

Lifetime Doors, Inc. and Delta-Yosemite District Council of Carpenters, United Brotherhood of Carpenters & Joiners of America and Laborers Local 1130, Laborers International Union of North America, AFL-CIO. Case 32-CA-74 (formerly 20-CA-11221)

November 30, 1977

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS
JENKINS AND MURPHY

On January 24, 1977, Administrative Law Judge Martin S. Bennett issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions with a supporting brief, and the General Counsel filed cross-exceptions and a supporting 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,¹ findings,² and conclusions of the Administrative Law Judge to the extent consistent herewith, to modify his remedy so that interest will be computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977),³ and to adopt his recommended Order as modified herein.

The Administrative Law Judge found, and we agree, that Respondent violated Section 8(a)(2) and (1) of the Act by extending recognition to the Laborers Union in the face of a pending representation petition filed on behalf of the Carpenters Union.⁴ While the Carpenters Union produced signed authorization cards in support of its claim of majority status, the Laborers offered no evidence, other than the testimony of its organizer, to substantiate its claim as exclusive bargaining representative. Although the Laborers organizer testified that he had secured a majority of signed authorization cards among employees in the appropriate unit, it was asserted that these cards were "lost" sometime after March 4, 1976, the date Respondent extended

recognition to the Laborers. Noting the fact that the Carpenters Union owned the building in which the Laborers Union maintained its local offices during the time the events herein transpired, the Administrative Law Judge stated that, as a result of this circumstance, the position of the Carpenters Union "left something to be desired." In the absence of any affirmative proof of malfeasance, we do not rely on the intimation of the Administrative Law Judge, which is pure speculation, that the Carpenters Union was in any way responsible for the alleged disappearance of the Laborers authorization cards. Furthermore, absent some proof of majority status, we find that Respondent violated Section 8(a)(2) and (1) of the Act by extending recognition to a labor organization which had not been designated as exclusive bargaining representative by an uncoerced majority of employees in the appropriate unit.⁵

AMENDED CONCLUSIONS OF LAW

The Administrative Law Judge's Conclusions of Law are hereby modified by adding the following as paragraphs 4 and 5, and renumbering the remaining paragraphs accordingly:

"4. By offering employee Myra Cardoza time off from work if she would persuade other employees to support the Laborers Union, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

"5. By recognizing the Laborers Union at a time when it had not been designated as exclusive bargaining representative by an uncoerced majority of employees in an appropriate unit, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act."

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 below and hereby orders that the Respondent, Lifetime Doors, Inc., Los Banos, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

The Administrative Law Judge found that Respondent had violated Sec. 8(a)(2) and (1) of the Act by offering employee Myra Cardoza time off from work if she persuaded other employees to support the Laborers, but failed to provide a remedy in his recommended Order and notice for this violation. We will provide for this violation in our Order and revised notice.

³ See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

⁴ *Midwest Piping & Supply Co., Inc.*, 63 NLRB 1060 (1945).

⁵ *International Ladies' Garment Workers' Union, AFL-CIO [Bernhard-Altmann Texas Corp.] v. N.L.R.B.*, 366 U.S. 731 (1961).

¹ Respondent has excepted generally to the Administrative Law Judge's failure to exclude witnesses from the hearing room. In the absence of a showing of an abuse of discretion on the part of the Administrative Law Judge or any prejudice to Respondent, we hereby affirm this ruling of the Administrative Law Judge.

² 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), enf'd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

1. Insert the following as paragraphs 1(b) and (c) and reletter the subsequent paragraphs accordingly:
 “(b) Offering employees time off from work if they will persuade other employees to support the Laborers Union or any other labor organization.
 “(c) Recognizing the Laborers Union or any other labor organization that has not been designated as exclusive bargaining representative by an uncoerced majority of employees in an appropriate unit.”
2. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

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

WE WILL NOT refuse under any circumstance to recognize Carpenters; refuse to sign a contract therewith under penalty of shutting down; solicit, perform, induce, or ratify surveillance of meetings of Carpenters or any other labor organization.

WE WILL NOT offer Myra Cardoza or any other employee time off from work in return for persuading other employees to support the Laborers Union or any other labor organization.

WE WILL NOT recognize Laborers Union or any other labor organization that has not been designated as exclusive bargaining representative by an uncoerced majority of employees in an appropriate unit.

WE WILL NOT recognize Laborers Local 1130, Laborers International Union of North America, AFL-CIO, or any other labor organization in the face of a pending petition for recognition by another labor organization.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed them under Section 7 of the Act.

