

**Harrison Steel Castings Company and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO.**  
Case 25-CA-2649

January 5, 1968

**DECISION AND ORDER**

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

On July 19, 1967, Trial Examiner Marion C. Ladwig issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. He also found that the Respondent had not engaged in other unfair labor practices alleged in the complaint and recommended dismissal of those allegations. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision 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 powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following modification:<sup>1</sup>

Upon our own motion, we have decided to substitute the Notice to All Employees, attached hereto as Appendix, for the one recommended by the Trial Examiner. We shall, therefore, modify his Recommended Order accordingly.

**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 Trial Examiner and hereby orders that the Respondent, Harrison Steel Castings Company, Attica, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified:

Substitute the Notice to All Employees, attached hereto as Appendix, for the one recommended by the Trial Examiner.

<sup>1</sup> In connection with the Trial Examiner's finding that the second settlement agreement did not cover the discharge of Carl A. Baird, the discriminatee herein, also see *Steves Sash & Door Company*, 164 NLRB 468.

**APPENDIX**

**NOTICE TO ALL EMPLOYEES**

Pursuant to a Decision and Order of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

After a trial in which both sides had the opportunity to present their evidence, the National Labor Relations Board has found that we violated the Act and has ordered us to post this notice and to keep our word about what we say in this notice.

Since the Board found that we violated the law when we fired Carl A. Baird over the Union, WE WILL offer him his old job back and give him backpay.

You are all free to become or remain members of International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, and we won't punish you in any way if you do.

HARRISON STEEL  
CASTINGS COMPANY  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_ (Representative) (Title)

Note: We will notify the above-named employee, if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana 46204, Telephone 633-8921.

**TRIAL EXAMINER'S DECISION**

**STATEMENT OF THE CASE**

MARION C. LADWIG, Trial Examiner: This proceeding was heard at Covington, Indiana, on February 14-15, 1967, pursuant to a charge filed on October 31, 1966,<sup>1</sup> by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, herein called the Union, and served on the Respondent, Harrison Steel Castings Company, herein called the Company, on November 1, and pursuant to a complaint issued on December 16. The case involves primarily (a) whether a settlement agreement covered the presettlement discharge of a union organizer, and (b) whether the

<sup>1</sup> Unless otherwise indicated, all dates refer to the year 1966.

Company discriminatorily discharged the union organizer in violation of Section 8(a)(3) and (1) of the National Labor Relations Act, as amended.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and the Company, I make the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE COMPANY AND THE LABOR ORGANIZATION INVOLVED

The Company is an Indiana corporation, which is engaged in the manufacture of steel castings and related products at its Attica, Indiana, plant where it annually receives goods and materials valued in excess of \$50,000 directly from outside that State, and from where it annually ships products valued in excess of \$50,000 directly to customers outside the State. The Company admits, and I find, that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The Union is a labor organization within the meaning of the Act.

##### II. THE ALLEGED UNFAIR LABOR PRACTICES

###### A. Coverage of Second Settlement Agreement

On April 25, the Regional Director issued a consolidated complaint in two earlier cases, 25-CA-2379 and 25-CA-2446. The complaint alleged: (1) certain Section 8(a)(1) and (3) conduct (during a union organizing drive which began in October 1965), including allegations that in November 1965, one supervisor "threatened its employees with discharge or other reprisals if they became or remained members of the Union," and two other supervisors threatened "unspecified reprisals" and "loss of pay"; (2) the approval of a settlement agreement in Case 25-CA-2379 on January 26; and (3) the violation of the terms of the settlement agreement by certain Section 8(a)(1) and (3) conduct, including an alleged discriminatory discharge of an employee (a union organizer) on February 10, and the allegation that on March 3 a supervisor "threatened its employees with discharge or other reprisals if they became or remained members of the Union or gave any assistance or support to it."

On May 11, a stipulated consent election was conducted, and the Union (losing 461 to 767) thereafter filed objections. On September 16, the Regional Director issued his report on objections, recommending that the election be set aside.

Before the Board ruled on the Regional Director's recommendations in the representation case, the parties signed a second settlement agreement, resolving the issues in Cases 25-CA-2379 and 25-CA-2446. This agreement provided that the Company would reinstate the union organizer with \$1,573.50 backpay, and would post a notice covering interrogation, interference with union solicitation, promising benefits, assisting revocation of union cards, and discrimination, and stating: "WE WILL NOT threaten our employees with loss of pay, loss of benefits or discharge or threaten to close the plant because of their union activities." The settlement agreement also provided for the setting aside of the election.

