

**A-1 Bus Lines, Inc. and Zigmond S. Bogdan. Case
12-CA-7473**

September 30, 1977

DECISION AND ORDER

BY MEMBERS JENKINS, PENELLO, AND MURPHY

On July 5, 1977, Administrative Law Judge Jennie M. Sarrica issued the attached Decision in this proceeding. Thereafter, the Respondent and the General Counsel filed exceptions and supporting briefs.

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, to modify her remedy,² and to adopt her recommended Order.

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, A-1 Bus Lines, Inc., Miami, Florida, 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 The 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 her findings.

² In accordance with our decision in *Florida Steel Corporation*, 231 NLRB 651 (1977), we shall apply the current 7-percent rate for periods prior to August 25, 1977, in which the "adjusted prime interest rate" as used by the Internal Revenue Service in calculating interest on tax payments was at least 7 percent.

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 the opportunity to present their evidence, it has been decided that we violated the National Labor Relations Act and we have been ordered by the National Labor Relations Board to post this notice. We intend to abide by the following:

The Act gives employees the following rights:

- To organize themselves
- To form, join, or help unions
- To act together for collective bargaining, or other mutual aid or protection
- To bargain collectively through representatives of their own choosing
- To refuse to do any or all of these things.

WE WILL NOT in any other manner interfere with you in the exercise of those rights. All our employees are free to become or refuse to be members of Amalgamated Transit Union, AFL-CIO-CLC, or any other union.

WE WILL NOT discharge employees because they seek to obtain union representation, or because they act together for their mutual aid or protection.

WE WILL offer Zigmond Bogdan his old job back, and make him whole for any loss of pay he suffered, together with interest.

A-1 BUS LINES, INC.

DECISION

STATEMENT OF THE CASE

JENNIE M. SARRICA, Administrative Law Judge: This is a proceeding under Section 10(b) of the National Labor Relations Act, as amended (29 U.S.C. 151, *et seq.*), hereinafter referred to as the Act. Based on charges filed on November 12, 1976,¹ a complaint was issued on December 16, presenting allegations that A-1 Bus Lines, Inc., hereinafter referred to as Respondent, committed unfair labor practices within the meaning of Sections 8(a)(3) and (1) and 2(6) and (7) of the Act. Respondent filed an answer denying that it committed the violations of the Act as alleged. Upon due notice, the case was heard before me at

¹ All dates are in 1976 unless otherwise stated.

Coral Gables, Florida, on February 10, 1977. Representatives of the parties entered appearances and had an opportunity to participate in the proceeding, to introduce evidence, to examine and cross-examine witnesses, and to argue orally on the record. Oral argument by the parties is included in the transcript of the hearing. Both parties waived the right to file briefs.

Upon the basis of the pleadings, the evidence, and the entire record including my observation of the demeanor of the witnesses, and after due consideration of the arguments presented, I make the following:

FINDINGS OF FACT

I. BUSINESS OF RESPONDENT

The complaint alleges, the answer admits, and I find that Respondent, a Florida corporation, is engaged at Miami, Florida, in the bus charter and sightseeing business. In the course and conduct of its business, Respondent's gross annual revenues are in excess of \$50,000, and its annual purchases of goods, supplies, and materials from suppliers located within the State of Florida are in excess of \$50,000 which goods, supplies, and materials were received by such suppliers directly from places outside the State of Florida. Respondent admits, and I find, that Respondent is now, and has been at all times material herein, an employer within the meaning of Section 2(2) of the Act, engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and I find that Amalgamated Transit Union, AFL-CIO-CLC, hereinafter referred to as the Union, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES INVOLVED

A. Background

In late 1975, the Union engaged in a campaign to organize Respondent's employees. Employee Bogdan participated in this campaign on behalf of the Union, but the nature and degree of this participation is not fully developed in the record. Following a Board-conducted election in December 1975, which the Union lost, the union activity subsided but plans were formulated to resume the activity at a time which would coincide with a new petition for an election when such could be filed under Section 9 of the Act. During this period of quiescence Zigmond Bogdan from time to time spoke with a number of fellow employees concerning the desirability of having the Union represent

² Cases 12-CA-7080 and 12-CA-7175 were heard before Administrative Law Judge Julius Cohn on various dates in July and August, and no exceptions to his Decision of December 8 were filed. In that Decision it was found that Respondent discriminatorily refused to pay employees Bogdan and White a Christmas bonus, and told those employees that this was because their efforts to get a union in the plant had cost the Company \$4,000, and that when the Company got its money back, Bogdan and White could get their bonus.

