

Zengel Brothers, Inc., and F & J Zengel Plumbing & Heating, Inc. and Road Sprinkler Fitters Local Union No. 669 and Sprinkler Fitters Local Union No. 696, United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, AFL-CIO. Cases 22-CA-15624 and 22-CA-15636

April 11, 1990

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
CRACRAFT AND DEVANEY

On September 26, 1989, Administrative Law Judge D. Barry Morris issued the attached decision. The Respondent filed exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order as modified.²

AMENDED CONCLUSIONS OF LAW

Substitute the following for the judge's Conclusion of Law 4.

"4. By withdrawing its recognition of the Unions by refusing to abide by and adhere to the collective-bargaining agreements with the Unions, thereby repudiating the agreements, the Respondent violated Section 8(a)(5) and (1) of the Act."

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² In various places in his decision, the judge characterized the 8(a)(5) violation alleged in this proceeding in different ways. We note the specific complaint allegation at par. 12 regarding the 8(a)(5) violation was the following:

(a) Since on or before September 23, 1987, Respondent withdrew its recognition of Local 669 as the exclusive collective-bargaining representative of the Local 669 Unit, by refusing to abide by and adhere to its collective-bargaining agreement with Local 669, thereby repudiating said agreement.

(b) Since on or before October 29, 1987, Respondent withdrew its recognition of Local 696 as the exclusive collective-bargaining representative of the Local 696 Unit by refusing to abide by and adhere to its collective-bargaining agreement with Local 696, thereby repudiating said agreement.

We are satisfied that the judge's factual findings support the conclusion that the Respondent violated the Act in the manner alleged in the complaint. Accordingly, we shall enter amended Conclusions of Law and we shall revise the judge's recommended Order and notice, to reflect the allegations of the complaint.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Zengel Brothers, Inc., and F & J Zengel Plumbing & Heating, Inc., Freehold, New Jersey, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(a).

"(a) Withdrawing recognition from Local 669 and Local 696, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as the exclusive collective-bargaining representative of the Respondent's employees, by refusing to abide by and adhere to the collective-bargaining agreements with Local 669 and Local 696, thereby repudiating said agreements."

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT withdraw recognition from Local 669 and Local 696, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as the exclusive collective-bargaining representative of our employees covered by the agreements, by refusing to abide by and adhere to our collective-bargaining agreements with Local 669 and Local 696, thereby repudiating said agreements.

WE WILL NOT interrogate, threaten to discharge, or discharge employees for activities protected by Section 7 of the Act.

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

WE WILL make whole the appropriate individuals for any losses they may have suffered by reason of our failure to apply the terms of the collective-bargaining agreements in effect between us and Local 669 and Local 696, including all contributions the Unions would have received in accordance with the agreements, with interest.

WE WILL offer John Rahn, David Kane, and John Cusanelli immediate and full reinstatement to

their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of earnings they may have suffered by reason of their discharges, with interest.

WE WILL remove from our files any references to the unlawful discharges of Rahn, Kane, and Cusanelli and notify them in writing that this has been done and that the discharges will not be used against them in any way.

ZENGEL BROTHERS, INC., AND F & J
ZENGEL PLUMBING & HEATING, INC.

Bernard S. Mintz, Esq., for the General Counsel.

Mitchell B. Craner, Esq., of New York, New York, for the Respondents.

Kathleen A. Murray, Esq. (Beins, Axelrod, Osborne & Mooney, P.C.), of Washington, D.C., for Local 669.

Francis H. Pykon, Esq., of Newark, New Jersey, for Local 696.

DECISION

STATEMENT OF THE CASE

D. BARRY MORRIS, Administrative Law Judge. This case was heard before me in Newark, New Jersey, on February 7, 8, and 13, 1989. On charges filed on March 23 and 29, 1988, a complaint was issued on July 27, 1988, alleging that Respondents, Zengel Brothers, Inc. (Zengel Brothers) and F & J Zengel Plumbing & Heating, Inc. (F & J) violated Section 8(a)(1), (3), and (5) of the National Labor Relations Act (the Act). Respondents filed an answer denying the commission of the alleged unfair labor practices.

