

Ambulance Services of New Bedford, Inc. and Teamsters, Chauffeurs, Warehousemen and Helpers Local 59, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 1-CA-11524

April 20, 1977

DECISION AND ORDER

BY MEMBERS JENKINS, PENELLO, AND WALTHER

On January 25, 1977, Administrative Law Judge Sidney J. Barban issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief, and General Counsel filed a brief supporting the Decision.

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 conclusions² of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

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, Ambulance Services of New Bedford, Inc., New Bedford, Massachusetts, its officers, agents, successors, assigns, and any joint employer or party in interest as defined in the Remedy section of the Administrative Law Judge's Decision, shall take the action set forth in the said recommended Order, as modified below:

1. In paragraph 1(b), substitute the word "other" for the phrase "like or related."
2. Substitute the attached notice 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 his findings.

² We adopt the Administrative Law Judge's finding that Respondent's discharge of employee Coelho violated the Act. We note however that the Administrative Law Judge provided for only a narrow cease-and-desist order. The discharge of an employee for engaging in protected activities, as was the situation here, is an unfair labor practice which goes to the very heart of the Act, and in such cases the Board has traditionally provided

broad injunctive language constituting a broad order. Accordingly, we shall modify the Administrative Law Judge's recommended Order to require that the Respondent cease and desist from in any other manner infringing upon the rights guaranteed to its employees by Sec. 7 of the Act. *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F.2d 532 (C.A. 4, 1941); *Skrl Die Casting, Inc.*, 222 NLRB 85 (1976).

APPENDIX

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

WE WILL NOT discharge or refuse reemployment to employees, or otherwise discriminate in regard to their hire, tenure of employment, or any terms and conditions of employment, because they have engaged in concerted activities for the purpose of mutual aid or protection.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of their right to engage in concerted activities for the purpose of mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act, as amended.

WE WILL offer George Coelho immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges.

WE WILL make whole George Coelho for any loss of pay he may have suffered as a result of the discrimination against him by paying him all wages lost, together with interest at the rate of 6 percent per annum.

AMBULANCE SERVICES OF
NEW BEDFORD, INC.

DECISION

STATEMENT OF THE CASE

SIDNEY J. BARBAN, Administrative Law Judge: This matter was heard at Boston, Massachusetts, on November 1, 1976 (all dates herein are in 1976, unless otherwise noted), upon a complaint issued on April 28, based upon charges filed on March 15 and April 19 by the Charging Party, Teamsters, Chauffeurs, Warehousemen and Helpers Local 59, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (herein the Union), against Ambulance Services of New Bedford, Inc. (herein Respondent). The complaint alleges that on or about February 24 Respondent discharged George Coelho because of activities on behalf of the Union or because he engaged in concerted activities protected by Section 7 of the Act, thereby violating Section 8(a)(1) and (3) of the Act. Respondent's answer denies the commission of the unfair labor practices alleged.

Motion to Amend Complaint

In her brief, General Counsel requests that "[s]ince on the basis of the stipulation of the parties, Ambulance Services of New Bedford, Inc. and Allied Ambulance, Incorporated are a single Employer within the meaning of the Act, Counsel for the General Counsel hereby moves to amend the Complaint to join Allied Ambulance, Incorporated as a party Respondent and that all remedies found appropriate be imposed upon both named Respondents." The record does show that the parties stipulated for the purposes of this proceeding that the two corporations are "a joint employer . . . within the meaning of the Board's case law." However, General Counsel did not seek to amend her complaint at the hearing. In the circumstances, in the absence of a charge and complaint naming Allied Ambulance, Incorporated, and without affording that corporation an opportunity to defend against the complaint, I cannot include it as a party respondent in this matter or issue an order against it. Indeed, I have no means of determining that counsel for Respondent was authorized to speak for Allied Ambulance, Incorporated, in making the stipulation referred to above. However, this is not to say that Allied Ambulance may not have a responsibility to remedy any unfair labor practices which may be found herein. Cf. *N.L.R.B. v. Hopwood Retinning Co., Inc., & Monarch Retinning Co., Inc.*, 98 F.2d 97 (C.A. 2, 1938), and 104 F.2d 302 (C.A. 2, 1939). This will be further considered hereinafter.

