Bill O'Grady Carpet Service, Inc. *and* Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No. 419, AFL-CIO. Case 27–CA–2790

August 27, 1970

DECISION AND ORDER

BY MEMBERS FANNING, MCCULLOCH, AND JENKINS

On June 3, 1970, Trial Examiner Gordon J. Myatt issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommended that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision Thereafter, the Respondent filed exceptions, and the General Counsel filed cross-exceptions to the Trial Examiner's Decision, each with supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its 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, the briefs, and the entire record in this proceeding, and hereby adopts the findings, conclusions,[1] and recommendations of the Trial Examiner 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 Trial Examiner, as modified herein, and hereby orders that the Respondent, Bill O'Grady Carpet Service, Inc., Denver, Colorado, its officers, agents successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:

1. Substitute the following paragraph for paragraph 2(a) of the Recommended Order:

> Formally acknowledge the obligation to abide by the terms of the collective bargaining agreement described in paragraph 1(a) of this Order by signing a copy of that agreement immediately upon its presentation by the Union.

2. Substitute the following for the first full paragraph of the Appendix:

> WE WILL sign a copy of the collective-bargaining agreement effective August 1, 1969, between the Employer Bargaining Group of the floor covering industry and the Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No. 419, AFL–CIO, immediately upon the Union's presentation of a copy of that agreement to us.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

GORDON J MYATT, Trial Examiner: Upon a charge filed on September 2, 1969,[1] by Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No 419, AFL–CIO (hereinafter called the Union), against Bill O'Grady Carpet Service, Inc. (hereinafter called the Respondent), a complaint and notice of hearing was issued on October 28 by the Regional Director for Region 27 The complaint alleged, *inter alia*, that the Respondent was a member of an Employer Bargaining Group, whose employees were represented by the Union and which was organized for the purpose of negotiating a collective-bargaining agreement with the Union The complaint further alleged that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, by refusing to recognize the Union as the collective-bargaining representative of its employees and by refusing to sign and comply with the terms of the collective-bargaining agreement negotiated by the Employers' Group The Respondent's answer, amended at the trial, denied that the Union represented its employees or that it was a member of an Employers' Group established to negotiate a collective-bargaining agreement with the Union. By its answer the Respondent denied any obligation to execute a collective-bargaining agreement with the Union and specifically denied committing any unfair labor practices.

[1] In adopting the Trial Examiner's conclusion that Respondent violated Sec 8(a)(5) and (1) of the Act, we need not, and do not, rely on so much of the Trial Examiner's Decision as finds that Respondent had a duty, which it failed to perform, to go to the union hall to sign the 1969 contract The credited testimony, along with Respondent's admissions in its answer, amply support the Trial Examiner's findings that Respondent untimely attempted to withdraw from the multiemployer bargaining group, of which it was a part, after negotiations in the multiemployer unit had resulted in an agreement, and that it thereafter withdrew recognition from the Union, disclaimed any obligation to execute a written copy of the negotiated agreement, and refused to acknowledge any obligation to be bound by its terms The foregoing findings are sufficient, without more, to establish Respondent's violation of 8(a)(5) and (1) of the Act Respondent's failure to go to the union hall to affix its signature to the 1969 agreement, as it had done with respect to the two prior contracts, does not, in our opinion, support a finding of an independent 8(a)(5) violation, but is relevant only in explaining why the Union did not formally solicit Respondent's signature to the 1969 contract before demanding compliance with that contract's provisions

[1] Unless otherwise indicated, all dates herein refer to 1969

This case was tried before me in Denver, Colorado, on February 26 and 27, 1970. All parties were represented by counsel and were afforded full opportunity to be heard and to introduce relevant evidence on the issues Briefs were submitted by all counsel and they have been fully considered by me in arriving at my decision in this case

Upon the entire record in this case, including my evaluation of the testimony of the witnesses based upon my observation of their demeanor and upon consideration of the relevant evidence, I made the following.

