American Service Corp. and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc. *and* Local Union No. 589, Distributive Workers of America

Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union *and* Local Union No. 589, Distributive Workers of America. Cases 12–CA–6977 and 12–CB–1634

December 7, 1976

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS JENKINS AND WALTHER

On August 31, 1976, Administrative Law Judge Robert Cohn issued the attached Decision in this proceeding. Thereafter, Respondents filed exceptions and 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 authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions[2] 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 adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, American Service Corp., and its wholly owned subsidiary Southern Linen & Laundry Co., Inc., Holly Hill, Florida, its officers, agents, successors, and assigns, and Respondent Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, its officers, agents, and representatives, shall take the action set forth in the said recommended Order.

[1] The Administrative Law Judge properly concluded that the General Counsel's evidence—augmented by Respondents' failure to put on a defense—established that Sec. 8(a)(1), (2), and (b)(1)(A) of the Act were violated when the Respondent Employer and the Respondent Union executed a collective-bargaining agreement whereby the Union, which did not enjoy majority status, was recognized as the exclusive bargaining representative of the Employer's production and maintenance employees We would add that, apart from using any inference from Respondents' failure to put on a defense, the General Counsel's evidence, by itself, proved the charged violations The record shows that the relevant production and maintenance unit, of which the Respondent Union claimed to be exclusive bargaining representative, consisted of 39 employees and that 22 of these employees testified that they had not authorized the Union to be their bargaining representative at the time the Respondent Employer recognized the Union

[2] In his Decision finding that the Employer on three separate occasions violated Sec 8(a)(1) of the Act by counseling its employees subpenaed to appear at the hearing herein that they need not appear, the Administrative Law Judge neglected to state that the Employer withdrew its consent to a finding that the Employer had violated Sec 8(a)(1) by this conduct However, we note that the Employer did not withdraw its stipulation of the facts relied on by the Administrative Law Judge and, based on those facts, the Administrative Law Judge properly concluded that the Employer had violated Sec 8(a)(1). *Crockett-Bradley Inc*, 212 NLRB 435, 445 (1974), enfd 523 F 2d 449 (C A 5, 1975)

DECISION

STATEMENT OF THE CASE

ROBERT COHN, Administrative Law Judge: This consolidated proceeding, held pursuant to Section 10(b) of the National Labor Relations Act, as amended (herein the Act), was heard at Daytona Beach, Florida, on April 15 and 16 and May 18, 1976, pursuant to due notice. The principal issue raised by the pleadings[1] is whether Section 8(a)(1) and (2) of the Act was violated by the Respondent Company, and Section 8(b)(1)(A) of the Act was violated by Respondent Union when, on June 17, 1975,[2] they entered into a collective-bargaining agreement wherein Respondent Company agreed to recognize the Respondent Union as the exclusive bargaining representative of all its production and maintenance employees employed at Holly Hill, Florida (plant #2).

Subsequent to the hearing, helpful posthearing briefs have been filed by counsel for the General Counsel, counsel for the Respondent Employer, and by counsel for the Respondent Union, which have been duly considered.

Upon the entire record in this case, including my observation of the demeanor of the witnesses,[3] I make the following:

FINDINGS OF FACT

I. COMMERCE

American Service Corp., a Delaware corporation, and its wholly owned subsidiary, Southern Linen Supply and Laundry Co., Inc., a Florida corporation (herein referred to as Respondent Company), has an office and place of business in Holly Hill, Florida, where it is engaged in the laundry and linen supply business.[4]

The complaint, which was amended at the hearing, alleges, and the Respondent Company's amended answer admits that the Respondent Company's business operations satisfy the Board's direct inflow standard in that it annually receives in excess of $50,000 worth of goods from persons who meet one of the Board's direct standards for the assertion of jurisdiction. Accordingly, I find that at all times

[1] The original charges were filed by the Charging Party on October 22, 1975, the consolidated complaint was issued on December 10, 1975.