Upon the entire record in this case, from observation of the witnesses and their demeanor, and after due consideration of the briefs of the General Counsel and Respondent, I make the following:

FINDINGS AND CONCLUSIONS

I. JURISDICTION AND LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find the following:

Respondent, a corporation organized under the laws of the Commonwealth of Massachusetts, engaged at times material to this matter in the operation of an ambulance transportation service for the ill in the city of New Bedford, Massachusetts, in a recent annual period received \$250,000 in gross revenues from institutions, commercial enterprises, and governmental instrumentalities located in the Commonwealth of Massachusetts, each of which meets any of the Board's dollar volume standards for assertion of jurisdiction, other than those based solely on indirect inflow or indirect outflow of goods and services.

At all times material to this matter, Respondent has been engaged in commerce within the meaning of the Act.

The Union is a labor organization within the meaning of the Act.

¹ Respondent's general manager, Valvade, disputes the testimony of General Counsel's witness Coelho that such a meeting occurred. Although Coelho states that Valvade attended the meeting, Valvade was not employed by Respondent at the date Coelho places the meeting. However, Valvade may well have been employed by Allied at that time. I have credited Coelho as to this meeting because the probabilities are that in these circumstances the employees would make such a request.

II. THE FACTS

A. *The Dishonored Checks*

The facts in this matter are largely undisputed. Beginning prior to December 1973 and continuing at least through February 1976, Respondent's employees experienced considerable difficulty with their paychecks. These checks were frequently returned due to insufficient funds to cover them. Respondent states that it explained to the employees that this was due to the fact that deposits which it made to cover the payroll checks would not clear in time because the checks deposited were on distant banks, and also that governmental agencies were remiss in making payments owed Respondent. Respondent also complained that an official of the bank whom it was compelled to use at the time was hostile and would not cooperate with Respondent.

The employees frequently discussed this problem among themselves and at one time, in late 1973, the employees, at one of their regular meetings with management of Respondent, requested that they be paid in cash instead of by check because of the problems they had in cashing Respondent's checks. Respondent could not agree on a method of accomplishing what the employees desired at that point.¹

At various times Respondent resorted to several expedients to attempt to rectify the situation in which the payroll checks it was issuing were so frequently dishonored. Throughout the period involved Respondent suggested that the employees redeposit their returned checks, apparently with the idea that Respondent's deposits would clear by that time and there would be funds to cover the dishonored checks. However, this was not always true and a number of such checks would be returned, dishonored, a second time. Apparently concurrently with this practice, Respondent, in mid-1975, instituted a practice whereby employees whose checks had been returned for insufficient funds, and who made a complaint to Respondent, might be given another check on another bank in exchange for the check which had been dishonored.² By the end of 1975, Respondent's employees were experiencing difficulty in having banks in New Bedford cash their checks. In mid-January 1976, Respondent instituted still another procedure which ran concurrently with those described above. Respondent made arrangements with a branch of the First National Bank of New Bedford that it would cash the employees' paychecks if they were coendorsed by Valvade or by Kenneth Cline, an assistant manager of Respondent's New Bedford facility. However, such endorsement was not automatically made. Employees who desired to cash their checks at this particular branch bank were required to request Cline or Valvade to coendorse their checks. It is not clear to what extent the employees availed themselves of this procedure, but it is evident that not all of them did so.

² It is noted that the original paychecks given the employees show the payor as "A A Services" located in Brockton, Massachusetts, signed by "Allen H. Davis," a corporate officer of Respondent, and drawn on a Brockton bank. (See G.C. Exh. 2 and Resp. Exh. 5.) The replacement checks were also signed by "Allen H. Davis." They show the payor as "Ambulance Service of New Bedford D.B.A. Allied Ambulance Service" and were drawn on The First National Bank, New Bedford, Massachusetts (Resp. Exh. 6).

Sometime in December 1973, Respondent's employees were in contact with the Union. In September 1975, Respondent agreed, in settlement of a complaint issued by the Regional Office of the Board (without admitting the commission of the alleged unfair labor practices), that Respondent would recognize and bargain with the Union as the representative of the employees in an appropriate unit. One of the bargaining demands which the employees requested of the Union was that they be paid in cash rather than by check. It was later reported to the employees that the Respondent had refused this demand.³ Respondent closed its New Bedford facility in April 1976, before the Union had secured a collective-bargaining contract with Respondent.

B. *The Discharge of George Coelho*

George Coelho was employed by Respondent as an ambulance driver and attendant at its New Bedford facility in early December 1973. Coelho was assigned to work out of one of the police stations in that city. He participated in the discussions among the employees concerning their problems with dishonored paychecks received from Respondent and their desire to be paid in cash. He was present at the meeting when the employees requested that they be paid in cash, and also at the meetings with the Union and the employees in which the latter presented their complaints about their paychecks to the Union.