Four days after the approval of this settlement agreement, the Union filed the new charge in the present proceeding. The complaint herein alleges that the Company on May 12 (the day after the May 11 election)

"threatened its employees with discharge or other reprisals if they became or remained members of the Union, or gave any assistance or support to it." and on September 14 (6 weeks before the approval of the settlement agreement) discriminatorily discharged an employee (another union organizer).

Concerning the alleged May 12 threat, I agree with the Company that such threats (although by different supervisors) were "specifically covered both in the prior complaint and the [second] settlement agreement." I shall therefore recommend that this allegation in the complaint be dismissed (without ruling on the Company's further contention that the evidence does not support the allegation).

The September 14 discharge of a second union organizer is another matter. The Company concedes in its brief that this presettlement discharge was "not specifically contained either in the prior complaint on the settlement agreement." Yet it argues that the settlement agreement is to be considered "a complete settlement of all issues" between the parties as of the date of the settlement, and that "All conduct occurring prior to the settlement agreement is barred from forming the basis for an unfair labor practice." In making this contention, the Company does not rely on the wording of settlement agreement. By its terms, the agreement provides only that it was "in settlement of the above matter," and that "Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case" (emphasis supplied), without mentioning other presettlement conduct or issues. Instead, the Company relies on various inapplicable Board decisions, without citing or attempting to distinguish a Board decision cited by the General Counsel, directly in point. In that case, where the earlier settlement agreement provided for the reinstatement of a number of employees with backpay amounting to \$10,000, the Board specifically held that the agreement did not bar consideration of additional presettlement discharges. *Clearwater Finishing Company*, 100 NLRB 1473 (1952), enforcement denied on the merits (not on this procedural point), 203 F.2d 936 (C.A. 4). The Board's reasoning, applicable here, was that "There is no evidence in the record that these discharges were even considered, much less settled, in the negotiations leading to the agreement. In fact, as of the date of the settlement, the Respondent had not been put upon notice that the Union regarded these discharges as unfair labor practices."

I find that the settlement agreement was not "coextensive" with the subsequent charge of the additional presettlement discharge. See *Billings Local 1172, Carpenters etc. (Refinery Engineering Company)*, 130 NLRB 307, 308 (1961), cited in the company brief. I therefore find that the September 14 discharge was not covered by the settlement agreement, and adhere to my ruling at the trial, denying the Company's motion to dismiss the complaint in its entirety.

###### B. Alleged Section 8(a)(3) Violation

###### 1. Discharge of union organizer

A company witness revealed at the trial that the Company was keeping a list of the union organizers' separation dates. This was revealed when Secretary-Treasurer Kenneth E. Freed was questioned about the original of the Union's December 20, 1965, letter addressed to the

Company, listing the 28-man organizing committee. Freed, who appeared to be a forthright, honest witness, admitted that he "had placed termination dates opposite the names of employees on that list," and testified that his "close guess" was that there were only 5 or 6 of the 28 union organizers still employed there – explained that "Many of them didn't even return to work the next day after the election."

One of these employee organizers was Carl A. Baird, a 43-year old laborer who, after 14-1/2 years of employment in the north end foundry, was in the lowest wage classification and was receiving the minimum plant rate of \$2.10 an hour. He had worked for the last 8 years or longer under Foreman Arthur Peterson, spending about 4 hours a day operating a power-lift, flatbed truck in and out of the foundry, and working the remainder of the time cleaning up, hooking chains (for the overhead crane), and performing other foundry laborer's duties. For a period of 3 or 4 years, he had worked long hours, receiving much overtime pay.

Baird was quite active in the organizing campaign, passing out about 100 authorization cards at the plant. (There is no direct evidence that the Company was aware of the extent of his organizing at the plant.)

On February 19, the Company eliminated all his overtime, and permitted him to work only 40 hours a week thereafter (despite continued overtime for other employees in the foundry with similar truckdriving duties). On February 18, the day before, Foreman Peterson had followed him to the Union's new organizing headquarters, and had honked and waved at him as he was entering the hall. (Peterson admitted honking and waiving to Baird, but claimed that he was on his way home, a block away, and that he did not deliberately follow Baird. This may be true, but because of Peterson's demeanor on the stand and other reasons discussed below, I discredit his further testimony that he was not aware at that time that the building was being used by the Union.) At noon Friday, February 19 – without explanation – Peterson sent Baird home after he had completed 40 hours, and advised him to start reporting to work on an 8-hour a day schedule. (Peterson's testimony concerning the reduction in Baird's hours is discussed later.) Although I have considered this elimination of overtime "to shed light on the true character of matter occurring within the [Section 10(b)] limitation period" (beginning May 1, 6 months before the service of the charge herein), *Local Lodge No. 1424, International Association of Machinists, AFL-CIO (Bryan Manufacturing Company) v. N.L.R.B.*, 362 U.S. 411, 416 (1960), I make no finding of a separate Section 8(a)(3) violation. (The complaint alleges that the Company violated Section 8(a)(3) by providing Baird with less employment after April 30 than he normally would have received. In the absence of sufficient evidence – apart from the Company's conduct in February – to support such a charge, I shall recommend the dismissal of this allegation.)

