

**Williams Press, Inc. and Theodore Compagnone and Martin Claydon  
Albany Printing Pressmen, Assistants' and Offset Workers Union Local 23, AFL-CIO (Williams Press, Inc.) and Theodore Compagnone and Martin Claydon.** Cases 3-CA-4401-1,-2 and 3-CB-1635-1,-2

June 18, 1973

## SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING  
AND JENKINS

On February 13, 1973, Administrative Law Judge John M. Dyer issued the attached Supplemental Decision in this proceeding. Thereafter, the General Counsel and the Respondent Union filed exceptions and supporting briefs, and the Respondent Union filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Supplemental Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,<sup>1</sup> and conclusions of the Administrative Law Judge and to adopt his recommended Order.

## ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the complaint herein be, and it hereby is, dismissed in its entirety.

<sup>1</sup> In agreeing with the Administrative Law Judge that the arbitrator's award rendered in 1969 finding that Compagnone and Claydon are entitled to perpetual superseniority is not controlling, we rely on the fact that the agreements upon which the award was based was abrogated by Respondent Company in 1970 with the approval of the state court, and that the existing contract pertinent herein between the parties contains no such provisions. In addition, we hereby correct the Administrative Law Judge's inadvertent error in finding that the new seniority list was posted in January 1971 rather than February 1971.

## SUPPLEMENTAL DECISION

### STATEMENT OF THE CASE

JOHN M. DYER, Administrative Law Judge: Theodore Compagnone and Martin Claydon, the Charging Parties in this proceeding, filed 8(a)(1) and (3) and 8(b)(1)(A) and (2) charges on March 11, 1971, alleging that Williams Press, Inc., herein called Respondent Company or the Company, and Albany Printing Pressmen, Assistants and Offset Work-

ers Union Local 23, AFL-CIO, herein called the Union or Respondent Union, discriminated against the Charging Parties for reasons other than their failure to pay dues or initiation fees, on or about February 1, 1971, by demoting them on the priority (seniority) list from positions to which they felt they were entitled, resulting in change regarding overtime and causing them to be laid off. The original complaint was issued on July 9, 1971, and a hearing was held on September 20, 1971. The Union did not file an answer to the complaint and a decision by Administrative Law Judge Buchanan issued on November 16, 1971, finding that Respondent and Respondent Union had violated the Act as alleged.

On March 15, 1972, the Board issued its Decision and Order and sought enforcement by way of summary judgment against the Union (Respondent Company having complied with the Board's decision) in the U.S. Circuit Court of Appeals for the Second Circuit, which denied the Board's motion without opinion on June 13, 1972. The Board accepted the Court's Remand and on September 6, 1972 ordered the record opened for a further hearing and Supplemental Decision.

The Regional Director for Region 3 issued an amended consolidated complaint and notice of further hearing on September 20, 1972, alleging in addition to the standard commerce and jurisdictional statements that the Company delegated to the Union exclusive control over the priority list which is maintained for the offset prep (Preparation) room employees and governs the order of preferences for shifts, vacation, overtime work, and order and duration of layoffs. It is alleged that Respondent Union is in control of this list and on February 18, 1971, placed charging parties Compagnone and Claydon in a lesser status than that to which they were entitled but that Respondent Employer restored them to their proper positions on or about March 24, 1972, following the issuance of the Board's first decision. It is further alleged that following the court's refusal to enforce the decision, Respondent Union on June 14, 1972, caused Respondent Company to place the charging parties in a lesser status than they were due on the list and that as a result of this inferior status they were laid off on June 23, 1972. It is alleged that Respondent Union's acts were done arbitrarily, capriciously, and for unfair, irrelevant, and invidious reasons thus breaching its duty to fairly represent the employees in the unit. Violations of Sections 8(a)(1) and (3) and 8(b)(1)(A) and (2) and 2(6) and (7) of the Act are alleged.

Respondent Employer's October 4, 1972, answer to the amended consolidated complaint admits all the allegations of the complaint except that it denies the conclusionary allegations until such time as the evidence has been adduced at trial. Respondent Employer requests that if any pecuniary losses are ordered remedied, that such should be assessed against Respondent Union which, it asserts, should be held primarily liable under the facts and circumstances of the case.