Prior to January 24, 1976, Coelho had received three or four paychecks from Respondent which had been dishonored. His paycheck dated January 24, 1976, was likewise returned. Coelho called Cline, the assistant manager, who advised him to reprocess the check. Coelho did so, and the check was returned a second time because of insufficient funds. Coelho then visited Respondent's New Bedford office to talk about this. He found both the manager and Cline busy with other employees who were likewise complaining about their paychecks, and was unable to obtain any satisfaction about his situation. He then sought advice from a police detective, who advised Coelho to file a complaint against the Respondent.⁴ Coelho on the morning of February 14, 1976, signed a complaint against Allen H. Davis because of the dishonored check.

Respondent found out about the complaint on February 20, and on February 23 Valvade called Coelho into the New Bedford office and gave him cash for the dishonored check. Coelho was told to continue working out of the central office that day. The next day Coelho went to work at his regular station until called into the main New Bedford office about 11 a.m. At that time he was discharged by Valvade, who told him that there was no complaint about his work but that he was being terminated because he had filed a criminal complaint against the head

³ Valvade testified that at the bargaining negotiations the Union "did voice complaints that the employees had about bad checks," but "not in the form of formal notification," and Valvade denied that the Union made "any requests" concerning this matter. I find this denial very difficult to believe.

⁴ It is apparent from Coelho's testimony that in his conversation with the detective there was discussion of the dishonoring of employee paychecks generally, not merely his own. On direct examination, Coelho stated that as part of this conversation, he was advised to "go and sign a complaint in the Court. . . . They [Respondent] knew that they had been coming back." On cross-examination, he stated that this was not the first check that had been

of the corporation and because Respondent considered him "incompatible with management." Valvade said that he would not put these reasons in writing. When Coelho returned on Friday for his pay, he was paid in cash, and was again refused a written explanation for his termination.

Respondent's witnesses assert that Coelho was discharged for filing a criminal complaint against Davis, which, it is claimed, was in violation of the following written rules of conduct known to Coelho:

Any employee found to maliciously disseminate [sic] derogatory remarks or information with reference to the company will be terminated immediately.

It is fitting and proper that respect be shown to members of management. Due to past abuses, all members of management will be addressed as Mr., Mrs., or Ms., whichever properly applies followed by their last name.

Analysis and Conclusions

For more than 2 years Respondent's employees were concerned with the fact that their paychecks were frequently returned because of insufficient funds to cover them. This was a matter discussed among the employees, including Coelho, during this entire period. When Respondent agreed to recognize the Union as the bargaining agent of the employees in September 1975, one of the employee complaints was that they no longer wished to be paid by check. Respondent was aware of the employee complaints both by complaints from individual employees and by the Union's position asserted during the bargaining negotiations.⁵

Coelho had been paid on three or four occasions, prior to January 24, 1976, with checks that were dishonored. When his paycheck dated January 24, 1976, was also dishonored, he complained to Assistant Manager Cline, who told Coelho to reprocess the check. Coelho did so. When the check was again dishonored, Coelho attempted to get some sort of satisfaction from Respondent's manager and assistant manager at New Bedford, but was unable to get the information desired because those managers were busy with other employees who were also complaining about dishonored paychecks. Coelho then sought the advice of a police detective (a reasonable choice since Coelho regularly worked out of a police station while employed by Respondent), who recommended that Coelho file a complaint with the court against Respondent. In discussing this problem with the detective, as found, Coelho placed the difficulty in the context of the problems the employees were having generally in being reimbursed for their paychecks. When Coelho filed a complaint against Re-

dishonored and that "there were numerous banks of New Bedford who would not accept their checks."

⁵ That these complaints continued is evident from the fact that Respondent instituted a third expedient in January 1976 to cover checks that were still being dishonored. Contrary to Respondent's argument that there were no complaints after that, Coelho testified without contradiction that such complaints were being made to Respondent's New Bedford manager and assistant manager until just before the day he filed a complaint against Respondent's president.

spondent's president for issuing the dishonored check of January 24 (the president had signed it), he was discharged by Respondent for that action.

Respondent contends that when this check was dishonored, Coelho should have returned it to Cline for coendorsement, in accordance with an arrangement Respondent had adopted to have these checks cashed, instead of going to court and filing a complaint. But this ignores the fact that it was Cline, himself, who suggested that Coelho reprocess the check, not that it be returned to him for endorsement. When Coelho later went to see Cline about the check, Cline was not available to take care of Coelho's problem. Further, when an employer issues a paycheck, it assumes a responsibility that that check be honored upon deposit. The burden cannot be shifted to the payee, without the payee's consent, to take steps, that may be inconvenient, embarrassing, or undesirable to the payee, to have the check made good. Indeed, the State has provided the very remedy which Coelho employed to protect the interest of the community in the free negotiability of such instruments.

