JD(ATL)–03–09
Atlanta, GA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 85

and **CASE 10–CB–8770**

PRICE INDUSTRIES, INC.

Ellen K. Hampton, Esq., for the General Counsel.
John T. Neighbours, Esq., of Indianapolis, Indiana, for the Charging Party
Norman J. Slawsky, Esq., of Atlanta, Georgia, for the Respondent.

BENCH DECISION AND CERTIFICATION

KELTNER W. LOCKE, Administrative Law Judge: I heard this case on December 1, 2008 in Atlanta, Georgia. On January 5, 2009, I heard oral argument, and on January 8, 2009, issued a bench decision pursuant to Section 102.35(a)(10) of the Board's Rules and Regulations, setting forth findings of fact and conclusions of law. In accordance with Section 102.45 of the Rules and Regulations, I certify the accuracy of, and attach hereto as "Appendix A," the portion of the transcript containing this decision.[1] The Conclusions of Law, Remedy, Order and Notice provisions are set forth below.

In concluding that the parties had reached a meeting of the minds by November 29, 2007 concerning all terms of the Effects Agreement, I note that Respondent's business representative, Joel Portwood, and all members of the Union's negotiating committee signed the Agreement on that date, followed by management's signatures the next day. In *Windward Teachers Association (Windward School)*, 346 NLRB 1148, 1150–1151 (2006), the Board stated that the "parties concluded that session with handshakes and mutual expressions of satisfaction on their successful negotiation of a contract. Such conduct is a hallmark indication that a binding agreement has been reached at the end of negotiations." Needless to say, the negotiators' signatures on the agreement itself similarly are a hallmark indication that a binding agreement has been reached.

[1] The bench decision appears in uncorrected form at pages 391 through 406 of the transcript. The final version, after correction of oral and transcriptional errors, is attached as Appendix A to this Certification.

With respect to the Union's argument that the employees at the Winder plant were an accretion to the existing bargaining unit at the Suwanee plant, I note that the Union has admitted that the Winder production and maintenance unit described in the Complaint is an appropriate unit for collective bargaining. The Board has held that the doctrine of accretion will not be applied where the employee group sought to be added to an established bargaining unit is so composed that it may separately constitute an appropriate bargaining unit. *Certco Distribution Centers*, 346 NLRB 1214 (2006); *Hershey Foods Corp.*, 208 NLRB 452, 458 (1974). Therefore, the Winder plant employees cannot constitute an accretion to the Suwanee bargaining unit.

Conclusions of Law

1. The Respondent, Sheet Metal Workers International Association, Local 85, is a labor organization within the meaning of Section 2(5) of the Act.

2. The Charging Party, Price Industries, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, Respondent has been the exclusive bargaining representative, within the meaning of Section 9(a) of the Act, of an appropriate bargaining unit consisting of production and maintenance employees employed by the Charging Party at its Suwanee, Georgia facility, and has been recognized as such by the Charging Party. This recognition has been embodied in successive collective–bargaining agreements, the most recent of which is effective from March 1, 2006 through midnight February 28, 2009.

4. At all material times, Respondent has been the exclusive bargaining representative, within the meaning of Section 9(a) of the Act, of an appropriate bargaining unit consisting of production and maintenance employees employed by the Charging Party at its "Winder" facility in Auburn, Georgia, and has been recognized as such by the Charging Party. This recognition is embodied in an "Effects Agreement" executed by the Respondent on November 29, 2007 and by the Charging Party on November 30, 2007.

5. On about November 29, 2007, Respondent and Charging Party reached complete agreement on the terms of a collective–bargaining agreement applicable to the bargaining unit employees at the "Winder" facility in Auburn, Georgia.

6. On about April 18, 2008, the Charging Party provided Respondent with a written contract embodying the terms and conditions of employment to which the Respondent and Charging Party had agreed, as described above in paragraph 5. Since about April 18, 2008, the Charging Party has requested that Respondent execute this written agreement.

7. Since about May 14, 2008, the Respondent has refused to execute a written contract embodying the terms of its agreement with Charging Party described in paragraph 5, above.

8. By engaging in the conduct described above, Respondent has failed to bargain in good faith, as defined in Section 8(d) of the Act, and has violated Section 8(b)(3) of the Act.

9. The aforesaid unfair labor practices are unfair labor practices affecting 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, 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, including execution of a written document which embodies the terms of the agreement it reached with the Charging Party, and posting the notice to employees attached hereto as Appendix B.

During oral argument, the Charging Party urged that the Board should consider "unusual remedies that go beyond merely a cease and desist [order]. For example, matters that would reimburse the company for the expenses that they've had to incur because of the union's violation of the Act." However, the Board has cautioned that the assessment of such costs is an extraordinary remedy not ordinarily imposed and is inappropriate when a respondent's defenses are "debatable" rather than "frivolous." See, e.g., *KIMA–TV*, 324 NLRB 1148 (1997).

Although I have rejected the Respondent's defenses, I do not conclude that they are so manifestly frivolous as to warrant imposition of an extraordinary remedy. Therefore, I decline to recommend such a remedy.

On the findings of fact and conclusions of law herein, and on the entire record in this case, I issue the following recommended[2]

ORDER

The Respondent, Sheet Metal Workers International Association, Local 85, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Failing and refusing to execute a written contract embodying the terms of the agreement it reached with the Charging Party on about November 29, 2008.

(b) In any like or related manner 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, execute the written contract embodying the terms of the agreement it reached with the Charging Party on about November 29, 2008.

[2] If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, these findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board, and all objections to them shall be deemed waived for all purposes.

(b) Within 14 days after service by the Region, post at its offices in Atlanta, Georgia, copies of the attached notice marked "Appendix B."[3] Copies of the notice, on forms provided by the Regional Director for Region 10, 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) 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 Regional Director attesting to the steps that the Respondent has taken to comply.

Dated Washington, D.C., February 18, 2009.

Keltner W. Locke
Administrative Law Judge

[3] If this Order is enforced by a judgment of the 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."**

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Bench Decision

This decision is issued pursuant to Section 102.35(a)(10) and Section 102.45 of the Board's Rules and Regulations. I conclude that Respondent violated Section 8(b)(3) of the Act as alleged in the Complaint.

Procedural History

This case began on August 26, 2008, when the Charging Party, Price Industries, Inc., filed its initial unfair labor practice charge against Sheet Metal Workers International Association, Local 85, which I will refer to as the "Union" or the "Respondent." On October 28, 2008, after investigation of the charge, the Regional Director for Region 10 of the National Labor Relations Board issued a Complaint and Notice of Hearing, which I will call the "Complaint." In issuing this complaint, the Regional Director acted on behalf of the General Counsel of the Board, whom I will refer to as the "General Counsel" or as the "government." Respondent filed a timely Answer, dated October 31, 2008.

On December 1, 2008, a hearing opened before me in Atlanta, Georgia. Following the presentation of evidence, I adjourned the proceeding until January 5, 2009, so that counsel would have sufficient opportunity to receive and review the transcript and to prepare for oral argument. On January 5, 2009, the hearing resumed by telephone conference call, and counsel presented oral argument. Today, January 8, 2009, I am issuing this bench decision.

Admitted Allegations

In its Answer, Respondent admitted the allegations raised in Complaint paragraphs 1, 2, 3, 4, 5, 6(f), 6(g), 6(h), 7, 8, 9, 11, 12(a), 12(b) and 12(c). Accordingly, I find that the government has proven these allegations.

Thus, I find that the unfair labor practice charge was filed and served as alleged.

Respondent has admitted, and I find, that at all material times it has been a labor organization within the meaning of Section 2(5) of the Act, and the exclusive bargaining representative of certain employees of Price Industries, Inc., which I will call the "Employer." Based on Respondent's admissions, I conclude that the Employer is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and that it satisfies the Board's standards for the exercise of its jurisdiction. Because Respondent is the exclusive representative of employees of an employer subject to the Board's jurisdiction, Respondent also is subject to the Board's jurisdiction.

Respondent has admitted, and I find, that the following unit is a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

> All production (including lead persons) and maintenance employees of the Employer in the production unit at 2075 Shawnee Ridge Court, Suwanee,

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> Georgia, excluding only supervisors, office clerical help, sales staff, salaried employees, watchmen and guards.

Respondent also has admitted, and I find, that at all material times it has been, and is now, by virtue of Section 9(a) of the Act, the exclusive representative of all employees in this unit, which I will refer to as the "Suwanee unit." Further, based upon Respondent's admissions, I find that the Employer has recognized Respondent to be the exclusive representative and that this recognition has been embodied in successive collective bargaining agreements, the most recent of which is effective from March 1, 2006 through midnight February 28, 2009.

Respondent has admitted, and I find, that the following employees constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

> All production (including lead persons) and maintenance employees of the Employer in the production unit at 1290 Barrow Industrial Parkway, Auburn, Georgia 30011, excluding only supervisors, office clerical help, sales staff, salaried employees, watchmen and guards.

The employees in this unit work at Respondent's plant at Winder, Georgia. For brevity, I will refer to this unit as the "Winder unit."

Respondent's Answer admits that since on or about May 14, 2008 and at all material times, it has been and is now, by virtue of Section 9(a) of the Act, the exclusive representative of all employees in the Winder unit and has been recognized as such by the Employer, pursuant to an agreement reached by the parties on or about November 30, 2007. I so find.

Respondent admits, and I find, that on or about April 18, 2008, the Employer provided Respondent with a written contract embodying the terms and conditions of employment to be applied to the Winder unit pursuant to the November 30, 2007 agreement. Respondent further admits, and I find, that since on or about May 14, 2008, the Employer has requested Respondent to execute the written contract embodying this agreement. Respondent also admits, and I find, that since on or about May 14, 2008, Respondent has refused to execute this written contract.

The Written Stipulation

On the day of hearing, the General Counsel, the Respondent and the Employer entered into a written stipulation which appears in the record as Joint Exhibit 1. In this stipulation, the parties agreed, among other things, that the Employer manufactured parts of air distribution systems. Some of these parts are painted and some are not. The unpainted parts are called "terminal" products and include devices to control air flow and pressure.

The parties further stipulated that on about August 15, 2007, the Employer met with the Union to discuss expansion of the business by relocation of the terminal products to a proposed new plant in Winder, Georgia, about 25 miles away from the existing plant in Suwanee, Georgia. At this time, about 450 employees worked in the bargaining unit at the Suwanee plant, and about

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148 of these employees were performing the work to be relocated. There was no room at the Suwanee plant for further expansion.

On November 29, 2007, Joel Portwood, who was then a Union business representative, and the four employees on the Union's negotiating team signed an "Effects Agreement." The next day, the Employer's president of U. S. operations and four other management officials signed this agreement.

It may be noted that Respondent's Answer denied the Complaint allegation that Portwood was Respondent's agent. However, in the written stipulation, the parties agreed that "Joel Portwood was a Business Representative and agent of the Union from March 2005 until July 2008. He acted as chief spokesperson for the Union during the negotiations of the Effects Agreement. . .and had authority to negotiate and sign" this agreement. Since July 2008, Portwood has no longer been an agent of the Union.

The parties further stipulated that as the date for commencement of production at the Winder plant approached, the Employer's director of human resources, Terry Isbell, transmitted a complete copy of the Winder collective bargaining agreement, as set forth in the Effects Agreement, to Union Business Agent Mike Spivey for execution. The transmittal letter is dated April 18, 2008.

Human Resources Director Isbell also sent the Union a May 14, 2008 email, requesting an update on execution of the Winder collective–bargaining agreement. In a July 24, 2008 letter to Union Business Representative Eric Herfurth, Isbell demanded that the Union execute the Winder collective–bargaining agreement.

The parties stipulated that the Union did not respond to these communications, but the parties have discussed the matter on various occasions. The stipulation states that "To date, the Union has declined to execute the Winder Collective Bargaining Agreement unless certain terms of the Effects Agreement and of the complete Winder Collective Bargaining Agreement described in the Effects Agreement are modified and submitted to a successful ratification vote."

The stipulation further provides that at all times from commencement of operations at the Winder plant in or about May 2008 through the present, nearly all of the Winder unit employees have transferred from the Union–represented Suwanee unit pursuant to the terms of the Effects Agreement.

The Effects Agreement

As already noted, the Respondent's agent, Joel Portwood, and the four employees on the Union's negotiating committee signed the Effects Agreement on November 29, 2007, and management representatives signed the agreement the next day. It provided, in part, that there would be a separate collective–bargaining agreement covering employees at the new Winder plant. The terms of this agreement were to be the same as those in the existing contract at the Suwanee facility, except for certain changes made by the Effects Agreement. These new terms

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concerned the rights of Suwanee employees to fill jobs at the Winder plant and the circumstances under which they could return to the Suwanee plant if they tried working at Winder and didn't like it.

Additionally, the effective dates of the Suwanee and Winder contracts were different. The term of the Suwanee collective–bargaining agreement is March 1, 2006 through midnight February 28, 2009. Thus, it is a three–year agreement, and it was in effect while the parties negotiated the effects agreement. On the other hand, the Winder agreement had a two–year term.

Specifically, the Effects Agreement provided that the "term of the Winder Agreement shall be for a period of two (2) years commencing on the date that the Winder Agreement is executed and expiring at midnight, two (2) consecutive years thereafter, and for successive periods of one (1) year thereafter, unless either party to the Winder Agreement notifies the other in writing at least sixty (60) days prior to the date of expiration of its intention to renegotiate or terminate the Winder Agreement."

The Effects Agreement specifically provided that "The Winder collective bargaining agreement shall be executed on or before the first day of operation of the Winder Plant as a separate collective bargaining agreement applicable only to the employees working at Winder."

The Effects Agreement went into considerable detail concerning the circumstances under which an employee at one of the plants could fill a position at the other. For example, if a Suwanee employee decided to follow his job to the Winder plant, he had 60 days to decide whether he wanted to stay at Winder or return to Suwanee. The Effects Agreement conditioned such an employee's right to return on the availability of a job suitable to the employee's skills. It also provided that "if the relocated employee is offered a vacant position for return to Suwanee, but then decides not to accept the offered position, the employee then forfeits the right to return to the Suwanee plant and from that date will be considered only a Winder employee."

The overall thrust of the Effects Agreement might be summarized this way: It established a kind of "safety net" for Suwanee employees who were willing to take jobs at the new Winder plant. Thus, in general, it established the terms and conditions of employment for the bargaining unit employees in the Winder unit. In general, these employees would enjoy the same wages, benefits and working conditions as the Suwanee unit employees, and they would also receive the additional job security spelled out in the Effects Agreement itself.

Thus, it would be tempting to view the Effects Agreement, and the collective–bargaining agreement it contemplated for the Winder plant, as solely protecting the Winder employees and having no effect on the employees who stayed at the Suwanee plant after the Winder facility opened. However, that impression would be somewhat misleading.

Paragraph 6 of the Effects Agreement stated, in part, that in "the event that a layoff occurs at *either* plant during the term of the Winder collective bargaining agreement, then any employee laid off from *either* plant shall have preferential right for employment at the other plant in the event an opening becomes available at the other plant so long as the laid off

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employee has the skills, qualifications and abilities to do the work of the vacant position at the other plant and only if the laid off employee has requested to fill a vacancy at the other plant." (Italics added.)

Thus, at least one part of the Effects Agreement applies to employees at both plants. Such a provision could raise the anxiety level of a labor lawyer who was intent on assuring that employees at the new plant would be in a bargaining unit entirely separate from the one at the old plant. Indeed, it appears clear that management negotiators were concerned about that very issue, the possibility that the new Winder bargaining unit might become just an accretion to the existing bargaining unit at the Suwanee facility.

Someone certainly was worried about that possibility enough to have the following language included in the Effects Agreement: "The Union specifically agrees that the right of a laid off employee to fill a vacancy at the other Price plant and to ultimately decide whether to accept recall to the plant from which he/she was laid off, or to remain at the other plant, is not a factor of accretion and will not be asserted by the Union as indicia of accretion and if any investigation regarding accretion is ever conducted the Union will specifically state in the investigation that the right of a laid off employee to either accept recall to the plant from which he/she was laid off or remain at the other plant is not evidence of accretion as that term is interpreted by the National Labor Relations Board."

The Employer's Demand and the Union's Response

As already noted, the Effects Agreement which Business Representative Portwood signed on January 29, 2008 specified the terms of the collective–bargaining agreement for the employees in the Winder bargaining unit. By letter dated April 18, 2008, the Employer's director of human resources sent Union Business Representative Mike Spivey two copies of this agreement. The letter stated, in part as follows:

> The enclosed contract copies also include three (3) Amendments and two (2) Side Letters that were part of the Suwanee Agreement. The Side Letters originally had Joel Portwood's name attached, so I just substituted your name in place of Joel's.
>
> If you would have the appropriate Union officials sign both copies on page 20, along with your signature on the Side Letters, and return everything to me, I will then have the appropriate Price officials do the same. Once this is completed, I will return one fully executed copy to you.

On May 14, 2008, the director of human resources, Terry R. Isbell, sent the Union an email which stated as follows:

> I'm following up to determine the status of the Winder contract. As you recall, I mailed you two (2) copies of the contract on April 18th, along with three (3) Amendments and two (2) Side Letters for your signature(s). These documents were virtually identical to those in place at the Suwanee plant, in accordance with

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the Effects Agreement. Since its [sic] now been almost a month, and I haven't heard from you, would you provide me with an update as to where this stands?

The parties have stipulated that the Employer also sent the Union a July 24, 2008 letter demanding execution of the Winder collective–bargaining agreement, and that, to date, "the Union has declined to execute the Winder Collective Bargaining Agreement unless certain terms of the Effects Agreement and of the complete Winder Collective Bargaining Agreement described in the Effects Agreement are modified and submitted to a successful ratification vote."

The Union did conduct a ratification vote in early June 2008. Although the Union sought the Employer's permission for the polling site to be on company property, the Employer declined. It took the position that the Union already had agreed to the Effects Agreement, and that, accordingly, no ratification vote was needed. The record indicates that management refused to allow the vote on the Employer's property because doing so might imply that the Employer agreed that a ratification vote was necessary.

Instead, the Union conducted the vote at a spot adjacent to the Employer's property. The voters rejected the agreement.

The record does not establish that a Union representative stated, at any time during the negotiation of the Effects Agreement, that it was subject to ratification by the membership or that it would not become effective until approved in a ratification vote. I conclude that the Union did not make such a statement.

However, the Union contends that during its longstanding relationship with the Employer, it has been the Union's practice to submit agreements reached at the bargaining table to a ratification vote. The Union argues that because of this practice, the Employer should have known that the Effects Agreement was not, in effect, a binding contract because it had not been ratified.

The Evidence

The Union's business manager, Ronald Whatley, supervises the business representatives. Whatley has been business manager for four years, and thus was Business Representative Portwood's supervisor at the time Portwood negotiated the Effects Agreement.

However, Portwood did not tell Whatley that he was engaged in such negotiations. Whatley testified that Portwood was a "rogue agent that was not telling me a lot about what he was doing at Price Industries."

