

**Alliance Industries, Inc. and Local Lodge No. 1948,
International Association of Machinists and Aero-
space Workers, AFL-CIO. Case 26-CA-4149**

August 2, 1972

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND
PENELLO

On March 20, 1972, Trial Examiner Owsley Vose issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions to the Decision and a supporting brief, and Respondent filed cross-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 Trial Examiner's Decision in light of the exceptions and briefs and has decided to affirm the Trial Examiner's rulings, findings, and conclusions.

We agree with the Trial Examiner that the Respondent violated Section 8(a)(1) of the Act by stating, in effect, that it would never recognize the Union and that the Respondent could do more for the employees than the Union could. Unlike the Trial Examiner, we further find that the Respondent is a successor employer and is thereby obligated to recognize and bargain with the Union.

As the Trial Examiner points out, factors which indicate that the Respondent is a successor employer include its operating in the same plant as its predecessor without any break in the continuity of operations, with substantially the same production and maintenance personnel, and with only a minor change in supervisory personnel. While it is true that the Respondent is honoring its agreement with its predecessor not to produce particular items which amounted to 50 to 75 percent of the predecessor's business, with the exception of these items, the Respondent is operating with the same equipment utilized by its predecessor, and all of the products being manufactured by the Respondent are products which were formerly manufactured by the Respondent's predecessor. In these circumstances, we find, unlike the Trial Examiner, that there is the requisite continuity in the identity of the Respondent's enterprise so as to constitute the Respondent a

successor employer as that term is used in labor law terminology.

Although we note, as did the Trial Examiner, that the Respondent was, at the time of the trial, exploring the possibility of marketing a new product, we consider such evidence to be speculative. Concerning the Respondent's alleged good-faith doubt as to the Union's majority status, we find that under the circumstances of this case, this assertion is no defense to the Respondent's refusal to recognize or bargain with the Union. In this regard, we note that at the time the Respondent succeeded to its predecessor's business, the Union had been certified as the employees' collective-bargaining representative and that there was in effect a current collective-bargaining agreement between the Union and the Respondent's predecessor. We further note that the Respondent hired a sufficient number of its predecessor's employees so that such employees constituted a majority of the Respondent's full complement of employees. In these circumstances, we conclude that neither the severance by sale of part of the certified unit's work nor the Respondent's alleged good-faith doubt as to majority status, predicated on such severance and resulting diminution in the labor force, is sufficient to destroy the validity of the certification where, as here, the purchased unit is appropriate.¹

Accordingly, we find that the Respondent violated Section 8(a)(5) of the Act by refusing to recognize and bargain with the Union.

CONCLUSIONS OF LAW

1. Respondent is engaged in commerce and the Union is a labor organization, within the meaning of the Act.

2. All production and maintenance employees employed at Respondent's Newport, Arkansas, plant, excluding all office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO, is the exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

4. By refusing, on or about October 4, 1971, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive

Moreover, because no point in time is indicated in the offer of proof as to when approximately nine employees allegedly expressed dissatisfaction with the Union, we are unable to determine whether, in fact, such employees constituted a majority of unit employees

¹ *Burns International Detective Agency, Inc v NLRB*, 406 U.S. 272 (1972), *Lloyd A Fry Roofing Co, Inc*, 192 NLRB No 117. We find that Respondent's offer of proof as to its good-faith doubt of the Union's majority status is inadequate in that it fails to indicate that an uncoerced majority of employees expressed a desire to disaffiliate from the Union.

representative of all its employees in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

5. The Respondent has engaged in interference, restraint, and coercion in violation of Section 8(a)(1) of the Act, by stating that it will never recognize the Union while at the same time making veiled promises of benefits in order to induce them to reject union representation.

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

THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, we shall order that it cease and desist therefrom, and, upon request, bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent, Alliance Industries, Inc., Newport, Arkansas, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Stating to its employees that it will never recognize Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO.

(b) Making veiled promises of benefits in order to induce its employees to reject union representation.

(c) Refusing to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative of its employees in the appropriate unit found above, by failing to recognize the Union as the majority representative of such employees.

(d) In any like or related manner interfering with, restraining, or coercing employees in the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit, with respect to rates of pay, wages, hours, and other terms and conditions of employment.