[2] All dates hereinafter refer to the calendar year 1975, unless otherwise indicated

[3] Cf *Bishop and Malco, Inc, d/b/a Walker's*, 159 NLRB 1159, 1161 (1966)

[4] It is admitted that the parent corporation and the subsidiary are affiliated businesses with common officers, ownership, directors, and operators, and constitute a single-integrated business enterprise with a common labor policy affecting the employees of said Company

material Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.[5]

II. THE LABOR ORGANIZATIONS INVOLVED

The complaint alleges, the answers admit, and I find that at all times material Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union (herein referred to as Respondent Union), and Local 589, Distributive Workers of America (herein referred to as Local 589 or the Charging Party), are labor organizations within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Statement of Background and Facts*

As previously noted, the Respondent Company at all times material has owned and operated a facility known as plant #2 at Holly Hill, Florida, which is the only facility of Respondent Company involved in the instant proceedings. The record shows that the production and maintenance employees employed at this facility are classified as washmen, ironers, pressers, towel folders, and the like. As far as the record shows, these employees had never been represented by a labor organization for purposes of collective bargaining prior to the events here at issue.

As noted above, the complaint alleges, and the answers of the Respondent Company and the Respondent Union admit, that on or about June 17 the Respondent Company recognized the Respondent Union as the exclusive, collective-bargaining representative of its production and maintenance employees, and the parties signed a collective-bargaining agreement.[6] However, there is no evidence in the record of union activities engaged in by representatives of the Respondent Union designed to solicit the employees of Respondent Company into its membership, such as the holding of organizational meetings, the solicitation of union cards, etc. Nor is there any evidence of any meetings or other contacts between the Respondent Company and Respondent Union wherein the majority status of the Respondent Union was questioned or otherwise discussed. In short, the position of the Respondents in this case is simply that the General Counsel did not sustain his burden of proof of showing that, at the time of recognition, the Respondent Union did not represent a majority of the employees in the production and maintenance unit.

The record shows that on April 6, 1976, counsel for the General Counsel issued *subpoenas duces tecum* to an officer of the Respondent Company and of the Respondent Union, respectively, seeking certain information. The subpena directed to the Respondent Union sought, in essence, books and records which would show the basis on which the Respondent Union claimed on or about June 17, to be the bargaining representative of the production and maintenance employees employed by the Respondent Employer at the Holly Hill facility. The subpena directed to the Respondent Company sought certain payroll records of the Respondent on or about the critical date, June 17.

Prior to the hearing herein, Respondent Union filed a motion to revoke the subpena directed to it. Such motion to revoke was not made in sufficient time prior to the hearing to be ruled on; accordingly, after having heard arguments of counsel on the record, I determined that the materials sought by the subpena were clearly relevant and material to the issues in this case and denied the motion to revoke made by the Respondent Union. Whereupon counsel for the General Counsel called as his first witness the union representative subpenaed. Counsel for the Respondent Union, after acknowledging that the union representative subpenaed was present in the city of Daytona Beach, stated that the reason he was not in the courtroom was "because he is not going to testify in this proceeding."[7] The Respondent Union did not thereafter ever produce the representative pursuant to the subpena, and he did not testify in the proceeding. Nor did the Respondent Union ever produce any of the documents sought by the aforesaid *subpoenas duces tecum.*

The Respondent Company did not file a motion to revoke the subpena directed to it; rather, it took the position at the hearing that the subpena (which was mailed from the Board's Tampa Regional Office by registered mail, returned receipt requested) was sent to the wrong address, and that consequently the officer to whom it was directed did not receive it until the Tuesday prior to the commencement of the hearing on Thursday, April 15, 1976. Counsel for the Respondent Company contended that, under the Board's Rules and Regulations, the Respondent Company had 5 days from the time of the service of the subpena to make a motion to revoke. The record showed that the subpena was, in fact, served on the Respondent Company on Saturday, April 10, 1976. After hearing arguments of counsel, I ruled that the Respondent Company must make its motion to revoke, if it so desired, by 9:30 a.m. the following day, Friday, April 16, 1976.