FINDINGS OF FACTS

I. JURISDICTIONAL FINDINGS

The Respondent is a Colorado corporation engaged in the business of installing floor carpeting The complaint alleges and the answer admits that the Respondent, in the course and conduct of its business operations, annually performs services valued in excess of $50,000 for other business enterprises which themselves annually purchase and receive goods valued in excess of $50,000, directly from points located outside the State of Colorado. On the basis of this evidence, I find and conclude that the Respondent is an employer within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No 419, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background Facts*

The Respondent is an independent carpet contractor who installs carpeting for carpet retailers, builders, and interior decorators. Bill O'Grady, Respondent's president, testified that the Respondent Company operated as a corporate entity for the past 10 years and that he had been engaged in the carpet installation business as a single proprietor for 8 years prior to incorporation. Until October 1969, the Respondent belonged to a trade organization known as the Associated Floor Covering Dealers (AFCD). Membership of this organization consisted of the various floor covering dealers and contractors in the greater Denver area The AFCD was primarily a merchandising organization set up to assist the dealers and contractors in their operations and it did not deal with the labor relations of the individual members. Some of the members of AFCD were signatories to a collective-bargaining agreement with the Union while others had no contract with the Union and employed mechanics who were not union members.[2]

Historically when it was time to negotiate a new contract with the Union, AFCD would contact its members, as well as other floor covering dealers and contractors not associated with it, for the purpose of convening a meeting of the employers to discuss the industry position to be taken during the negotiations. The employers would then select a bargaining committee which would negotiate with its counterpart from the Union After the bargaining committees had agreed upon the terms of the pending contract, each would report back to its parent body who would then express approval or disapproval of the final agreement. The evidence discloses that the bargaining committee never signed the contract on behalf of the employers, but rather, that the Union would secure the signatures of individual employers on the original contract which was later reproduced in booklet form. The evidence also discloses that not all of the employers attending the meetings convened by AFCD signed the agreement after it had been accepted by the group Prior to the current negotiations involved in this case, the Respondent had attended the meetings of the Employer Group and had signed contracts with the Union covering the periods 1963 to 1966 and 1966 to 1969[3]

The Respondent's office was always maintained at the home of its president, O'Grady All notices from the Union and bills for payment to the pension and welfare funds were always sent to O'Grady's home.

B. *The Current Negotiations*

Sixty days before the 1966-69 contract was due to expire, the Union notified the individual employers that it intended to negotiate a new agreement. In keeping with past practice, AFCD called a meeting of its members and other employers in the trade to discuss the position the employers would take during the coming negotiations. The first meeting was held at a local hotel on June 12[4] The Respondent attended the initial meeting of the Employer Group The president of AFCD, with the approval of the employers, appointed a bargaining committee to negotiate with the Union. Earl A Dixon, president of one of the employer firms, was appointed chairman of this committee Dixon accepted the position only on the condition that the participating employers give the bargaining committee full authority to act and negotiate on their behalf and bring back the results to the group. Dixon's condition was accepted by a majority of the employers in a voice vote.[5]

Approximately a week later the employer bargaining committee met with the bargaining committee from the

[2] O'Grady testified that he joined the AFCD purely for social purposes in order to maintain contact with people in the trade

[3] The testimony indicates that the Respondent would go to the Union's office and sign the contract after it had been agreed upon and reduced to writing It is not clear whether the Respondent did this on its own volition or whether the Union would make a request for the Respondent to come to the office and sign the agreement

[4] Earl A Dixon, the head of the employer negotiating committee, testified that the first meeting occurred on June 3 However, dated lists containing the names of the employers attending the meetings were introduced into evidence, and the earliest date indicated on these lists was June 12

[5] O'Grady testified that he questioned whether granting this authority to the bargaining committee would bind the employers to the agreement negotiated by them He stated that he was told that each individual employer would have to sign the contract in order to be bound, just as it was with past negotiations

Union. The Union presented its initial demands and the employer committee rejected them summarily as being out of line. Dixon asked the union commiteee if it had authority to act and to negotiate an agreement. He suggested that if it did not, it should go back to the Union and get this authority Dixon told the union negotiators that his committee had received such authority from the employers The Union in turn insisted that the employer bargaining committee submit to it the names of all of the employers represented by this committee.

