

All Brand Printing Corporation and New York Printing Pressmen and Offset Workers Union, Local 51, International Printing Pressmen and Assistants Union of North America, AFL-CIO. Case 29-CA-4902

May 17, 1978

DECISION AND ORDER

BY MEMBERS JENKINS, MURPHY, AND TRUESDALE

On October 4, 1977, Administrative Law Judge Herzel H. E. Plaine issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions¹ and a supporting brief.

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

The Board has considered the record and the Administrative Law Judge's Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,² and conclusions and to adopt his recommended Order,³ as modified herein.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, All Brand Printing Corporation, Selden, Long Island, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified.

¹ Respondent contends that the Administrative Law Judge's interpretation of the evidence and his credibility findings showed bias and prejudice against it. Upon careful examination of the Administrative Law Judge's Decision and the entire record, we are satisfied that its contentions in this regard are without merit.

² The Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's well established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

³ Although the specific conduct which precipitated the 8(a)(5) charge occurred on October 9, 1975, we agree with the Administrative Law Judge's conclusion that, in the circumstances here, Respondent has unlawfully refused to bargain with the Union since September 4, 1975, that being the first day of the 10(b) limitations period. Thus, the record establishes, and the Administrative Law Judge found, that Respondent has had an obligation to commence bargaining with the Union since March 1975, and that it repeatedly delayed such bargaining and finally refused to do so altogether. Although some of these delays and refusals occurred outside the 10(b) limitations period and, therefore, cannot be relied on to support an 8(a)(5) violation, the refusals which occurred after September 4, 1975, were clearly within the 10(b) period and can be relied on to support such violation.

1. Add the following as paragraph 1(d):

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

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

WE WILL NOT refuse to bargain with New York Printing Pressmen and Offset Workers Union, Local 51, as the exclusive collective-bargaining representative of the appropriate unit of our employees. The appropriate unit is:

All pressmen and preparatory employees including pressmen, cameramen, platemakers, and strippers, employed at our Selden plant, exclusive of bindery employees, office clerical employees, guards, and all supervisors as defined in Section 2(11) of the National Labor Relations Act.

WE WILL NOT refuse to furnish information requested by the Union concerning employees and related data for collective-bargaining negotiations and contract proposals.

WE WILL NOT refuse the Union or its representatives reasonable access to our books and papers to verify economic claims we make regarding negotiation of a collective-bargaining contract.

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

WE WILL, upon request, resume bargaining in good faith with the Union, and, if an understanding is reached, embody it in a written agreement.

WE WILL, upon request, furnish the Union with employee information and related data for collective-bargaining negotiations and contract proposals.

WE WILL, upon request, furnish the Union or its representatives reasonable access to our books and papers to verify economic claims we make regarding negotiation of a collective-bargaining contract.

ALL BRAND PRINTING CORPORATION

DECISION

HERZEL H. E. PLAINE, Administrative Law Judge: The Respondent, a printing company, is charged with violating Section 8(a)(5) and (1) of the National Labor Relations Act, as amended (the Act), by allegedly refusing to bargain with, and to supply information for bargaining purposes to, the Charging Party (the Union) since September 4, 1975, following settlement on March 17, 1972, of a prior unfair labor practice complaint (also alleging an unlawful refusal by Respondent to bargain) by agreement of Respondent to resume bargaining with the Union after a fixed date, hereinafter described.¹

The Union was certified on October 19, 1970, as bargaining representative of Respondent's skilled employees (pressmen, cameramen) as distinct from its nonskilled employees (binders, collators), but despite attempts at negotiation has not succeeded in achieving a collective-bargaining agreement with Respondent. Throughout, the Union has claimed a refusal by Respondent to engage in any meaningful bargaining, and Respondent has claimed financial inability to enter into any collective-bargaining contract.

A first charge by the Union in April 1971, of unlawful refusal by Respondent to bargain, was dismissed by the Regional Director; but a second charge in November 1971 resulted in issuance of the first and prior complaint on December 21, 1971, alleging unlawful refusal to bargain since August 30, 1971. However, litigation of the prior complaint was interrupted by Respondent's filing, also on December 21, 1971, a petition in bankruptcy under chapter XI of the Bankruptcy Act, and by simultaneous injunction of the U.S. District Court restraining the Board and the Union from proceeding with the complaint of December 21, 1971. The restraint was later lifted in March 1972 contemporaneously with a settlement between Respondent and the Union under which the Union withdrew its charge and agreed to dismissal of the complaint in exchange for Respondent's agreement to enter into contract negotiations with the Union 60 days after entry in the U.S. District Court of an order of confirmation of Respondent's arrangement with creditors, pursuant to Respondent's proceedings for such arrangement as debtor-in-possession under chapter XI of the Bankruptcy Act.