Respondent Union admits the commerce and various jurisdictional allegations but denies that it in any way violated the Act. It admits that Charles Moore is president of the Union but denies knowledge or information of the balance of the allegation regarding agency and authority of its as-

serted agents.

All parties were afforded full opportunity to appear, to examine and cross-examine the witnesses, and to argue orally at the hearing held on November 20 and 21, 1972, in Albany, New York. Respondent Union has submitted a brief which has been carefully considered. There are relatively few conflicts in the testimony.

It is General Counsel's position that the Union was opposed to the men who were hired from the "outside" for the prep room and was therefore illegally motivated and did not properly represent the employees when it twice changed their position on the priority list in the face of an arbitrator's award rendered on his interpretation of the "super-priority" provision in the 1968-70 training agreements.

Under the facts and circumstances in this case, I have concluded that the Act was not violated and will dismiss the complaint.

Under the entire record in this case I make the following:

#### FINDINGS OF FACT

##### I COMMERCE AND JURISDICTIONAL FACTS

Respondent Company is a New York Corporation with its plant in Menands, New York where it is engaged in commercial and periodical printing. Respondent Company annually purchases and receives goods and materials directly from points outside the State of New York valued in excess of \$50,000.

Respondent Company admits and I find that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent Company and Respondent Union admit and I find that Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.

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

###### A. *Background and Undisputed Facts*

Respondent Company prints magazines for companies such as Time and Business Week and does legislative printing for New York State.

In its June 30, 1967, decision in *Albany Printing Pressmen and Assistants' Union No. 23, AFL-CIO (Williams Press, Inc.)*, 166 NLRB 639 (a decision on a 10(k) proceeding following an 8(b)(4)(D) charge filed by the Company) the Board described the history of the dispute between the parties which has led up to the present case. In summary the Board said that the Company had been a large letterpress printing establishment with groups of employees represented by Respondent Union, the typographers union, and the stereotypers union, when in January 1966 it changed a press to offset and had the offset plate work done by another Company. By mid-1966 the Company decided to do its own preparation work and formulated plans for a prep room to employ about 26 men. The Company conferred with the three unions and reviewed work assignments to determine which employees would be transferred to the new prep room and in September 1966 awarded substantially all the work to the Respondent Union. The typographers and

Respondent Company went to arbitration over this assignment (the other two unions not being parties to that proceeding)<sup>1</sup> and the arbitrator in March 1967 entered an award of a substantial amount of the work to the typographers. The Respondent Union threatened to strike if such award was implemented and the charges in the case were filed.

The Board held that the 1965-68 contract between Respondent Union and Respondent Company clearly provided for offset preparatory work and was a specific assignment of the disputed work to Respondent Union which antedated the dispute and that the typographer-Company contract did not provide otherwise. The Board further noted that the Company was not satisfied when some of the prep room work was done by the typographers and stereotypers and that the Company believes the assignment to Respondent Union is more desirable. With little else to guide it the Board assigned the work to the employees represented by Respondent Union.

According to the uncontradicted testimony of Union President Moore, following the Board's award there were negotiations between the Company and the Union which centered on manning of offset presses and manning of the prep room. Moore testified that the Company maintained it could hire from the "outside" while the Union wanted present employees to be trained for the jobs. Moore said the Company would not discuss arrangements for training and manning and after several months the Union sought the help of the New York State Mediation Board. The Union, noting that where operations were switched to offset presses there was a consequent substantial drop in the complement of employees, was fearful such would happen at the Company and sought to have the then present employees trained and placed in the prep room. The Company in 1967 had approximately 250 journeymen pressmen and some 70 to 80 semiskilled or unskilled employees in the pressroom area. At the time of this hearing, with the exception of one press, all the presses were offset and there were about 120 to 130 journeymen pressmen and some 70 semiskilled or unskilled employees in the pressroom area.

In November 1967, without any notification to the Union, the Company hired five "outside" men and opened the offset prep room for operations. Moore received this information between 8 and 9 a.m. from various employees and went to the prep room and told the five men about the manning negotiations and said that some problems could be resolved if they left. When they refused, Moore informed the chapel chairmen and the pressroom employees walked out. This strike lasted less than one shift when union agents were served with an injunction.

