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Catskill Mountain Mechanical Corp. and its alter ego, Plant Maintenance Services, Inc. *and* Iron Workers Local Union No. 12, AFL–CIO. Case 3–CA–26213

November 5, 2008

DECISION AND ORDER

BY CHAIRMAN SCHAUMBER AND MEMBER LIEBMAN

The General Counsel seeks summary judgment[1] in this case on the ground that the Respondent has withdrawn its answers to the complaint. Upon a charge and an amended charge filed by the Union on February 28 and April 23, 2007, respectively, the General Counsel issued the complaint on June 25, 2007, against Catskill Mountain Mechanical Corp. (Respondent Catskill Mountain) and its alter ego Plant Maintenance Services, Inc. (Respondent Plant Maintenance), collectively called the Respondent, alleging that it has violated Section 8(a)(5), (3), and (1) of the Act. On July 9, 2007, Respondent Catskill Mountain and Respondent Plant Maintenance filed separate answers and, on March 21, 2008, separate amended answers to the complaint. On April 8, 2008, the General Counsel filed a Motion for Summary Judgment. On June 30, 2008, the Board denied the Motion for Summary Judgment.[2] Thereafter, on August 25, 2008, by separate letters, Respondent Catskill Mountain and Respondent Plant Maintenance withdrew their answers.

On September 12, 2008, the General Counsel filed another Motion for Summary Judgment with the Board. On September 17, 2008, 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.

Ruling on Motion for Default Judgment[3]

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the 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 states that unless the answer was received by the Regional Office on or before July 9, 2007, the Board may find that the allegations in the complaint are true. Although Respondent Catskill Mountain and Respondent Plant Maintenance filed separate answers and amended answers to the complaint, those answers were subsequently withdrawn. The 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.[4]

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 Catskill Mountain, a limited liability corporation with its principal place of business located at 19 Coons Road, Coeymans, New York, and a place of business located at 13880 State Route 92, West Coxsackie, New York, has been engaged in the building and construction industry as a contractor serving the cement and other industries.

At all material times, Respondent Plant Maintenance, a corporation, with its place of business located at 13880 State Route 92, West Coxsackie, New York, has been engaged in the building and construction industry as a contractor serving the cement and other industries.

At all material times, Respondent Catskill Mountain and Respondent Plant Maintenance have had substantially identical management, business purpose, operations, equipment, customers, as well as ownership.

On about a date presently unknown in September 2006, Respondent Plant Maintenance was established by Respondent Catskill Mountain as a subordinate instrument to and a disguised continuation of Respondent Catskill Mountain.

[1] The General Counsel's motion requests summary judgment on the ground that Respondent Catskill Mountain and Respondent Plant Maintenance have withdrawn their answers to the complaint. Accordingly, we construe the General Counsel's motion as a motion for default judgment.

[2] 352 NLRB No. 101.

[3] Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Chairman Schaumber and Member Liebman constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act.

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

Based on its operations described above, Respondent Plant Maintenance and Respondent Catskill Mountain constitute a single-integrated business and have been at all material times alter egos and a single employer within the meaning of the Act.

During the 12-month period preceding the issuance of the complaint, the Respondent, in conducting its business operations described above, derived gross revenues in excess of $100,000 and purchased and received at its office and jobsites located in the State of New York goods valued in excess of $50,000 from other enterprises, including Greene Equipment Rentals, Northeast Gas Technologies, and Kivort Steel, each of which other enterprises had received these goods directly from outside the State of New York.

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 Iron Workers Local Union No. 12, AFL–CIO, 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 are agents of the Respondent within the meaning of Section 2(13) of the Act:

Brenda Shields	Owner/Director—Respondent Catskill Mountain
Martin Shields	Manager—Respondent Catskill Mountain; Owner and Manager—Respondent Plant Maintenance
Robert Austin	Human Resources/Safety Officer—Respondent Catskill Mountain; Operations Manager/Human Resources Officer—Respondent Plant Maintenance
Orville Boehkle	Supervisor—Respondent Catskill Mountain; Supervisor—Respondent Plant Maintenance
Paul Bendick	Field Operations Manager—Respondent Catskill Mountain

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

> All journeymen and apprentices iron workers employed by Respondent in the geographical jurisdictional area of the Union; excluding all other employees, office clericals, guards and supervisors as defined in the Act.

On April 9, 2004, Respondent Catskill Mountain, an employer engaged in the construction industry, granted recognition to the Union as the limited exclusive collective-bargaining representative of the unit by signing a letter of assent agreeing to be bound to the collective-bargaining agreement between the Union and Upstate Iron Workers Employer's Association, Inc., effective May 1, 2003, to April 30, 2006, and any successor agreements, including the collective-bargaining agreement effective May 1, 2006, to April 30, 2009, without regard to whether the majority status of the Union has ever been established under the provisions of Section 9 of the Act.