Following the first negotiating session with the Union, the employers held another meeting which was attended by the Respondent. The employers discussed the Union's original proposals and, according to Dixon, discussed the terms that they would be willing to accept in a collective-bargaining agreement. Dixon testified that he also called for reaffirmation of the bargaining committee's power to act and negotiate on behalf of the Employer Group [6]

Approximately a week after the second meeting of the Employer Group, the union and employer bargaining committees met again. At this meeting the employer committee presented a list of the names of employers it represented, including that of the Respondent. The union committee in turn informed the employer representatives that it had received authority from the Union to negotiate a contract.

The progress of the negotiations was reported back to the Employer Group at a meeting held on July 24 The Respondent was also present at this meeting. The bargaining committee sought to get a consensus from the employers regarding the terms they would settle for in a collective-bargaining agreement. The committee polled the employers by having them write out on slips of paper the terms that they would accept A few days after the Employer Group met, the union and employer bargaining committees met again and negotiated the final terms of a collective-bargaining agreement On July 29, there was another meeting of the Employer Group at which Dixon and his committee presented the terms of the final contract. As the final contract was in the process of being printed, there were only several drafts available which Dixon circulated among the employers. The Respondent attended this meeting and indicated, not to the bargaining committee, but to several employers sitting near him that he was not satisfied with the agreement. The Respondent stated that he would not "live" with the contract as it was finally negotiated.

The Respondent never signed the current contract and O'Grady testified that he was never requested to do so by any representative of the Union. Prior to the expiration of the 1966-69 contract, O'Grady employed three carpet mechanics and two helpers who were members of the Union. After August 1, 1969, O'Grady only employed one mechanic and one helper; the mechanic was formerly a union member, but apparently resigned from the Union after August 1. O'Grady testified that since the negotiation of the new contract, he has received two bills from the Union requesting payment into the welfare, pension and insurance funds for his two employees The Respondent has not made any payments into these funds on behalf of its employees.

George Cooney, financial secretary and business manager of the Union, testified that prior to the negotiations of the current collective-bargaining agreement the Union only considered an employer bound when he signed the contract. Cooney stated that this practice was changed during the current bargaining sessions, and the Union insisted upon receiving the names of the employers who delegated authority to the employer bargaining committee to negotiate on their behalf This information was given to the Union by the employer committee at the second bargaining session Cooney also testified that he delegated the responsibility to a field representative to get the Respondent to sign the current agreement

The current collective-bargaining agreement contained a clause which defined a "qualified" employer under the terms of the agreement. Article III, dealing with the qualification of the parties, defined a qualified employer as follows:

> 3.1. To qualify as an employer under this agreement, an individual, firm or corporation shall:
>
> (a) have a regular place of business located in a zone in which the operation of a floor covering establishment is permissible under applicable laws, ordinances and regulations, which shall be opened and manned with personnel for business during regular hours, and which shall not be located in any residence, house, garage, ot other premises occupied as living quarters, and which shall have sanitary facilities on the premises for the use of employees;

This provision was also contained in the 1966–69 contract but was not in any of the prior agreements.

Concluding Findings

The Respondent's defense is predicated upon a claim that the Employer Group did not constitute a multi-employer bargaining unit with authority to bind individual participating employers to a collective-bargaining agreement, negotiated by the employer committee. According to the Respondent, the employers had traditionally gotten together to discuss their stand on the negotiations, but no employer was bound until he signed the agreement. The Respondent further asserts that in many instances during past negotiations, employers attending the meetings of the Employer Group failed to sign or abide by the agreement negotiated