Sometime thereafter, Foreman Peterson indicated his concern about Baird's union activities, by telling him that he was spending a lot of time at the union hall. (Peterson admitted the statement.)

On May 11, the Union lost the election, receiving about 37 percent of the unchallenged ballots. The next day, May 12, Peterson walked up to Baird at the timeclock after lunch and said, "You'd better be looking for another job." Baird answered, "It [the union defeat] didn't worry me." This occurred at a time when other union organizers were not reporting to work. There was

no mention of Baird's work performance in this conversation. (Peterson claimed that he did not remember making the statement, although testifying, "It's possible I could have said it." Baird appeared to be a forthright, honest witness, and I credit his testimony about the incident.)

The union hall was closed on May 12. Soon thereafter, Foreman Peterson said to Baird, "What are you going to do now? They pulled out and left you all alone." Baird asked what he meant and he said, "It looks like a funeral hall. Everybody pulled out and left you all alone." (Peterson appeared less than candid when he denied remembering this conversation.)

Two days before the Regional Director issued his report on the election objections, Foreman Peterson summarily discharged Baird. This occurred on Wednesday, September 14, at Baird's quitting time. According to Baird's credited testimony, Peterson walked up and said, "When you check that card, that's it." Baird asked what he meant and Peterson repeated, "That's it." Baird then asked if he was fired, and Peterson answered, "Yes," without explaining why. (Peterson's version was that "I told Carl that he was through, I didn't need him any more," and that "He might have said, 'Do you mean I'm fired?' I said, 'Yes,'" and that was the extent of the conversation.) The company brief asserts that Baird "did not ask why he was being discharged, and left so quickly that Peterson did not have a chance to tell him the reasons" for the discharge, ignoring Baird's testimony on cross-examination (which I credit), "I went over to the storeroom and turned in my helmet and come back through there . . . I figured there was no use to ask him. I thought it was only [because of the] Union."

That same day, September 14, Foreman Peterson filled out a separation form, stating that Baird was not capable of doing other jobs, not dependable on any job, always sneaking around to other departments and bothering the men, and that "If this man done anything at all he always done it wrong and it had to be done over. He is just no good for anything."

## 2. Motivation for the discharge

The Company had, in previous years, attempted unsuccessfully to utilize Baird's services in higher classifications, but in recent years had returned him to the duties of foundry laborer. Until he became active in the organizing drive, Baird apparently performed his laborer's duties in a reasonably satisfactory manner because: (a) He had been retained as an employee despite the high turnover of employees. The Company had 1,800 terminations, and had hired between 1,500 and 1,600 new employees, in 1966. This turnover, averaging over 100 percent, was typical for the past 3 or 4 years. (b) The Company was permitting him to work long hours, paying him time and one-half for the overtime – until Peterson placed him on an 8-hour daily schedule the day after Peterson saw him entering the new union hall. (c) Other employees with more ability to perform these laborer's duties evidently were unavailable to work at the wages the Company was paying Baird. Employee Vernon Miller credibly testified that some of the other truckdrivers in the foundry were not as good as Baird, and that "a lot of times you'd have to wait around on some of the others to bring stuff." (d) At the time of the discharge, the Company had not obtained a replacement for him. Five days later the Company, still having found no replacement, sent word to a senior employee who had recently quit, and offered him

the truckdriving rate of \$2.30 an hour – later increased to \$2.43 an hour – to perform the same duties, working on a 9-1/2-hour daily schedule. (For some unexplained reason, Peterson at the trial attempted to downgrade the foundry laborer's job, testifying that only 20 to 25 percent of the work was driving a truck.)

Of course, if Baird's performance on the job had deteriorated during the last 3 months, as Peterson claimed, and if the Company had discharged him for this, the discharge was lawful. But if, as contended by the General Counsel, Foreman Peterson was fabricating evidence to this effect, and if the Company was attempting to build a case against him to conceal its discriminatory motivation for discharging an ardent union organizer before a new election was directed, the discharge violated the Act.