³ Respondent claims it was informed by the Wage and Hour investigator

them, but he did not seek or obtain any signed authorization card.

On March 29, a complaint against Respondent was issued involving Bogdan and a fellow employee containing allegations of violations of Section 8(a)(1) and (3) of the Act.²

Also in March, Bogdan and former fellow employee Sykes went to the Wage and Hour Office with a complaint that Respondent did not pay its drivers overtime for the hours worked in excess of 40 a week as required by the Fair Labor Standards Act. While there Bogdan signed a complaint.³ The Wage and Hour Division subsequently conducted an investigation of Respondent's operations and, on August 30, sent Respondent a report entitled "Summary of Unpaid Wages," which revealed that a total of \$15,064.26 in unpaid wages, under the Fair Labor Standards Act, was due 13 employees, including \$922.16 owed Bogdan. Company President Chester E. Perpall admitted that he received a copy of the "Summary" early in September, and that at some unspecified time he discussed the findings of the Wage and Hour Division with Sykes, who was discharged by Respondent in the fall of 1975, but that he did not discuss it with Bogdan until the events of November 9, as hereafter related.

B. The Supervisory Status of Storti

George J. Storti was employed as a dispatcher. Company practice gave drivers preference in job assignments according to seniority. Storti's duty was to maintain the assignment board, where he posted the jobs for a given date with the name of the specific driver assigned to each trip. This he prepared by giving the "more desirable" runs to the senior drivers. However, if a driver felt that his assignment was not proper or if for personal reasons he preferred another run, he could "bump" any driver with less seniority from any job assignment that Storti had made, provided he made his choice known by 3 p.m. of the day prior to that on which the work was to be performed. The maintenance of the assignment board, therefore, did not involve the exercise of independent judgment and discretion, but simply the performance of routine or clerical tasks.

Bogdan testified, on the basis of hearsay, or on what he regarded as "common knowledge" in the shop, that Storti hired and fired and on occasions disciplined employees. The basis for his "common knowledge" was not developed in the record. The only testimony that Bogdan gave which tended to show that Storti exercised supervisory authority was his statement that he was hired initially in 1969, as a temporary employee, by Storti, who arranged for his work during the winter each year thereafter until 1973, when he became a full-time employee. I find this testimony insufficient to establish that Storti did anything more than

that it was Sykes who filed the complaint with the Wage and Hour Division pursuant to which the division acted. In my view it is irrelevant whether Sykes also filed a complaint. Bogdan's testimony that he signed a complaint is uncontradicted, and I credit it. It is sufficient that in filing the complaint Bogdan was acting for the benefit of himself and other drivers, and his action in that regard constituted concerted activity protected by the Act. Whether Bogdan's complaint had merit is immaterial. *N.L.R.B. v. Washington Aluminum*, 370 U.S. 9 (1962).

the routine tasks of taking Bogdan's application and later informing him of the decision of higher management to employ or reemploy him.

The burden of proving supervisory status rests on the party alleging its existence. *The Detroit Edison Company*, 123 NLRB 225, 230 (1959); *Riss and Company, Inc.*, 127 NLRB 1327, 1330 (1960). In this case the General Counsel has failed to prove by a preponderance of the evidence that Storti was vested with supervisory authority. Accordingly, the allegations of the complaint, to the extent that they are predicated on statements made by Storti,⁴ must be dismissed.

C. The Discharge of Bogdan

November 9 was a nonworkday for Bogdan, but he went to Respondent's premises arriving there about 1 p.m., and parked his car facing an open but covered work area. Perpall was not then present, and Bogdan spent some time talking with Storti. About 1:30 p.m. Perpall and his wife arrived and parked their automobile about 3 spaces nearer the office from Bogdan's car. Mrs. Perpall (who regularly works in the office) went into the building, and Perpall, upon being told by Storti that Bogdan wished to talk with him, joined the latter near Bogdan's car. Bogdan showed Perpall some damage to the taillight on his car and remarked that he hoped someone was not playing tricks on him. Perpall remarked that he had the same damages on his car and took Bogdan over to where it was parked and

showed it to him. After some discussion which lasted only a few minutes, Bogdan said he had something to show Perpall, and the two returned to Bogdan's car, where the latter got a letter he had received from the Wage and Hour Division, and asked that Perpall read it.⁵ Upon reading the letter, Perpall told Bogdan that he did not care what Bogdan did with the letter; that Everhart (the Wage and Hour investigator) was all wrong; that he did not know the law, but was learning; that up to that moment he did not know who had started the matter, but now he knew it was Bogdan. Then Perpall stated, "I've had it up to here with you (raising his arm to his chin); I have men in my office every day telling me you are trying to start the Union again." Perpall then told Bogdan that he was fired, and to get out or he would have him thrown out. At this point Bogdan told Perpall that he was obviously angry, and that he had best "cool off," but Perpall, in a loud voice, reiterated his directive that Bogdan get out, adding, "I don't like you anyway," and then turned and went inside the office. Bogdan then collected his pay and left the premises.⁶

