Wonder Markets, Inc. *and* Local 1445, Retail Clerks International Association, AFL–CIO, CLC. Case 1-CA–13132

June 8, 1978

DECISION AND ORDER

BY MEMBERS JENKINS, MURPHY, AND TRUESDALE

On February 9, 1978, Administrative Law Judge Marvin Roth issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in support of the Administrative Law Judge's Decision and in opposition to Respondent's exceptions.

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 briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

1. The Administrative Law Judge found that Respondent offered Whitney a position as meat department manager at one of its stores in order to place Whitney in a supervisory position so that he could no longer engage in union activity. He found support for this finding in the Union's assertion that all meat department managers are supervisors and in Respondent's admission at the hearing that the meat department manager for Store 10 was a supervisor. Whitney, however, was not offered a position at Store 10, and Respondent contends that it has consistently taken the position in representation hearings that meat department managers are not supervisors except for the manager at Store 10, which has a much larger meat department than any of the other stores. Therefore it contends that the evidence shows that it was offering Whitney a position it has consistently asserted is nonsupervisory. While we find merit in Respondent's contention that the Administrative Law Judge's reasoning in this regard is questionable, we nevertheless agree with his conclusion that the reinstatement offer was not sufficient.

At the time the offer was made, Whitney's former position still existed, but Respondent did not offer it to him and instead offered him a different position at a different store. Since Respondent is obligated to offer Whitney his former position if it exists, its failure to do so warrants the conclusion that Respondent has not satisfied its obligation to reinstate Whitney. In addition, we note that the position of meat department manager appears to involve more responsibilities than that of meatcutter, inasmuch as Respondent stated that a meat department manager must display leadership abilities. Thus the offered position does not seem to be substantially equivalent to the former position.[2]

2. The Administrative Law Judge found that Respondent used its employee performance evaluation forms for the unlawful purpose of intimidating employee Whitney and other employees in the exercise of their statutory rights. In so finding, he noted that in its evaluation forms Respondent warned two employees and praised others regarding their attitude toward the Company. He recommended that Respondent be ordered to expunge from its personnel records all references concerning employee attitudes toward the Company or its policies, or concerning the exercise by employees of their Section 7 rights. He further recommended that Respondent be ordered to cease and desist from evaluating employees on the basis of their attitude toward the Company or its policies, or the exercise of their Section 7 rights. Respondent excepts to the Administrative Law Judge's findings with respect to the evaluation of employees' attitudes on the ground that the Administrative Law Judge ruled at the hearing that he would not consider or pass on Respondent's use of evaluation forms in general, but would instead consider the forms only in connection with the reasons for Whitney's layoff. We find merit in this exception.

At the hearing, the General Counsel offered into evidence five evaluation forms, asserting that they demonstrated that Respondent systematically kept a record of employees' union sentiments by evaluating their attitude toward the Company. The Administra-

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

In discussing Respondent's economic defense for employee Whitney's layoff, the Administrative Law Judge erred by stating that September and October 1976 were comparable months to February and March 1977. According to the testimony, October is a comparable month to February and March, but September is not. We find, however, that this error does not affect the validity of the Administrative Law Judge's conclusion that Whitney was laid off because of his union activity and not for economic reasons.

The Administrative Law Judge stated that Respondent had no established policy concerning layoffs. However, he admitted into evidence a brief filed by Respondent in a representation proceeding conducted prior to Whitney's layoff, which stated that Respondent had a policy favoring seniority in layoffs. In any event, Respondent admitted, and the Administrative Law Judge correctly found, that it did not maintain a seniority list inasmuch as it had laid off only one employee for lack of work in its entire history.

[2] In view of his finding, we find it unnecessary to resolve the supervisory status of the position Whitney was offered.

tive Law Judge admitted the forms into evidence stating, "However, I am not admitting them in evidence for the reasons indicated by General Counsel, because I think those reasons are erroneous. . . . I am accepting these documents into evidence because they appear to be possibly evidential on the question of why Mr. Whitney was selected for layoff and why, as alleged by General Counsel, he has not been recalled to his former position or an equivalent position." Thus the Administrative Law Judge specifically limited consideration of Respondent's use of the forms to their relation to Whitney's layoff.