At all material times, based on Section 9(a) of the Act, the Union has been, and will be, the limited exclusive collective-bargaining representative of the unit.[5]

On about December 7, 2006, at the Lafarge Cement jobsite in Ravena, New York, the Respondent, by Paul Bendick, informed employees that they were being laid off because Respondent Catskill Mountain was abrogating its collective-bargaining agreement with the Union and would no longer employ members of the Union.

On about December 7, 2006, the Respondent laid off the following named employees: Liam Haley, Vernon Moore, and Clifton Winchester.

The Respondent engaged in the conduct described above because the named employees joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

Since about October 2006, the Respondent has ceased to continue in force and effect the collective-bargaining agreement effective May 1, 2006, to April 30, 2009 referred to above, and has unilaterally abrogated, rescinded, and repudiated the collective-bargaining agreement.

About December 4, 2006, in writing, the Union requested the Respondent to provide information, set forth in appendix A, concerning the relationship between Respondent Catskill Mountain and Respondent Plant Maintenance. The information requested by the Union is relevant and necessary to the Union's performance of its duties as the limited exclusive collective-bargaining rep-

[5] The complaint alleges that Respondent Catskill Mountain 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 (1994).

resentative of the unit. Since about December 4, 2006, the Respondent has failed to furnish the information.

CONCLUSIONS OF LAW

1. By the acts and conduct described above, the Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

2. By the acts and conduct described above, the Respondent has been discriminating in regard to the hire, tenure, or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization, in violation of Section 8(a)(3) and (1) of the Act.

3. By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively with the limited exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(5) and (1) of the Act.

The unfair labor practices of the Respondent described above 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)(3) and (1) by laying off Liam Haley, Vernon Moore, and Clifton Winchester on December 7, 2006, because they joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities, we shall order the Respondent to offer Haley, Moore, and Winchester full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent jobs, without prejudice to their seniority or any other rights or privileges previously enjoyed. Further, the Respondent shall make Liam Haley, Vernon Moore, and Clifton Winchester whole for any loss of earnings and other benefits suffered as a result of the discrimination against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The Respondent shall also be required to expunge from its files any and all references to the unlawful layoffs of Liam Haley, Vernon Moore, and Clifton Winchester, and to notify them in writing that this has been done and that the unlawful layoffs will not be used against them in any way.

In addition, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act since October 2006 by failing to continue in force and effect the terms and conditions of the May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union and by unilaterally abrogating, rescinding, and repudiating the agreement, we shall order the Respondent to honor the terms and conditions of the agreement with the Union, and any automatic renewal or extension of it. We shall also order the Respondent to make whole its unit employees for any loss of earnings and other benefits which they have suffered as a result of the Respondent's failure to continue in effect all the terms of the agreement. Such amounts are 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*, supra.

We shall also order the Respondent to make all contractually required benefit fund contributions that have not been made since October 2006, including any additional amounts due the funds in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 6 (1979). The Respondent shall reimburse unit employees for any expenses ensuing from its failure to make the required contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir. 1981). Such amounts are to be computed in the manner set forth in *Ogle Protection Service*, supra, with interest as prescribed in *New Horizons for the Retarded*, supra.[6]

Further, in order to remedy the Respondent's failure to utilize the Union's hiring hall since October 2006, as required by the May 1, 2006, to April 30, 2009 collective-bargaining agreement, we shall order the Respondent to offer immediate and full employment to those applicants who would have been referred to the Respondent for employment by the Union were it not for the Respondent's unlawful conduct, and to make them whole for any losses suffered by reason of the Respondent's failure to hire them.[7] Backpay is to be computed in ac-

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

[7] We leave to the compliance stage the determination of which, if any, employees fall into this category.

In this regard, Chairman Schaumber does not now decide issues concerning the validity of *J. E. Brown Electric*, 315 NLRB 620 (1994). See concurring opinions in *J. E. Brown*, and in *Coulter's Carpet*, 338 NLRB 732 (2002). See also dissenting opinions in *M. J. Wood*, 325 NLRB 1065, 1068 fn. 9 (1998), and *Baker Electric*, 317 NLRB 335, 336 fn. 4 (1995).

cordance with *F. W. Woolworth Co.*, supra, with interest as prescribed in *New Horizons for the Retarded*, supra. Reinstatement and backpay issues will be resolved by a factual inquiry at the compliance stage of the proceeding. *J. E. Brown Electric*, supra.

Finally, having found that the Respondent violated Section 8(a)(5) and (1) by failing to provide the Union with information that is necessary and relevant to its role as the limited exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested in its letter of December 4, 2006.

ORDER

The National Labor Relations Board orders that the Respondent, Catskill Mountain Mechanical Corp. and its alter ego, Plant Maintenance Services, Inc., Coeymans and West Coxsackie, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Informing employees that they are being laid off because Respondent Catskill Mountain was abrogating its May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union and that Respondent Catskill Mountain would no longer employ members of the Union.

(b) Laying off employees because they form, join, or assist the Union, or any other labor organization, or engaged in concerted activities, or to discourage employees from engaging in these activities.

(c) Failing and refusing to bargain collectively and in good faith with the Iron Workers Local Union No. 12, AFL–CIO as the limited exclusive collective-bargaining representative of the employees in the following unit by failing to continue in effect all of the terms and conditions of the May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union, and by unilaterally abrogating, rescinding, and repudiating the collective-bargaining agreement. The appropriate unit is:

> All journeymen and apprentices iron workers employed by Respondent in the geographical jurisdictional area of the Union; excluding all other employees, office clericals, guards and supervisors as defined in the Act.

(d) Failing to furnish the Union with information that is necessary and relevant 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) Within 14 days from the date of this Order, offer Liam Haley, Vernon Moore, and Clifton Winchester full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

(b) Make whole Liam Haley, Vernon Moore, and Clifton Winchester for any loss of earnings and other benefits suffered as a result of their unlawful layoffs, with interest, in the manner set forth in the remedy section of this Decision.

(c) Within 14 days from the date of this Order, remove from its files all references to the unlawful layoffs of Liam Haley, Vernon Moore, and Clifton Winchester, and within 3 days thereafter, notify them in writing that this has been done and that the unlawful layoffs will not be used against them in any way.

(d) Continue in force and effect all the terms and conditions of the May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union as the limited exclusive collective-bargaining representative of the unit employees.

(e) Make whole the unit employees for any loss of earnings and 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.

(f) Offer immediate and full employment to those applicants who would have been referred to the Respondent for employment by the Union were it not for the Respondent's unlawful conduct, and make them whole for any loss of earnings and other benefits suffered as a result of the Respondent's failure to hire them, with interest, in the manner set forth in this decision.

(g) Furnish the Union with the information it requested in its letter of December 4, 2006.

(h) 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 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.

(i) Within 14 days after service by the Region, post at its facilities in Coeymans and West Coxsackie, New York, copies of the attached notice marked "Appendix B."[8] Copies of the notice, on forms provided by the Regional Director for Region 3, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 4, 2006.

(j) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. November 5, 2008

Peter C. Schaumber, Chairman

Wilma B. Liebman, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[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 A

INTERNATIONAL ASSOCIATION
OF
Bridge, Structural and Ornamental Ironworkers
LOCAL UNION NO. 12
ALBANY AND VICINITY

900 LARK DRIVE
ALBANY, NEW YORK 12207
TELEPHONE 436-1294
FAX 518-436-6781

December 4, 2006

Via First Class Mail And Certified Mail/ RRR

To: Catskill Mountain Mechanical
13880 State Route 9 W
West Coxsackie New York 12192

Re: Catskill Mountain Mechanical Corp. [Catskill Mountain Mechanical Corp.] d/ b/a Plant Maintenance Service,

Dear Sir/ Madam:
It has come to this union's attention that Catskill Mountain Mechanical and / or its principal (s) has an ownership interest in or a relationship with Plant Maintenance Service.
[" Plant Maintenance Service"] and that Plant Maintenance Services may be performing work of the type covered by the bargaining agreement between this Union and Catskill Mountain Mechanical.
In order for this Union to police the existing collective bargaining agreement, it is necessary for us to have the following information from you:

1. Identify the officers of Catskill Mountain Mechanical and Plant Maintenance Services since August 1, 2004.

2. Identify the shareholders and / or owner of Catskill Mountain Mechanical and Plant Maintenance Services since August 1, 2006.

3. Identify any person formerly employed by Catskill Mountain Mechanical who have been or who are now employed by Plant Maintenance Services and identify the capacity of their employment. For each entity and the time period of such employment, as well as the location of such employment.

4. Set forth when Catskill Mountain Mechanical and Plant Maintenance Service were established and / or incorporated, and identify the work Plant Maintenance Services has

performed within the jurisdiction that would be covered by the collective bargaining agreement between this local and Catskill Mountain Mechanical.

5. For each of the jobs or projects, identify the number of employees utilized by Plant Maintenance Services in the performance of work that is of the same type as that covered by the above-referred to collective bargaining agreement. For each employee, identify and state the length of hours of employment.

6. Identify and equipment owned by Catskill Mountain Mechanical and / or Plant Maintenance Services which is leased to or utilized by the other. Set forth the financial arrangement, if any, governing such use of equipment, state whether the arrangement is in writing:

7. Identify jobs witch have been bid by Catskill Mountain Mechanical and state with respect to each such job whether or not Plant Maintenance Services also bid the job.

8. Identify any work that has been let or transferred from one of the above companies to the other.

9. Identify any work performed by one of the above companies and which was estimated or bid by another of the companies.

10. With respect to any job or project performed by Catskill Mountain Mechanical, state whether or not Plant Maintenance Services performed work or was present on the same job.

11. State whether any employees or any personnel affiliated with either of the above companies are sometimes employed by the other company or received remuneration from the other company, and if so describe the circumstances under which that has occurred or occurs.

12. State the business location (s) by number, street and Mailing address of each of the above companies since its incorporation and/ or establishment.

13. Identify the time period and terms by which either of the companies provide office space or office services to or for the other company.

14. State the business phone numbers of Catskill Mountain Mechanical and Plant Maintenance Services since March 1, 2004.

15. Identify amount (s) involved, reason (s) for, and date (s) of transfers of any funds between Catskill Mountain Mechanical and Plant Maintenance Services or the principal (s)
of those companies.

16. Identify source (s) and amount (s) of the line (s) of credit, past or present, of each company since March 1,2004.

17. Identify amount (s) involved, dates, and where applicable, projects, when either of the companies has operated with a guarantee of performance by the other company or their principal (s).

18. Identify all projects where either of the companies posted a labor and material payment bond and / or performance bond.

19. For each such project identified in your answer to question 18, provide the following information: name and location of project (s), dollar value of contract (s), identity of surety, copies of all documentation submitted to surety in support of the applications to obtain the bond (s) ; copies of all bonds.

20. Identify each company's present or past billing or office materials suppliers since March 1, 2004.

21. Identify businesses that use or have used the tools or equipment of each company since March 1, 2004.

22. Identify those of the following services that are or have provided to either of the companies by or at the other company, setting forth dates and identity of persons providing such services: drafting, engineering, estimating, bidding, managerial, negotiating jobs, pattern making, sketching, and any other services (described) ; and state the monies paid, if any, between the companies relative to the services.

23. Identify customer, past or present, referred by either of the companies or their principal (s) to the other company.

24. Identify any customers past or present of either of the companies who have been or are now customers of the other company. In each such case, state the calendar period and dollar volume of business performed for the customer.

25. For each company, identify the directors since March 1, 2004.

If you are unable to provide all the information requested, please supply the information you have and state under oath that you cannot furnish the rest.

Please provide this information within two (2) weeks of receipt of this letter.

CC: Jennifer A. Clark, Esq.
Upstate Ironworkers Employers Association
John Gorzynski

Sincerely,
Iron Workers Local Union No.12

By _____
Peter J. Cossack
Business Manager

APPENDIX B

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 inform employees that they are being laid off because we abrogated our collective-bargaining agreement with the Union and that we would no longer employ members of the Union.

WE WILL NOT lay off employees because they form, join, or assist the Union, or any other labor organization, or engaged in concerted activities, or to discourage employees from engaging in these activities.

WE WILL NOT fail to bargain collectively and in good faith with the Iron Workers Local Union No. 12, AFL–CIO as the limited exclusive collective-bargaining representative of the employees in the following unit by failing to continue in effect all of the terms and conditions of the May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union, and unilaterally abrogating, rescinding, and repudiating said collective-bargaining agreement. The appropriate unit is:

All journeymen and apprentices iron workers employed by us in the geographical jurisdictional area of the Union; excluding all other employees, office clericals, guards and supervisors as defined in the Act.

WE WILL NOT fail to furnish the Union with information that is necessary and relevant 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 guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Liam Haley, Vernon Moore, and Clifton Winchester full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

WE WILL make Liam Haley, Vernon Moore, and Clifton Winchester whole for any loss of earnings and other benefits suffered as a result of their unlawful layoffs, with interest.

WE WILL, within 14 days from the date of this Order, remove from our files all references to the unlawful layoffs of Liam Haley, Vernon Moore, and Clifton Winchester, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the unlawful layoffs will not be used against them in any way.

WE WILL continue in force and effect all the terms and conditions of the May 1, 2006, to April 30, 2009 collective-bargaining agreement with the Union as the limited exclusive collective-bargaining representative of the unit employees.

WE WILL make whole the unit employees for any loss of earnings and benefits suffered as a result of our unlawful conduct, with interest.

WE WILL offer immediate and full employment to those applicants who would have been referred to us for employment by the Union were it not for our unlawful conduct, and make them whole for any loss of earnings and other benefits suffered as a result of our failure to hire them, with interest.

WE WILL furnish the Union with the information it requested in its letter of December 4, 2006.

CATSKILL MOUNTAIN MECHANICAL CORP. AND ITS ALTER EGO, PLANT MAINTENTANCE SERVICES, INC.