The same day that Bogdan was discharged, he filed an application for unemployment compensation giving the reason for his discharge as "Boss, Mr. Perpall said he didn't like me because I participated in affairs involving Wage and Hour Division." The application also indicated that Bogdan's date of birth was August 17, 1912.⁷ A copy of the application was sent to Respondent with a request that it

⁴ Bogdan testified that early in November, in a telephone conversation with Storti, he was told that Respondent's officials, including specifically Perpall, were cussing him (Bogdan) because Bogdan was trying to start the Union again. Bogdan told Storti that there was no secret about his activity, that he had talked to a number of employees about the Union, that when it could lawfully be done another petition would be filed, and that preliminary thereto he intended to solicit the employees to sign authorization cards for the Union. When Storti repeated his original statement to Bogdan, the latter replied that he could not help what Perpall thought, that what he was doing was his right, and within the law. Storti admitted that he frequently spoke with Bogdan by telephone, but he denied making any statement of the nature attributed to him by Bogdan.

⁵ The letter dated October 19, and addressed to Bogdan, stated:

This refers to information you gave us regarding your employment by the above-named firm (A-1 Bus Lines). This letter is to inform you of the results of our investigation of this firm and of your rights under the Fair Labor Standards Act.

The investigation revealed that you were not paid as required by the Act. It is estimated that \$922.16 in back wages are due you for the period from August 13, 1974, to June 2, 1976.

The firm was requested to pay the back wages but did not agree to do so. Under our administrative procedure we are not authorized to order or require an employer to pay back wages. Only a court can do this.

In view of this situation, I would like to call your attention to the independent right of any employee to bring suit to recover back wages due as explained on page 15 of the enclosed Handy Reference Guide. Such suits may be brought in any federal or state court of competent jurisdiction. The Department of Labor does not encourage or discourage back wage suits. The decision is entirely up to the employee.

Most wage claims are subject to a two year [statute] of limitations which means that any part of a claim which was earned more than two years before suit is filed may not be collectible.

Sec. 16(b) of the Fair Labor Standards Act (29 U.S.C. 216(b)) provides in substance that an employer who violates the minimum wage or overtime provisions of the act shall be liable to his employees for the unpaid wages, plus an additional equal amount as liquidated damages, and reasonable attorney's fees, but the right of an employee to bring or maintain such a suit

is suspended upon the filing by the Secretary of Labor for an injunction under sec. 17 of the act. Sec. 16(c) authorizes the Secretary of Labor to supervise the payment of unpaid minimum or overtime compensation owing to any employee, and provides that the agreement of the employee to accept such payment and the payment thereof shall constitute a waiver of the employee's right to proceed under sec. 16(b). There has not been cited, nor has my own search revealed any rule or regulation of the Secretary of Labor defining when and under what circumstances the Secretary will take over supervision of the payments of wages that may be due the employees under the act, and when he will leave it to the employees to pursue their rights under the act. So far as this record shows the only action by the Secretary of Labor on Bogdan's complaint was to conduct an investigation and thereafter to advise 13 employees that they were each due a specified sum of money.

⁶ The foregoing is based on the credited testimony of Bogdan. Perpall denied that he told Bogdan that he had not known who started the Wage and Hour matter, but now knew it was he, or that men were telling him Bogdan was trying to start the Union again. He admitted that on November 9 Bogdan gave him the letter from the Wage and Hour Division to read and that upon doing so he told Bogdan that he did not agree with it, and that the latter could do as he wished about it; that his conversation with Bogdan got him "pretty irritated"; that he was getting mad; that he asked Bogdan, "Why don't you get off my back"; that he told Bogdan, "I have it up to here with you"; and that drivers were telling him everyday that Bogdan was "bad mouthing" him and the Company. Perpall claims that he finally reached the point that he told Bogdan he was in no condition to talk to him and wanted him to leave the property; that when Bogdan replied that he would leave when he got ready, he replied, "No, I want you to leave now"; and that when Bogdan again said he would leave when he was ready, he told Bogdan, "In that case you are fired," and went into the building. My consideration of the entire record leads me to the conclusion that I cannot credit Perpall's version of the events of November 9.