Shortly thereafter the Company instituted a damage suit against the Union and the presiding state court judge indicated to the parties that the dispute should be resolved by mediation or arbitration. A local arbitrator was chosen and stated he would mediate the problems and if they couldn't reach agreement he would arbitrate it. Work started then on a training agreement which had as its main issue job securi-

<sup>1</sup> The Board noted that neither Respondent Union nor the stereotypers consented to or participated in the arbitration proceeding and that the award did not bind them.

ty. One training agreement was signed in May 1968 and after some problem a second training agreement was signed July 16, 1968.

The five men hired from the "outside" in November 1967 included Martin Claydon, and in January 1968 Theodore Compagnone was hired to replace one of the original five. They worked through this period, and there being only one priority list maintained for the pressroom area, they were on the bottom of the list. They acted as instructors when two separate groups of eight employees were transferred to the prep room prior to agreement on the training agreements and in each case the Union protested such assignments. Under the terms of the training agreements both groups were returned to the pressroom.

The training agreements were for 18 months and contained provisions as to how the men were to be selected for positions in the prep room and their rights of transfer into and out of the prep room and layoff rights. Instructors were defined in the agreements as employees whose function was to train other employees and not to replace them as part of a working crew. It was also provided that instructors did not have the right to bid for overtime or production work. The agreements provided the following on priority.

Priority—Employees in the Offset Preparatory Department will be on a separate priority list for all purposes. The Company represents that it has hired five (5) Instructors, or highly skilled Journeymen to assist in the training program and to work in the department. These five (5) men shall be Numbers 1 thru 5 on the priority list for the department according to their own date of hire. All other men, Journeymen, or those who become Journeymen, shall have priority on such list according to their own date of hire by the Company, subject to Numbers 1 thru 5 aforementioned.

The Union agrees to supply skilled men to the Company when and as needed in the Preparatory Department.

The Union and the Company agree that as to the first five men on the priority list, the Company reserves the right to assign those men to different shifts when and as needed by the Company, priority notwithstanding.

A priority listing of names and hiring dates for the prep room in 1969 showed three men listed at the top with asterisks in front of their names. These three, Lampron 11-27-67, Claydon 11-27-67, and Compagnone 1-22-68, were the only instructors left at that time. Twenty-nine of the thirty names next on the list showed hiring dates from 1936 to 1964 and the 30th was 2-10-69.

Although the training agreements forbade overtime or production work to the instructors, they apparently were allowed to work overtime as instructors or in place of foremen.

Compagnone testified that after starting in January 1968 as a journeyman, he became an instructor in April 1968 and started receiving the \$10 bonus as an instructor. On the pressroom priority list he was on the bottom and never protested or contested such position. After the training agreements were signed, a separate priority list was prepared for the prep room and his name was near the top of the list.

Compagnone testified that in July 1969, he told his supervisor that he no longer wanted to be an instructor since he was not allowed to work overtime and at his request was moved to a production job.

The Union stated that on September 27, 1969, the Company informed it that instructors could no longer work overtime as substitute foremen or instructors and this prompted Compagnone's transfer request.

Somewhere about this time Compagnone tentatively sought to move to another shift on the basis of his super priority. The Union on October 7, 1969, informed the Company it considered Compagnone to have lost such position when he gave up his instructor's status. About or shortly before that time Compagnone withdrew his transfer request and stayed on the second shift. On December 5, 1969, the Company filed a grievance against the Union regarding the Union's position on Compagnone's placement on the priority list.

Neither Compagnone nor Claydon were parties or witnesses nor were they present at the arbitration proceeding.

In his December 22, 1969, decision the arbitrator found that the phrase "for all purposes" meant that the instructors had priority for all purposes and that there were "no exceptions under which a man's position on the list would be changed." The arbitrator then stated:

There was no understanding that Instructors would be on the list only as long as they remained Instructors. In fact, Paragraph 6 states that the Company hired five Instructors "or highly skilled Journeymen" to assist in training "and to work in the department." It is clear that the preference was given to those five men regardless of whether they were Instructors or Journeymen or whether they remained in their category. The reason behind this was that the Company could not hire expert Prep Room men unless it could assure them of permanent status. This included the possibility of reverting from Instructors to Journeymen since the training program was not to be a permanent set-up.