The U.S. District Court order of confirmation of Respondent's arrangement with creditors was signed 3 years later, on March 5, 1975, but Respondent and its attorneys neglected to inform the Union until (after union inquiry) the end of June 1975.

Respondent stalled meeting with the Union until October 1975. When the parties met, in response to a union request for information concerning current salaries, benefits, and related employment date, in order to put together a no-money-cost contract proposal, Respondent said it

would supply the information, but thereafter repudiated its promise, declined to supply any information, and in December 1975 wrote the Union that in view of Respondent's obligation to make payments to creditors there was no point in attempting to negotiate, or to even consider a no-money-cost contract proposed by the Union, and suggesting that any further negotiations be delayed until the unspecified future.

The Union filed the charge in the present case, the complaint was issued (see fn. 1), and the hearing was scheduled and opened on June 21, 1976, before Administrative Law Judge Harper. However, no hearing was held because Respondent entered into a formal settlement stipulation, agreeing, among other things, to bargain in good faith with the Union and to supply it with the pertinent information for bargaining. In July 1976, Respondent applied for leave to withdraw from the settlement stipulation, on the ground that Respondent had been unrepresented by legal counsel and had not understood the stipulation. Leave to withdraw from the settlement stipulation was granted in October 1976 and a new hearing date set for December.

The case was heard before me on December 13, 14, and 15, 1976, and January 18 and 19, 1977, at Commack, Long Island, New York.

The ultimate question is whether the bargaining relationship between the Union and Respondent, established by Board certification after an employee election in October 1970, and revitalized by the March 1972 settlement agreement of the parties, was permitted to exist and function for a reasonable period of time in which it was given a fair chance to succeed.

In this connection, General Counsel points out that the full 1 year following certification, which is usual measure of a reasonable period, had not been given to the Union by Respondent measured by the first complaint which alleged unlawful refusal to bargain commencing in August 1971 thus interrupting the certification year about 2 months short of the full 1 year. The interruption continued, initially under the bankruptcy injunction restraining prosecution of the complaint, and then by agreement of Respondent and the Union when they settled the complaint in March 1972. At that point the two parties voluntarily continued or renewed the bargaining relationship, agreeing to resume bargaining negotiations at a future date designated by the settlement in order to accommodate Respondent's financial difficulties. As General Counsel further pointed out, the bargaining relationship reestablished by settlement agreement of the parties must also be given a reasonable time in which to function. Hence, he contends, when the time arrived under the settlement agreement when bargaining negotiations were to resume, though it turned out to be over 3 years after the settlement, the Union was entitled to a reasonable period of good-faith bargaining. This, he urges, would be no less than the remaining 2 months of the interrupted original bargaining year and, in the circumstances of this case, more likely a longer period of time - in either eventuality, free from challenge of the Union's majority status.

Respondent contends that it had no duty to bargain because it had a good-faith doubt of the Union's majority status, and because the Union abandoned the employees of

¹ The complaint in the present case, Case 29 CA 4902, was issued on April 30, 1976, on a charge by the Union filed March 4, 1976. The complaint in the prior case, Case 29 CA 2607, was issued on December 21, 1971, on a charge by the Union filed November 12, 1971.

the bargaining unit. Respondent further contends that it did not engage in bad-faith bargaining because its position had always been that it was financially unable to enter into a union contract; that the Regional Director in dismissing the first charge in June 1971 found this position did not constitute an unfair labor practice, and that nothing has changed since, other than that Respondent's financial position has become worse; and that the Union negotiated in bad faith by never submitting an overall proposal.

Counsel for the General Counsel and Respondent submitted oral argument at the conclusion of the hearing, and Respondent has filed a brief.

Upon the entire record of the case, including my observation of the witnesses and consideration of the brief and oral argument, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is a New York corporation with its office and place of business in Selden, Long Island, New York, where it has been engaged in the commercial printing business.

Annually, in the operation of its printing business, Respondent has bought and caused to be delivered to its Selden plant goods valued in excess of \$50,000, which goods were transported to the Selden plant in interstate commerce directly from points outside the State of New York. Respondent is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

As the parties admit, the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. Respondent's Business Operations

Respondent has been in the printing business for about 12 years, and is a family-owned and operated business. The brothers Michael (Mike) and Anthony (Tony) Altebrando are the shareholders and officers, Michael the president and Anthony the secretary-treasurer.

Respondent started business with wholly commercial printing and, about 1968, according to President Michael Altebrando, moved into doing mainly government printing work. Apparently the Government work created problems for Respondent, including financial problems, and after 2 years, said Altebrando, Respondent went back to commercial printing.