On the first day of the hearing, following Respondent Union's refusal to comply with the *subpoenas duces tecum,* counsel for the General Counsel proceeded to call some 19 employee witnesses who testified, in essence, that they had been employees of the Respondent Company on or about the critical date (June 17); they had not signed an authorization-for-membership card for the Respondent Union; and, indeed, most of them had not even heard of the Respondent Union while they worked at the plant. It was also asserted that the number of employees in the production and maintenance unit, at that time, consisted of approximately 27 or 28. However, the testimony of some of these witnesses was somewhat vague and uncertain in view of the fact that most had no records or other verifying data of the exact dates when they were employed by the Respondent Employer, and it appeared from the record that the employees did not maintain a record of steady and consistent employment which the Respondent Company may have desired.[8]

[5] The Board asserted jurisdiction over the Respondent Company in Case 12-RC-4909, dated October 7 (G C Exh 2)

[6] The collective-bargaining agreement, as such, was not submitted into evidence in the proceeding

[7] Taken from the transcript.

[8] It is, in my view, within the expertise of the Board to take official notice

On the second day of the hearing, three more persons testified on behalf of the General Counsel along the same lines as the previous witnesses above described. At that time, Respondent Company submitted, pursuant to the subpena directed to it, a payroll for the week ending June 13.[9] The payroll record (Co. Exh. 2) showed, according to Respondent Company, that there were 41 employees in the unit as of that time.[10] Under these circumstances, counsel for the General Counsel moved for a continuance of the hearing to subpena additional persons who he contended had been employees of the Company on or about the critical date. This motion was granted, and the hearing was postponed until May 18, 1976.

At the resumed hearing, 10 additional persons testified on behalf of the General Counsel along the lines of his previous witnesses, above described, after which the General Counsel rested his case-in-chief. Respondent Company then submitted some additional documentary material into evidence which was designed to: (1) show that one or more of the General Counsel's witnesses had not been an employee of Respondent on or about the critical date because he or she had either left its employment prior to such date, or was employed subsequent to such critical date; and/or (2) attempt to impeach the testimony of General Counsel's witnesses. Respondent Company then rested.

Respondent Union proffered no affirmative evidence into the record except for two authorization cards: one was apparently solicited by the plant manager, and another was signed by one of General Counsel's witnesses when that employee worked for an employer prior to his employment at Respondent Company.

B. *Analysis and Concluding Findings*

Both Respondents bottom their defense on this aspect of the case on the ground that the General Counsel failed to sustain his burden of proof with respect to the allegations of paragraph 6 of the complaint.[11] It is the position of both Respondents that the General Counsel failed to prove by a preponderance of the credible evidence that, at the time of recognition, a majority of the Respondent Company's production and maintenance employees did not authorize Respondent Union as their collective-bargaining representative. Based on a consideration of all of the evidence in the record as a whole, I disagree with this position of the Respondents.

Had the Respondents seen fit to cooperate in the hearing of this case to the extent of complying with the subpenaed material at the outset of the hearing, the merits of this case could probably have been resolved quickly and expeditiously. However, Respondent Union chose not to honor its subpena at all, in spite of the ruling on its validity, and Respondent Company chose to delay its compliance with the subpena based on its asserted rights under the Board Rules and Regulations, Series 8, as amended, to consider whether it desired to move to quash the same.[12] Given this set of circumstances, General Counsel had no alternative (other than the burdensome, time-consuming process of subpena enforcement) except to call the employee witnesses, as above described.

Without determining in each individual instance whether the particular employee was actually employed on the critical date, I am convinced that the General Counsel proved a *prima facie* case of violation, which the Respondents failed to overcome. This is to say, giving the evidence adduced by the General Counsel every favorable inference (which the factfinder must do in assessing whether or not the General Counsel proved a *prima facie* case in his case-in-chief), I am convinced and therefore find that the General Counsel carried his burden in this respect. It thus behooved the Respondents to come forward with evidence to justify their conduct.[13] This the Respondents completely failed to do. As previously noted, they offered no evidence respecting the circumstances of the act of recognition or the signing of the collective agreement; whether the Company requested or demanded that the Union present any evidence of majority status; how and whether the Union ever achieved such majority status, and if it ever offered to prove the same to the Company, etc. Since neither Respondent proffered such testimony, and since such evidence was peculiarly within their possession and control, I am entitled to—and do—draw an inference that such evidence, if proffered, would have been adverse to the interests of the Respondents.[14]

In addition to applying the adverse inference rule generally with respect to the failure of both Respondents to come forward with *some* evidence to justify their alleged wrongful conduct, the rule is particularly applicable to the Respondent Union who completely refused to honor the demands of the subpena issued against it. The court, in *Gyrodyne,* stated:

> But while the adverse inference rule in no way depends upon the existence of a subpoena, it is nonetheless true that the willingness of a party of defy a subpoena in order to suppress the evidence strengthens the force of the preexisting inference. Indeed, in some circumstances defiance of a subpoena may justify striking a defense. . . . or completely barring introduction of evidence on the point in question.