WE WILL withdraw and withhold all recognition from Laborers Local 1130, Laborers International Union of North America, AFL-CIO, as the representative of a unit of our production and maintenance employees, with the customary exclusions, unless and until said labor organization has been duly certified by the National Labor Relations Board as the exclusive representatives of these employees.

WE WILL reimburse present and former employees for all dues and initiation fees paid by them or withheld in favor of Laborers Local 1130,

Laborers International Union of North America, AFL-CIO, plus interest.

All of our employees in the above-described appropriate unit are free to join either of the above-named labor organizations or to refrain from such activities, except to the extent that union membership may be required by a collective-bargaining agreement as a condition of employment as provided in Section 8(a)(3) of the Act.

LIFETIME DOORS, INC.

DECISION

STATEMENT OF THE CASE

MARTIN S. BENNETT, Administrative Law Judge: This case was heard at San Jose, California, on September 30 and October 1, 12, and 13, 1976. The original complaint, dated May 28, later amended, and based on charges filed March 23 and May 27, 1976, by Delta-Yosemite District Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, herein called Carpenters or the Union, alleges that Respondent, Lifetime Doors, Inc., has engaged in unfair labor practices within the meaning of Section 8(a)(5), (3), and (1) of the Act. Briefs have been submitted by the General Counsel and Respondent.

Upon the entire record in this case, and from my observation of the witnesses, I make the following:¹

FINDINGS OF FACT

I. JURISDICTIONAL FINDINGS

Lifetime Doors, Inc., a Delaware corporation with its principal office at Livonia, Michigan, maintains facilities in various other States, including a plant at Los Banos, California, the only one involved herein, where it is engaged in the manufacture of doors. During the last calendar year, Respondent sold and directly shipped doors from its Los Banos facility valued in excess of \$50,000 to customers located outside the State of California. I find that the operations of Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

Delta-Yosemite District Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, and Laborers Local 1130, Laborers International Union of North America, AFL-CIO, herein Local 1130 or Laborers, are labor organizations within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Introduction; the Issues*

The complaint attacks the untimely recognition of Local 1130 and unlawful assistance thereto including the signing

¹ A motion by the General Counsel to correct the transcript in nine minor respects, unopposed, is hereby granted.

of a union-security contract, a refusal to bargain with the Union, and various acts of interference, restraint, and coercion.

A third labor organization, Aluminum Workers International Union, AFL-CIO, herein called Aluminum Workers, was certified at an earlier date, February 9, 1973, as the representative of Respondent's production and maintenance employees at the Los Banos plant, the unit including shipping and receiving employees, truckdrivers, and leadmen with the customary exclusions, and a contract was signed effective April 13, 1973. Aluminum Workers lost interest in the plant and, in the fall of 1975, suggested that the employees contact another labor organization.

On January 26, 1976, the Union filed a representation petition in Case 20-RC-13331, after an organizing campaign described below, for in essence the same unit and, on February 3, the Regional Director for Region 20 issued a notice of hearing for February 9 with appropriate notice to Aluminum Workers, Respondent, and to August Sommerfeld of the Sequoia Employers' Council to which Respondent belonged.² On March 3, 1976, Aluminum Workers notified the Regional Director that, as of December 5, 1975, it disclaimed all rights and interest in representing employees in this unit. Late in 1975 and early in 1976, both the Union and Laborers commenced organizational efforts at the Los Banos plant. Respondent stresses that the contract with Aluminum Workers solely covered "hourly production employees and drivers." I deem this to be of no significance in the present matter or in any way dispositive thereof.

B. Sequence of Events

Norvell McClellan is executive secretary of the Union which asserts jurisdiction over six counties. He testified, and I find, that he held some six to eight meetings with employees of Respondent and, particularly, a meeting on January 17, 1976, attended by 34 or 35 employees. Some cards were then signed; other cards had previously been signed in 1975. All these meetings were held away from the plant and McClellan identified various cards. For reasons set forth below, I do not treat with the number in the fluctuating complement of employees as well as their designations of the Union at various dates.³

Bearing upon the alleged assistance to Laborers is the fact that Garland Austin, as he testified, a business representative of the Union, visited the premises of Respondent on several occasions in late February or early March 1976. He displayed his business card and asked the receptionist for permission to enter the plant to talk with employees. She stated that she would have to check this out, disappeared briefly, returned, and announced that this was not permissible. He did recall that Richard Crispin, business representative of Laborers, who later testified herein, entered the plant on one occasion in March and remained inside for 20 to 30 minutes. There is evidence that Crispin was in the plant and in the office on at least three other occasions in January and February. On the other

hand, he testified that, customary with usual organizational activities, he normally enters a plant without any contact of management. I find nothing here adverse to Respondent.