In 1970, when the Union organized a unit of Respondent's skilled employees, Respondent had a total of approximately 12 employees, both skilled and unskilled. The skilled employees, who were pressmen, cameramen, plate makers, and strippers, numbered five employees and constituted the pressroom and preparatory department; the remaining seven were binders, packers, cutters, and collators who constituted the bindery. At that time, there were two shifts, according to employee Chris Adragna, who became working foreman after certification. Three of the pressmen and cameramen (Adragna, Jim Radosta, and Bill Roen-

beck) worked the day shift, and two (Art Steifel and Fred Giordano) worked the night shift, with Adragna laying out the work for them before he left each day.

Sometime in early 1971 the second shift was eliminated and the number of employees was reduced to seven or eight. The pressroom and the preparatory department employees comprised Adragna, Roenbeck, and Joseph Koller, who moved up from the bindery to take Radosta's place as cameraman and platemaker; and in 1974, according to Adragna, when the plant had gotten busy, Ralph Riccardi was brought in as an additional pressman (at the same salary as Adragna). It was not clear whether Riccardi was the same Ralph Riccardi who had preceded Adragna as foreman and had left Respondent's employment in April 1970 (G.C. Exh. 28), nor was it clear whether Riccardi continued as a fourth member of the pressroom at the time of hearing in 1976-77. The remainder of the employees, approximately four, were nonbargaining unit employees who worked in the bindery.

B. Respondent's Relationship with the Union, 1970-71

Julius Seide, the Union's business representative, testified that the Union began organizing Respondent's pressroom and preparatory department employees in the spring of 1970.² His principal employee aide in organizing was Chris Adragna, said Seide. The unit comprised five employees and in the Board-conducted election of October 8, 1970, the Union was chosen to be the bargaining representative by a vote of four to one. The Union was certified as bargaining representative on October 19, 1970 (G.C. Exh. 4b).

Union Representative Seide testified, and President Michael Altebrando agreed, that Seide came to Altebrando immediately following the election (and before the certification) of October 1970 to talk about a contract, and that they met several times thereafter, including an arranged meeting at the Empress Diner in East Meadows, Long Island, in November 1970 for discussion of contract terms. Altebrando's direct testimony was along the line that he never received a proposal to which he could respond. However, on Altebrando's cross-examination, with the aid of a statement he had given the Board in May 1971, it became obvious, as Seide had testified, that Seide had provided Altebrando with a complete proposal for a contract (as Seide said, at the Empress Diner meeting), and explanation of the terms. Thus, as Altebrando conceded, because Respondent was below union scale on wages and benefits, he was given a detailed description of the Union's terms and benefits, told he would not be expected to match union scale immediately but would be expected to work up to scale gradually, by certain percentages of wages, by putting up something for pensions and welfare, and by partial increases in vacations, sick leave, etc.

² There had been an earlier organization effort by Seide's predecessor in 1968, which Respondent successfully contested before the Board on a contention that a unit of less than all of the employees of the whole shop was inappropriate. In the 1970 petition, Case 29 RC-1504, the Union prevailed in its contention for the smaller unit as appropriate, on a showing of changed conditions since the 1968 decision, G.C. Exh. 4a.

President Altebrando's response in each of the discussions was that Respondent was having financial trouble and could not afford the Union's terms. Respondent made no counterproposals, but did say to the Union that Respondent could not afford to give anything.

President Altebrando testified that Union Representative Seide never put pressure on him with demands, and apparently understood that Respondent was having financial trouble.

The Union filed an unfair labor practice charge against Respondent on April 30, 1971 (Case 29-RC-2376, Resp. Exh. 6), alleging bad-faith bargaining and a wage increase to an employee without notice to or bargaining with the Union. On June 11, 1971, the Regional Director, after investigation, declined to issue a complaint (G.C. Exh. 5), saying that Respondent's bargaining was not in bad faith, rather, the failure to reach an agreement between the parties was the result of Respondent's poor financial condition and consequent inability to meet the union proposals that Respondent could not then afford. On the pay increase, the Regional Director said it was a substantial pay increase but it was given to Chris Adragna in connection with his promotion to shop foreman, a supervisory position.

Union Representative Seide testified that after the June 11, 1971, dismissal of the charge of April 30, 1971, he went back to Respondent to further attempt to negotiate a contract. He said he encountered a problem in making contact but finally met with Secretary-Treasurer Anthony Altebrando on August 30, 1971, and offered Respondent a contract that he said would not cost the firm money at the time, a so-called no-cost or no-money contract (Resp. Exh. 2). Under that contract proposal the parties would agree that all conditions such as wages, benefits, and hours would remain the same until expiration of the contract, and that commencing on a date to be fixed the parties would enter into meaningful negotiations for improved conditions (wages, benefits, and hours). The proposal had a union-security clause requiring union membership of employees, and a dispute settlement clause for binding arbitration by the New York State Mediation Service (provided by the State without charge, said Seide). Lastly, the proposal provided for the hiring of future employees through the Union, unless the Union could not provide them, at the scale of the Printers League Contract 1971-74. In this connection, said Seide, he gave Altebrando a copy of the League contract. Seide further testified that he told Respondent that, even though the proposal, Resp. Exh. 2, was made as light as possible to keep Respondent in business, the terms that went beyond keeping the status quo were negotiable.