The General Counsel contends that Coelho's action in filing a complaint against Respondent's president was part of the course of conduct of the employees, and an extension of their efforts and that of the Union which they chose to represent them, to secure correction of a fundamental condition of their employment, and thus constituted protected concerted activity for the purpose of mutual aid and protection of the employees' working conditions. In support of this position, General Counsel relies principally on the Board's decision in *Afro-Urban Transportation, Inc.*, 220 NLRB 1371 (1975) (in which I served as the Administrative Law Judge). In that case the discharged employee (Dusenberry) had previously discussed with a fellow employee the problem of dishonored paychecks and the need to secure union representation. To cover one such dishonored paycheck, Dusenberry's employer had given him a second check drawn on another bank. When Dusenberry, came for his next pay, at his request he was paid by cash, but was told 1 week's pay was being withheld until Dusenberry returned the dishonored check (which he had not previously been told to return). Dusenberry responded, by stating that he would go to "the union . . . the government agencies that funded the company, . . . the Department of Labor, and I considered it a criminal action . . . I should go to the police about it." Thereupon Dusenberry was discharged. I agreed that such employee effort to seek the aid of governmental agencies to protect or improve working conditions of the employees generally is a protected activity, but held that Dusenberry's further statement that he would go to the police and to the government agencies funding the employer indicated that Dusenberry was activated by personal animosity and personal interest only and thus was not engaged in concerted activity. The Board reversed, finding not only that resort to governmental agencies to protect working conditions generally constituted activity protected by the Act, but that Dusenberry's "previous attempts to join the Union, his conversations with . . . the only other employee

similarly situated, in which both the Union and [the employer's] pay practices were discussed, and the feeling on both their parts that a need existed 'for a union to protect them in such situations,' " constituted sufficient concerted activity to afford Dusenberry statutory protection in the situation. The Board further held that the facts did not support a finding that Dusenberry was engaged in a personal venture showing malice or bad faith.

Respondent here, while conceding that in some instances individual action may be protected as activity on behalf of employee working conditions generally, asserts that in this instance the actions of Coelho were only in his own individual interest and constituted an impermissible attack upon Respondent's president and thus were not protected by the Act. Respondent in its brief distinguishes *Afro-Urban Transportation* as follows: "[T]here is no evidence of union animus on the part of Respondent. Coelho did not threaten to go to the Union. In fact, the Respondent had no way at all of connecting the filing of the complaint to the Union. While the Board in *Afro-Urban* held that Dusenberry's outburst was provoked by the employer's threat to withhold one week's pay, there was no such provocation of Coelho in the instant case. Coelho did not go to the Union; he did not go to the Massachusetts or United States Department of Labor. Instead, he filed a criminal complaint against his Employer, without even notifying the latter of his intent."⁶

After due consideration of the arguments and precedents cited by Respondent, I have concluded that the legal situation in this case is not fairly distinguishable from that in *Afro-Urban Transportation* and that the Board's decision in that case is binding on me here. In this matter it is clearly shown that the constant dishonoring of the employees' paychecks was a matter of common concern, not merely of concern to Coelho. The employees had previously, and apparently continually, complained to Respondent about this; the employees had gone to the Union, and had gone to the Board to compel Respondent to recognize and bargain with the Union; and the Union had presented the employees' complaint on this score at the bargaining table. Coelho's action in seeking the advice of a police detective concerning the problems he and the other employees were experiencing was a reasonable extension of the prior efforts of the employees to ameliorate this situation. (Though I find Coelho's actions in this situation reasonable in the circumstances, I do not mean to indicate that in other circumstances an employee's concerted activity must be reasonable to be protected. See *N.L.R.B. v. Washington Aluminum Company, Inc.*, 370 U.S. 9, 16 (1962).) I further find that Coelho's action, following the advice of the detective, in filing a complaint against Respondent's president (who had been signing the employees' checks) constituted a resort to the public procedure provided by the Commonwealth of Massachusetts for such purpose and was an action which reasonably might be expected to aid all of the employees in their continuing problem. Further, in the total circumstances of this case, Respondent was clearly charged with notice that Coelho's activity was part and parcel of the employees' common

⁶ Neither the Board nor I made a finding that *Afro-Urban* had union animus. Respondent implies an inference to this effect.

concern with Respondent's proclivity for paying them with checks it had reason to believe would not be honored.

