

Allis-Chalmers Corporation and James D. Poston.
Case 25-CA-5824

April 21, 1977

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS
PENELLO AND WALTHER

On January 5, 1977, Administrative Law Judge Eugene George Goslee issued the attached Decision in this proceeding. Thereafter, the General Counsel filed limited 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 briefs, and has decided to affirm the rulings, findings,¹ and conclusions of the Administrative Law Judge and to adopt his recommended Order,² 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 orders that the Respondent, Allis-Chalmers Corporation, LaPorte, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. In paragraph 1(a) add the words "or any other labor organization" at the end of the sentence.
2. In paragraph 1(b) delete the words "like or related," and substitute the word "other."
3. Substitute the attached notice for that of the Administrative Law Judge.

¹ General Counsel's motion to correct typographical errors in the Administrative Law Judge's Decision is hereby granted.

² We find merit in both of General Counsel's exceptions. Therefore, we shall add the words "or any other labor organization" after the name of Local 1319 in par. 1(a) of the recommended Order. In addition, we shall substitute the word "other" for "like or related" in par. 1(b) of the recommended Order, as warranted by the extent and nature of Respondent's discriminatory and coercive actions. *A-Z Manufacturing & Sales Co., Inc.*, 177 NLRB 254 (1969). We shall also substitute a new notice to employees for that of the Administrative Law Judge, reflecting the aforementioned changes.

APPENDIX

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

WE WILL NOT transfer or demote James D. Poston or any other employee because he has utilized the grievance procedures in the collective-bargaining agreement between Allis-Chalmers Corporation and Local 1319, United Automobile, Aerospace and Agricultural Implement Workers of America, or any other labor organization.

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

WE WILL make James D. Poston whole for any loss of earnings he may have incurred because we discriminatorily transferred him from his job on Z-bar production to a job on the cornhead production line, and because of our subsequent failure to reinstate him to his former job, together with interest thereon at the rate of 6 percent per annum.

ALLIS-CHALMERS
CORPORATION

DECISION

STATEMENT OF THE CASE

EUGENE GEORGE GOSLEE, Administrative Law Judge: This case came on to be heard before me at LaPorte, Indiana, on November 22 and 23, 1976, upon a complaint issued by the General Counsel of the National Labor Relations Board and an answer filed by Allis-Chalmers Corporation, hereinafter sometimes called the Respondent.¹ The issues raised by the pleadings relate to whether or not the Respondent has violated Section 8(a)(1) and (3) of the National Labor Relations Act, as amended. Briefs have been received from the General Counsel and the Respondent, and have been duly considered.

Upon the entire record in this proceeding, and having observed the testimony and demeanor of the witnesses, I hereby make the following:

¹ The complaint in this proceeding was issued on August 31, 1976, upon a charge filed by James D. Poston on September 18, 1973, and duly served on the Respondent on the same date.

FINDINGS OF FACT

I. PRELIMINARY MATTERS (COMMERCE, JURISDICTION, AND LABOR ORGANIZATION)

The complaint alleges, the answer admits, and I find that (1) the Respondent is engaged at its facility at LaPorte, Indiana, in the manufacture and sale of farm equipment; (2) its sales of equipment and purchases of goods and materials in interstate commerce meet the Board's standards for the assertion of jurisdiction; and (3) the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The complaint also alleges, the answer admits, and I find that Local 1319, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES ALLEGED

The original complaint in this matter alleged two counts of 8(a)(1) violations and one count of an 8(a)(3) violation. As to the 8(a)(1), the original complaint alleged that, in March and June 1973, the Respondent's agents threatened employees with demotions and other unspecified reprisals if they persisted in filing grievances or engaging in other union or concerted activities. With respect to the 8(a)(3), the original complaint alleged that on May 29, 1973, the Respondent transferred James D. Poston to a less desirable and less lucrative job because Poston filed grievances with the Union and engaged in other protected concerted activities. In addition, however, on November 15, 1976, 7 days before the scheduled hearing in this matter, the General Counsel issued an amendment to the complaint alleging that, on several unknown dates between June and August 1973, the Respondent's agent "threatened its employees with demotion if they did not refrain from staying away from union representatives."

By its answer, and again by motion made at the outset of the hearing, the Respondent contends that all allegations of the complaint as amended, except for the 8(a)(3) allegation of the discriminatory demotion of Poston, should be dismissed. More particularly, the Respondent argues that on November 29, 1973, the Regional Director administratively closed all portions of the charge, save the allegation of discrimination against Poston, and therefore, the 8(a)(1) allegations of the complaint and the amendment are not based upon any charge filed within the 6-month period specified in Section 10(b) of the Act. For the reasons related below, I have found merit in the Respondent's motion.