Anthony Altebrando claimed that he never saw or heard of the Union's no-cost contract proposal until 5 years later at the aborted Board hearing of June 21, 1976; and that the Union's proposals in the second half of 1971 after the dismissal of the April 30, 1971, charge were no different from the prior proposals. However, on cross-examination, and confrontation with his contemporaneous Board affidavit of December 9, 1971 (G.C. Exh. 31), Altebrando admitted that he received a no-cost contract proposal in August 1971, that he and his brother Mike discussed it, and that they decided because of their financial condition they

could not consider it.

Union Representative Seide's letter to Respondent of October 6, 1971 (G.C. Exh. 22), documents the Union's unavailing attempts to get a response, let alone a counterproposal, to the no-cost proposal of August 30, 1971. Respondent replied in writing to this letter, by its letter of October 13, 1971 (G.C. Exh. 23), stating that it was utterly impossible for Respondent to make any offer or even discuss any terms of a contract because of its financial condition.³

The Union filed a second unfair labor practice charge against Respondent on November 12, 1971 (G.C. Exh. 6), and, following an investigation, the Board issued a complaint on December 21, 1971 (Case 29-CA-2607, G.C. Exh. 7), alleging that since August 30, 1971, Respondent had negotiated with the Union in bad faith and with no intention to enter into a collective-bargaining contract, in violation of Section 8(a)(5) and (1) of the Act.

C. *The Bankruptcy; Settlement of the First Complaint*

On December 21, 1971, the same day the Board issued its complaint in Case 29-CA-2607, Respondent filed a petition in bankruptcy under chapter XI of the Bankruptcy Act. By this means, Respondent was enabled to continue in business as the debtor-in-possession, free of actions on accrued debts, subject to obtaining a court-approved arrangement with creditors for settlement of the debts.

Simultaneous with the filing of the petition in bankruptcy, a court order was issued restraining all persons and Government agencies including creditors from attempting to interfere with the property and assets of the debtor-in-possession or proceeding with any actions against it (U.S. District Court order of December 21, 1971, G.C. Exh. 8). The Board and the Union were served and notified by Respondent's lawyers (Kaye of Arnutt, Nachamie, *et al.*) on December 30, 1971, that the restraint applied to the Board and the Union (G.C. Exh. 12).

In the belief that the restraining order had been erroneously applied against the Board and the union proceeding with the unfair labor practice complaint, the Board applied to the referee in bankruptcy, Rudin, for an appropriate modification of the order, which came on for argument Friday, March 17, 1972. Respondent's lawyer Kaye requested a recess for discussion after the presentation by Board lawyer Fish that the Board could only direct the parties to bargain (testimony of Union Representative Seide).

Present at the recess discussion were the two lawyers Kaye and Fish, Respondent President Michael Altebrando (possibly also brother Tony though he denied it), and Union Representative Seide. Respondent's lawyer Kaye asked Seide what would help to move the matter along, and Seide stated that he would accept an agreement that

³ President Michael Altebrando also claimed, as did brother Tony, in his direct examination that he was not aware of the no-money contract proposal of August 30, 1971, but, on cross-examination and confrontation with his Board affidavit of December 2, 1971, admitted receiving the proposal and making no inquiry of the Union about its meaning or any response to the Union other than his letter of October 13, 1971 (G.C. Exh. 23), *supra*, declining to discuss any terms of a contract.

Respondent negotiate a collective-bargaining contract with the Union at a later time. Kaye indicated that this would not be possible until after Respondent had obtained an arrangement with creditors approved by the court. Fish asked how long that would take, and Kaye estimated 8 or 9 months, according to Seide. Fish said this would be an out-of-Board settlement, hence he would step aside to allow the other two parties to negotiate and would accept what they agreed to. Kaye suggested 90 days after the court order affirming the arrangement with creditors as the suitable time for commencement of collective-bargaining contract negotiations. Seide countered with 30 days, and they settled on 60 days. Seide asked for a guarantee that Respondent would engage in collective bargaining to be signed by both of the Altebrando brothers, which was agreed to, and in turn Seide agreed that the Union would withdraw its charge before the Board. Lawyers Kaye and Fish reported the amicable adjustment of the matter to referee Rudin.

Because the Board had scheduled hearing of the complaint for the following Monday, March 20, 1972, it was arranged between the parties that Respondent and its counsel would not have to appear and that Seide would appear for the Union and request permission to withdraw the charge. Lawyer Kaye pledged to deliver a letter to Seide, stating the settlement agreement, in time for presentation at the Board hearing, and did so (letter of March 17, 1972, G.C. Exh. 15).