⁷ The application for employment which Bogdan filed with Respondent at the time of initial hire in November 1969 gave his date of birth as August 17, 1917. Bogdan testified that when he obtained his original driver's license in Florida, the state office made an error in his date of birth, and he has at all times used the 1917 date for all matters connected with his driving. Respondent relies on this birthdate discrepancy as justifying Bogdan's discharge. The evidence is clear that Respondent was not aware of this until

(Continued)

give its reasons for Bogdan's discharge. The reply, signed by Perpall, states:

Mr. Bogdan was discharged for insubordination by refusing to leave the property when ordered to do so by the President of the Company and making derogatory remarks about the Company, its officials and other employees of the Company.

Testifying on direct, Perpall stated there were a number of reasons for Bogdan's discharge. Among the reasons related were: Bogdan was always a minimal employee, doing no more than was necessary; Bogdan was unable to get along with other employees; Bogdan tried to keep other employees from doing a good job; on an assignment Bogdan refused to handle baggage any further than the immediate area of the bus and required passengers to bring their luggage to him; there were many complaints about this and he had to take Bogdan off one job because of it; Bogdan told other drivers they did not have to handle baggage; Bogdan was a constant complainer and always wanted to talk about it; during the Wage and Hour investigation he discovered that Bogdan had padded his timecards, but admitted that after talking to Bogdan, he decided not to discharge the latter for that alleged infraction; and he had been told by other drivers and customers that Bogdan was running down the Company. Perpall concluded this aspect of his testimony by saying that he could relate other reasons for Bogdan's discharge for a month because it has been a constant buildup of nagging problems until the events of November 9, which was the "final straw that broke the camel's back."

On cross-examination, Perpall testified that Bogdan had always been a marginal employee; he had known for "some years" that Bogdan could not get along with other people; and has known that Bogdan was a chronic complainer since shortly after he hired Bogdan. In this connection it may be noted also that Respondent offered no evidence whatsoever to corroborate Perpall's recitation of numerous complaints from drivers and customers or verification that Bogdan was "bad-mouthing" the Company and its officers.

Contentions and Conclusions

With respect to whether Bogdan was discharged by Perpall because he engaged in union and concerted activity which the statute protects, my consideration of the entire record convinces me, and I therefore find and conclude that Perpall discharged Bogdan because, it had come to his attention that Bogdan was renewing his efforts to obtain union representation, and was responsible, at least in part, for the investigation by the Wage and Hour Division. Not only is there the credited testimony of Bogdan, but there is

it received a copy of the unemployment claim; hence it could not have been a factor in Perpall's decision to discharge Bogdan.

⁸ Perpall's testimony that he could relate misdeeds by Bogdan for a month indicates his propensity to exaggerate, and to seize upon anything, whether actually related to the discharge or not, which he thinks might give it an aura of legitimacy.

⁹ Par. 5(b) of the complaint alleges that on November 9 Perpall threatened Bogdan with bodily harm if the latter failed to remove himself from the premises, and par. 5(c) alleges that on the occasion referred to

the admission of Perpall that as a result of his discussion with Bogdan he became "pretty irritated," and finally "got mad" with Bogdan, and that the discussion with Bogdan was "the straw that broke the camel's back." It is difficult to understand what irritated Perpall and caused him to become angry if it were not the letter from the Wage and Hour Division, as that was the only thing of consequence they discussed. Their discussion concerning the damage to the taillights does not appear to have caused any expression of emotion on the part of either man.

The reasons assigned by Perpall to justify Bogdan's discharge on November 9 simply do not withstand scrutiny. Although Perpall claimed that Bogdan had always been a marginal employee, could not get along with his fellow employees, and was a chronic complainer, he also claimed he has known this for Bogdan's entire period of employment. Yet Bogdan was rehired repeatedly, at first on a seasonal basis and when Bogdan was willing, as a permanent employee, and Perpall never found such conduct to warrant discharge; for that matter it does not appear to have elicited even a reprimand. The claim that Bogdan had padded timecards, Perpall admitted, was not sufficiently meritorious to warrant discharge. Moreover, it is not without significance that when the Bureau of Unemployment Compensation asked Respondent for the reason or reasons for the discharge, none of these factors was assigned as justification for the discharge. The fact that the reasons Respondent assigns for the discharge do not withstand scrutiny is of itself evidence that the discharge was discriminatorily motivated.⁸ As the Court of Appeals for the Ninth Circuit stated the principle in *Shattuck Denn Mining Corporation (Iron King Branch) v. N.L.R.B.*, 362 F.2d 466, 470 (1966):

If he [the trier of fact] finds that the stated motive for a discharge is false, he can [certainly] infer that there is another motive. More than that, he can infer that the motive is one that the employer desires to conceal—an unlawful motive—at least where, as in this case, the surrounding facts tend to reinforce that inference.