David Katen was one of approximately four truckdrivers. He worked for Respondent from July 1975 until May 1976 and, on occasion, also performed some inside duties. He testified, and this is not controverted, that Plant Manager Zimmerman, approximately in mid-February 1976, told him that "they," namely, Crispin and Zimmerman, would like to take him to lunch. Another newly hired driver, Lange, also was invited and both attended the luncheon. The discussion on this occasion was not developed on the record. Katen lunched again with Crispin late in February. Also present were another driver and a plant employee. Here, as well, the discussion was not explored on the record.

Bearing further on the presence of Crispin in the plant was the testimony of Myra Cardoza, an employee since January 1976. She recalled that Crispin was in the plant during working hours in February and asked her and the rest of the girls in her crew, as well as those on other crews, to attend a meeting of Laborers.

She also testified, with some ambiguity, that Vice President Byron Main from the home office in Michigan made several appearances at the plant around "The first of the year. It was March."⁴ Thus, according to Cardoza, Main told her more than once that "Hell would freeze over" before he signed a contract with the Union. Main also advised her that one of the plants of Respondent in the East had resisted organization by the Union for 5 years, that Respondent had a plant in Sacramento which was organized by the Union and that if the Los Banos plant were organized this would make the Union too powerful. He also told her that he would refuse to sign a contract with the Union, this prior to his signing a contract with Laborers in behalf of Respondent on July 1, 1976, which included union-shop and dues-checkoff clauses. Cardoza also uncontrovertedly testified, and I find, that Plant Manager Zimmerman called her to his office one day, late in February, disparaged the Union, and offered her time off from work if she would persuade the 25 to 30 girls in her section to support Laborers.

Lonnie Bland presented some testimony, unimpressive in part, and credible in another area. He entered the employ of Respondent in November 1975 as a truckdriver, and was one of four. Their dispatcher, Algie Williams, as well as shipping department foreman, Robert Edwards, were initially stipulated to be supervisors.

Bland recalled that there was discussion of the Union in January 1976, that the Union held meetings at that time, and that he and Plant Manager Zimmerman discussed this topic. Foreman Edwards, as Bland uncontrovertedly testified, asked him in December or January to sneak a tape deck into and record a meeting of the Union and "They would buy me a supper and dinner, whatever I wanted." Bland declined, but attended the meeting and observed shipping department employee, Chuck Hess, who

² This hearing was later postponed to March 8.

³ The complaint attacked interference, restraint, and coercion from December 1975 through May or June 1976. The alleged refusal to bargain is tailored to January 26, 1976, and thereafter.

⁴ Main did not testify, but the record amply demonstrates his animosity to the Union. In fact, I note that this case could have been settled at the outset of the hearing consistent with the remedy I recommend hereinafter but for management resistance thereto, apparently his.

also did not testify, sneak a tape recorder into the meeting and record what took place. What was recorded is not disclosed herein. Directly after the meeting, Bland returned to the plant, stopped at the office, and, *inter alia*, observed Edwards and Zimmerman listening to the recording of the meeting.⁵

Bland did have lunch in mid-February with Laborers representative Crispin and Supervisor Williams. However, this came about through a request from Respondent and employee Katen, who had been active on behalf of the Union, and I base no findings adverse to Respondent upon this. I view similarly a request attributed by him to Crispin, about 1 week earlier, to sign a union card. Nor do I see anything amiss in his request to Zimmerman to sign a contract with the Union and the latter's reply that Respondent could not and that it did not want the Union in the plant because this could result in "too much wages."

I also do not rely upon the allegation that Zimmerman told Bland, on a Friday in March, that he could not attend a union meeting scheduled for the following day because he was to take a trip to Salt Lake City; Bland had allegedly told Zimmerman, on Wednesday, of his desire to attend the Saturday meeting. The simple answer is that Respondent had four drivers who rotated on out-of-state trips. The man in line, Plumley, who did not testify, allegedly refused because he "was afraid of the ice and snow." Plumley, with more seniority than Bland, had never taken such a trip and Bland conceded that he was next in line for a trip of this nature through the mountains.

Suzanne Basinger testified, and I find, that Zimmerman told her late in March that he would close the plant before he would negotiate with the Union.

C. Recognition of Laborers

James Milford is financial secretary and business manager of Laborers, which has its principal office in Modesto, California. Richard Crispin is a field representative working out of the Merced office, not too far from the premises of Respondent in Los Banos. An International representative of Aluminum Workers advised Milford, according to the latter, that its operations were basically confined to southern California but because of cost factors it was interested in bestowing its representative status upon a labor organization with local interests; Laborers then decided to obtain authorization cards from the employees of Respondent in December and this task was assigned to Crispin who lives some 8 to 10 miles from the plant of Respondent.