Also delivered to Union Representative Seide, sometime thereafter, was Respondent's letter dated March 17, 1972, addressed to the Union signed by both Altebrando brothers (G.C. Exh. 10), stating:

Pursuant to our stipulation and agreement, wherein you withdrew your complaint against the undersigned firm, we hereby agree that sixty (60) days after the entry of an order of confirmation of the proceedings currently pending in the United States District Court for the Eastern District of New York, for an arrangement under Chapter XI of the Bankruptcy Act of the undersigned company, the undersigned or its representatives will enter into negotiations for a contract with Local 51, New York Printing Pressmen and Off-set Workers Union.

Both Michael and Anthony Altebrando testified that they signed the above settlement agreement (G.C. Exh. 10), on March 17, 1972, but Anthony changed his testimony to say he probably signed at a later time. Nonetheless he testified that he understood the contents of the letter he signed. Both he and brother Michael said they signed to get on with the bankruptcy but, unlike Anthony, Michael claimed at the hearing that he did not know what he was agreeing to. I find this claim incredible, in view of his immediately prior (and successful) experience with the dismissed similar first unfair labor practice charge, his concession that he took part in several discussions including the discussion at the bankruptcy court with Seide before signing General Counsel's Exhibit 10, his statement (in an affidavit to the Board as late as March 22, 1976), that he had agreed to negotiate with Local 51 for a collective-bargaining contract 60 days after the order of confirmation of the settlement

arrangement in the bankruptcy proceeding in the U.S. District Court, and his admission that the latter was exactly what his lawyer Kaye told him he had agreed to.

On March 20, 1972, Fish appeared for the General Counsel and Union Representative Seide appeared for the Union before Administrative Law Judge George Bott in the matter of the complaint against Respondent, Case 29-CA-2607. As arranged with Respondent, the settlement, stipulating agreement to negotiate with the Union for a collective-bargaining contract 60 days after court confirmation of the creditor arrangement in bankruptcy, was submitted and the Union requested permission to withdraw its charge. Administrative Law Judge Bott approved the Union's withdrawal of the charge and dismissed the complaint (see G.C. Exh. 11).

Union Representative Seide testified that, having lacked the opportunity to consult with the employees in advance of the settlement, he notified employees Adragna and Artie Steifel after the dismissal of the complaint that Respondent had agreed, and given him letters saying, that it would negotiate with the Union after the bankruptcy order. According to Seide, both men said they were glad that Seide had taken such a position, to keep Respondent in business. On Respondent's part, however, both Anthony and Michael Altebrando testified that they did not tell their employees that they had signed the March 17, 1972, agreement to negotiate with the Union.

D. Failure of Respondent To Engage in Postsettlement Negotiations

Following the settlement of March 17, 1972, the Union kept its bargain and made no claims on Respondent while awaiting notification of the bankruptcy court order, as Union Representative Seide testified and the Altebrandos confirmed.

Meantime Respondent continued doing business as the debtor-in-possession. As Anthony and Michael Altebrando testified, between December 21, 1971, and September 3, 1975, about 4 years, Respondent made no payments on the pre-filing-in-bankruptcy debts, other than on mortgages, and operated on a cash basis for current purchases. The employees were given a number of wage increases, as President Michael Altebrando and two of the employees, Adragna and Koller, testified; and an additional pressman, Ralph Riccardi, was hired in 1974 for dealing with an increase in business, according to Adragna, at the same rate of pay as Adragna. Respondent gave Adragna a further wage increase at that point.

On March 3, 1975, the U.S. District Court order in bankruptcy confirming the arrangement for settlement of Respondent's debts was signed. Under the arrangement Respondent's overall debt obligation was settled at \$72,000, payable in six installments of \$12,000 each every 6 months commencing September 3, 1975, according to the Altebrandos. At the time of the hearing the installment payments were being met, and if the schedule continued to be met would be finally paid off March 3, 1978 (not September 3, 1978, as Anthony Altebrando erroneously suggested).

However, neither Respondent nor its lawyer, though un-

der obligation to notify the Union of the confirming court order (as admitted by Michael Altebrando), had done so. Union Representative Seide had made telephone inquiries, once to the Altebrandos and several times to their lawyer. In late June 1975, almost 4 months after the confirming order issued, according to Michael Altebrando, who said he had had a call from Seide, Attorney Sachs, successor to Kaye in the firm handling Respondent's bankruptcy, called Altebrando to say, "Gee, we are a little late in notifying the Union," and Sachs then returned Seide's call of inquiry to say that Respondent now had the court order. This was on June 27, 1975, almost 4 months after Respondent had the confirmatory court order and almost 2 months after the time it had agreed upon for commencing contract negotiations.

On the same day, June 27, 1975, Union Representative Seide telephoned Respondent (reaching Anthony Altebrando, as he admitted), and dispatched a letter (G.C. Exh. 16), noting that the confirmatory order in bankruptcy had issued and proposing that the parties meet in July for collective-bargaining negotiations. Respondent delayed answering the Union until July 11, 1975 (letter, G.C. Exh. 14), and said it could not meet with the Union before the week of September 22, 1975. By phone calls and additional letters (G.C. Exh. 17 and 18), Seide tried to get an earlier meeting and an exchange of information for negotiating purposes, but was rebuffed by brother Anthony Altebrando saying brother Michael was not available and there was nothing to talk about.

The parties did not meet until October 9, 1975, when it was agreed that Seide could come to the plant and talk with the Altebrando brothers. In a meeting of about an hour, wherein Michael Altebrando and Seide did the principal talking, Michael stated that Respondent could not afford a contract, and Seide offered to tailor a contract to Respondent's means. Michael said the brothers Altebrando had no future, no pension. Seide indicated that as employees of the company who drew salaries the Altebrando brothers could join the pressmen and become legally eligible along with the other pressmen for the union pension plan. The brothers indicated they were interested. Seide handed him an up-to-date copy of the Printer's League master contract and said there were things in it he could take out or vary. Mike said they could not afford a contract, and Seide offered a no-cost contract for 1 year with opportunity for the two brothers to join the union pension plan. However, said Seide, in order to draft an intelligent contract to meet Respondent's problems, he would need up-to-date information on the unit employees, because one or two had not been part of the unit in the 1970 election, and specifically he would need information on the employees' salaries and benefits because salaries particularly had been increased in the intervening years without notice to the Union.

Both Michael and Anthony Altebrando testified that they told Seide his proposals sounded good and agreed that they would furnish Seide the requested information. In their presence, Seide told their secretary the information he needed—names, addresses, wages, benefits, hours, overtime rates—and Michael said the secretary needed a little time and it would be sent to Seide in a few days. After

Seide left their plant that day, the Altebrando brothers decided they would not give the Union the promised data, and did not gather or send it, without telling Seide they had repudiated the arrangement.⁴

When Seide did not receive the promised information he followed up with a letter of reminder (October 17, 1975, G.C. Exh. 19), and when he received no reply, telephoned on October 31 and talked to Anthony Altebrando. Altebrando told Seide that Respondent would not send the information and would not negotiate because the economy was bad and it could not afford a contract. Seide asked to see Respondent's books, or to have a certified public accountant look at them for the Union, and verify whether Respondent could afford any contract. Altebrando refused, saying he was not showing his books to anyone. Seide reiterated his willingness to tailor a contract to Respondent's needs but Altebrando said there was no use in negotiating at this point. (In his testimony, Anthony Altebrando confirmed the correctness of this testimony.)

The Union followed up with a letter on November 17, 1975 (G.C. Exh. 20), summarizing Seide's conversation of October 31 with Anthony Altebrando; reiterating the union request for information concerning the unit employees and their current salaries, benefits, and hours, and the union request to see Respondent's books in connection with its claim of inability to negotiate a contract, and indicating that, based on this information, the Union stood ready to negotiate a no-cost short term contract.

Receiving no response, the Union wrote still another letter on December 4, 1975 (G.C. Exh. 21), substantially repeating the letter of November 17 (G.C. Exh. 20), reiterating the request to Respondent to negotiate and to supply the two kinds of information, and the Union's offer of a no-cost short term contract thereon; and now warning Respondent that dishonor of its settlement agreement (reached in the bankruptcy court) to bargain in good faith would result in union application to the Board or courts for relief.

Respondent replied in writing, in a letter signed by both Michael and Anthony Altebrando (letter dated December 9, 1975, G.C. Exh. 13), stating that it had tried to negotiate with the Union, that it did not think a "no-money" contract would be beneficial, that it had several more years of payments to creditors, and in view thereof and the state of the economy that requested "any further negotiations be delayed until the future."

On January 14, 1976, Seide telephoned Respondent and talked with Anthony Altebrando, who told Seide that there could be no negotiations for a contract, that Respondent could not be bothered.

The Union filed its charge in the present case on

⁴ Seide testified that the meeting at Respondent's plant on October 9, 1975, was the only meeting he had with Respondent in 1975 in an attempt at contract negotiation. His contemporaneous correspondence with Respondent appears to bear this out. The Altebrandos thought he came to their plant twice in this period on the matter of contract negotiations, but had no recollection or evidence of time or subjects other than what transpired on the October 9 date. In view of their faulty recollection of facts and contradictions in their testimony (*supra* and *infra*), I accept Seide's testimony that October 9, 1975, was the one and only meeting between the Union and Respondent in 1975 in his attempt at contract negotiation.

March 4, 1976, and there were no further communications between the Union and Respondent until they met at the Board Office, on June 21, 1976, for the hearing that was aborted.⁵

E. Respondent's Defenses

Respondent claimed that it had no duty to bargain with the Union because it had a good-faith doubt of the Union's majority status.