Accordingly, for the reasons stated, I find and conclude that by discharging Bogdan, Respondent violated Section 8(a)(1) and (3) of the Act.⁹

Upon the foregoing findings of fact, and the entire record in the case, I state the following:

CONCLUSIONS OF LAW

1. Respondent A-1 Bus Lines, Inc., is an employer within the meaning of Section 2(2) of the Act and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Perpall created the impression of surveillance by telling Bogdan that he had been informed that the latter was trying to start the Union again. I recommend that both allegations be dismissed. The evidence falls short of proving that Perpall threatened Bogdan with bodily harm. Bogdan's testimony, which I have credited, was that Perpall stated that he had been told by other employees who came to his office that Bogdan was trying to start the Union again. In my view Bogdan could not reasonably interpret what Perpall said as indicative that Perpall had Bogdan's union activity, or the union activity of any other employee, under surveillance.

2. Amalgamated Transit Union, AFL-CIO-CLC, is a labor organization within the meaning of Section 2(5) of the Act.

3. By discharging Bogdan because he engaged in concerted activity for mutual aid or protection, Respondent interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices proscribed by Section 8(a)(1) of the Act.

4. By discharging Bogdan because he assisted and supported the Union, Respondent discriminated against him in regard to his wages, hours, and terms and conditions of his employment to discourage membership in the Union, thereby violating Section 8(a)(3) and (1) of the Act.

5. 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 Respondent has engaged in, and is engaging in, unfair labor practices proscribed by the Act, it will be recommended that it be required to cease and desist therefrom and to take the affirmative action set forth below, designed and found necessary to effectuate the policies of the Act.

Having concluded that Respondent interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 of the Act, by discriminating against Zigmond Bogdan with respect to his tenure of employment because he engaged in concerted and protected activities, and having concluded that such unlawful conduct permeates the very purpose and policy of the Act, I shall recommend that Respondent be required to cease and desist from in any other manner interfering with, restraining, or coercing its employees in the exercise of their Section 7 rights. *N.L.R.B. v. Entwistle Manufacturing Company*, 120 F.2d 532 (C.A. 4, 1941); *California Lingerie, Inc.*, 129 NLRB 912 (1960).

Having found that Respondent unlawfully discharged Zigmond Bogdan on November 9, 1976, I shall recommend that Respondent be required to offer him immediate, full, and unconditional reinstatement¹⁰ to his former position or, if such position no longer exists, to a substantially equivalent one, without prejudice to any seniority or other rights and privileges previously enjoyed, and to make him whole for any loss of earnings suffered as a result of the discrimination against him, by payment to him of a sum of money equal to that which normally he would have earned, absent the unlawful discharge, with backpay and interest computed under the established standards of the Board, in accordance with the formula set forth in *F. W. Woolworth*

¹⁰ Nothing herein shall be construed as preventing the application of established employment policies, such as a retirement plan, administered in the normal course of business and in a manner free from discrimination under the Act.

¹¹ 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

Company, 90 NLRB 289 (1950), and *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

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

ORDER¹¹

The Respondent, A-1 Bus Lines, Inc., Miami, Florida, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Amalgamated Transit Union, AFL-CIO-CLC, or any other labor organization of its employees, by discharging or otherwise discriminating in regard to the hire or tenure of employment or any other term or condition thereof.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other 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 designed and found necessary to effectuate the policies of the Act:

(a) Offer Zigmond Bogdan immediate, full, and unconditional reinstatement to his former position or, if that position no longer exists, to a substantially equivalent one, without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of earnings suffered, in the manner indicated in the section hereof entitled "The Remedy."

(b) Preserve and, upon request, make available to authorized agents of the National Labor Relations Board, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary or useful in determining compliance with this Order, or in computing the amount of backpay due as herein provided.

(c) Post at its establishment in Miami, Florida, copies of the attached notice marked "Appendix."¹² Copies of said notice on forms provided by the Regional Director for Region 12, after being signed by an authorized representative, shall be posted as herein provided immediately upon receipt thereof, and be so maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by it to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the aforesaid Regional Director, in writing, within 20 days from the date of this Order, what steps it has taken to comply herewith.

its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

¹² In the event that the Board's 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."