The parties were given full opportunity to participate, produce evidence, examine and cross-examine witnesses, argue orally, and file briefs. Briefs were filed by General Counsel, Local 669, and Respondents on May 19, 1989.¹

Upon the entire record of the case, including my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Zengel Brothers and F & J are corporations with an office and place of business in Freehold, New Jersey, where they have been engaged as plumbing and heating contractors in the building and construction industry, installing and repairing residential and commercial heating and plumbing systems, including fire prevention systems. Respondents have admitted that during the preceding year they purchased and received at their Freehold facility goods valued in excess of \$50,000 from points located outside the State of New Jersey. Respondents have admitted, and I so find, that they are employers engaged in

commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondents have also admitted, and I find, that Local 669 and Local 696, United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, AFL-CIO are labor organizations within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

The issues are:

1. Do Zengel Brothers and F & J constitute a single employer within the meaning of the Act?
2. Did Respondents enter into, and later repudiate, collective-bargaining agreements with Local 669 and Local 696?
3. Did Respondents unlawfully interrogate employees and threaten them with discharge if they joined the Union?
4. Did Respondents discharge employees Rahn, Cusanelli, and Kane because of their union activities?

B. *The Facts*

1. Single employer

The record discloses that Zengel Brothers and F & J are commonly owned. John and Fran Zengel each owns 50 percent of the shares of each corporation, with John Zengel serving as president, and Fran Zengel serving as secretary, of each corporation. The Zengels manage both companies and have ultimate labor relations authority for both companies. Both corporations share common facilities in Freehold, New Jersey. Only Zengel Brothers' name is on the sign of the facility and there is one telephone number which is answered "Zengel Brothers." In *Radio Union Local 1269 v. Broadcast Service*, 380 U.S. 255, 256 (1965), the Supreme Court stated that the controlling criteria for establishing single-employer status are "interrelation of operations, common management, centralized control of labor relations and common ownership." Not all of these indicia need be present. *Blumenfeld Theatre Circuit*, 240 NLRB 206, 215 (1979). Based on the entire record, I find that there exists an interrelation of operations, common management, common ownership, and centralized control of labor relations between the two corporations. Accordingly, I find that Zengel Brothers, Inc., and F & J Zengel Plumbing & Heating, Inc. constitute a single employer within the meaning of the Act.

2. Agreement with Local 669

Both Local 669 and Local 696 represent sprinkler fitters who install and repair fire sprinkler systems. The territorial jurisdiction of Local 669 includes the entire State of New Jersey except for a 25-mile radius of Newark and a 15-mile radius of Philadelphia. The territorial jurisdiction of Local 696 includes those areas in New Jersey within a 25-mile radius of Newark.

On October 16, 1986, John Garthe, business agent of Local 669, met with John Zengel, president of Respond-

¹ General Counsel's motion to correct transcript is granted.

ents. Garthe credibly testified that Zengel signed a collective-bargaining agreement with Local 669 at that time. Garthe asked Zengel how he wanted to identify the name of the employer on the agreement he had signed and Zengel gave Garthe a business card with the name "Zengel Bros., Inc." on it and its address. On October 30 Local 669 sent to Zengel Brothers the fully executed signature page and forms necessary for bonding purposes. There was no response to the letter. On December 29, 1986, and February 19 and March 19, 1987, Local 669 again requested that Zengel Brothers return the bonding forms. There was no response to any of the letters.

Zengel testified that he signed the agreement with Local 669 sometime in the fall of 1987 after he had already signed an agreement with Local 696. Zengel also testified that he instructed Garthe to insert F & J as the name of the employer. I credit Garthe's testimony that the agreement was signed on October 16, 1986. I note that Zengel handed Garthe a card which stated "Zengel Bros., Inc." and I further note the letters dated October 30 and December 29, 1986, and February 19 and March 19, 1987, relating to the agreement, all addressed to Zengel Brothers. At no time did anyone from Zengel Brothers contact Local 669 to suggest that Local 669 was corresponding with the wrong company. Based on the entire record, I find that on October 16, 1986, Zengel Brothers entered into a collective-bargaining agreement with Local 669.