In these circumstances, we find that the Administrative Law Judge's finding with respect to Respondent's general use of the evaluation forms is overly broad and unwarranted. We shall, accordingly, limit our finding of a violation concerning the use of such forms to Whitney's evaluation and shall require Respondent to expunge from its personnel records all references concerning Whitney's attitude toward the Company or its policies, or the exercise of his Section 7 rights.[3]

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 as modified herein and hereby orders that the Respondent, Wonder Markets, Inc., Shrewsbury, Massachusetts, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 1(b):

"(b) Evaluating employees, including their attitude toward the Company, on the basis of the exercise of their rights guaranteed in Section 7 of the Act."

2. Substitute the following for paragraph 2(c):

"(c) Expunge from its personnel records any and all references, whether express or implied or favorable or unfavorable, concerning Robert Whitney's attitude toward the Company or its policies, or concerning the exercise by Robert Whitney of his rights guaranteed in Section 7 of the Act."

3. Substitute the attached notice for that of the Administrative Law Judge.

[3] The Administrative Law Judge's recommended order requires Respondent to cease and desist from evaluating all employees on the basis "of their attitude toward the Company." Such a remedy is overly broad because it includes matters not related to protected concerted activities. Therefore, we shall clarify the Order in this regard.

APPENDIX

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

After a hearing at which all parties had an opportunity to present their evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act, and had ordered us to post this notice and to carry out its provisions.

WE WILL NOT discourage membership in Local 1445, Retail Clerks International Association, AFL–CIO, CLC, or any other labor organization, by discriminatorily terminating employees, or in any other manner discriminating against them with regard to their hire or tenure of employment or any term or condition of employment

WE WILL NOT evaluate employees, including their attitude toward the Company, on the basis of the exercise of their rights guaranteed in Section 7 of the Act.

WE WILL NOT threaten employees with loss of wages, layoff, or other reprisal because they engage in union activities, or because they discuss their grievances with their fellow employees.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of their rights to organize, to form, join, or assist labor organizations, including Local 1445, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL offer Robert Whitney immediate and full reinstatement to his former job or, if such job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights, and make him whole for losses he suffered by reason of the discrimination against him.

WE WILL expunge from our personnel records any and all references, whether express or implied or favorable or unfavorable, concerning Robert Whitney's attitude toward this Company or its policies or concerning the exercise by Robert Whitney of his rights guaranteed in Section 7 of the Act.

All our employees are free to become, remain, or refuse to become or remain members of Local 1445,

Retail Clerks International Association, AFL–CIO, CLC, or any other labor organization.

WONDER MARKETS, INC.

DECISION

STATEMENT OF THE CASE

MARVIN ROTH, Administrative Law Judge: This case was heard at Boston, Massachusetts, on December 7 and 8, 1977. The charge was filed on May 18, 1977, by Local 1445, Retail Clerks International Association, AFL–CIO, CLC (herein the Union). The complaint, which issued on July 11, 1977, alleges that Wonder Markets, Inc. (herein the Company or Respondent), violated Section 8(a)(1), (3), and (4) of the National Labor Relations Act, as amended. The gravamen of the complaint is that the Company allegedly laid off employee Robert Whitney on May 14, 1977, because of his organizational activites on behalf of the Union, and because he testified for the Union in a Board representation proceeding, and further violated Section 8(a)(1), in sum, by expressly and impliedly warning Whitney and other employees against engaging in union activity. The Company's answer denies the commission of the alleged unfair labor practices. All parties were afforded full opportunity to participate, to present relevant evidence, to argue orally, and to file briefs. Only the Company filed a brief.[1]

Upon the entire record in this case[2] and from my observation of the demeanor of the witnesses, and having considered the arguments of counsel and the brief and proposed findings and conclusions submitted by Respondent, I make the following:

FINDINGS OF FACT

The Company, a Massachusetts corporation, is engaged in the operation of a chain of retail food markets in and around Worcester, Massachusetts. The Company meets the Board's retail and direct inflow commerce standards, and is an employer engaged in commerce within the meaning of the Act. The Company has been in business for about 22 years, and has gradually expanded its operations over the years. It presently has nine stores, and is about to open another store. In sum, it is a growing business.

The Union is a labor organization within the meaning of the Act. In August 1976, the Union commences an organizational campaign among the Company's meat department employees. In October 1976, the Company retained its labor relations consultant, Preston Ripley, on a full-time basis, primarily for the purpose of countering that campaign.