The record reflects that the charge in this case was filed on September 18, 1973, and alleged, *inter alia*, the demotion of Poston, and certain 8(a)(1) conduct arising as a result of the activities of Foreman Kenneth Johnson with respect to threats of discharge and comments he made to other employees concerning Poston's use of the grievance machinery in the collective-bargaining agreement. On

November 28, 1973, the Charging Party, James D. Poston, sent a telegram to Region 25 with the following request:

In reference to charges 25-CA-5824 filed by me against Allis Chalmers Corporation I hereby withdraw all allegations therein except the allegation that I was removed from a piece work job because I filed a grievance earlier [over] my back injury.

On the following day, November 29, 1973, the Regional Director for Region 25 sent a letter to the Respondent in which he advised that pursuant to the Board's arbitration deferral policy under *Collyer*,² he had administratively determined that the matter of the alleged discriminatory demotion of James D. Poston should be deferred for arbitration. In addition to the foregoing, the Regional Director also informed the Respondent:

All allegations of the charge except the claim the Charging Party was discriminatorily transferred from piece work on May 29, 1973 have been withdrawn.

On June 5, 1973, Poston filed a grievance under the provisions of the collective-bargaining agreement alleging willful discrimination by Foreman Kenneth Johnson. More particularly, Poston alleged in the grievance that on May 29, 1973, Johnson transferred him to another job because Poston had filed a grievance on May 25 concerning the Respondent's nonpayment of medical bills. Poston's grievance was not resolved under the preliminary steps of the grievance procedure, and on May 21, 1974, the matter was heard before Arbitrator Arlen Christenson. On July 21, 1974, Christenson handed down his arbitration award, finding that discrimination for union activities was not encompassed within the terms of nondiscrimination clause in article II of the bargaining agreement, and he accordingly denied the grievance.

There is literally no record evidence of any activities with respect to this case between the date of July 21, 1974, when the arbitrator issued his award, and August 31, 1976, the date on which the original complaint in this matter was issued. The most the record reflects is that on some unidentified date after July 21, 1974, Poston requested the Regional Director to revoke his decision to defer and to resume processing of the charge. There is no evidence, however, that Poston's request to proceed encompassed any allegation in the original charge other than the matter of his discriminatory transfer and demotion. There is similarly no evidence that either upon Poston's request, or *sua sponte*, the Regional Director gave notice to the Respondent of intent to reactivate those allegations of the charge which were withdrawn on November 28, 1973.

On the basis of the foregoing evidence, and in accordance with the provision of Section 10(b) of the Act. I granted the Respondent's motion to dismiss all allegations of the complaint and its amendment, save the allegation of discrimination against Poston. Under the rule of *Bryan Manufacturing*,³ however, the General Counsel was permitted to adduce evidence in support of the 8(a)(1) allegations,

² *Collyer Insulated Wire, A Gulf and Western Systems Co.*, 192 NLRB 837 (1971).

³ *Local Lodge 1424, International Association of Machinists, AFL-CIO, et al. [Bryan Manufacturing Company] v. N.L.R.B.* 362 U.S. 411, 416 (1960).

limited to the extent such evidence would shed light on Poston's transfer and demotion.

James D. Poston was hired by the Respondent on November 13, 1972, in the classification of assembler. Poston worked in Departments 25, 42, and 81. As a general rule Poston worked in Department 81, the cornhead line, for the greater portion of the year, but was transferred to other departments when the cornhead line was not in operation. Poston's immediate foreman was Kenneth Johnson, an acknowledged supervisor and agent of the Respondent.

Poston testified that in May 1973⁴ he was appointed by the Union as a replacement steward, and continued in this position until August 16. I do not find, however, that Poston's stewardship was any motivating factor in the discrimination he alleges was practiced against him. Under the provisions of the collective-bargaining agreement, the Union is obligated to notify the Company in writing of the names of those employees appointed as stewards and other union functionaries. Notice of Poston's appointment was not given to the Respondent until June 8, after the date of the alleged discrimination, and in the absence of any other credible evidence of knowledge to the Respondent, the record is insufficient to support a finding that Poston was discriminated against because of his appointment or activities as a steward.