Thus, it was the intention of the parties to give priority status to five men for all purposes so long as they remained at Williams Press. The Union understood and agreed to it.

Some of the arbitrator's statements appear to come from outside of the agreement and it is not known whether there was any testimony concerning reasons, history, or intent during that proceeding.

Somewhat to the contrary, however, is the testimony of Compagnone and Claydon. Compagnone testified that he received more money and better fringe benefits when he started with Respondent Company and that was the reason he sought the job and went to work for the Company. He also testified that he received no promises of permanent status and Respondent Company was the first major Company he had ever worked for. He joined Respondent Union within 30 days of his hiring.

Claydon testified he came from a subsidiary company to Respondent Company and started in the prep room the Monday after Thanksgiving 1967. He was on the bottom of the single priority list maintained for the pressroom area and there is no testimony he disputed such placement. Claydon offered no testimony that he had been promised perma-

ment status as a condition of his employment. Claydon worked as a journeymen on production work and began instructing other employees prior to the time the training agreements were signed and continued until the agreements were terminated, although near the end his instructing was down to a few hours a week.

Both Claydon and Compagnone testified that the Union accepted them as members (Claydon being the Union's photographer) and were not discriminated against except for their reduction on the priority list in 1971 and 1972.

In the summer of 1970 negotiations were begun by the Company on changes it wanted in the training agreement. Negotiations were not completed and around August 1970 the Company notified the Union and the arbitrator named in the training agreement, that it considered the purposes of the training agreement had been fulfilled and it was terminating the agreements. Dean Stuart, who started with the Company as the director of industrial relations in February 1971, testified that notices regarding layoffs were posted late in 1970 and the Union brought a "Show-Cause" order protesting the Company's termination of the training agreements in the state court. The state court ruled that the training agreements could be terminated unilaterally and that as of November 27, 1970, the training agreements had come to an end. According to the testimony from 30 to 40 employees were laid off during the week of November 27, 1970.

In January 1971 the Union posted a new priority list in which Claydon and Compagnone (the only two left of the original five instructors) were placed on the list according solely to their date of hire without any super priority. This occurred shortly after Compagnone moved to the first shift on the basis of his super priority. No one had been displaced when he moved.

Following the publishing of this new list Compagnone and Claydon filed grievances protesting their placement on the list and that they had not received overtime that was due them because of their reduced place. These grievances were filled out by them, signed and given to a chapel chairman who also signed them. Neither Claydon or Compagnone heard anything further from the grievances and did not query the Union or the Company concerning them.

Union President Moore testified that completed grievances are signed by a chapel chairman who passes them on to the Company for its answer. If the Company does not answer the grievance it is considered that it has denied the grievance. The question then reverts to the Union and the individual as to whether to pursue the grievance further. Since neither Claydon or Compagnone protested any further on this matter and filed charges with the Board the Union took no further action on the grievance. (These grievances were contra to the Union's position in the matter.)

Compagnone and Claydon were shortly transferred to another shift and both filed letters dated March 15, 1971, stating they were moving to the second shift under protest. According to Union President Moore these letters of protest were discussed at a union executive board meeting and tabled and neither Compagnone or Claydon, who both attended union meetings, asked that the matter be brought up before the union membership.

As noted above, the Regional Director issued the original

complaint and the case was heard by the Administrative Law Judge who issued his decision on November 16, 1971, followed by the Board's Decision on March 15, 1972.

In the interim, the October 1, 1965, to September 30, 1968, contract between the Respondents expired and a memorandum agreement was signed May 20, 1969, retroactive to October 1, 1968, in certain respects, and running through September 30, 1971. Near the conclusion of this second agreement the Company locked out the employees while negotiations proceeded on another contract which was finally agreed to by the parties on March 20, 1972. This last contract is dated October 1, 1971, and runs through June 30, 1974. This contract in speaking of priority in the prep room states: "The priority in the Williams Press Prep Room shall be by date of hire in the bargaining unit." There are no exceptions or provisions in this contract for any special or super priorities for any employees.