Examination of the facts leaves little doubt in my mind, however, that there was indeed an employer bargaining group organized solely for the purpose of negotiating the contract with the Union, and that the Respondent was a participant in this group. There is some suggestion in the record that AFCD was the association bargaining for the employers, but it is apparent that AFCD merely acted as a convenor of all of the employers in the trade, whether members of that association or not. AFCD did not purport to be the association dealing with the Union, nor was it acting on behalf of all of the employers. An informal, *ad hoc* group was periodically put together by the employers

[6] According to Dixon, only one dissent was expressed regarding the committee's authority to negotiate a contract The dissenter was a representative of a company that was in the process of being purchased by another company, and the representative claimed that he had no authority to bind the new purchaser

during time for negotiations to enable them to deal with the Union; and from this group a bargaining committee was appointed to meet directly with the union representatives. The mere fact that the *ad hoc* group had no formal organization, adopted no bylaws, and had no membership requirement, other than attendance at the meetings, does not vitiate the conclusion that the employers constituted a multiemployer bargaining unit for the purpose of negotiating a contract with the Union. It has been repeatedly held by the Board and the Courts that a multiemployer bargaining unit need not have a formal structure, or be governed by bylaws, or have a dues requirement, or hold regular meetings in order to be an appropriate bargaining unit. *The Kroeger Company,* 148 NLRB 569, 673; *Shamrock Systems, Inc.,* 155 NLRB 1120; *Korner Kafe, Inc.,* 156 NLRB 1157, 1161; *The John J. Corbett Press, Inc.,* 160 NLRB 154, enfd. 409 F.2d 673 (C A. 2). Nor is it necessary to show any formal delegation of authority to establish an intent to engage in multiemployer bargaining. *N.L.R.B.* v *Dover Tavern Owners Association,* 412 F 2d 725 (C.A. 3). The test to be applied is whether the members of the group have indicated from the outset an unequivocal intention to be bound in collective bargaining by group rather than by individual action. *Western States Regional Council No. 3, International Woodworkers* v. *N.L.R.B.,* 398 F.2d 770, 773 (C A D.C.)

Applying these standards to the instant case, I find and conclude that a multiemployer bargaining unit was in fact established to negotiate with the Union. The history of the relationship between the Union and the Employers clearly shows that this was a pattern which was followed whenever the parties negotiated a new collective-bargaining agreement. The only variation that occurred during the current negotiations was that each bargaining committee came to the bargaining table armed with authority to act on behalf of their Union with the names of the employers it represented. If nothing else, this variation alone strengthens the conclusion that the employers intended to engage in group rather than individual action The contention that there was no formal delegation of authority to the ad hoc Employer Group to act on behalf of the participants is without merit As indicated above, the case law holds that such formalities are not required Moreover, the record shows that the Chairman of the employer bargaining committee asked for and received authority to negotiate a contract with the Union on behalf of the Employer Group It is significant to note at this juncture, that the Respondent attended the meeting where this authority was conferred and continued to attend all subsequent meetings of the Employer Group. Even if as the Respondent contends, the employers only granted the bargaining committee authority to negotiate subject to their final approval, I would nevertheless find that a multiemployer unit had been established. In my judgment it is evident from the actions of the Employer Group that they intended to be bound by group rather than individual action, *Korner Kafe, Inc., supra; The Kroeger Company, supra; Quality Limestone Products, Inc.,* 143 NLRB 589, 591; *Krist Gradis, et al.,* 121 NLRB 601, 610.