The record leaves no doubt, nevertheless, that Poston assiduously took advantage of the grievance procedure in the collective-bargaining agreement, and there is equally no lack of credible record evidence that Poston's grievances were resented by Foreman Kenneth Johnson. The record reflects that, on April 25, Poston filed three grievances alleging violations of the collective-bargaining agreement on grounds of (1) Johnson's failure to credit Poston for work performed; (2) misassignment of employees; and (3) by changing the shift starting time for second shift employees in Department 81. Poston testified that after he filed the grievance relating to the change in shift time, he and other employees reported to work at 3:30 p.m., and Johnson put them to work sweeping floors. There was some discussion among the employees and Johnson told Poston, "Poston, you hillbilly, you instigated this whole damned thing." Poston denied that he had instigated anything, but wrote the grievance because the shift change violated the union contract. On April 26, Poston filed a fourth grievance relating to the change in shift times, and demanded pay at time-and-one-half for lost time. Johnson commented to Poston that he did not like the hours, but acknowledged the filing of the grievance with his signature. On May 15, Poston filed a further grievance alleging that Johnson had failed to give him credit for 35 to 40 units he had produced.

In the interim, on the night of April 26, Poston was allegedly injured on the job when Johnson started the line while Poston was attempting to remove a blower unit. Poston told Johnson that he had injured his back. Johnson replied that there was no nurse on duty, but that he intended to file an accident report. At the beginning of the shift on April 27, Poston again told Johnson that his back

was bothering him, and he wanted to see a doctor. After commenting, "I made out a report, what the hell else do you want me to do," Johnson walked off.

On the following Monday, Poston obtained insurance papers and was sent to see the plant nurse. The nurse commented that she wondered where Poston had been because Johnson had filed an accident report, and he explained that he had been trying to get information as to the procedures to follow to see a doctor. A Mr. Bier, safety director, directed Poston to return to work until Bier could consult with Johnson. Later on the same day Poston asked Johnson if Bier had contacted him about seeing a doctor, and Johnson answered, "What the hell you doing working here Friday and Saturday if your back is bothering you so bad." Poston protested that no arrangements had been made for him to see a doctor, and told Johnson that he intended to see his own doctor.

Poston did visit his own physician, who took him off work for one or more days. When he returned to work about May 6 or 7, Johnson assigned Poston to the Z-bar assembly line, to replace employee Phil Bonasiak, who wanted another assignment. Poston accepted the assignment to make right-hand Z-bars, while employee James Brown was assigned to the second table making left-hand Z-bars. A week or more later a third table was set up on the Z-bar line.

Having attended his own doctor, Poston attempted to collect the doctor's charges from the Company, but after several consultations his request was refused. On May 25 Poston filed a further grievance alleging that Johnson's unsafe conduct had caused the accident, and additionally grieved the Respondent's refusal to pay his doctor's bill.

On or about May 26, Poston reported to work on the Z-bar line, but was told by employee Charles Bunch not to rush setting up his work table. Poston asked why and Bunch replied that on the previous evening Johnson had stated that he was going to take Poston off Z-bar work. A short time later Johnson came up and told Poston that he was taking him off the job and putting him on the cornhead line. Poston asked why and Johnson replied, "Because I need you over there." Poston accused Johnson of transferring him to the cornhead line because of his grievances, and Johnson countered, "Why don't you write a few more."

Poston reported to work on the cornhead line on the following workday, and was assigned by Johnson to Station No. 1. Approximately 1-1/2 weeks later while Poston was preparing a grievance, Johnson came up and told Poston that he didn't have to write up the grievance because Johnson was going to put him back on Z-bars.

When Poston returned to the Z-bar assembly he was assigned to the third table, which had been started shortly after his initial assignment to Z-bar production. The employee assigned to the third Z-bar table made both right and left hand products, and unlike the employees assigned to tables 1 and 2, the third assembler had to walk a considerable distance to obtain the necessary component parts.

⁴ All dates hereinafter are in 1973, unless specified to the contrary.

Poston continued to work at the third table on Z-bars for about 1-1/2 weeks. Johnson made some comment to Poston about his work and Poston replied that if he had to work on the third table, he might just as well return to the cornhead line. Johnson replied, "That can be arranged." On the following workday Poston was reassigned to the cornhead line, and employee Jerry Dolan took over the Z-bar work at the third table.

Poston remained on the cornhead line until about September 23, and was usually assigned to Station No. 1. On September 23 Night Shift Superintendent Schultz told Poston to report to Production Manager DeGray. DeGray told Poston that there was a leadman's opening in Department 43, and because Poston and Johnson were having a lot of trouble, DeGray wanted to transfer him to a new job. Poston questioned whether DeGray wanted him to take the job, or only wanted to get him out of Department 81. DeGray answered that he wasn't sending Poston to a new job because he was a troublemaker, but because there was a job to be done. Poston accepted the transfer, and apparently continued to work in this position as long as he was in the Respondent's employ. However, in the interim Poston filed the grievance of June 5, alleging that the transfer accomplished by Foreman Johnson was a willful act of discrimination.

The background evidence in this proceeding material to Johnson's motivation for the transfer of Poston from Z-bar production to the cornhead line is not limited to the latter's testimony as reviewed above. Employee Marion G. Hayes testified that on the night before Poston was transferred to the cornhead line, he was present in the concession area of Department 81 with Foreman Johnson and a number of other employees. Speaking to the employees in general, albeit to no particular employee, Johnson stated that Poston had stuck it into him that day and he was going to get him where it hurt, in his back pocket. Hayes testified that he was present on other occasions when Johnson signed grievances filed by employees, and that Johnson threatened that if Hayes ever filed a grievance he would lose his leadman's job. Hayes further testified that after Poston filed the grievance of June 5, Johnson told him that Poston was nothing but an instigator and troublemaker, and that if Hayes associated with him in any way he would get himself in trouble. On other occasions, when discussing Poston's grievances, Johnson threatened that if Hayes didn't stay away from Poston he would lose his leadman's job.

Hayes' testimony concerning Foreman Johnson's remarks on the evening before Poston's transfer to the cornhead line was corroborated in major part by employees Herman Howard and James Howard. Both of these witnesses agreed that Johnson did not name Poston specifically, but that he did threaten to put it to Poston where it hurt, and identified that place as Poston's back pocket or billfold. While there are minor variations in the versions of Johnson's specific remarks concerning what he intended to do to Poston, the variations are insignificant, and no reason exists to discredit these employee witnesses. Similarly, while I credit the evidence that Johnson did not specifically name Poston as the target for his reprisal, the chain of events which immediately followed constitutes

uncontroverted proof that Johnson was referring specifically to James Poston.

Kenneth Johnson testified in this proceeding and summarily denied that he had ever threatened Poston to hurt him financially because he filed grievances or acted as a union steward. Johnson also summarily denied that he made any statement to other employees that he would get Poston financially because he had filed grievances or acted in the capacity of a steward. Johnson did confirm, however, that in a pretrial statement given to the Board, he acknowledged having told other employees to be cautious with regard to Poston. Johnson claimed to have no recollection of what the conversations were about, or what prompted his comments about Poston.

Johnson also acknowledged that he assigned Poston to Z-bar production, and placed the time of the initial assignment as occurring in May or June. According to Johnson, after 5 or 6 weeks he transferred Poston to the cornhead line because a third man was not needed for Z-bar production. Johnson additionally testified that at a later time he reestablished the third table for Z-bars, offered Poston a transfer back, but Poston refused and stated that he was happy on the cornhead line.

I do not credit any of Kenneth Johnson's testimony in this proceeding, except where it is corroborated by other testimonial or documentary evidence. Johnson's summary denial that he ever threatened Poston or other employees with retribution because of the filing of grievances is far too simplistic. This record is replete with evidence of remarks made by Johnson to Poston and others about the filing of grievances and the reprisals likely to be visited on those who did. Johnson was not questioned concerning the details of any of these conversations, and the inference is required that his testimony would have corroborated the evidence that he was vehemently opposed, and took personal affront, to the employee's utilization of the grievance machinery. Because of the partial withdrawal of the charge in this matter and the limitations imposed by Section 10(b) of the Act, Johnson's threats of reprisal against Poston cannot serve as the basis of finding of independent violations of Section 8(a)(1). There is, nevertheless, evidence of Johnson's motive for the transfer and demotion of Poston. The finding is supported in relevant part, moreover, by the evidence that DeGray explained Poston's September 23 transfer on grounds of the trouble between Johnson and Poston. Insofar as this record reflects, the only trouble between Johnson and Poston was the latter's frequent utilization of the grievance machinery, and DeGray's explanation of the reasons for Poston's transfer is at least a tacit acknowledgment that Johnson engaged in willful discrimination.

Similarly, I place no credit in Johnson's testimony that he transferred Poston to the cornhead line because a third man was not needed on the Z-bar tables. It is uncontroverted that when Poston was initially assigned to Z-bars only two employees were assigned to production of that component part. Shortly after the initial assignment a third table was established, and employee Charles Bunch was assigned to that job. When Johnson transferred Poston to the cornhead line, Bunch was transferred to Table No. 2,

and employee Pete Hall was assigned to take over Table No. 3.

The Respondent contends that no discrimination has been proved in this case because there is no evidence that Poston suffered any loss by reason of his transfer to the cornhead line. The Respondent has cited no precedent, and I am aware of none, wherein proof of discrimination necessitates proof that the object of the discrimination suffered economic loss. It is clear from Foreman Johnson's remarks to the employees that his motive in transferring Poston was to hurt him in the pocket book, and with the proscribed motive established the issue of the extent to which he succeeded in hurting Poston financially is a matter for compliance, not a matter for determination in this underlying unfair labor practice proceeding.

Even if, however, I could find merit to the Respondent's contention, the record here amply supports the General Counsel's theory that Poston's assignment on the cornhead line was a less desirable job than his assignment on Z-bar production. Concededly, as the Respondent asserts, both jobs have the classification of assembler, both paid the same guaranteed hourly rate, and both provided for incentive pay if the employee achieved an established production rate. Further, as the Respondent asserts, the majority of its employees at the LaPorte facility are classified as assemblers, there is no contractual prohibition against transferring employees from job to job within the classification, and all employees are frequently transferred from one assembler's job to another, both incentive and nonincentive, as production needs require.

Considering all of these factors, I find, nevertheless, that work on the cornhead line is less desirable than work on Z-bars in terms of both the difficulty of the work and the pay it is possible to earn. An employee assigned to Z-bar production works by himself in the complete and final assembly of that component part. An employee assigned to the cornhead line works with 30 or more other employees, so that the production level reached, which is the condition for incentive pay, requires the performance of multiple tasks by a large crew. Upon the uncontradicted testimony of Poston and other employee witnesses in this proceeding, I find that work on the cornhead line was more difficult and dangerous than work on Z-bar assembly, and I further find that the potential for incentive pay on the latter job was greater than on the cornhead line. The credited evidence is that at times material to Poston's transfer the cornhead line achieved only about 80 percent of the production required for incentive pay, while those assigned to Z-bar production achieved 140 to 145 percent. This credited evidence is urgently supported by Johnson's threat that Poston's transfer to the cornhead line would result in a financial loss.

In summary I find and conclude that Poston's transfer from Z-bar production to the cornhead line was motivated by reasons prohibited by the Act, and that the transfer violated Section 8(a)(3) and (1) of the Act. I further find that the discrimination against Poston was not remedied when Johnson subsequently transferred him back to the

third table in the Z-bar production area. Because of the location of the table and the necessity to walk some distance for parts, Poston was unable to achieve the production he had previously obtained when assigned to Table No. 2. Moreover, Johnson's continuing discrimination against Poston is exemplified by the evidence that employee Charles Bunch was assigned to Table No. 3, but when Poston was transferred back to Z-bar production, Bunch was moved up to Table No. 2, Poston's former assignment.

THE REMEDY

Having found that the Respondent violated Section 8(a)(3) and (1) of the Act, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative actions to remedy the unfair labor practices and to effectuate the policies of the Act.

James D. Poston is no longer employed by the Respondent, there is no evidence that his leaving the Respondent's employ was other than voluntary, and, accordingly, no reinstatement remedy is required. I will order, however, that the Respondent make Poston whole for any loss of earnings he may have incurred by reason of the discrimination practiced against him, by payment to him of the amount of money he would have earned had he not been transferred from Z-bar production to the job on the cornhead line, plus interest thereon as prescribed in *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

CONCLUSIONS OF LAW

1. The Respondent, Allis-Chalmers Corporation, 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.

2. The Union, Local 1319, United Automobile, Aerospace and Agricultural Implement Workers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. By transferring James D. Poston from his job on Z-bar production to a job on the cornhead line and by thereafter failing to reinstate Poston to his former position of employment because Poston filed grievances under the provisions of the collective-bargaining agreement, the Respondent violated Section 8(a)(3) and (1) of the Act.

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

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

ORDER⁵

The Respondent, Allis-Chalmers Corporation, LaPorte, Indiana, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

⁵ 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.

(a) Transferring or demoting its employees because they have utilized the grievance procedures of the collective-bargaining agreement between Allis-Chalmers Corporation and Local 1319, United Automobile, Aerospace and Agricultural Implement Workers of America.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

2. Take the following affirmative actions to remedy the unfair labor practices and to effectuate the policies of the Act:

(a) Make whole its employee James D. Poston for any loss of earnings he may have incurred by reason of his discriminatory transfer from Z-bar production to the cornhead production line, and the subsequent failure to reinstate him to his former job, together with interest thereon as prescribed in the Remedy section hereof.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all

payroll records, production records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze and compute the amount of backpay due under the terms of this Order.

(c) Post at its plant at LaPorte, Indiana, copies of the attached notice marked "Appendix."⁶ Copies of said notices on forms to be provided by the Regional Director for Region 25, after being duly signed by the Respondent's duly authorized representative, shall be posted by it immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by other material.

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

⁶ 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."