(b) Post at its plant at Newport, Arkansas, copies of the attached notice marked "Appendix."² Copies of said notice, on forms provided by the Regional Director for Region 26, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 26, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

² In the event this 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 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"

APPENDIX

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

After a trial in which all parties had the opportunity to present their evidence, it has been decided that we violated the law, and we have been ordered to post this notice. We intend to carry out the order of the Board and abide by the following:

WE WILL NOT state to our employees that we will never recognize Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO.

WE WILL NOT make promises of improved benefits to our employees in order to induce them to reject union representation.

WE WILL NOT refuse to recognize and bargain collectively with Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative of the employees in the following appropriate unit:

All production and maintenance employees employed at Respondent's Newport, Arkansas, plant, excluding all office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce the employees in the exercise of their right to self-organization, to form, join, or assist unions, to bargain collectively

through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from such activities, except to the extent that such right may be affected by an agreement requiring union membership as a condition of employment, as authorized in Section 8(a)(3) of the Act.

WE WILL, upon request, bargain collectively with Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative of all employees in the appropriate unit as found above.

ALLIANCE INDUSTRIES,
INC.
(Employer)

Dated _____ By _____ (Title)
(Representative)

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, Clifford Davis Federal Building, Room 746, 167 North Main Street, Memphis, Tennessee 38103, Telephone 901-534-3161.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

OWSLEY VOSE, Trial Examiner: This case was heard at Jonesboro, Arkansas, on January 11, 1972, pursuant to a charge filed on October 26, 1971, and a complaint issued on December 9, 1971. The complaint alleges that since on or about October 1, 1971, the Respondent has been the successor to Al Craft Products, Inc. (herein called Al Craft), in the operation of the plant at Newport, Arkansas, previously operated by Al Craft, and that since the aforesaid date the Respondent has refused to bargain collectively with the Charging Party (herein called the Union) and has refused to honor the terms of a contract entered into on July 14, 1971, by Al Craft and the Union, and that by engaging in this and certain other acts of interference, restraint, and coercion, the Respondent has violated Section 8(a)(5) and (1) of the Act. The Respondent filed an answer in which it admitted that it had refused to bargain collectively with the Union and that it had refused to honor the contract with Al Craft, alleging that it was not a successor to Al Craft and hence was not legally obligated to honor the Al Craft contract. The Respondent denied in

its answer that it had engaged in the acts of interference, restraint, and coercion alleged in the complaint. After the trial, the General Counsel and the Respondent filed thorough briefs which have been carefully considered.

Upon the entire record in the case¹ and from my observation of the witnesses, I make the following:

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE RESPONDENT

The Respondent, an Arkansas corporation, is engaged at Newport, Arkansas, in the manufacture of certain hardware items for mobile homes and recreational vehicles. Since it commenced operations on October 4, 1971, it has shipped more than \$50,000 worth of manufactured items to out-of-state destinations. Upon these facts I find, as the Respondent admits, that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Local Lodge No. 1948, International Association of Machinists and Aerospace Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Respondent's Refusal To Bargain Collectively With the Union and its Refusal To Honor the Contract Between the Union and Al Craft Products, Inc., in Alleged Violation of Section 8(a)(5) and (1) of the Act*

1. The issues and the applicable legal principle

Since, as indicated above, the Respondent admits that it has refused to bargain collectively with the Union and has refused to honor the contract between the Union and Al Craft covering the production and maintenance employees at the plant operated by it at Newport, Arkansas, since October 4, 1971, the sole issue, on this aspect of the case, is whether the Respondent is the successor of Al Craft and therefore subject to the obligations which the body of law developed under the National Labor Relations Act imposes upon successor employers.

As stated in a recent decision, *Lincoln Private Police, Inc., as Successor to Industrial Security Guards, Inc.*, 189 NLRB No. 103:

The Board has long recognized that a change in ownership of a business enterprise does not in itself absolve the new owner from an obligation, arising under the Act, to recognize and bargain with the union that represents the former owner's employees. Where there is a substantial continuity in the identity of the employing enterprise, the purchasing employer is bound to recognize and bargain with the incumbent union.