At the hearing, President Michael Altebrando testified that the employees told him many times before the October 9, 1975, meeting with Union Representative Seide that they did not want to be represented by the Union. However, he could not recall any time, or year, or which of the men he talked with—it was just general conversation, he said. Secretary-Treasurer Anthony Altebrando testified it was common knowledge in the shop that the employees did not want the Union, but he too could not identify when or how or from whom he obtained that knowledge. Michael Altebrando said he told Seide the men did not want the Union as their representative in the October 1975 meeting of the Altebrandos and Seide at the shop, but Anthony Altebrando admitted they did not tell Seide that the men did not want the Union as their representative, and testified they never told Seide what the men thought about the Union.

In addition to this direct contradiction between the brothers, there were several other pointed contradictions. Following the union request on June 27, 1975, for a date for bargaining negotiations, Respondent's reply by Anthony Altebrando suggesting the week of September 22, 1975 (G.C. Exh. 16), was sent. Michael Altebrando admitted that he did not discuss with his brother that they should not meet with the Union because the men did not want to be represented by the Union.

In Respondent's letter of December 9, 1975 (G.C. Exh. 13), jointly signed by both brothers, putting off negotiations with the Union until the indefinite future, Michael Altebrando conceded that the letter does not say Respondent would not negotiate because the Union does not represent the employees, rather Respondent states it is postponing negotiations indefinitely because of Respondent's obligations to its creditors and the state of the economy.

Michael Altebrando testified that when, after October 9,

1975, he and his brother reneged on their promise to give Seide the requested information concerning the employees and their pay and benefits so that Seide could prepare the tailored contract he proposed, they did so because they thought it was improper to send information to a Union the men did not want. Altebrando conceded that, when they agreed to give Seide the information, and when they broke their promise, they did not tell Seide either time it was improper to give him the information because the men did not want the Union or because the Union did not represent the men. Moreover, in his earlier affidavit to the Board of March 22, 1976 (G.C. Exh. 30), Altebrando stated he did not give Seide the information because the office secretary was sick—nothing was mentioned of impropriety.

Similarly, while Anthony Altebrando claimed he believed the Union was not entitled to the information, he admitted that his pretrial affidavit was devoid of any claim of impropriety in giving the information to the Union or giving them access to the company books, later requested by Seide; and that the affidavit gives, as his reason, the reason contained in the letter to the Union of December 9, 1975, namely, the need to indefinitely delay contract negotiations until Respondent could afford a contract, and not that the Union did not represent the men.

Union Representative Seide testified that prior to the hearing neither of the Altebrandos ever questioned that the Union represented a majority of the employees in the bargaining unit, and, more specifically, no such question of the representative status of the Union was raised by the Altebrandos between June 27, 1975 (when the Union made its first request for bargaining under the settlement agreement), and January 14, 1976 (when the Union made its final request before filing the unfair labor practice charge).

Three pressroom and preparatory department employees testified on behalf of Respondent—Chris Adragna and William Roenbeck, who had been pressmen when the Union was certified and who voted in the October 1970 election, and Joseph Koller, who moved into the bargaining unit after the election and became the cameraman, taking the place of the departing cameraman Jimmy Radosta.

Adragna testified to a solitary conversation with the Altebrando brothers in which he said he told them “we” “don't want the Union anymore.” By “we” he said he included employees Koller and Roenbeck who allegedly were present at the same time. Adragna could not remember when the conversation took place but believed it was about 2 years before he testified (he gave his testimony on December 15, 1976). He did not indicate what the response was, if any. There was no other conversation by him with the employer on the matter before or since, he said.

Employer Koller testified that he believed he was present when Adragna told Mike and Tony Altebrando that “we don't want the Union,” but that he, Koller, said nothing, it was “just shop talk,” he could not remember when and had no independent recollection but was relying on the testimony of Adragna and Roenbeck.

Employee Roenbeck testified that he did not remember any incident where Chris Adragna said to the Altebrandos, “We don't want the Union.”

Roenbeck testified that he had a conversation on a coffeebreak with Mike Altebrando 3 to 5 years ago, when

⁵ In off-the-record discussions looking toward settlement by contract on June 21, 1976, suggested by Administrative Law Judge Harper according to the parties, Union Representative Seide revived the no-cost contract proposal of August 30, 1971 (Resp. Exh. 2), see sec. B, *supra*. When it was suggested that the new-hires clause at Printer League contract rates might represent an increased cost to Respondent in event of any new hires, Seide revised the clause to eliminate the union hiring hall provision and to permit hiring at rates paid other employees (Resp. Exh. 3). Seide revised but would not eliminate the union security clause, and the discussion of a contract to close out the case dropped. These were not bargaining negotiations between Seide and the Altebrandos, but rather Seide responding to, or declining to acquiesce in, suggestions of Administrative Law Judge Harper, according to the testimony. Respondent did agree to a formal settlement presented by General Counsel, approved by Administrative Law Judge Harper, that committed it to supply information to, and bargain with, the Union (G.C. Exh. 2a); but thereafter Respondent withdrew from the settlement on the ground that it had not been represented by counsel and had not understood the settlement (G.C. Exhs. 2b, 2c), and the matter was reset for hearing, which occurred before me in December 1976 and January 1977.

