’s withdrawal of recognition from the Union in November 1990 was lawful.

D. *Evidence Relied on by Respondent in Deciding to Withdraw Recognition*

In addition to the passage of time, and the turnover in the employee complement, shown above, Respondent presented evidence of employee disaffection, as testified to by Clark and Jack, arguing therefrom that it is sufficient to demonstrate a good-faith doubt on the part of Respondent.

Further, as pointed out by counsel for Respondent, the election of the Union was done by the approximately 50 striking employees of Respondent, and required no campaigning at all. As such, Respondent “could not have campaigned because all the employees were on strike,” and were “totally accessible to the [U]nion.” The employees, he goes on to argue, apparently voted as they did only because they were told to do so.

Notwithstanding the election, Respondent continued to do business. In the months that followed, up to its withdrawal of recognition, it replaced its striking employees. Indeed, Respondent vigorously asserts, such employees were replaced not once, but several times over, by literally hundreds of employees who came and went due to normal turnover in this sort of business, i.e., the construction business. In this, I accept the testimony of Lewis that such turnover occurred, but note the absence of corroborative records.

Additionally, Respondent points out that the Union asserted in correspondence in late 1987 that Respondent was bound to whatever terms were to be worked out between the NECA and the Union, and that Respondent could not bargain with it as an individual employer, being still bound to negotiate with the members of the Union’s bargaining committee, some of whom were replaced around this time.

Respondent concedes that it failed to honor the Union’s request to bargain, but seeks to justify its failure:

(1) by pointing to the fact of a large turnover in the many intervening months, and arguing that it considered the Union to be the representative, not of its then current workforce, but only of the 50 employees who struck and voted in the election, all because the Union should be deemed to have “abandoned” the unit’s employees; and,

(2) by pointing out the efforts of the Union to organize the employees of a number of employers, including Respondent’s, in 1990, and arguing that such efforts amounted, in effect, to a “poll” of employees support by the Union, and that the Union should be bound by the results of its own “poll;” and,

(3) by pointing toward certain evidence of employee disaffection, as expressed in comments by employees from time to time.

E. *Analysis and Conclusions*

In *Kelly’s Private Car Service*, 289 NLRB 30 (1988), the Board adopted the administrative law judge’s statement of much of the law underlying this case, as follows:

A certified union, on expiration of the first year following certification, enjoys a rebuttable presumption that its majority representative status continues. An employer may rebut the presumption by demonstrating either that the union in fact no longer enjoyed majority status, or that its refusal to bargain is predicated on the

good-faith and reasonably grounded doubt of the union's majority status. Further, in order to sustain the second of these defenses, the employer must show that its asserted doubt is based on objective considerations and that it was not advanced for the purpose of gaining time in which to undermine the union. Any doubt as to the continuing majority status must rest on a reasonable basis and may not depend on unfounded speculation or a subjective state of mind. The Board's decisions, however, do not require an employer to meet a stringent "clear, cogent, and convincing" standard in order to rebut the presumption of a union's majority status.

The issue of whether an employer has questioned a union's majority status cannot be resolved by resort to any simple formula. It can only be answered in the light of the totality of all the circumstances involved in a particular case. Even where a particular factor considered alone would be insufficient to support a good-faith doubt of a union's majority status, the "cumulative force of the combination of factors" may be adequate to support such a doubt. Generally, several indicia of loss of majority support are required, and no one factor such as high employer turnover or union dormancy, is determinative. While a respondent need not bear the burden of demonstrating that an actual numerical majority opposes the union, it must demonstrate that it had objective reasons for doubting the union's majority status.

The assertion of a good-faith doubt of a union's continuing majority status must, in order to be heard, be voiced in a context free of collateral unfair labor practices on the part of the employer. *Bolton-Emerson, Inc.*, 293 NLRB 1124 (1989).

The contention that a union has abandoned the unit's employees is analogous to a waiver, which requires proof by clear and unequivocal evidence of such an intent. *Soule Glass Co. v. NLRB*, 652 F.2d 1055 (1st Cir. 1981); *Conkle Funeral Home*, 266 NLRB 295 (1983).