---

of the fact that the industry in which the Respondent Company is engaged is near the bottom of the wage scale for employees, it is an industry requiring, for the most part, the lowest of skills, and therefore attracts employees who occupy the lowest rungs of the economic and educational ladders

[9] Counsel for the Respondent Company stated that the General Counsel "asked for the payroll prior to and most close [sic] to 6/17/75, 6/13 was as close as we could get"

[10] See Respondent Company's brief.

[11] Par. 6 of the complaint states "On or about June 17, 1975, Respondent Employer and Respondent Union entered into a collective-bargaining agreement wherein Respondent Employer agreed to recognize Respondent Union as the exclusive bargaining representative of all its production and maintenance employees employed at Plant No 2 Holly Hill, Florida, and which agreement set [sic] forth terms and conditions of employment of the said production and maintenance employees."

[12] No inference should be drawn that the Respondent Company was not within its legal rights in taking the course of action that it did.

[13] Compare *N L.R B* v *Great Dane Trailers, Inc*, 388 U S. 26 (1967). It is recognized that the cited case dealt with a violation of Sec 8(a)(3) of the Act, however, it would seem that the principle involved would be equally applicable to an alleged violation of Sec. 8(a)(2), as in the instant case

[14] See, e g., *M J Pirolli & Sons, Inc*, 194 NLRB 241 (1972) (and cases cited therein) See also *International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) [Gyrodyne Co of America, Inc]* v. *N L.R B*, 459 F 2d 1329 (C A.D.C , 1972)

Respondent Company, in its brief (p. 5), argues that the conduct of the Respondent Union should not be held against it (the Company):

> The Company could not come forward because Jones [the union representative] chose not to testify or produce the signed cards. The Company cannot control Jones and a subpoena would have been useless in that since General Counsel would not enforce his own subpoena he certainly would not enforce the Company's subpoena.

The foregoing argument is not persuasive. The General Counsel simply chose to attempt to prove his case in the manner above described rather than engage in the time-consuming process of enforcement of a subpena. As the court stated in *Gyrodyne:*

> Moreover, the adverse inference rule plays a vital role in protecting the integrity of the administrative process in cases where a subpoena is ignored. It is, of course, always possible for the opposing party to seek enforcement of the subpoena in court. But enforcement against a really intransigent party can be costly and time consuming, particularly in administrative proceedings where the enforcement process is of necessity collateral to the main case [citing cases]. The adverse inference rule allows a tribunal to attach weight to a party's intransigence without resorting to the awkward enforcing process. It permits vindication of the tribunal's authority in situations where vindication might, as a practical matter, be impossible otherwise.

If the Company had been genuinely desirous of having its corespondent's evidence on this point, it could have at least requested a subpena against the Respondent Union and sought to have the General Counsel enforce it.

In view of all of the foregoing, I am convinced, and therefore find, that the General Counsel sustained his burden with respect to proof of the violation alleged in paragraph 6 of the complaint,[15] and will recommend an appropriate remedy.

C. *The Independent Violations of Section 8(a)(1) of the Act*

On the second day of the hearing, the General Counsel amended the complaint to allege as violations of Section 8(a)(1) of the Act the following incidents:

1. On or about April 16, 1976, the plant, the Respondent Employer by its vice-president Jerry Herskowitz, told employees that his lawyer told him that the employees did not have to go to court this date, April 16.

2. That on or about April 16, 1976, at the plant, Respondent, by its plant manager, Bill Johnson, told employees the same thing as stated by Mr. Jerry Herskowitz, and also added that he [Johnson] did not know what would happen to these employees if they did go to court this day.