3. Agreement with Local 696

During September 1987, Local 696 Business Manager Stephen Sczcepaniak learned that Zengel Brothers was to perform work within its territorial jurisdiction on a project known as the A & P job in South Plainfield. Sczcepaniak assigned Local 696 Business Agent Richard Hodavance to contact John Zengel to discuss signing a contract with Local 696. Hodavance credibly testified that John Zengel signed a contract with Local 696 on October 29, 1987, effective by its terms through June 30, 1989. Hodavance asked Zengel for a business card which Zengel gave to him and it identified "Zengel Bros., Inc." as the contracting company. Hodavance stapled the card to the contract to identify the company with which he had contracted. While Respondents concede that a contract was signed with Local 696 in October 1987 they maintain that the contracting party was instead F & J. I credit Hodavance's testimony that John Zengel handed him a business card indicating "Zengel Bros., Inc." and that card was then stapled to the collective-bargaining agreement. Based on the entire record, I find that on October 29, 1987, Zengel Brothers entered into a collective-bargaining agreement with Local 696.²

4. Failure to comply with the agreements

Sometime after it signed the Local 669 contract Zengel Brothers employed a crew of employees to perform work covered by the contract. However, Respond-

ents never paid the employees according to the contract nor did it observe the other terms and conditions of the contract. In addition, following its signing of a contract with Local 696 in October 1987 Zengel Brothers failed to apply the contract to bargaining unit work performed by its employees but instead applied the contract only to a single job, the A & P job in South Plainfield, New Jersey.

5. Interrogation and threats

In October 1987 John Rahn, a sprinkler fitter employee of Zengel Brothers contacted Garthe about joining Local 669 and obtaining a collective-bargaining agreement at Zengel Brothers. Garthe was surprised at Rahn's inquiries and explained that Local 669 already had a contract with Zengel Brothers and that pursuant to that contract Rahn should have joined the Union and was already covered by the contract. Thereafter Garthe met with some Zengel Brothers' employees and provided them with applications for membership in Local 669, which several of the employees completed.

Soon after Rahn joined the Union he had a conversation with his supervisor, James Pace, at which time he told Pace that he joined the Union. Pace replied, "I thought you were going to stay with us and you would probably eventually get my position . . . I'm sorry it has to be this way . . . but you know they are not going to look favorably on this." David Kane, another employee, credibly testified that during a conversation in December 1987 at a job in Englewood, New Jersey, Pace told several employees that "he personally didn't like the unions and he suggested that we not join the union and he said he wasn't sure what . . . would happen to us if we joined the union, but we could all end up in a union hiring hall." Kane also credibly testified that after Rahn's termination on December 18, 1987, Pace asked Cusanelli, Evan, and himself whether they had joined the Union. Kane then asked Pace why Rahn was fired and Pace replied that Rahn was fired because "he joined the union." Kane credibly testified that he then asked Pace if he would be fired if he joined the Union and Pace replied, "I know that and you know that, but don't let that change your mind." In addition, Kane credibly testified that after he and Cusanelli told Pace that they had joined the Union, Pace told them "we should call up John Garthe and have him call John Zengel and tell him that we were officially in the union, and that they would definitely fire us for that." Cusanelli corroborated Kane's testimony. Based on the entire record, I find that Respondents interrogated their employees concerning whether they joined the Union and threatened them with discharge if they joined the Union.

6. Discharge of Rahn

In early December 1987, after receiving acknowledgement that he was in the Union, Rahn told Pace that his paycheck "wasn't up to scale." He continued, "I was in the union now and it should be union scale." On December 18 Rahn was discharged by Pace. Upon discharging him, Pace told Rahn, "Here's your union scale, good luck." Kane credibly testified that he asked Pace why

² Even were the contracting party to have been F & J, inasmuch as I have found both corporations to constitute a single employer, Respondents' obligations remain the same, irrespective of which corporation was the contracting party.

Rahn was discharged and Pace replied "because he joined the union." Similarly, Cusanelli credibly testified that he asked Pace why Rahn was discharged. Pace replied, "just between us, the reason John was fired was because he went behind my back and joined the union."

7. Discharges of Kane and Cusanelli

On November 5, 1987, David Kane met with Garthe, at which time Garthe gave him a membership application and gave him an additional application to give to Cusanelli. Kane gave the application to Cusanelli the following day. During several meetings in the fall of 1987 Kane and Cusanelli asked Pace what would happen if they joined the Union. It was during these meetings that Pace replied, "We could all end up in a union hiring hall." In early February 1988 Pace came to the jobsite and asked both Kane and Cusanelli whether they were in the Union yet. Kane replied, "Yes, it's just a matter of some paperwork coming through." Cusanelli also answered in the affirmative. On February 10, 1988, Pace discharged Kane and Cusanelli. Kane credibly testified that he asked Pace why they were being discharged and Pace replied "Dave, you of all people should know why you are out of a job . . . you joined the union." Cusanelli similarly credibly testified that when Pace was asked why they were discharged he answered, "You know why and I know why. Because you guys joined the union."