Evidencing the Board's reluctance to lightly set aside the wishes of employees who have once expressed themselves in an election, resulting in a certification of a union as their lawful collective-bargaining representative, are statements such as which follow, found in *Long Island College Hospital*, 228 NLRB 83 (1977):

Certification is not a license which, upon the mere passage of time, expires as if it were a license to operate a motor vehicle. Rather, certification is a key which opens a collective-bargaining relationship. That relationship remains viable until some material circumstance arises to place the continued existence of that relationship in question. The passage of time, alone, is, as noted, not such a material circumstance. . . . Employee turnover standing alone does not provide a reasonable basis for believing that the Union had lost its majority since the prior election. The Board has long held that new employees will be presumed to support a union in the same ratio as those whom they have replaced.

Applying these principles to the facts in this case, I find that, notwithstanding the fact that the events of this case occurred in a context free of other unfair labor practices, Respondent's proof of a lengthy lapse of time, high turnover, and of expressions of disaffection are insufficient, by themselves, to convince me that the certification should be dis-

regarded. Nor am I persuaded that the Union was elected by an employee complement available only to the Union, or that their ballots were cast only in accordance with what they were instructed to do by the Union. In any event, the expressions of disaffection, even had they been credible, were given by what is far less than a majority of the employee complement within the unit.

As noted, these factors are not to be applied mechanically, as I am convinced I would have to do in order to rule in favor of Respondent in reliance upon them. The principle that employees are to be presumed to support a union in the same ratio as those whom they replace might ordinarily carry the day for the union, and has not been effectively shown not to apply by the proof of disaffection. That evidence was wholly hearsay, not entitled to much weight, and was detracted from further by the fact that it was largely reported by a supervisor who employees would have known to be opposed to the Union, Clark.

However, in this case, those factors do not "stand alone." Here, there is the additional argument advanced by Respondent to the effect that the organizational efforts shown in the Union's efforts to handbill employees in September 1990, shortly before its discovery of the Board certification, amounts to an "abandonment" or "waiver" of the certification.

I have found no authority directly on this point, and none has been shown to me. However, after consideration, I have determined that such evidence does not rise to the level of clear or unambiguous intent to abandon or waive the rights and duties attending the Board's certification of some 3 years before.

The Union was apparently proceeding upon the incorrect premise that it did not have a certification, but I do not think such a mistake of fact is tantamount to a waiver or abandonment of the desire to represent the affected employees. The contrary is shown by the Union's efforts, sporadic and mistaken as they were, to secure recognition from Respondent, to persuade Respondent to bargain with it (whether on an individual basis or on a multiemployer basis), and even by the organizational efforts. That the Union desired at all times to represent the employees seems to me to be clear. It is the effectiveness of the Union's representation, and the accuracy of its information, which are questionable to me. However that may be, neither of these is sufficient to demonstrate an intent to "abandon any representative interest" in the unit employees.

Accordingly, I find and conclude that at all times the Union was entitled to recognition by Respondent as the representative of its employees in a unit appropriate for collective bargaining, and, by withdrawing recognition and refusing to bargain collectively with the Union following a proper request, Respondent has violated Section 8(a)(5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES ON COMMERCE

The activities of Respondent set forth in section III, above, found to constitute unfair labor practices occurring in connection with the operations of Respondent described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States

and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. THE REMEDY

Having found that Respondent has violated Section 8(a)(5) and (1) of the Act, I shall recommend that it be required to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. I shall recommend that Respondent be ordered to recognize and, on request, bargain with the Union as the bargaining representative of the employees in the appropriate unit and to post appropriate notices.

CONCLUSIONS OF LAW

1. Respondent, Oil Capital Electric, Inc., is now and has been at all times relevant an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, International Brotherhood of Electrical Workers, Local Union No. 584, is now, and at all times relevant herein, has been, a labor organization within the meaning of Section 2(5) of the Act.