3. On or about April 16, 1976, at the plant of Respondent, its supervisor, Ray Pazo, stated to employees that their lawyer said they did not have to go to court today.

Counsel for the Respondent Company responded that the facts as pleaded were correct; that no evidence was needed; and "we authorize the Administrative Law Judge to find an 8(a)(1) against the Company based on this."[16]

It is apparent from the record that the employees involved were subpenaed by the General Counsel to appear at the hearing in the instant proceeding presently in progress on April 16, 1976. It is, of course, well established that a violation of Section 8(a)(1) occurs when an agent of a respondent advises or directs an employee not to honor an NLRB subpena, coupled with an implied threat of retribution if the employees acted contrary to the agent's direction. I shall, accordingly, recommend an appropriate remedy.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents, as set forth above, which have been found to constitute unfair labor practices, occurring in connection with the operations of the Respondent Company, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

CONCLUSIONS OF LAW

1. American Service Corp., and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local Union No. 589, Distributive Workers of America, and Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, and each of them, are labor organizations within the meaning of Section 2(5) of the Act.

3. By recognizing Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, as sole bargaining representative, and executing a contract with it, at a time when said Union did not enjoy majority status among its employees, Respondent Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

[15] The Respondent Company contends in its brief that the rule for sequestration of witnesses (the motion for which was granted at the commencement of the hearing) was "not properly applied." It appears that one of General Counsel's witnesses (Betty Lacy), on coming to the courthouse, inadvertently sat in the hearing room for 2 or 3 minutes (unbeknown to the parties) before she was advised that she was not supposed to be there. Whereupon, she left to go to the hearing room with the other witnesses

It does not appear that she heard any testimony that bore upon her testimony Under all circumstances, I do not view this slight, inadvertent infraction of the rule to warrant striking her testimony. See, e g., *Longhorn Transfer Service, Inc*, 144 NLRB 945, 956 (1963), affd 346 F 2d 1003 (C.A. 5, 1965).

[16] Taken from the transcript

4. By executing and maintaining the aforementioned collective-bargaining agreement the Respondent Union has restrained and coerced, and is restraining and coercing, the employees of the Respondent Company in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

5. By directing and threatening employees not to honor subpenas compelling their attendance at an NLRB hearing, the Respondent Company has interfered with, restrained, and coerced employees in the exercise of rights guaranteed them in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

THE REMEDY

Having found that the Respondents have engaged in unfair labor practices, I shall recommend that they be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

It will be recommended that the Respondent Company be ordered to withdraw all recognition from Respondent Union as representative of any of its employees for the purpose of dealing with it concerning grievances, labor disputes, wages, rates of pay, and hours and conditions of employment, unless and until the said labor organization shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election among the Company's employees. It will also be recommended that the Respondent Company be ordered to cease and desist from giving any force and effect to the collective-bargaining agreement executed and maintained by the Respondents. However, nothing herein shall be construed as requiring the Respondent Company to vary any wage, hour, seniority, or other substantive feature of its relations with its employees which the Company has established in the performance of this contract.

It will be recommended that the Respondent Union be ordered to cease and desist from acting as the collective-bargaining representative of any of the Company's employees unless and until said union shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election among the Company's employees. It will also be recommended that the Respondent Union be ordered to refrain from seeking to enforce the collective-bargaining agreement executed and maintained by the Respondents.

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

ORDER[17]

A. The Respondent, American Service Corp., and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc., Holly Hill, Florida, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Contributing support to Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, or any other labor organization of its employees.

(b) Recognizing Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, as the representative of any of its employees for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until said labor organization shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election among the Company's employees.

(c) Giving effect to the collective-bargaining agreement entered into on or about June 17, 1975, between the Respondent Company and the Respondent Union, or to any extension, renewal, or modification thereof: Provided, however, nothing in this Decision and Order shall require the Respondent Company to vary or abandon any wage, hour, seniority, or other substantive feature of its relations with its employees which the Company has established in the performance of said collective-bargaining agreement, or to prejudice the assertion by employees of any rights they may have thereunder.

(d) Directing or threatening employees not to honor subpenas ordering the attendance of said employees at any NLRB proceeding.