Robert Whitney was a principal employee figure in the Union's campaign, and his activities were known to management. Whitney was hired by the Company and began working as a meatcutter at the Company's No. 10 store, known as the Food Warehouse, in Shrewsbury, on March 16, 1976, shortly after the store first opened for business. Whitney contacted meat department employees at other stores. However, his activities principally involved Store 10. In late 1976, the Union filed a petition for a Board-conducted election among the meat department employees at Store 10 (Case 1–RC–14729). On January 25, 1977, the Board's Regional Director dismissed the petition, finding, in sum, that because of the integrated nature of the Company's operations, a single-store unit would not be appropriate. On March 8, 1977, the Board declined to review the Regional Director's decision.

At this point, the Company assumed that bygones were bygones, and that the Union's organization campaign was now a thing of the past. However, Whitney continued to talk up the Union among his fellow employees. The Company was aware of Whitney's renewed organizational activity. Indeed, as evidenced by the Company's periodic evaluation forms for its individual employees, the Company went to great lengths to ascertain and record the union attitudes and activities of the employees. On April 5, 1977, in a performance evaluation form which Whitney was instructed to sign, the Company warned Whitney in no uncertain terms against engaging in further organizational activity. Under the heading of "Attitude," which heading did not appear on his previous evaluations, Whitney was told as follows:

> Bob's attitude towards the Company and its Policies needs to be greatly improved. Any employee who is not in total agreement with the Company on its policies and benefits should express his views to the Company, - not to his co-workers.

Industrial Relations Director Ripley testified that the Company's only quarrel with Whitney was that he was talking about grievances to his fellow employees rather than to management. I cannot think of a plainer definition of the term "protected concerted activity." Whitney testified that when he protested the Company's evaluation of his "attitude," Company Meat Supervisor Arthur Copper told him that if he did not sign the evaluation he would not get a pay increase but that, if he kept his mouth shut, he would have a job for life. Whitney signed the evaluation. Copper was not presented as a witness, nor were Store Manager Vincent Cassino and Meat Manager Robert Zenna, who were also present at the evaluation meeting. I credit Whitney, and I find that the Company violated Section 8(a)(1) of the Act by warning Whitney against engaging in union or other concerted activities by utilizing its employee evaluation forms as a means of conveying such warnings to Whitney and other employees, and by requesting or directing Whitney to sign the evaluation form.[3] I further find that such warnings evidence the reason for Whitney's layoff.[4]

[1] General Counsel requested an extension of time, but did not submit a brief.

[2] General Counsel's unopposed motion to add the denial of review to G.C. Exh. 2 is granted.

[3] In its evaluation forms, the Company warned one employee (Minardi) about his "erratic" attitude concerning the use of "proper channels," and another (Pedone) was advised to take "a more positive view of the Company." In contrast, other employees, including Roger Daigle (of whom more later), were praised for their good or excellent attitude toward the Company.

[4] In April 1977, Store 10 Meat Department Supervisor Robert Zenna issued written reprimands to the meat department employees against infractions of a company rule which prohibited them from clocking in too early, i.e., possibly in order to justify overtime pay. General Counsel contends that these warnings were motivated by employee union activity. However, the Company was concerned with, and had previously orally warned the em-

Continued

The Company laid off Whitney on May 14, ostensibly as an economy move. The principal issue in this case is the reason for Whitney's layoff. At the outset of this hearing, General Counsel called Preston Ripley as an adverse witness and, at the conclusion of Ripley's direct testimony, General Counsel moved for summary judgment. In fact, Ripley's testimony, on its face, spelled out the elements of an unlawful termination. However, company counsel argues, in essence, that Ripley's testimony should not be considered out of context, and that he (counsel) intended to present further testimony by Ripley, together with additional evidence, in presenting the Company's case, all of which would present the facts in a different light. This was a promise not delivered. No credible evidence of a significant nature was presented to overcome the inference of unlawful conduct which was warranted on the basis of Ripley's initial testimony and the documentary evidence which was presented in connection with that testimony. At the close of the hearing, General Counsel renewed its motion for summary judgment. I indicated that I would be willing to render an oral decision, but that the Board's rules precluded any disposition of the case in that manner. *Plastic Film Products Corp.*, 232 NLRB 722 (1977).

The Company contends, in sum, that in May 1977, it determined that there was a long-term decline in meat sales at Store 10, that as a result of this decline, the Company found it necessary to reduce the weekly working hours of its full-time meat cutter employees at the store by 60 hours, that this decision necessitated the layoff of one full-time meatcutter, that the Company's established policy in such situation was to lay off the meatcutter with the least seniority (chainwide), and that it selected Whitney because he was, or the Company mistakenly thought he was, the junior meatcutter in its chain. The contentions were false on all counts. Chainwide, the Company has been and continues to be an expanding business. The Company's own asserted figures showed that meat sales at Store 10 had been relatively stable during the 8 full calendar months immediately preceding Whitney's layoff, and, indeed, that business was better in February and March 1977, than it had been during the comparable months of September and October 1976. The Company had no policy concerning layoffs because, as it asserted in the representation proceeding, it never found it necessary to lay off employees for economic reasons.[5] The Company was able to avoid layoffs because of its continuing growth, interchange of personnel among its stores, high employee turnover, and substantial and flexible use of part-time help. The Company did not maintain a seniority list because, as Ripley admitted, "we have very little use for it." Moreover, Whitney was not the meatcutter with the least seniority. At least one meatcutter (Richard Robinson) had less seniority, and the Company's own personnel records reflected that fact. According to Ripley, in his haste to lay off Whitney, he mistakenly relied on a card, contained in company records, which erroneously indicated that Robinson began working as a part-time employee (not a meatcutter) on January 12, 1974. The authenticity of that card is questionable, as that date was obviously inserted after the date of March 24, 1976, which was Robinson's actual starting date for seniority purposes, assuming that seniority meant anything at all in the Company's operations. That fact casts further doubt on the validity of the various self-serving documents which the Company prepared or presented in evidence. Indeed, the Company seems to have proceeded on the assumption that anything in writing must be believed, and therefore need not be supported by credible testimony. I find it unlikely that if the Company were acting in good faith, it would go to the trouble of preparing detailed charts and statistics, confirming facts and figures which were allegedly already known to management, all for the purpose of justifying the layoff of one employee. I also find it unlikely that if the Company laid off Whitney for economic reasons, it would have entrusted his selection, not to Meat Supervisor Copper or Personnel Director Zabarsky, who normally would be responsible for such personnel decisions, but to a person whose principal function was to combat union activity. I find it not merely unlikely, but almost ludicrous, that if the Company had to reduce the meatcutter working hours by 60 hours, for reasons of economy, that it would have eliminated the remaining 20 hours by paying a meatcutter (Daigle) meatcutter wages of almost $8 per hour to spend 20 hours a week doing case work which normally paid less than $3 per hour. In a moment of candor, company official Harry Gould admitted that "to waste money on salary is not something that behooves us economically to do." Interestingly, the recipient of this beneficence was an employee whose "attitude" was good. Finally, I find it unlikely that the Company would lay off an admittedly highly qualified employee, solely on the basis of a mistaken belief concerning his seniority, in the absence of any established policy or contractual commitment to follow seniority in layoffs. Rather, the Company seems to have been engaging in a sadistic game with Whitney, in effect showing him how union seniority rules could be used against him.

I find that the Company violated Section 8(a)(3) of the Act by laying off Whitney because of his renewed union activity. Indeed, the Company's only witnesses, Ripley and Administrative Assistant Harry Gould, barely attempted to conceal that fact. Rather, they exhibited an intent to deny just enough to create issues of fact, while at the same time demonstrating to Whitney the futility of his efforts to seek redress of his statutory rights.

After his layoff, Whitney extended his organizational activities throughout the Company's meat department operations. The Union obtained sufficient support to file a new petition, this time seeking an election among the meat department employees at all stores. The matter is now pending before the Regional Director. The Company is contending that only a "wall to wall" unit, i.e., covering all of the Company's employees or, alternatively, a unit encompassing the meat and delicatessen department employees, would be appropriate.

The Company was evidently concerned with the extent

ployees about violating the rule. Whitney admitted that he and other employees had in fact violated the rule on the occasion that they were given written reprimands. While the timing is suspicious, I find that the evidence is insufficient to demonstrate unlawful motivation.

[5] In the present hearing, the Company backed away from this admission, asserting instead that during its entire history it had laid off a grand total of one employee (Edward Steffen) for lack of work. Unlike Whitney, Steffen was shortly recalled to work.

and possible success of Whitney's renewed activity. In late August 1977, shortly before this case was originally scheduled for hearing, the Company offered Whitney a position as meat manager at one of its stores. Whitney declined the offer, assertedly because he did not feel qualified to manage the meat department at a store with which he was not familiar, and because he questioned the *bona fides* of the offer. Preston Ripley testified that Whitney demonstrated his qualifications for the job by his ability to influence people, i.e., by his persuasiveness on behalf of the Union. In the representation proceeding, the Union took the position that the store meat managers were supervisors within the meaning of Section 2(11) of the Act, and in the present case the Company admitted that the meat manager at Store 10 was a supervisor. Assuming that the offer was made in good faith, I find that the Company made the offer in order to place Whitney in a position in which he could no longer engage in union activity. Whether made in good faith or not, the Company's offer did not toll backpay or satisfy the Company's obligation to reinstate Whitney. The Company did not offer Whitney reinstatement to his former job, which still existed, and the positions were not comparable, because the meat managers' duties and responsibilities differ from those of the meatcutters and the managers may not enjoy the protection of the Act. In view of the Company's animus toward Whitney, he plainly needs such protection.

Conclusions of Law

1. The Company is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By discriminating in regard to the tenure of employment of Robert Whitney, thereby discouraging membership in the Union, the Company has engaged, and is engaging, in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Company has engaged, and is engaging, in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. The allegation of the complaint that the Company violated Section 8(a)(4) of the Act has not been sustained by the evidence.
6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

The Remedy

Having found that the Company has committed violations of Section 8(a)(1) and (3) of the Act, I shall recommend that it be required to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Company discriminatorily terminated Robert Whitney, it will be recommended that the Company be ordered to offer him immediate and full reinstatement to his former job, or if it no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings that he may have suffered from the time of his discharge to the date of the Company's offer of reinstatement. The backpay for said employee shall be computed in accordance with the formula approved in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest computed in the manner and amount prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).[6] It will also be recommended that the Company be required to preserve and make available to the Board, or its agents, on request, payroll and other records to facilitate the computation of backpay due. As the evidence indicates that the Company has used its employee performance evaluation forms for the unlawful purpose of intimidating employees in the exercise of their statutory rights, I shall recommend that the Company be ordered to expunge from its personnel records all references concerning employee attitudes toward the Company or its policies, or the exercise by employees of their Section 7 rights.

As the unfair labor practices committed by the Company are of a character striking at the root of employees' rights safeguarded by the Act, the inference is warranted that the Company maintains an attitude of opposition to the purposes of the Act with respect to the protection of employee rights in general. Accordingly, I shall recommend that the Company be ordered to cease and desist from infringing in any manner upon the rights guaranteed in Section 7 of the Act. See *N.L.R.B.* v. *Entwistle Manufacturing Company*, 120 F.2d 532, 536 (C.A. 4, 1941). In view of the highly integrated nature of the Company's operations and its commonly administered labor policies, I shall direct that an appropriate notice be posted at each of its stores.

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[7]

Respondent, Wonder Markets, Inc., Shrewsbury, Massachusetts, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Local 1445, Retail Clerks International Association, AFL–CIO, CLC, or any other labor organization, by discriminatorily terminating employees, or in any other manner discriminating against them with regard to their hire or tenure of employment or any term or condition of employment.

(b) Evaluating employees on the basis of their attitude toward the Company or its policies or the exercise of their rights guaranteed in Section 7 of the Act.

[6] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716, 717 721 (1962).

[7] 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.

(c) Threatening employees with loss of wages, layoff, or other reprisal because they engage in union activities, or because they discuss their grievances with their fellow employees.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of their rights to organize, to form, join, or assist labor organizations, including the above-named labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action which is found necessary to effectuate the policies of the Act:

(a) Offer Robert Whitney immediate and full reinstatement to his former job or, if such job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights, and make him whole for losses he suffered by reason of the discrimination against him as set forth in the section of this Decision entitled "The Remedy."

(b) 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 due.

(c) Expunge from its personnel records, any and all references, whether express or implied, or favorable or unfavorable, concerning employee attitudes toward the Company or its policies, or concerning the exercise by employees of their rights guaranteed in Section 7 of the Act.

(d) Post at its offices and at each of its stores, copies of the attached notice marked "Appendix." [8] Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by Respondent's authorized representative, shall be posted by Respondent 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 posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 1, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[8] 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."