Whatley also testified that "I did not know if an Effects Agreement was being negotiated until shortly before the last meeting in a series of meetings that I was not involved in."

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Based upon my observations of the witnesses, I conclude that Whatley's testimony is reliable and credit it. Therefore, I conclude that Whatley had little, if any, knowledge concerning the negotiation of the Effects Agreement.

Whatley also testified that it is the Union's practice that the Union negotiator does not sign an agreement until after a ratification vote. However, in this instance, Business Representative Portwood did not follow the standard practice. Whatley testified that Portwood "just signed it without ratifying it." I credit that testimony.

Analysis

In *International Brotherhood of Teamsters, Local Union No. 589 (Jennings Distribution Inc., a Division of Marine View Beverage Inc.)*, 349 NLRB 124 (2007), the Board stated that, "generally speaking, a union can condition agreement on the terms of a contract on ratification by the bargaining unit employees, as long as the employer is aware before or during negotiations of such a condition precedent, and has expressly agreed to it. *Observer–Dispatch*, 334 NLRB 1067, 1072 (2001). Whether actual ratification occurs, or whether the ratification process is fair and proper, is not relevant to the question of the existence of an agreement. What is relevant is what the union tells the employer about ratification."

In the present case, the record does not establish that the Union told the Employer that the Effects Agreement was conditioned on ratification or that it would not become effective until ratified. Under the somewhat unique circumstances present here, I do not conclude that the Employer reasonably should have known that ratification would be a condition precedent to agreement.

It is true that in the past, the Union had submitted collective–bargaining agreements to ratification votes. However,in those instances, the Union representative did not sign the agreement until after the voters had ratified it.

In view of this practice, it would be reasonable for the Employer to conclude that Portwood's signature on the agreement made it effective, then and there. Such a conclusion would be consistent with the common understanding that signing a contract makes it binding. The Employer had no reason to doubt such an understanding. That is particularly true because all four of the other Union negotiators also signed the Effects Agreement at the same time Portwood did.

Respondent has stipulated that Portwood was its agent. He clearly had authority to act on behalf of the Union and his signature on the Effects Agreement bound the Union. Therefore, I conclude that the agreement went into effect at the time Portwood signed it.

Respondent had a duty to execute a written agreement which embodied the agreement it reached at the bargaining table. Respondent's failure to sign therefore violated Section 8(b)(3). *General Teamsters Union Local 662 (W.S. Darley & Company), 339 NLRB 893 (2003)*.

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To the extent that Respondent raises accretion as a defense, I must reject that argument. Clearly, the single plant unit was appropriate and the evidence falls far short of the proof necessary to establish an accretion. Moreover, I infer from the Effects Agreement that the parties were of one mind that the Winder unit was separate and distinct from the Suwanee unit.

When the transcript of this proceeding has been prepared, I will issue a Certification which attaches as an appendix the portion of the transcript reporting this bench decision. This Certification also will include provisions relating to the Findings of Fact, Conclusions of Law, Remedy, Order and Notice~. When that Certification is served upon the parties, the time period for filing an appeal will begin to run.

Throughout this proceeding, all counsel have demonstrated civility and professionalism, which I truly appreciate. The hearing is closed.

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NOTICE TO MEMBERS
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 on your behalf with your employer
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 sign the collective–bargaining agreement which was submitted to us by Price Industries, Inc. for our signature, and which embodies the agreement we reached with Price Industries, Inc. on about November 29, 2007, concerning the terms and conditions of employment for employees in the bargaining unit we represent at the Winder, Georgia plant.

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

WE WILL, on request, forthwith execute the collective–bargaining agreement which was submitted to us by Price Industries, Inc., for our signature.

SHEET METAL WORKERS INTERNATIONAL ASSOCIATEION, LOCAL 85

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

233 Peachtree Street, N.E., Harris Tower, Suite 1000, Atlanta, Georgia 30303-1531
Hours: 8 a.m. to 4:30 p.m.
404-331-2896.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 205-933-3013