Having found that the Respondent was a member of a multiemployer bargaining unit, it follows that the Respondent could not relieve itself of the obligation to sign the collective-bargaining agreement resulting from the negotiations, absent unusual circumstances, without an unequivocal and timely withdrawal from the bargaining unit. *Anderson Lithograph Company, Inc.,* 124 NLRB 920, enfd. *sub nom., N.L.R.B* v *Jeffries Bank Note Co.,* 281 F.2d 893 (C.A 9); *Sheridan Creations, Inc,* 148 NLRB 1503, enfd 357 F 2d 245, 247 (C.A 2). I find no unusual circumstances in this case which would warrant conferring upon the Respondent the right to avoid its lawful obligation to sign the agreement negotiated through collective action Furthermore, I find that the Respondent had not effected a timely withdrawal from collective action It is well settled that an employer's withdrawal from a multiemployer bargaining unit is untimely, except on mutual consent, once bargaining has begun *N L.R.B.* v. *Spun-Jee Corporation,* 385 F 2d 379, 381 (C.A 2), *Sheridan Creations, supra; N.L.R B.* v. *Tulsa Sheet Metal Works, Inc.,* 367 F.2d 55 (C A. 10). Thus O'Grady's statements that he could not "live" with the agreement as negotiated was nothing more than a belated effort to withdraw from the group action after he determined that the efforts of that group action were not to his liking The attempt to withdraw at this point is not permissible and does not relieve the Respondent from the obligation to sign the collective-bargaining agreement negotiated by the Employer Group. *Shamrock Systems, Inc., supra; Strong Roofing & Insulating Co.,* 152 NLRB 9, 13, enfd. 386 F.2d 929 (C.A. 9), *The John J. Corbett Press, Inc., supra.* Nor can it be said that the Union acquiesced to the Respondent's attempted withdrawal from the unit because the bills for payment into the welfare and pension funds evince an intention to hold the Respondent to the terms of the contract.

While there is no evidence in the record that the Union ever requested the Respondent to sign the agreement, there is testimony that in the past the Respondent always went to the union hall to sign the negotiated contract. Nothing in the record indicates whether the Respondent did this of its own volition or whether it was done at the request of the Union I find, however, since the Respondent had always gone to the union hall to sign the negotiated agreement and since the Respondent's obligation to sign the contract was a continuing one, the absence of a specific request does not relieve the Respondent of its duty to execute the contract. Rather I find that in keeping with past practice the Respondent had a duty to go to the union hall and sign the document.

One other defense asserted by the Respondent remains for consideration The Respondent claims that under section 3.1 of the contract it does not come within the definition of a "qualified" employer. This provision was also contained in the immediate past contract to which the Respondent was a party. The Respondent did not then seek to relieve itself from the obligation to sign that agreement on the basis that it did not qualify as an employer; even though its circumstances were similar. As pointed out by the General Counsel, the Respondent participated fully at all of the employer meetings and gave every impression of being a member of the Employer Group. To allow the Respondent now to claim it is not an employer under the terms of the agreement after having held itself out to be one and

after having participated fully in the negotiations through the Employer Group, would allow the Respondent to frustrate the concept of multiemployer bargaining and the policies and purposes of the National Labor Relations Act Cf *N L R B* v *Southwestern Colorado Contractors Association*, 379 F.2d 360 In these circumstances I agree with the General Counsel that the Respondent is estopped from asserting the claim that it does not qualify as an employer and hence has no obligation to sign the agreement negotiated on its behalf by the Employer Group

On the basis of the foregoing I find and conclude that the Respondent is under a duty to sign the collective-bargaining agreement negotiated on its behalf by the *ad hoc* Employer Group through the bargaining committee, and further, that the Respondent's failure to sign and abide by the collective-bargaining agreement is a violation of Section 8(a)(5) and (1) of the Act

CONCLUSIONS OF LAW

1. Bill O'Grady Carpet Service, Inc , is an employer within the meaning of Section 2(6) and (7) of the Act

2. Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No 419, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act

3 The employees of the employer members of the bargaining group covered by the collective-bargaining agreement negotiated between the Employer Group and the Union on August 1, 1969, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act, and all other employees, constitutes a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

4 The above-named Union has been at all times material herein and is now the exclusive collective-bargaining representative of all of the employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act

5 By refusing on and after August 1, 1969, to execute and comply with the terms of the collective-bargaining agreement negotiated between the Employer's Group and the above-named Union, the Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act

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

THE REMEDY

Having found that the Respondent has engaged in and is engaging in certain unfair labor practices, I shall recommend the issuance of an order that it cease and desist therefrom and that it take certain affirmative action to effectuate the policies of the Act.