Milford claimed that Crispin made an initial demand for recognition on February 20.⁶ On March 4, Plant Manager Zimmerman wrote to Milford and granted recognition based on his inspection of the signed cards of a "majority" in a unit of the Los Banos employees, with the customary

⁵ Respondent disputed prior supervisory status of Edwards, but ultimately agreed that he was a foreman from December 20 on. I deem this of no real significance because it is clear that Zimmerman in effect ratified the conduct of Edwards.

⁶ As noted, Respondent was served with a notice of hearing on the representation petition of the Union and that the matter was scheduled for February 9.

⁷ The record does not reflect the extent, if any, of dual signatures, although in several instances signers of cards for the Union denied signing cards for Laborers.

exclusions. This letter was promptly posted on the plant bulletin board. On March 9, a representative of Sequoia Employer's Council, advised the Regional Office that, in view of the recognition of Laborers, it saw no purpose in participating in the scheduled representation case based on the petition filed by the Union. Some six meetings were held and, on July 1, a union-shop contract with a dues-checkoff clause, effective June 21, 1976, for 3 years, was signed between Respondent and Laborers.

For several years, until about 2 weeks before the instant hearing, Laborers rented an office in Merced from the Union and Crispin worked out of this office. He testified that he did not know whether or not the Union possessed a key to these premises; I would deem it highly remote that a landlord did not.

Crispin, not an unimpressive witness, testified as to the organizational campaign he conducted, commencing in December 1975. He claimed that he generally solicited signatures of cards in the parking lot and particularly so at noon, as well as at times at the homes of employees. He conceded that on four or five occasions he had entered the plant without requesting permission from management and that he had similarly entered the area of the loading dock. Crispin was aware, in January and February, of the organizational activities by the Union.

Around March 3 or 4, he concluded that Laborers had signed up a majority of the employees.⁷ Crispin claimed he had 48 signed cards, allegedly a majority, and more than those enjoyed by the Union on two dates described by the General Counsel in his brief, and testified that he approached Zimmerman on March 4, with these cards. He requested recognition and displayed the cards together with a typed request for recognition. Zimmerman took the cards and said he would check them. Crispin left and returned later that day. As indicated, Zimmerman recognized Laborers in writing on that date and returned the cards to Crispin who claimed that he placed them in a file in the Merced office. He also testified that he has since looked for the cards, described as the customary authorization cards, during a 4-week period prior to this hearing and discovered that they were missing.

Zimmerman, apparently subpoenaed by both sides, was unavailable and allegedly at an unidentified location in Texas. Respondent offered, and I rejected, a unilateral affidavit given by him on June 10, 1976, before a notary public in Merced County.⁸ He, in essence, corroborated Crispin, deposing that Laborers, on March 4, had cards from 68 percent of the complement of 72 employees in the unit.⁹ Pursuant thereto, recognition was granted. Zimmerman also deposed that at no time had the Union sought recognition in any direct manner except for the receipt of the petition for an election.¹⁰ Be that as it may, an ex-parte affidavit submitted without affording an adversary an

⁸ See *Fed. R. Evid.*, Rule 804(b)(1) and (5).

⁹ The General Counsel placed 70 employees in the unit on February 21, and 75 on February 25, the two dates he relies on in his brief.

¹⁰ The Board has recently reaffirmed its doctrine that the filing of a petition is not to be equated with a demand for recognition and none was made herein. *Eagle Material Handling of New Jersey*, 224 NLRB 1529 (1976).

opportunity to cross-examine the deponent may not be relied on. *Limpco Mfg., Inc.*, 225 NLRB 987 (1976). See *Fed. R. Evid.*, Rule 804, *supra*.

D. Concluding Findings

It is manifest that Respondent, and particularly Vice President Main, was hostile to the Union and that Respondent did assist Laborers ostensibly because it resented its presence in another California plant operated by Respondent.¹¹ It may be noted that the disappearance of the Laborers cards is somewhat suspect and the position of the Union leaves something to be desired. Despite the rules of evidence, it would seem just as likely that the Union, both the landlord and adversary at the time of Laborers, could have promoted access to these cards.

The General Counsel has labored in his brief to prove a card majority in favor of the Union on February 21 and 25, 1976, although not on January 26, the initial date stated in the complaint. Respondent, on the other hand, submitted figures in its brief to establish that the Union at all times material herein, and particularly January 26, 1976, the initial date relied on by the General Counsel, lacked a majority in the unit, and has stressed a speech by a Board member critical of the *Midwest Piping* doctrine.¹² While much may be said for this view, I understand the *Midwest Piping* doctrine still to be basic Board policy. On balance therefore, I do not deem the unfair labor practices described herein to be so egregious as to warrant a bargaining order and shall recommend below that the employees be given an opportunity to privately express their independent views at the ballot box.

I find nothing amiss in the lunch of Katen with Zimmerman and Crispin, and thereafter with Crispin, particularly in view of the fact that their discussions as such were not developed before me.

I do find, as testified by Cardoza, that Vice President Main told her that "Hell" would freeze over before he recognized the Union at the Los Banos plant and that he would refuse to sign a contract with that labor organization. This was manifestly a rejection of the collective-bargaining principle within the meaning of Section 8(a)(1) of the Act and it is particularly true in view of the subsequent recognition of Laborers and the signing of a union-shop contract with that labor organization on July 1, 1976.

I similarly find that Respondent, by Plant Manager Zimmerman, engaged in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act by offering employee Cardoza time off from work if she would persuade the 25 to 30 employees in her unit to support Laborers and his statement that Respondent would close down before it recognized the Union. This obviously was an inducement to support a favored labor organization.

I also find that Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by soliciting surveillance of a union meeting and by engaging in a recording of the events of this meeting.

¹¹ In no way do I intend to impugn counsel for Respondent who, in my observation, strove for at least half a day to settle this matter in essence in the manner proposed by special counsel for the two labor organizations and, in all equity, as recommended below by me.

It is axiomatic, and I find, under established precedent that Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act under the *Midwest Piping* doctrine by recognizing Laborers in the context of this case.

The influence interjected by the execution of a contract between Respondent and Laborers perforce deprived the employees of their right to select their representative in a free contest between two rival organizations. As the Fifth Circuit has stated, "the employer must withhold recognition of either union, until the rivalry is settled at the polls in a Board-conducted, secret election." *N.L.R.B. v. Signal Oil and Gas Co.*, 303 F.2d 785, 787 (C.A. 5, 1962). See also *Packerland Packing Company of Texas, Inc. v. N.L.R.B.*, 537 F.2d 1343 (C.A. 5, 1976), and *Business Envelope Manufacturers of Tennessee, Inc.*, 227 NLRB 280 (1976).

CONCLUSIONS OF LAW

1. Respondent is engaged in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. Delta-Yosemite District Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, and Laborers Local 1130, Laborers International Union of North America, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

3. By refusing under any circumstances to recognize the Union; by refusing under any circumstances to sign a contract therewith on penalty of closing down; and by soliciting, performing, and ratifying surveillance of a union meeting, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By recognizing Laborers in the face of a pending representation petition and a scheduled hearing, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

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

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action.

I shall recommend that Respondent withdraw recognition from the Laborers and cease giving effect to its unlawful contract with said labor organization or any renewal, modification, or extension thereof, until said labor organization has been duly certified by the Board. I shall further recommend that Respondent reimburse all its employees who have paid initiation fees and dues to Laborers pursuant to said contract with the latter, this including both former and present employees. Interest thereon shall be computed as set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962). The order set forth below is not intended in any way to affect existing conditions of employment.

¹² *Midwest Piping and Supply Co., Inc.*, 63 NLRB 1060 (1945).

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

ORDER¹³

The Respondent, Lifetime Doors, Inc., Los Banos, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing under any circumstances to recognize Carpenters; refusing to sign a contract therewith under penalty of closing down; and soliciting, performing, inducing, or ratifying surveillance of meetings of Carpenters or any other labor organization.

(b) Recognizing Laborers or any other labor organization in the face of a pending petition for recognition by another labor organization.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them under Section 7 of the Act.

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

(a) Withdraw and withhold all recognition from Laborers as the representative of a unit of its production and maintenance employees, with the customary exclusions, unless and until said labor organization has been duly

¹³ 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.

certified by the National Labor Relations Board as the exclusive representative of such employees.

(b) Reimburse present and former employees for all dues and initiation fees paid by them or withheld in favor of Laborers in the manner heretofore provided in the section of this Decision entitled "The Remedy."

(c) Preserve and, upon request, make available to the National Labor Relations 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 or useful to an analysis of the amount of reimbursement under this Order.

(d) Post at its place of business in Los Banos, California, copies of the attached notice marked "Appendix."¹⁴ Copies of said notice, on forms provided by the Regional Director for Region 20, after being duly signed by a representative of Respondent, shall be posted immediately upon receipt thereof, and be maintained in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notice is not altered, defaced, or covered by any other material.

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

IT IS FURTHER ORDERED that the complaint is dismissed to the extent it alleges violations not previously found herein.

¹⁴ In the event that this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."