3. All journeymen electricians and apprentice electricians employed by Respondent on job sites in the following Oklahoma Counties: Coal, Craig, Creek, Delaware, Hughes, Mayes, Nowata, Okfuskee, Okmulgee, that portion of Osage east of State Highway No. 18, (Eagle, Indian, Mound and Union Townships) in Payne, only, Pittsburgh, Rogers, Tulsa, (Adams Creek, Cherokee, Coal Creek, Creek, Lone Star and Shahan Townships) in Wagoner, and Washington; EXCLUDING, all other employees, including office clerical employees, warehouse employees, material expeditors, estimators, drivers, professional and technical employees, shop fabricators, sales personnel, other craft employees and guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of the Act.

4. At all times material, the Union has been and is the exclusive bargaining representative of all the employees within the above-described unit appropriate for the purposes of collective bargaining within the meaning of the Act.

5. Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain in good faith with the Union as the exclusive representative of the employees in the appropriate unit.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law and on the entire record,⁵ I issue the following recommended⁶

ORDER

The Respondent, Oil Capital Electric, Inc., Tulsa, Oklahoma, its officers, agents, successors, and assigns, shall

⁵ All outstanding motions inconsistent with the results of this decision, if any, are overruled.

⁶ 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.

1. Cease and desist from

(a) Refusing to recognize and bargain with the Union as the exclusive bargaining representative of its employees in the appropriate bargaining unit set forth below.

(b) 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.⁷

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

(a) On request, recognize and bargain collectively with International Brotherhood of Electrical Workers, Local Union No. 584, as the exclusive collective-bargaining representative with respect to its employees in the unit described below, regarding wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement. The appropriate unit is:

All journeymen electricians and apprentice electricians employed by Oil Capital Electric, Inc. on job sites in the following Oklahoma Counties: Coal, Craig, Creek, Delaware, Hughes, Mayes, Nowata, Okfuskee, Okmulgee, that portion of Osage east of State Highway No. 18, (Eagle, Indian, Mound and Union Townships) in Payne, only, Pittsburgh, Rogers, Tulsa, (Adams Creek, Cherokee, Coal Creek, Creek, Lone Star and Shahan Townships) in Wagoner, and Washington; EXCLUDING, all other employees, including office clerical employees, warehouse employees, material expeditors, estimators, drivers, professional and technical employees, shop fabricators, sales personnel, other craft employees and guards and supervisors as defined in the Act.

(b) Post at its facilities described in the description of the unit, above, copies of the attached notice marked "Appendix."⁸ 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.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

⁷ I provide for a narrow order herein in view of the lack of a broad variety of unfair labor practices committed by Respondent. In my opinion, the narrow type of unfair labor practice committed by Respondent is insufficient to demonstrate Respondent's disregard for the statutory protections afforded employees by the Act. In such circumstances a narrow order is warranted. See *Hickmott Foods*, 242 NLRB 1357 (1979).

⁸ 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 recognize and, on request, bargain collectively with the labor organization named above in the appropriate bargaining unit set forth below.

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

WE WILL, on request, bargain collectively with International Brotherhood of Electrical Workers, Local Union No. 584, as the exclusive bargaining representative for our employees in the unit described, below, with respect to wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed contract. The appropriate unit is:

All journeymen electricians and apprentice electricians employed by Oil Capital Electric, Inc. on job sites in the following Oklahoma Counties: Coal, Craig, Creek, Delaware, Hughes, Mayes, Nowata, Okfuskee, Okmulgee, that portion of Osage east of State Highway No. 18, (Eagle, Indian, Mound and Union Townships) in Payne, only, Pittsburgh, Rogers, Tulsa, (Adams Creek, Cherokee, Coal Creek, Creek, Lone Star and Shahan Townships) in Wagoner, and Washington; EXCLUDING, all other employees, including office clerical employees, warehouse employees, material expeditors, estimators, drivers, professional and technical employees, shop fabricators, sales personnel, other craft employees and guards and supervisors as defined in the Act.

OIL CAPITAL ELECTRIC, INC.