As I have found that the Respondent has failed to execute or to comply with the terms of the collective-bargaining agreement negotiated in its behalf by the *ad hoc* employer bargaining group, I shall recommend that the Respondent forthwith sign the 1969–72 collective-bargaining agreement entered into between the Union and the employer bargaining group, and further, that the Respondent give retroactive effect to the terms and conditions contained in this agreement, and make whole its employees for any loss of wages of other employment benefits they may have suffered as a result of failure to comply with the provisions of the collective-bargaining agreement. *Community Market, Inc.*, 179 NLRB No. 2, *Commercial Automotive Corporation*, 169 NLRB No 76 Backpay, if any, shall be computed on a quarterly basis in a manner consistent with the Board policy described in *F.W. Woolworth Company*, 90 NLRB 289, with interest thereon at 6 percent per annum computed in the manner set forth in *Isis Plumbing & Heating Co.*, 139 NLRB 716.

Accordingly, upon the foregoing findings of fact and conclusions of law, and upon the entire record in this case, pursuant to Section 10(c) of the Act. I make the following

RECOMMENDED ORDER

Respondent, Bill O'Grady Carpets Service, Inc , its officers, agents, successors, and assigns, shall.

1 Cease and desist from

(a) Refusing to sign and failing to abide by the terms of the collective-bargaining agreement, effective August 1, 1969, between the *ad hoc* Employer Bargaining Group and Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No 419, AFL–CIO

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

2. Take the following affirmative action which I find will effectuate the policies of the Act

(a) Forthwith sign and abide by the terms of the collective-bargaining agreement described in paragraph 1(a) of this Order.

(b) Give retroactive effect to the terms and conditions of the collective-bargaining agreement described in paragraph 1(a) of this Order, including, but not limited to, the provisions relating to wages and other employment benefits, and in the manner set forth in section of this Decision and Order entitled "The Remedy." Make whole its employees for any losses they may have suffered by reason of the failure to be a party to said collective-bargaining agreement

(c) Preserve and, upon request, make available to the Board and its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to determine the amount due as backpay and other benefits for its employees

(d) Post in conspicuous places at its place of business, copies of said notice attached hereto and marked

"Appendix."[7] Copies of said notice on forms provided by the Regional Director for Region 27 shall, after being duly signed by the Respondent, be posted immediately upon receipt thereof and be maintained by it for a period of 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 any other material.

(e) Notify the Regional Director for Region 27, in writing, within 20 days from the date of the receipt of this Decision and Recommended Order what steps have been taken to comply herewith.[8]

IT IS FURTHER RECOMMENDED that the allegations setting forth violations not specifically found herein be dismissed in their entirety.

[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, recommendations, 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 deened waived for all purposes In the event the Board Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by an Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board "

[8] In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 27, in writing, within 10 days of the date of this Order, what steps have been taken to comply herewith."

APPENDIX

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

We hereby notify all of our employees that.

WE WILL forthwith sign the collective-bargaining agreement, effective August 1, 1969, between the Employer Bargaining Group of the floor covering industry and the Carpet, Linoleum, Soft Tile and Resilient Floor Covering Layers, Local Union No 419, AFL–CIO

WE WILL give retroactive effect to the terms and conditions contained in the said bargaining agreement, including, but not limited to, the provisions relating to wages and other employment benefits

WE WILL make whole our employees for any losses they may have suffered by reason of our refusal to sign said contract.

WE WILL NOT continue to refuse to sign the above-mentioned collective-bargaining agreement or in any other like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed by Section 7 of the National Labor Relations Act, as amended.

BILL O'GRADY
CARPET SERVICE, INC.
(Employer)

Dated By

(Representative)
(Title)

This is an official notice and must not be defaced by anyone

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.

Any questions concerning this notice or compliance with its provisions, may be directed to the Board's Office New Custom House, Room 260, 721 19th Street, Denver, Colorado 80202, Telephone 303–297–3551.