None of the other witnesses supported Peterson's claim that Baird failed to work as well during the 3 months preceding his discharge. The company counsel called two of Baird's fellow employees in Peterson's department to testify, but did not ask either of them about whether Baird's work improved or declined in that 3-month period. I note one of them, head molder finisher Harold Zeigler, gave some revealing testimony about conversations in the plant about Baird being discharged for union activities. Zeigler testified on cross-examination:

Q. Mr. Zeigler, do you know if Mr. Baird was fired for his union activity, don't you?

A. Well, no, not particular.

\* \* \* \* \*

Q. Did you tell anyone that, Mr. Zeigler?

A. No. The only thing I said, "If I was the boss and owned a place like that I wouldn't hire someone that spent all their time walking around trying to talk someone in to joining it."

Q. Are you denying right now that you never told anyone?

A. . . . I said once or twice if I owned the company I would . . .

Foreman Peterson gave strong testimony against Baird, in an apparent effort to support the assertions he had made on Baird's separation form, that "If this man done anything at all he always done it wrong and it had to be done over. He is just no good for anything." But such condemnation raised the question why, if Baird was *that* bad, did the Company wait over a decade to discharge him.

Upon being first asked on cross-examination when he decided to discharge Baird, Peterson answered:

Well . . . I thought about it off and on for several years. I just never come around to do it and up until the last three months when he got so poor and he was even very poor as for as Carl's standards, why, I made up my mind that sooner or later something was going to have to be done because he wasn't getting the job done and I was going to have to do something about it.

Elsewhere, he testified that Baird was "just a barely minimal worker" from "the time that he first started up until about three months from the time I terminated him," and that during the last 3 months, "He never got up to minimal again." He claimed that "approximately a month before I terminated him," around the first week of August, "I cut Carl's overtime down because Carl wasn't doing any work. All he was doing was just putting in his

time loafing . . . So I figured I wasn't going to pay him overtime for doing nothing." At this point, Peterson was confronted with Baird's payroll record, which clearly showed that the last time Baird worked more than 40 hours a week was during the "pay roll week ending" February 12 – the week before Peterson followed Baird to the new union hall (as discussed above). When asked, "Can you tell from that when it was that he stopped working his overtime," he first answered, "Yes. You can tell when he stopped working overtime." Then he paused, and for 5 minutes (as agreed by counsel), studied the sheet of paper. (From his demeanor on the stand, I got the impression that he realized that he had been caught fabricating testimony, and was in turmoil, seeking a way to extricate himself.) After 5 minutes of silence, he finished his answer, saying "It looks like August 6 evidently here" – pointing to the vacation period when no work was performed. (Later, as shown below, he was caught again giving patently false testimony.)

There appears to be some significance to his reference to August 6. On cross-examination, after testifying that he had thought about discharging Baird "off and on for several years," he was asked a second time when he made up his mind to discharge Baird. He testified that "actually . . . around vacation time I was thinking about firing Carl then and I held off until September when I did fire him." He did not explain why he waited. (As discussed later, this may be a truthful answer.)

Upon being asked the third time when he made up his mind, he answered, "Well, *probably* the first of the week when I did fire him." (Emphasis supplied.) (He appeared to have been caught unprepared by the repeated questions concerning just when had he decided on the discharge.) Thereafter, he gave the false testimony that on Monday, September 12, he started writing on a yellow note pad what Baird did wrong that week. At first, he gave positive testimony that "I wrote down the things . . . that happened on Monday, Tuesday, Wednesday"; that "As work went along on Monday, Tuesday, Wednesday, as these things progressed along I wrote them down"; and that "I wrote them on Monday, Tuesday and Wednesday." At that point the company counsel, upon receiving permission to examine him on *voir dire*, pointed out to him that "9-14" was written at the bottom of the note and asked what date he wrote that. Peterson answered, "I put that down on the ninth and the fourteenth." After this "*voir dire*," Peterson still testified that he wrote Baird's name and the top part of the note on September 12; that "I added on to it" on the 13th; that he wrote at the bottom on the 14th; and that after starting the note Monday, September 12, he folded up the sheet of paper and hid it in his desk drawer overnight (thereby appearing determined not to deviate from his claim that the note was written down at the time). Following all this positive testimony, he began to equivocate, testifying that he "probably" wrote next on the note on Tuesday, and "Well, I think everyday I wrote down what was happening." An examination of the note reveals that the top part refers to purported happenings on both September 12 and 14 – showing that the note was not written contemporaneously. I notice that the purported incidents recorded on the note are not mentioned on the separation form, and that when Peterson was asked if he had ever made any notes on any of the other employees he had fired, he answered, "Not that I recall." When he was repeatedly asked about his discussions with superiors about discharging Baird, he appeared to be endeavoring to conceal what actually had trans-

pired, and pretended that he did not definitely remember who he talked with and when.