C. Discussion and Conclusions

1. Single employer and single-appropriate unit

As discussed above, I have found that Zengel Brothers, Inc., and F & J Plumbing & Heating, Inc. constitute a single employer within the meaning of the Act. However, once a determination has been made that the two corporations constitute a single employer it is nevertheless necessary to determine whether the employees of both corporations would constitute a single unit. *South Prairie Construction Co. v. Operating Engineers Local 627*, 425 U.S. 800, 804 (1976). Respondents have admitted in their answer that the employees of both corporations together constitute a single-appropriate unit. In addition, the evidence in the record supports a finding that the sprinkler fitter employees of both corporations constitute an appropriate unit. The Companies are engaged in the same type of business which businesses are highly integrated, sharing the same facility, office staff, trucks, and automobiles. They also share the same supervisory and managerial personnel who have ultimate labor relations authority for both companies. Furthermore, the sprinkler fitters from both companies perform the same type of work and utilize the same skills in the performance of their duties. Additionally, there is evidence of contact and interchange between the groups of employees. For example, during Rahn's last week of employment, while he was on F & J's payroll, he continued to work with Zengel Brothers' sprinkler fitters with whom he had worked in the past. I find that the evidence warrants the conclusion that the two corporations' employees do not constitute distinct and separate units and that therefore an employerwide unit is the appropriate unit. See *DMR*

Corp., 258 NLRB 1063, fn. 3 (1981); *Safety Electric Corp.*, 239 NLRB 40 (1978).

2. Failure to bargain

I have found that Respondents entered into an agreement with Local 669 on October 16, 1986, and with Local 696 on October 29, 1987. The record is clear that the terms and conditions of employment relative to wage and fringe benefits as contained in the collective-bargaining agreements of Local 669 and Local 696 were not applied to the employees who were carried on Zengel Brothers' payroll. By failing to abide by the wage and fringe benefit provisions of the collective-bargaining agreements and by unilaterally changing those terms and conditions of employment without negotiating with the Unions, Respondents have violated Section 8(a)(5) and (1) of the Act. *NLRB v. Katz*, 369 U.S. 736 (1962).

3. Discharges

As discussed above, I have found that Rahn, Kane, and Cusanelli were discharged because they joined the Union. While Pace testified that the three were terminated because of a "lack of work," I find that reason to be pretextual. Pace himself testified that Rahn was laid off because "I didn't have any work for him, since he was a union member." Pace further conceded that had Rahn not joined the Union he would have had "work for him."

With respect to Kane and Cusanelli, the evidence demonstrates that there was sprinkler fitter work available which they could have done had they not been terminated. Thus, Evan, who told Pace that he had not joined the Union, continued to do sprinkler fitter work. In addition, a different employee took their van out after they were fired in order to bring sprinkler fitting supplies to the jobsite. Furthermore, Respondents have offered shifting reasons for the termination of Kane and Cusanelli. Thus, while Pace asserted the reason was "lack of work," Heulitt, the general manager, stated that they were terminated because "they were not producing the work they should have in the allotted time." There is no evidence in the record that either Kane or Cusanelli received any complaints about their performance prior to their discharges. The Board has long expressed the view that "when an employer vacillates in offering a rational and consistent account of its actions, an inference may be drawn that the real reason for its conduct is not among those asserted." *Aluminum Technical Extrusions*, 274 NLRB 1414, 1418 (1985); *F.W.I.L. Laundry Bros. Restaurant*, 248 NLRB 415, 428 (1980). Such an inference is warranted here.

Based on the above, I find that Respondents discharged Rahn, Kane, and Cusanelli because they joined the Union, in violation of Section 8(a)(3) and (1) of the Act. Respondents' reasons for the discharges are clearly pretextual. See *Limestone Apparel Corp.*, 255 NLRB 722 (1981), *enfd.* 705 F.2d 799 (6th Cir. 1982). Even were this case to be considered as involving a dual motive, Respondents have not sustained their burden of showing that the "same action would have taken place in the absence of the protected conduct." *Wright Line*, 251 NLRB

1083, 1089 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982).

CONCLUSIONS OF LAW

1. Zengel Brothers, Inc., and F & J Plumbing & Heating, Inc. are employers engaged in commerce with the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 669 and Local 696, United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

3. Zengel Brothers, Inc., and F & J Zengel Plumbing & Heating, Inc. constitute a single employer within the meaning of the Act.

4. By failing to apply the terms of the collective-bargaining agreements between Respondents and the Unions to Respondents' employees, Respondents have violated Section 8(a)(5) and (1) of the Act.

5. By interrogating their employees concerning their union activities and by threatening employees with discharge if they joined the Union, Respondents have violated Section 8(a)(1) of the Act.

6. By discharging certain employees because they joined the Union, Respondents have violated Section 8(a)(3) and (1) of the Act.

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

THE REMEDY

Having found that Respondents have engaged in certain unfair labor practices, I find it necessary to order Respondents to cease and desist therefrom and to take further action necessary to effectuate the policies of the Act. In addition, I shall order that the Respondents make whole the appropriate individuals for any losses they may have suffered by reason of Respondents' failure to apply the terms of the collective-bargaining agreements, including benefit contributions, with such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), plus interest³ as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).⁴ The collective-bargaining agreement with Local 669 expired on March 31, 1988, and the collective-bargaining agreement with Local 696 expired on June 30, 1989. In its brief, Local 669 requests that I issue a bargaining order. However, under *John Deklewa & Sons*, 282 NLRB 1375, 1377-1278 (1987), enfd. sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988), upon the expiration of an 8(f) agreement, the signatory union will enjoy no presumption of majority status, and either party may repudiate the 8(f) bargaining relationship. The complaint in this proceeding alleged that Respondents repudiated the col-

lective-bargaining agreements and I have so found. Accordingly, pursuant to *Deklewa*, I will not issue a bargaining order. See *Meekins, Inc.*, 290 NLRB 126 (1988).

In addition, Respondents having terminated the employment of John Rahn, David Kane, and John Cusanelli, I shall order Respondents to offer them full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of earnings that they may have suffered from the time of their termination to the date of Respondents' offers of reinstatement. Backpay shall be computed in accordance with the formula approved in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as computed in *New Horizons for the Retarded*, supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁵

ORDER

The Respondents, Zengel Brothers, Inc., and F & J Zengel Plumbing & Heating, Inc., Freehold, New Jersey, their officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Withdrawing recognition during the term of a collective-bargaining agreement from Local 669 or Local 696, United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, AFL-CIO as the exclusive collective-bargaining representative of the Respondents' employees covered by the agreements.

(b) Interrogating, threatening to discharge, or discharging employees for activities protected by Section 7 of the Act.

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

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

(a) Make whole the appropriate individuals for any losses they may have suffered by reason of Respondents' failure to apply the terms of the collective-bargaining agreements in effect between Respondents and Local 669 and Local 696, including all contributions the Union would have received in accordance with the agreements, with interest, in the manner set forth above in the section entitled "The Remedy."

(b) Offer John Rahn, David Kane, and John Cusanelli immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of earnings they may have suffered by reason of their discharges, with interest, in the manner set forth above in the section entitled "The Remedy."

³ See *Merryweather Optical Co.*, 240 NLRB 1213 (1979).

⁴ Under *New Horizons*, interest on and after January 1, 1987 shall be computed at the "short-term Federal rate" for the underpayment of taxes as set out in the 1986 amendment to 26 U.S.C. § 6621. Interest on amounts accrued prior to January 1, 1987, shall be computed in accordance with *Florida Steel Corp.*, 231 NLRB 651 (1977).

⁵ If no exceptions are filed as provided by Sec 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes

(c) Remove from their files any references to the unlawful discharges of Rahn, Kane, and Cusanelli and notify them in writing that this has been done and that the discharges will not be used against them in any way.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts owing under the terms of this Order.

(e) Post at its facility in Freehold, New Jersey, copies of the attached notice marked "Appendix."⁶ Copies of

the notice on forms provided by the Regional Director for Region 22, after being duly signed by the Respondents' authorized representative, shall be posted by the Respondents immediately upon receipt and be maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondents have taken to comply.

⁶ If 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 read "Posted Pursuant to a Judgment of

the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."