(e) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Withdraw and withhold all recognition from Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, as the exclusive bargaining representative of its employees for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until said labor organization shall have demonstrated its exclusive bargaining representative status pursuant to a Board-conducted election among the Respondent's employees.

(b) Post at its plant #2 at Holly Hill, Florida, copies of the attached notice marked "Appendix A."[18] Copies of said notice, on forms provided by the Regional Director for Region 12, after being duly signed by the Company's authorized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Company to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Post at the same places and under the same conditions as set forth in subparagraph (b) above, and as soon as they are forwarded by the Regional Director, copies of the

[17] 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

[18] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board

Respondent Union's attached notice marked "Appendix B."

(d) Notify the Regional Director for Region 12, in writing, within 20 days from the date of this Decision, what steps have been taken to comply herewith.

B. The Respondent, Local Union No. 218, Laundry, Dry Cleaning and Dye House Workers Union, Holly Hill, Florida, its officers, agents and representatives, shall:

1. Cease and desist from:

(a) Acting as the exclusive bargaining representative of any of the employees of Respondent Company for the purpose of dealing with the said Company concerning grievances, labor disputes, wages, hours of employment, rates of pay, or other conditions of employment unless until said union shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election among the Company's employees.

(b) Giving effect to the collective-bargaining agreement dated on or about June 17, 1975, between Respondent Union and the Respondent Company, or to any extension, renewal, or modification thereof.

(c) In any like or related manner restraining or coercing employees of Respondent Company in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which it is deemed necessary to effectuate the policies of the Act:

(a) Post at its offices and meetings halls in Holly Hill, Florida, copies of the attached notice marked "Appendix B."[19] Copies of said notice, on forms provided by the Regional Director for Region 12, after being duly signed by the Respondent Union's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent Union to ensure that said notices are not altered, defaced, or covered by any other material.

(b) Mail to the said Regional Director signed copies of Appendix B, for posting by the Respondent Company, as provided above. Copies of said notice, to be furnished by the said Regional Director, shall, after being signed by the Respondent Union's representative, be forthwith returned to the Regional Director for disposition by him.

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

[19] See fn 18, *supra.*

APPENDIX A

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

WE WILL NOT contribute support to Local Union No. 218, Laundry, Dry Cleaning & Dye House Workers Union, or to any other labor organization of our employees.

WE WILL NOT recognize Local Union No. 218, Laundry, Dry Cleaning & Dye House Workers Union, as the exclusive bargaining representative of our employees, unless and until the said labor organization shall have demonstrated its exclusive majority status pursuant to a Board-conducted election among our employees.

WE WILL NOT give effect to the collective-bargaining agreement, dated June 17, 1975, between Local Union No. 218, Laundry, Dry Cleaning & Dye House Workers Union, and ourselves: *Provided,* however, that nothing herein shall require us to vary or abandon those wages, hours, seniority, or other substantive features of our relations with our employees, established in performance of any such agreement, or to prejudice the assertion by employees of any rights they may have thereunder.

WE WILL NOT direct or threaten our employees not to honor subpenas which they received from the National Labor Relations Board to attend any hearings of the National Labor Relations Board.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in Section 7 of the Act.

All our employees are free to become, to remain, or to refrain from becoming or remaining members of the above-named labor organization, or any other labor organization.

AMERICAN SERVICE CORP.,
AND ITS WHOLLY OWNED
SUBSIDIARY SOUTHERN
LINEN SUPPLY & LAUNDRY
CO., INC.

APPENDIX B

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

WE WILL NOT act as the exclusive bargaining representative of any of the employees of American Service Corp., and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc., at its plant #2, Holly Hill, Florida, unless and until we shall have demonstrated our exclusive majority representative status pursuant to a Board-conducted election among employees of the said company.

WE WILL NOT give effect to the collective-bargaining agreement, dated June 17, 1975, between American Service Corp., and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc., and ourselves, or any extension, renewal, or modification thereof.

WE WILL NOT in any like or related manner restrain or coerce the employees of American Service Corp., and its wholly owned subsidiary Southern Linen Supply & Laundry Co., Inc., in the exercise of their rights guaranteed in Section 7 of the Act.

LOCAL UNION 218,
LAUNDRY, DRY CLEANING
AND DYE HOUSE WORKERS
UNION