Upon the foregoing, and upon the record as a whole, it is found that Respondent, by discharging George Coelho because of his concerted activity protected by the Act, violated Section 8(a)(1) of the Act. Inasmuch as the Order recommended hereinafter would not be affected, I find it unnecessary to pass upon General Counsel's further contention that Respondent violated Section 8(a)(3) of the Act by discharging Coelho.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(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 discharging George Coelho, Respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act and thereby engaged in unfair labor practices affecting commerce within the meaning of Sections 8(a)(1) and 2(6) and (7) of the Act.

THE REMEDY

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

Respondent has shut down its New Bedford facility. It is clear that action does not remove the necessity of a remedial order. See *N.L.R.B. v. Electric Steam Radiator Corporation, a Subsidiary of Landers, Frary and Clark*, 321 F.2d 733, 738 (1963) ("Irrespective of the ability of the respondent to comply with the order, a decree of enforcement is a vindication of the public policy of the statute"); see also *Southport Petroleum Company v. N.L.R.B.*, 315 U.S. 100, 107 (1942) ("it still is possible that the Board's order may yet be the basis—and the indispensable basis—of liability on the part of [Respondent's officers agents, successors, and assigns], regardless of any present incapacity of [Respondent] to perform, or liability on its part for failure to perform, its duty of reinstatement.").

As previously noted, General Counsel requests that Allied Ambulance, Incorporated, be held jointly responsible with Respondent for remedying any unfair labor practices found herein and that Respondent and Allied Ambulance be ordered to make Coelho whole for wages lost by reason of his discharge and to offer him reinstatement to "a position at its Brockton location which is identical or substantially similar to that held formerly at the New Bedford location or in the alternative, place Coelho on a preferential hiring list from which he would be offered jobs as the Brockton location or at New Bedford or any other location which [they] may open." There is substantial reason to believe, on the record in this case, that Allied Ambulance was a joint employer with Respon-

dent of Coelho at the times material, or was otherwise a party in interest with Respondent sufficient to hold it responsible for remedying the unfair labor practices found herein. The order recommended hereinafter will be sufficiently broad to impose such an obligation, if, in fact, Allied Ambulance occupied such a position. This may be determined in a compliance hearing, if necessary, at which Allied Ambulance will have an opportunity to show that it should not be held responsible to carry out the Order recommended.

Having found that Respondent has discriminated against employee George Coelho by discharging him on February 24, 1976, because he engaged in concerted activity for the mutual aid or protection of employees, in violation of Section 8(a)(1) of the Act, it will be recommended that Respondent offer him immediate and full reinstatement to his former job or, if such job no longer exists, to an identical, or substantially equivalent, position at any location at which Respondent, its officers, agents, successors, or assigns, may operate, or which may be operated by anyone which was a joint employer with Respondent, or a party in interest in the Respondent's New Bedford operation at the time of Coelho's discharge, without prejudice to Coelho's seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered as a result of the discrimination against him by payment to him of a sum of money equal to that which he would have earned as wages from the date of the discrimination to the date of reinstatement, less his net earnings during such period, in accordance with the formula prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), together with interest at the rate of 6 percent per annum to be added to such backpay, such interest to be computed in accordance with the formula prescribed in *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

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

ORDER⁷

Respondent herein, Ambulance Services of New Bedford, Inc., New Bedford, Massachusetts, its officers, agents, successors, assigns, and any joint employer or party in interest with Respondent as defined above in the remedy section, shall:

1. Cease and desist from:

(a) Discharging or refusing reemployment to employees, or otherwise discriminating in regard to their hire, tenure of employment, or any terms or conditions of employment, because they have engaged in concerted activities for the purpose of mutual aid or protection.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights to engage in concerted activities for the purpose of mutual aid or protection as guaranteed by Section 7 of the Act.

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.

102.46 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.

2. Take the following affirmative action which it is found will effectuate the policies of the Act:

(a) Offer George Coelho immediate and full reinstatement to his former job or, if that job no longer exists, to an identical or a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed, in the manner and in accordance with the provisions set forth above in the section entitled "The Remedy."

(b) Make George Coelho whole for any loss of pay he may have suffered by reason of the discrimination against him, in the manner and in accordance with the methods referred to above in the section entitled "The Remedy."

(c) 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 and to effectuate the Order provided herein.

⁸ In the event the Board's 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

(d) Post at its establishment at Brockton, Massachusetts, if applicable, 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 the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint, insofar as it alleges a violation of the Act not herein found, be, and the same is, dismissed.

Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."