Furthermore, where there is such "a substantial continuity of identity, the purchaser is bound by the collective bargaining provisions of an agreement between its prede-

Further unopposed motion to correct the transcript on p. 11 by changing the name of Joseph McKensy to Joseph McGinnis is also granted

¹ The General Counsel's unopposed motion to receive into evidence G C Exhs 5 and 8(a) through (f) is hereby granted. The General Counsel's

cessor and a union." *Ranch-Way, Inc. v. N.L.R.B.*, 445 F.2d 625, 627 (C.A. 10). "Where, however, the nature or extent of the employing enterprise, or the work of the employees, is substantially changed, the transfer of a part, or even all, of the physical assets does not carry along with it the duty of the former owner to continue bargaining with the former exclusive representative." *Cruse Motors, Inc.*, 105 NLRB 242, 247.

In determining whether there has been a substantial continuity in the identity of the employing enterprise, the Board has not accorded controlling weight to any single factor, but has evaluated all the circumstances present in any given case in arriving at an ultimate conclusion. Among the factors taken into consideration by the Board are whether the purchaser holds itself out as a successor; whether there has been a substantial continuity of the same business operation with the purchaser manufacturing substantially the same products or offering substantially the same services; whether the purchaser uses the same plant, machinery, equipment, and methods of production; whether the purchaser utilizes substantially the same work force and supervisors; and whether substantially the same jobs exist under similar working conditions. *Royal Brand Cutlery Company*, 122 NLRB 901, 908-909; *Randolph Rubber Company Inc.*, 152 NLRB 496, 499; *Apex Record Corporation*, 162 NLRB 333, 338; *Ellary Lace Corp.*, 178 NLRB 73, 76-78; *Pargament Fidler, Inc.*, 173 NLRB 696; *J-P Mfg., Inc., successor to Traverse City Manufacturing, Inc.*, 194 NLRB No. 161.

2. The facts

For approximately 3 years prior to October 1, 1971, Al Craft engaged in the manufacture of window and screen door hardware for residences, mobile homes, and recreational vehicles at a plant at Newport, Arkansas, which it leased from the city of Newport. Al Craft also engaged in custom zinc diecasting, stamping, and gear cutting operations at the Newport plant. Gerald Critelli, the president of the Respondent, who for several months in 1971 had been the superintendent in charge of the plant for Al Craft, testified that 75 percent of the business of Al Craft was in window or jalousie operators (the crank mechanisms which are used to open or close awning windows and jalousies). Ruby Pabst, who had worked for Al Craft for about 3 years as a production worker and who was a union steward, testified that about 50 percent of Al Craft's business was in operators. I find that the major portion of the Al Craft's business, between 50 and 75 percent, was in operators.

Following an election on April 14, 1969, the Board's Regional Director at Memphis, Tennessee, on April 22, 1969, issued his Certification of Representatives designating the Union as the exclusive bargaining representative of Al Craft's production and maintenance employees. Thereafter, Al Craft and the Union entered into a comprehensive collective-bargaining contract, which was succeeded by a second contract, executed on July 13, 1971, which was to expire at the earliest on July 14, 1972.

² According to the Respondent 3 of these 18 employees were placed in positions outside the Al Craft appropriate unit, Roy Roberts being placed in charge of purchasing and sales, Joseph McGinnis being put in a research

As indicated above, Gerald Critelli assumed the duties of plant superintendent for Al Craft on May 15, 1971. After several months on the job, observing that the business of Al Craft was declining and that it was in financial trouble, Critelli resigned on August 15 and accepted employment with another enterprise, Modular Housing. Having knowledge of Al Craft's problems and sensing that it might be receptive to offers to dispose of the business, Critelli commenced negotiations to take over Al Craft's operations or part of them.

After securing financial backing and making arrangements for the incorporation of Alliance Industries, Inc., the Respondent herein, Critelli succeeded in negotiating a sublease agreement between Al Craft and the Respondent, effective October 1, 1971. In the sublease agreement it was agreed that Al Craft, as the sublessor, would lease the Respondent, as the sublessee, its Newport plant premises and some of its own equipment for 1 year beginning October 1, 1971. The agreed-upon monthly rental payment was to be paid by the Respondent to a bank in Newport to be applied towards Al Craft's indebtedness to the bank and satisfaction of its rental obligations to the city of Newport as the owner of the premises and certain of the manufacturing equipment, pursuant to the original lease agreement. The sublease also provided that Alliance would pay Al Craft a fixed sum for certain raw materials, work in progress, and inventory on hand, or, upon expiration of the lease, to replace these items with like items having a value equivalent to that specified in the sublease. The sublease was for a 1-year term and granted the Respondent an option to renew for three successive 1-year terms.