When this agreement was concluded the Company began calling back employees under the priority system. Under the old priority list Compagnone and Claydon were at the bottom of the list. Following the Board's decision of March 15, 1972, the Company called Compagnone and Claydon first under what it considered their priority should be by the Board's decision.

There was testimony that the Company complied to some extent with the Board's decision and paid certain sums of money due thereunder. Claydon and Compagnone were accorded priority at the top of the list and worked from that priority from then until June 1972.

On June 13, 1972, the United States Court of Appeals for the Second Circuit denied enforcement of the Board's motion for summary enforcement.

#### B. *Contested Testimony*

Dean Stuart, the Company's director of industrial relations, testified that on the day after enforcement of the Board order was denied, Union President Moore came to his office, told him about it, and in effect said that Compagnone and Claydon should be placed on the bottom of the seniority list and if they weren't, none of the prep room employees would show up for work on Monday. Stuart also testified that this "threat" was tempered when the parties' attorneys were present at a meeting later that week, on Friday. He admitted that at this Friday meeting the attorney for the Union said that there would be no union work stoppage and that the Union had no such intent.

Stuart's testimony was imprecise and he explained that he could not give exact language and testified to his impression of what was said. By his testimony Stuart placed the first meeting on Wednesday, June 14, and the meeting with the attorneys on Friday, June 16. It was stipulated that no strike occurred on Monday, June 19.

Union President Moore testified that 1 or 2 days after the circuit court refused enforcement of the Board's order he told Stuart that the Union wanted the priority list to revert back to its status prior to the Board's decision and wanted the Company and union attorneys to get together on it. At the meeting with the attorneys, one of the company officials stated that they would get it over with and just fire Compagnone and Claydon. Moore said they shouldn't do that. He

denied saying anything about a work stoppage in his two or three conversations with Stuart during that week. He testified that Stuart repeatedly said he didn't want a work stoppage and repeatedly asked what the Union was going to do about it. Moore said he didn't answer Stuart because there was no intention of striking over the issue.

Compagnone testified that on Monday, June 19 (which would have followed the above-described meetings) Stuart told him he was going to have to lay him off or there might be a strike. On June 22, Stuart said he was being laid off as of the following day. Basically Stuart said the same thing to Claydon who was also laid off on June 23.

The parties are in agreement that work was slack at this time and there were other prep room employees in layoff status. Both Claydon and Compagnone were called back to work in October 1972 and the parties agree it was because of the Union's insistence to management that they were returned to work.

As noted above Stuart confirmed that he could not remember exactly what was said and based his entire testimony on his impressions. Moore's testimony was specific and uncontradicted. It is clear from the testimony that if there had been any threat of a walkout to take place on Monday, June 19 (which I doubt under these circumstances), that such was negated by counsel for the Union on the preceding Friday. There does not appear, once such "threat" had been made and countermanded, for there to be any reason for the Company on June 19 to state that it was afraid of a strike and blame the Union for its decision to lay off these two employees on Friday, June 23. Actually all that the Company did was agree to a change in the priority list, placing these two employees on the list in accordance with their hiring dates which apparently had the effect of laying them off due to a reduced workload.

I do not credit Respondent Company's asserted reasons for agreeing to the change in the priority list.

### C. Analysis

General Counsel's case depends first on animus toward the two employees, which he alleges was demonstrated by the November 1967 strike, and secondly on the contravention of the arbitrator's award of the Company's 1969 grievance. General Counsel claims that changing the priority list in 1971 and 1972, following cessation of the training agreements in which the priority was established, demonstrates that the Respondent Union was not fairly representing its members and discriminated against them for unfair and invidious reasons.

The facts in the case do not support General Counsel's theory and I will recommend that this complaint be dismissed.

The part-shift strike in November 1967 was an immediate response by Respondent union members to the Company hiring and partially staffing and initiating work in the prep room without any notice to Respondent Union despite the fact that the parties had been negotiating for several months concerning the manning and operations of this room. The Union's testimony indicated that the employees at the Company were fearful that starting up an offset operation at the Company would decrease the amount of available work and

lead to layoffs of employees. The figures above conclusively demonstrate that the employees had reason to fear such a result and underscore the Union's keen interest in their negotiations in regard to manning, training, and operation of the prep room.