Considering all of Foreman Peterson's testimony, including his manifest exaggerations and fabrications, and considering the entire record and all the circumstances, I find that Peterson and his superiors had decided previously (probably around vacation time) to rid the plant of this union organizer before another election was directed; that the discharge was delayed to allow more time to elapse after Baird's preelection union activities; and that Peterson seized on some pretext on September 14 to discharge him, and then wrote the extreme condemnation of Baird on the separation note, which he later supplemented by the faked contemporaneous notes, endeavoring to conceal the discriminatory motivation.

In its brief, the Company emphasizes that Baird's purported shortcomings were undenied, and that Baird admitted being warned repeatedly of discharge if he did not improve. There is no doubt that Baird was not as capable as would be a higher classified employee assigned to do laborer's duties. But I am convinced that Foreman Peterson greatly exaggerated his deficiencies, and that company witnesses gave some untrue (and conflicting) testimony about Baird. However, because of my foregoing findings about the Company's plot to discharge him for pretextual reasons, I find it unnecessary to discuss further the Company's largely concocted accusations against him. I do note that he impressed me as a conscientious, hard-working employee, despite his limited ability. (One of the company witnesses admitted that he was a hard worker.)

Concerning his testimony, Baird did not appear to be a skilled witness, able to cope with the Company's extreme condemnation of him. In fact, he seemed to be misled at times on cross-examination - not paying sufficient attention to how the questions were worded. However, he did impress me as doing his best to tell the truth at all times. I credit his testimony that he thought that Foreman Peterson was joking, over the years, when Peterson would say that he would be "canned" unless he "got on the ball." Peterson admitted that he also gave such warnings to others in the department, and employee Miller testified that Peterson "just liked to ride somebody." I find from the evidence that this type of warning was Peterson's customary manner of supervising the work, and that Peterson did not advise Baird of the contemplated discharge during the time the Company was plotting to discharge him.

Accordingly, I find that the Company discharged union organizer Baird because of his union activities and not because of his limited ability, and that the discharge therefore violated Section 8(a)(3) and (1) of the Act as alleged.

#### CONCLUSIONS OF LAW

1. The October 27, 1966, settlement agreement in two previous cases did not cover the September 14, 1966, discharge, which was not alleged in the earlier cases nor considered in negotiating the settlement.

2. By discharging union organizer Carl A. Baird on September 14, 1966, because of his union activities, the

Company engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

#### THE REMEDY

I shall recommend that the Respondent cease and desist from the unfair labor practice found and from like or related invasions of its employees' Section 7 rights; that it reinstate Carl A. Baird with backpay computed in the manner set forth in *F. W. Woolworth Company*, 90 NLRB 289, with interest at 6 percent per annum as provided in *Isis Plumbing & Heating Co.*, 138 NLRB 716; and that it post appropriate notices.

Accordingly, on the basis of the foregoing findings and conclusions, and on the entire record, I recommend, pursuant to Section 10(c) of the Act, issuance of the following:

#### ORDER

Respondent, Harrison Steel Castings Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging or otherwise discriminating against any employee because of his membership in or his activities on behalf of International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, or any other labor organization.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

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

(a) Offer Carl A. Baird full reinstatement to his former or substantially equivalent position, without prejudice to his seniority, his status and accrued benefits in the profit-sharing plan, and other rights and privileges, and make him whole in the manner set forth in the section of the Trial Examiner's Decision entitled "The Remedy."

(b) Notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

(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 under the terms of this Order.

(d) Post at its plant in Attica, Indiana, copies of the attached notice marked "Appendix."<sup>2</sup> [Board's notice substituted for Trial Examiner's.] Copies of said notice, on forms provided by the Regional Director for Region 25, after being duly signed by Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be

<sup>2</sup> In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States

Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 25, in writing, within 20 days from the receipt of this Decision,

what steps have been taken to comply herewith.<sup>3</sup>

It is also ordered that the complaint be dismissed insofar as it alleges violations of the Act not specifically found herein.

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<sup>3</sup> In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director,

in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."