John P. Keyser, a vice president of both Al Craft and its parent corporation, Al Craft Industries, Inc., came to Newport from Hialeah, Florida, where Al Craft Industries' plant is located, to finalize the sublease agreement. On Thursday, September 30, Keyser announced to the Al Craft employees and posted a notice in the plant which stated that: "All Employees of Al Craft Products, Inc. will be discharged effective September 30, 1971. This is due to the fact that Al Craft Products, Inc. will cease to do business at this time." Later that day, Gerald Hughes, Al Craft's general plant foreman, passed out employment applications headed in hand printing "Alliance Industries, Inc." Hughes told the employees to whom he gave the applications to fill them out and come to the plant on Monday if they wanted to work. No work was performed at the plant on Friday, October 1.

Of the 23 or 24 employees in the appropriate unit who were at work on September 30, 1971, the last day on which Al Craft was engaged in business at Newport, 18 of them were put to work by the Respondent on Monday, October 4.² A 19th former Al Craft employee was put to work on October 7. Thereafter, in October and November, 3 more Al Craft employees were put to work, bringing the total of former Al Craft employees hired by the Respondent to 22 out of 23 or 24, with 3 of these being placed in nonunit jobs. Commencing on October 24 the Respondent hired five new employees (not Al Craft employees at work on

and development job, and Alfred Henderson being named general plant foreman

September 30) for jobs in Al Craft appropriate unit. However, by the end of the year, only one of these was still in the Respondent's employ, the others having been terminated for one reason or another, including unsatisfactory performance and declining business. By the end of 1971, 9 of the 23 or 24 former Al Craft employees had been terminated for business and other reasons. As of the date of the trial on January 11, 1972, the Respondent had only 10 production and maintenance employees, of whom 9 were former Al Craft employees.

With respect to the supervisory situation before and after the sublease agreement was entered into, the facts are as follows: From August 15 to October 1, Gerald Hughes, the general plant foreman, was the top supervisor of day-to-day operations at the Al Craft plant; when the Respondent commenced operations, Hughes was named plant superintendent; and Alfred Henderson, a former die caster in the appropriate unit, was made general plant foreman by the Respondent. Henderson, however, continues to do some production work. Under all the circumstances, I do not regard the addition of another layer of supervision below Hughes as effecting a substantial change in the supervisory situation at the plant.

Before discussing the nature of the business engaged in and the nature of the work performed by the employees at the Newport plant before and after the sublease agreement, it is necessary to consider certain provisions in the sublease agreement because of the changes effected by these provisions in both the nature of the business and the nature of the work performed at the plant. The sublease agreement provided that all the machinery and equipment used in making window and jalousie operators would be shipped to the plant of Al Craft's parent company, Al Craft Industries, Inc., in Hialeah, Florida, and that the Respondent during the initial or any extended term of the sublease would not compete with Al Craft in the manufacture of window and jalousie operators. Al Craft agreed that it would not compete with Respondent in the manufacture of tailgate hardware and window operator extensions.

Pursuant to the terms of the sublease agreement, the machinery and equipment used by Al Craft in the manufacture of operators was gradually shipped to Florida commencing shortly after October 4. After completing the running of a few operator jobs in process at the time of the changeover, which took about 10 days, no more operators were made at the Newport plant. The manufacture of operators formerly made at Newport was thereafter carried on at the plant of Al Craft Industries, Inc. at Hialeah, Florida.

After the Respondent commenced operations at Newport, it concentrated on obtaining orders for and making more of the other items which the plant was equipped to manufacture. Up until the time of the trial in the case the Respondent had not obtained any new machinery or equipment with which to make new items. However, because of the competitive situation, the Respondent at the time of the trial, was exploring the possibility of making other items not previously made at the plant, including an electronic burglar and fire alarm system.

In view of the fact that the manufacture of operators constituted from 50 to 75 percent of Al Craft's business,

without this business the Respondent was forced to effect considerable changes in its operations. While the Respondent obtained some business from Al Craft's customers, it had to seek out many new customers for the fewer items which it was making to bring the volume of business up to a profitable level. The Respondent sent out brochures in its own name, with no reference being made to Al Craft, in an effort to obtain new business. During the period of time covered by the record in this case, the Respondent never did achieve a volume of business comparable to Al Craft's. The Respondent's sales were \$25,000 to \$28,000 per month as compared with Al Craft's sales of \$40,000 to \$50,000 per month in a comparable period.

As a result of the loss of the operator business, which constituted the bulk of Al Craft's business, the Respondent's employees were necessarily required to a considerable extent to work on different machines and to make different items. While I do not wish to imply that different skills were required on the machines to which they were assigned (the record does not afford an adequate basis for making a finding either way in this regard), it cannot be doubted that the nature of the work of a majority of the employees changed after the loss of the operator business.

3. Conclusions

Reviewing the foregoing facts, it is apparent that some of the factors which the Board takes into consideration in determining whether a purchaser of a business is a successor point to the conclusion that the Respondent is a successor to Al Craft, whereas other factors point to the opposite conclusion. The fact that the Respondent assumed Al Craft's obligations under its lease to the city of Newport and some of its financial obligations, and that the Respondent commenced operating in the same plant without any break in the continuity of operations, with substantially the same production and maintenance personnel, and with only a minor change in supervisory personnel, point to the former conclusion. On the other hand, the fact that the Respondent could no longer manufacture operators, which caused the Respondent to change very substantially the product mix and to seek out new customers for its substantially reduced product line, and which resulted in a change in the nature of the operations and the products made by a majority of the Respondent's employees, tends to support the conclusion that there was not such a continuity in the identity of the employing enterprise as to constitute the Respondent a successor employer, as that term is used in labor law terminology. On balance, I conclude that the facts last-mentioned carry the greatest weight. It appears wholly inequitable to hold that a contract negotiated by another employer having an established business and an established product line is binding upon another distinctly independent employer who takes over the business in a greatly changed form, with a substantially reduced product line, and with many of the uncertainties ahead of it of an employer first starting out in a new business. For these reasons, I conclude that the Respondent is not a successor to Al Craft within the meaning of the decisions discussed in point III A, 1, above, and that the Respondent, therefore, has not violated Section 8(a)(5) and (1) of the

Act by refusing to recognize and bargain collectively with the Union and by refusing to honor Al Craft's contract with the Union.

B. The Respondent's Acts of Interference, Restraint, and Coercion in Violation of Section 8(a)(1) of the Act

Gerald Critelli, the Respondent's president, assembled the employees in the lunchroom on two occasions about a week or 10 days after the Respondent commenced operations at Newport. During one or the other of these meetings, Critelli, as he admitted, told the employees that the Respondent would not recognize the Union's contract with Al Craft and that he would never recognize the "present Union." Critelli went on to say, as he testified, that in his opinion, "as we were not bound by a Union contract, we felt we could do more for the employees" than the Union could. According to Ruby Pabst, whose testimony I credit, Critelli stated at one of these meetings that he was going to build a new lunchroom, closed in and away from the working area. When one of the employees asked about insurance benefits at one of these meetings, Critelli answered that the Respondent would have the same or better protection, as Critelli testified.

Critelli's action, after denying the Union's right to continue to represent the employees in announcing that the Respondent would never recognize the Union, while at the same time holding out the prospect of improved employee benefits without the Union, was clearly calculated to and naturally tended to restrain the Respondent's employees in their continued adherence to the Union, and therefore

violated Section 8(a)(1) of the Act. *American National Stores, Inc.*, 195 NLRB No. 3; *Southwire Co. v. N.L.R.B.*, 393 F.2d 106, 107 (C.A. 5); *Waycross Sportswear, Inc. v. N.L.R.B.*, 403 F.2d 832, 834 (C.A. 5); *N.L.R.B. v. Patent Trader, Inc.*, 415 F.2d 190, 198-199 (C.A. 2).

CONCLUSIONS OF LAW

1. The Respondent is not a successor to Al Craft and therefore is not required to assume Al Craft's collective-bargaining obligations.
2. The Respondent has not violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain collectively with the Union and by refusing to honor the contract between Al Craft and the Union.
3. The Respondent has engaged in interference, restraint, and coercion in violation of Section 8(a)(1) of the Act by stating that it will never recognize the Union while at the same time making veiled promises of benefits in order to induce them to reject union representation.
4. 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 certain acts of interference, restraint and coercion, my recommended Order will direct the Respondent to cease and desist therefrom, and to take certain affirmative action designed to effectuate the policies of the Act.

[Recommended Order omitted from publication.]