The November 1967 strike ended on that same first shift and negotiations continued thereafter with the new employees operating in the prep room with no further hindrance from the Union, and all were received into union membership. The five prep room employees were placed at the bottom of the priority list which was maintained as one list for the pressroom area and none of them complained about their placement on the priority list.

This strike action under the circumstances is too remote to supply animus 4 years later, particularly when both Compagnone and Claydon testified that the union and the officers never demonstrated any animosity toward them. In fact the relationship appeared to be amicable with Claydon being the unpaid official photographer for the Union.

I therefore conclude and find that no animus has been competently proven.

The arbitrator's statement in his 1969 award that it had been necessary to promise these five prep room men permanent super priority status for as long as they remained at the Company is contrary to the evidence in this case. Neither Compagnone or Claydon were parties to the 1969 arbitration proceeding nor did they testify nor were they present at the proceeding. That grievance was filed by the Company, not by them.

Compagnone specifically testified that he was not promised any super priority or seniority or permanent status when he became an employee. He testified affirmatively that when he was hired he received more money and better fringes than he had at his prior job and that is why he accepted the job at Respondent Company.

Claydon acknowledged that he was placed on the bottom of the priority list when he was first hired and did not offer any testimony that he was at any time offered any super priority or permanent status. He testified that in 1968, Union President Moore told the prep room employees that the Union was prepared to offer them super priority for a period of time. This statement was made about the time the training agreements went into effect.

With there being a difference in the parties to the arbitration proceeding and with the credited uncontradicted testimony in this proceeding being diametrically opposed to the arbitrators understanding of the history behind the super priority clause, I find that I can not accord that arbitration decision any weight where it specifies that the super priority of the five instructors has perpetual existence.

The fact that Respondent Company changed the priority list in March 1972 demonstrates that the Union did not solely control the list. Making of a list either by hiring date or entry into a job classification would appear to be a ministerial act based on information supplied by the Company.

The training agreements were ended by the unilateral action of Respondent Company in the fall of 1970 with state court approval after being contested by the Union. There is testimony that the abrogation of the agreements changed the job retention possibilities of great numbers of employees in the unit, in that under the training agreement certain

employees had priorities for various jobs either in the prep room or in the pressroom in the event of a layoff. When the training agreements ceased, these essentially priority arrangements were extinguished as all parties admit.

The uncontradicted testimony is that on and after the termination of the training agreements priority in the prep room was governed solely by date of hire with Respondent Company. This priority system was included in the 1968 contract and was set forth specifically in the current contract between the Union and Company. Adherence to this contract clause meant that a large number of priorities among people who had been in the pressroom were completely turned around. Priority in the pressroom was governed by date of entry into job classification such as helper, assistant, journeymen, etc. The date of hire system in the prep room meant that a number of journeymen who came with the Company as journeymen on a specific date were placed lower on the priority list than assistants or helpers who had been hired previously by the Company. Since the date of hire is now the sole controlling priority under the contract, it would appear that is the single feature which should govern the relationship between the parties and of the employees.

The abrogation of the training agreements with its priority system left the parties to discuss and resolve between themselves the question of priority for the employees. It was determined between the parties under the then current contract and specifically under the present contract that date of hire in the prep room governs priority and in the present contract there are no exceptions to that statement.

With the termination of the training agreements, and the Company's claim that all the employees had been trained, there would seem to be no reason to continue super priority for the last two instructors since the retention formulas for all other employees under the training agreements ceased too. The question of priority was a matter of bargaining between the Company and the Union and the decision reached, date of hire for all, had serious consequences for a large number of employees besides these two men. Placing them on the list by date of hire seems eminently fair under all the circumstances and is in keeping with the structure as spelled out in the current contract.

I therefore conclude and find that no unfair labor practices have been proven against either Respondent Union or Respondent Company regarding the changes in the priority listing and the effects that followed.

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

#### ORDER <sup>2</sup>

The complaint is dismissed in its entirety.

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<sup>2</sup>In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes