Amado Electric, Inc. *and* Local Union No. 570 of the International Brotherhood of Electrical Workers, AFL-CIO. Case 28-CA-4460

September 8, 1978

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS PENELLO AND MURPHY

On April 21, 1978, Administrative Law Judge James T. Barker issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions, and the General Counsel filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Amado Electric, Inc., Tucson, Arizona, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

[1] Members Penello and Murphy agree with the Administrative Law Judge's conclusion, which was not excepted to, that Respondent was not free to withdraw recognition under Sec. 8(f) of the Act, because the General Counsel demonstrated that the Union represented a majority at the time Respondent withdrew recognition. See *Haberman Construction Company*, 236 NLRB 79 (1978). In addition, even had the General Counsel failed to show that the Union represented a majority of Respondent's employees, Respondent would not be free to repudiate the agreement because Respondent was a member of a multiemployer bargaining association. Thus, Respondent's employees would constitute only a small segment of the appropriate unit. See *Authorized Air Conditioning Co.*, 236 NLRB 131 (1978).

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT refuse to abide by the terms of the two collective-bargaining agreements entered into with the Union on August 9, 1976.

WE WILL NOT, during the effective periods of said two agreements, refuse to recognize and bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment, with Local Union No. 570, International Brotherhood of Electrical Workers, AFL-CIO, as the exclusive bargaining representative of the employees in the following appropriate unit:

All employees employed by the Respondent engaged in residential and commercial electrical work, excluding guards, watchmen, and supervisors as defined in the Act.

WE WILL NOT unilaterally change the wage rates or other terms and conditions of employment of employees in the above-described appropriate unit during the terms of any union contract without first reaching agreement with the Union about such changes.

WE WILL NOT discharge our employees because they are not willing to accept lesser wages and working conditions than those specified in the two contracts between us and the Union.

WE WILL NOT in any other manner interfere with, restrain, or coerce any of our employees in the exercise of the right to engage in self-organization, to bargain collectively through representatives of their own choosing, or to act together for collective bargaining or mutual aid or protection, or to refrain from any or all such activities.

WE WILL, upon request, recognize and bargain with the Union for employees in the appropriate unit above described, as required by the two contracts between us and the Union signed on August 9, 1976.

WE WILL, upon request, rescind any and all unilateral changes made by us on and after June 1, 1977, in our wages, wage rates, and other terms and conditions of employment during the effective period of the two contracts signed by us and the Union on August 9, 1976.

WE WILL restore and place in effect all terms and conditions of employment provided by the Residential Wiring Agreement and the Inside Agreement which were unilaterally changed by us if the Union so requests.

WE WILL honor and give retroactive effect from June 1, 1977, to all of the terms and conditions of the Residential Wiring Agreement and the Inside Agreement, and make whole its employees for losses they may have suffered by reason of its failure to honor and apply the terms of the Residential Wiring Agreement and the Inside Agreement, together with interest.

WE WILL offer Daniel Brown, Danny Crobbe,

Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor immediate and full reinstatement to their former positions of employment or, if those positions are no longer available, to substantially equivalent positions of employment, without prejudice to their seniority or any other rights and privileges, and make the above-named individuals whole for any loss of wages and benefits they may have suffered by reason of their unlawful discharges.

WE WILL make all payments to pension, welfare, and other funds plus interest, on behalf of those employees in the unit for whom we would have continued had we fully complied with said contracts of August 9, 1976.

AMADO ELECTRIC, INC.

DECISION

STATEMENT OF THE CASE

JAMES T. BARKER, Administrative Law Judge: This case was heard before me at Tucson, Arizona, on January 26, 1978, pursuant to a complaint and notice of hearing issued on August 25, 1977, by the Regional Director of the National Labor Relations Board for Region 28.[1] The complaint is based on a charge filed on July 26 by Local Union No. 570, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called the Union, and alleges violations of Section 8(a)(1), (3), and (5) of the National Labor Relations Act, as amended, hereinafter referred to as the Act. The parties were accorded full opportunity to examine and cross-examine witnesses, introduce relevant evidence, and to present oral argument. The parties waived oral argument and timely filed briefs with me.[2]

Upon the entire record in this proceeding, the briefs of the parties, and my observations of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

At all times material herein, Respondent has been a corporation duly organized under the laws of the State of Arizona engaged as an electrical contractor in the building and construction industry. The Respondent concedes, and I find, that in the calendar year preceding the issuance of the complaint herein, Respondent, in the normal course and conduct of its business operations, purchased and received goods and products valued in excess of $50,000 from suppliers which received goods and materials at their Tuscon, Arizona, facilities directly from enterprises located in States of the United States other than the State of Arizona.[3]

Upon these facts, I find that at all times material herein, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

I find that Local Union No. 570, International Brotherhood of Electrical Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

The principal issues in this proceeding are: (1) whether Respondent violated Section 8(a)(5) and (1) of the Act by repudiating its collective-bargaining agreements with the Union, by refusing to bargain with the Union as the collective-bargaining representative of its bargaining unit employees and, by unilaterally changing the terms and conditions of employment; and, (2) whether Respondent violated Section 8(a)(3) and (1) of the Act by discharging Daniel Brown, Danny Crobbe, Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor and by failing and refusing to reinstate or offer to reinstate them to their same or substantially equivalent positions because they were union members.[4]

B. *Pertinent Facts*[5]

1. Background facts

Antonio C. Amado has been Respondent's president and sole shareholder since it was formed approximately 3 years ago. Prior to that, he was a business partner in Amado-Nigro Electric, and before that was a member of the Union for nearly 7 years.

On August 9, 1976, Amado signed, as owner of Respondent, two "Letters of Assent-A" authorizing the Saguaro Chapter of the National Electrical Contractors Association, Inc., herein called NECA-SC, to represent Respondent in collective bargaining.[6] This extended authority to NECA-SC to represent Respondent on all matters deriving either from the Inside Labor Agreement or the Residential Wiring Labor Agreement between NECA-SC and the Union. By signing the Letters of Assent-A, Amado bound Respondent

[1] Unless otherwise specified, all dates herein refer to the calendar year 1977.

[2] In its post-hearing brief, Respondent recommended that the hearing be reopened for evidence to be presented concerning its motives relating to the alleged violations of the Act. During the hearing, Respondent was afforded ample opportunity to develop evidence of this nature in an offer of proof of relevancy and materiality. Respondent's offer of proof was rejected as irrelevant and immaterial to the issues in the case. For the same reasons, I find no basis for reopening the record herein.

On March 6, 1978, the counsel for the General Counsel made a motion to correct the record. As the motion was opposed by neither Respondent nor the Charging Party, the corrections contained therein are hereby granted and incorporated, *sua sponte*, into the record as ALJ Exh. 1.

[3] The credited testimony of Antonio Amado and Sandra Wisniewski, and fully warranted statistical projections deriving therefrom, fully support this finding.

[4] The discharge of a seventh employee, Joe Inocencio, was not an issue in this proceeding.

[5] These factual findings are based upon the undisputed testimony of Amado, including statements from his affidavit which he adopted during the hearing.

[6] It is undisputed that while Respondent paid yearly dues to NECA-SC, Respondent was not a member of the Association.

to the terms and conditions of employment contained in the two agreements, which were to be in effect from June 1, 1976, through May 31, 1978, and from June 20, 1976, through June 19, 1978, for the Inside and Residential Wiring Agreements, respectively. These agreements contained exclusive-referral provisions and recognition clauses recognizing the Union "as the exclusive representative for all of [the employer's] employees performing work within the jurisdiction of the Union. . . ."

From August 9, 1976, through June 1, 1977, Respondent used the Union's hiring hall to obtain employees, paid union-scale wages to its union employees, and made contributions to the Union's benefit funds as required by the labor agreements.

By late May Respondent's work force of electricians consisted of six employees, the alleged discriminatees herein, and a foreman. Amado knew these electricians to be members of the Union or to be represented by the Union under the terms of the then viable collective-bargaining agreements.

2. The alleged unlawful conduct

Late in May Amado concluded that Respondent could no longer operate as a union contractor due to the competition it faced from nonunion contractors. Consequently, Amado decided to withdraw Respondent from its contractual affiliation with the Union. Respondent was actively engaged in at least two work projects in Tucson at the time.

On June 1, Amado approached the alleged discriminatees while they were working at various jobsites. Amado handed each employee an envelope which contained the employee's payroll check and a termination notice effective immediately. Each notice stated that the reason for the termination was, "Withdrawal-570 Affiliation." Amado then detailed to the employees some of the reasons for his action. He told them that Respondent was having economic problems and could not compete with nonunion contractors and that Respondent could no longer afford to pay union scale wages. He also said he felt it was unfair that the Union had not organized more nonunion contractors.[7]

On the same day, Amado sent a letter to the Union which stated, "We are hereby notifying you that Amado Electric, Inc. is withdrawing from any affiliation with Local Union 570." This withdrawal, as with the terminations mentioned above, was intended by Amado to become effective immediately. Respondent ceased making contributions to the Union's benefit funds on or about June 1. Amado had served no notice upon the Federal Mediation and Conciliation Service advising of the existence of a labor dispute or that Respondent was terminating the agreement with the Union.

One or two days later, Respondent hired nonunion replacement workers who completed the jobs then in progress. These replacements were not obtained through the Union's hiring hall nor were they paid union wage scales.[8]

Since June 1 Respondent has not reinstated or offered to reinstate any of the alleged discriminatees to their former or substantially equivalent positions, nor has Respondent complied with any terms of the pertinent labor agreements between NECA-SC and the Union.

On June 3 the Union dispatched a letter to Respondent demanding, in effect, that Respondent comply with its contractual commitments with the Union. Thereafter, on June 8, pursuant to provisions of the collective-bargaining agreements, a Joint Conference Meeting was convened which was attended by representatives of NECA-SC and the Union. Amado was present. After due deliberation following the introduction of evidence, exhibits, and responses by Amado, Amado was declared guilty, *inter alia*, of violating the recognition and exclusive referral clause of the Agreements and of failing to send the required 120-day-notice letter advising of Respondent's intention to terminate the Agreements.

IV. ANALYSIS AND CONCLUSIONS

1. Respondent's alleged refusal to bargain

As the record establishes, Respondent, an electrical contractor in the construction industry, entered into the Letters of Assent-A on August 9, 1976, and thus, bound itself to the terms and conditions contained in the NECA-SC and Union contracts. It is beyond doubt, and I find, that these contracts were 8(f) or prehire agreements being, ". . . merely a preliminary step that contemplates further action for the development of a full bargaining relationship . . ."[9] Under this type of agreement, "The employer's duty to bargain and honor the contract is contingent on the union attaining majority support. . . ."[10]

The conclusion compelled by the record evidence, and fully warranted inferences to be drawn therefrom, is that, over a period of 9 months subsequent to August 9, 1976, during which time the Respondent relied exclusively upon the auspices of the Union's hiring hall as the source of its work force, the prehire agreement matured into a full bargaining relationship, as contemplated by Section 8(f). Fully supportive of this conclusion, is the testimony of Amado that, at the point in time most crucial to the issues here under scrutiny, his entire work complement of electricians elected to suffer termination at his hands rather than work in a nonunion shop. The implications of this decision on the part of the employees in question, comprising the then entire work complement of rank-and-file employees in Respondent's employ, cannot be ignored and warrants a finding, which I make, that at relevant times prior to June 1, the Union commanded a numerical majority among Respondent's unit employees deriving either from their actual

[7] In its rejected offer of proof, Respondent sought to develop evidence relating to subjective reasons for its own decision to withdraw from its contractual arrangement with the Union. These reasons relative to the asserted failure of the Union to refer a sufficient number of minority workmen, alleged complaints from general contractors concerning the poor quality of work performed by the discriminatees, and averrals of violations of criminal laws by employees on the job.

[8] Amado testified that the replacements were paid more than or less than union scale wages depending on their knowledge of the electrical trade. For a journeyman electrician, Respondent paid $1.50 to $2 per hour below the union scale.

[9] *Ruttman Construction Company, and Ruttman, Corporation, Joint Employers*, 191 NLRB 701, 702 (1971).

[10] See *N.L.R.B. v. Local Union No. 103, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO (Higdon Contracting Co.)* 434 U.S. 335 (1978).

union membership of employees or their own *voluntary adoption* of the Union as their *chosen* bargaining representative.[11] The Union having attained majority status at a point in time during the term of the viable collective-bargaining agreements, Respondent was under an obligation thereafter to recognize and bargain with the Union as the employees' exclusive representative.[12] Consistent with the existence of union majority status was Respondent's own practice of not only using the union hiring hall for employee referrals, as noted, but of paying union scale wages to its unit employees, and making contributions to the various benefit funds as required by the labor agreements. Consequently, in all the described circumstances, I find that the 8(f) agreements ripened into traditional, collective-bargaining agreements to which Respondent was bound.

Unilateral, midterm modification or repudiation of a collective-bargaining agreement and withdrawal of recognition of the Union as the representative of the unit employees, have traditionally been held by the Board to be violations of Section 8(a)(1) and (5) of the Act.[13]

The record shows, and I find, that Respondent on and after June 1 failed to accord requisite Section 8(d) notice to the Federal Mediation and Conciliation Service, and repudiated its collective-bargaining agreements with the Union, and has since refused to honor and abide by the terms and conditions therein. I further find that Respondent has, since June 1, unilaterally modified the terms and conditions of employment and has discontinued its payments to the various benefit funds. I also find that Respondent has, since on and after June 1, refused to recognize and bargain with the Union as the collective-bargaining representative of its unit employees.

On the basis of the foregoing and in accordance with the precedence cited herein, I find that Respondent has acted in derogation of its bargaining obligation under Section 8(d) and has engaged in conduct violative of Section 8(a)(1) and (5) of the Act.

2. The alleged discriminatory discharges

Respondent acknowledges, and I find that on June 1, it discharged employees Daniel Brown, Danny Crobbe, Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor.

The record indicates, and I find, that Respondent discharged its union employees because, as Amado testified, "... [Respondent] was going non-union" and because Amado knew that the employees, as union members, could not work for Respondent if it operated as a nonunion contractor. The record further indicates, and I find, that Respondent has not offered the above-named individuals reinstatement to their former or to substantially equivalent positions.

In so doing, it is clear, and I find, that Respondent discriminated against its unit employees in regard to hire or tenure of employment or terms and conditions of employment because the discriminatees joined or assisted the Union or engaged in other union or concerted activities for the purpose of collective bargaining.

Consequently, I find that Respondent engaged in conduct violative of Section 8(a)(1) and (3) of the Act.

V. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent, as set forth in sections III and IV, above, occurring in connection with the operations of Respondent, described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VI. THE REMEDY

Having found that Respondent has committed certain unfair labor practices within the meaning of Section 8(a)(1), (3), and (5) of the Act, it will be recommended that Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent, in derogation of its statutory obligation, unilaterally reduced the wage rates of its employees during the term of the collective-bargaining contract covering the employees involved, I recommend that the Respondent be directed specifically to restore the wage rates in effect prior to such unilateral action and to refrain from making unilateral changes in wages, rates of pay, or other terms and conditions of employment of its employees in the below-described appropriate unit during the term of the contract without first reaching agreement with the Union concerning such contemplated changes. Further, I recommend that the Respondent make whole the employees in the below-described appropriate unit for any losses they may have suffered as a result of the unilateral reduction in wage rates, and include thereon interest as calculated in accordance with present Board policy.

Having found that Respondent discharged Daniel Brown, Danny Crobbe, Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor because they were members of the Union and having further found that Respondent has failed and refused to reinstate the discriminatees to their former or substantially equivalent positions, thereby engaging in conduct violative of Section 8(a)(1) and (3) of the Act, I shall recommend that Respondent offer the

[11] Cf. *David F. Irvin and James B. McKelvey, Partners, d/b/a The Irvin-McKelvy Company*, 194 NLRB 52 (1971), enfd. in part 475 F.2d 1265 (C.A. 3, 1973). The redundancy of adjectival terminology is intentional, for the instant record forecloses the notion that, in late May, the Union possessed representative status only as a consequence of the acquiescence or sufferance but not free choice of unit employees. In this regard, I have considered the credited admissions of Amado made on the record and have drawn permissible inferences arising therefrom, measured in the context of industrial realities. Moreover, in its answer, Respondent admitted that, "[a]t all times material herein, the Union has been the representative of the Respondent's employees in the unit . . . and, by virtue of Section 9(a) of the Act, has been and is now the exclusive representative of the employees in said unit for the purposes of collective bargaining. . . ."

[12] See, e.g., *Davis Industries, Inc.; Stag Construction, Inc.; and Add Miles, Inc.*, 232 NLRB 946 (1977).

[13] See, e.g., *Oak Cliff-Golman Baking Company*, 202 NLRB 614, 207 NLRB 1063, 1064 (1973), enfd. 505 F.2d 1302 (C.A.5, 1974); *Davis Industries, Inc., supra.*

above-named individuals immediate and full reinstatement to their former positions of employment, or if said positions are no longer available, to substantially equivalent positions, without prejudice to any seniority or other rights and privileges to which they may be entitled. I shall also recommend that Respondent make whole the discriminatees for any loss of earnings they may have suffered by reason of the discrimination against them. Backpay shall be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), together with interest thereon in accordance with the policy of the Board, set forth in *Florida Steel Corporation*, 231 NLRB 651 (1977).[14]

Upon the basis of the foregoing findings of fact, and upon the entire record in this proceeding, I make the following:

CONCLUSIONS OF LAW

1. Amado Electric, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local Union No. 570, International Brotherhood of Electrical Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. At all times material herein, the Union has been the exclusive bargaining representative of all employees employed by Respondent engaged in residential and commercial electrical work, excluding guards, watchmen, and supervisors as defined in the Act and said employees comprise an appropriate unit for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. At all times material herein, the Union has requested that Respondent recognize and bargain with it as the exclusive collective-bargaining representative of the employees referred to above in paragraph 3 with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of such employees.

5. By repudiating the collective-bargaining agreements to which it was bound, by refusing to honor and abide by the terms of these agreements, by unilaterally changing the terms and conditions of employment, and by refusing to recognize and bargain with the Union as the collective-bargaining representative of the employees in an appropriate bargaining unit, Respondent engaged in conduct violative of Section 8(a)(1) and (5) and Section 8(d) of the Act.

6. By discharging Daniel Brown, Danny Crobbe, Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor because they were members of the Union and by failing and refusing to reinstate them to their former or substantially equivalent positions, Respondent has engaged in conduct violative of Section 8(a)(1) and (3) of the Act.

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

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[15]

Respondent Amado Electric, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to abide by the terms and conditions of the two collective-bargaining agreements entered into with the Union on August 9, 1976.

(b) Refusing to recognize and bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment, with Local Union No. 570, International Brotherhood of Electrical Workers, AFL-CIO, as the exclusive bargaining representative of its employees in the following appropriate unit:

> All employees employed by the Respondent engaged in residential and commercial electrical work, excluding guards, watchmen, and supervisors as defined in the Act.

(c) Unilaterally changing wage rates, terms, and conditions of employment of employees in the above-described appropriate unit, during the term of union contracts without first reaching agreement with the Union about such changes.

(d) Discharging its employees because they are members of the Union and failing and refusing to reinstate such employees to their former or substantially equivalent positions.

(e) In any other manner interfering with, restraining, or coercing any employee in the exercise of the right to engage in self-organization, to bargain collectively through representatives of their own choosing or to act together for collective bargaining or mutual aid or protection or to refrain from any or all such activities.

2. Take the following affirmative action, which I find will effectuate the policies of the Act:

(a) Upon request, recognize and bargain with the Union for employees in the appropriate unit described above as required by the two contracts between Respondent and the Union signed August 9, 1976.

(b) Upon request, rescind any and all unilateral changes Respondent made on and after June 1, 1977, in Respondent's wages, wage rates, and other terms and conditions of employment during the effective period of the two contracts signed by Respondent and the Union on August 9, 1976.

(c) Restore and place in effect all terms and conditions of employment provided by the Residential Wiring Agreement and the Inside Agreement which were unilaterally changed by Respondent if the Union so requests.

(d) Honor and give retroactive effect from June 1, 1977, to all of the terms and conditions of the Residential Wiring Agreement and the Inside Agreement, and make whole its employees for losses they may have suffered by reason of its failure to honor and apply the terms of the Residential Wiring Agreement and Inside Agreement, together with interest as prescribed in *Isis Plumbing & Heating Co.*, 138 NLRB

[14] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[15] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

716 (1962), and *Florida Steel Corporation*, 231 NLRB 651 (1977).

(e) Offer Daniel Brown, Danny Crobbe, Richard Cunningham, Ray Olsson, Richard Torchia, and Mark Wactor immediate and full reinstatement to their former positions of employment or, if those positions are no longer available, to substantially equivalent positions of employment, without prejudice to their seniority or other rights and privileges, and make the above-named individuals whole for any loss of wages and benefits they may have suffered by reason of the discrimination against them, in accordance with the recommendations set forth in the section of this Decision entitled, "The Remedy."

(f) Make all payments to the pension, welfare, and other funds on behalf of the unit employees as would have been required under the terms of the Residential Wiring Agreement and the Inside Agreement, but for Respondent's unilateral and illegal repudiation of those agreements with the Union on June 1, 1977.

(g) Preserve and, upon request, make available to the Board, or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay and other benefits due under this recommended Order.

(h) Post at its principal place of business in Tucson, Arizona, copies of the attached notice marked, "Appendix."[16] Copies of said notice on forms to be provided by the Regional Director for Region 28, after being duly signed by Respondent's authorized representatives, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily placed. Reasonable steps shall be taken by Respondent to insure said notices are not altered, defaced, or covered by any other material.

(i) Notify the Regional Director of the National Labor Relations Board for Region 28, in writing, within 20 days of the date of this Order, what steps Respondent has taken to comply herewith.

[16] In the event that 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."