Mike said he was going to negotiate with the Union but appeared not to want to do it without saying why. According to Roenbeck, as "just something to say to keep on the good side of my boss [and] make him feel happy because it appears to me he does not want the Union now" he, Roenbeck, said to Mike Altebrando, "I don't want the Union if you can get out of it." Roenbeck repeated that he said this to make Mike happy so as to stay on his good side and in the favor of the Company.

Employee Roenbeck further testified that later, about 2 years ago, at his press, Mike Altebrando came over and told him again that the Union wanted a negotiation and that he was going to negotiate or talk with the Union. Again, said Roenbeck, Mike appeared not to want to do it, but did not say he had to negotiate or say why he did not want to negotiate; and he, Roenbeck, said nothing.

Returning to Chris Adragna's alleged conversation with the Altebrandos about 2 years ago, Adragna admitted that the conversation was at the same time the Altebrandos thought he should have another wage increase and he gave him a wage increase of \$25 per week.⁶ In addition, General Counsel questioned whether Adragna was still in the bargaining unit at the time or had become a statutory supervisor, particularly since President Michael Altebrando by his Board affidavit of May 21, 1971 (G.C. Exh. 28), had persuaded the Regional Director as of June 11, 1971 (G.C. Exh. 5, dismissing the Union's first charge against Respondent), that Respondent had promoted Adragna to a supervisory job as working shop foreman at the end of February 1971, coincident with giving him a substantial pay raise without notice to the Union. However, there was an indication on Adragna's part that his supervisory duties had lessened since the reduction from two shifts to one shift and the filing of the chapter XI bankruptcy petition, so as to put him in charge only when neither of the Altebrandos was present. The supervisory issue was not closely explored, and a disposition of it is not required in order to deal with the issue at hand.

I am persuaded that, if Adragna had the conversation he said he did with the Altebrandos, it was not a bona fide disavowal of the Union but was prompted by the pay raise or to curry the employer's favor and obtain the pay raise. Moreover, there is good reason to believe that the conversation did not take place, when and as Adragna said it did. Employee Roenbeck, allegedly one of the three employees present, denied knowing of it, let alone being present. Employee Koller had to depend on Adragna's recollection. Neither of the Altebrandos was able to recollect Adragna's or any other specific conversation with an employee on the subject.

Employee Roenbeck's alleged comment to Michael Altebrando 3 to 5 years ago, suggesting that he would not want the Union if Altebrando could get out of the negotiation, was avowedly made to win the favor of the employer because the employee detected unhappiness in the employer having to negotiate with the Union. Significantly, in the

alleged later conversation, when Michael Altebrando again evinced unhappiness at having to negotiate with the Union, Roenbeck made no comment.

In sum, the bargaining unit employees gave the Respondent no concrete basis upon which to question in good faith the representative status of the Union, particularly in the second half of 1975 when, as a consequence of its settlement, Respondent had obligated itself to bargain with the Union. And Respondent did not question the Union's representative status in that period or thereafter, until Respondent's failure to bargain came on for hearing in 1976.

Likewise, the employees made no expression of dissatisfaction with the Union, or desire not to be represented by it, to Union Representative Seide. Employee Adragna admitted that in his testimony. The opportunity, if there were such an inclination, came particularly on October 9, 1975, when Seide came to the plant for contract negotiations with Respondent, and requested and was given permission to talk with the employees. Seide testified that he met with the employees for half an hour and described his conversation with the Altebrandos. He told the employees he was going to try to work out a no-cost contract for the first contract, and that there were benefits to the employees even in such a contract, such as protection of existing wages and benefits from unilateral reduction, and arbitration of grievances which would be without cost to the employer or Union under the State's mediation service. The employees told him to go ahead, and get that first contract signed, said Seide.

Seide testified that employees Adragna and Roenbeck were among those present, and there were six or seven employees all told who gathered to hear him, including several nonunit bindery employees. Adragna did most of the speaking for the employees, said Seide, and among other things told him there were three or four employees in the unit, including one man not present who had to continue working in the preparatory department. Seide testified that no one present said he did not want the Union, and Adragna admitted this; indeed, said Seide, several of the bindery employees asked if they could be included in the contract. He told them they were not certified as part of the unit but he would let Respondent know of their interest.

In his testimony, employee Adragna at first took the position that Seide told the employees nothing, but under questioning admitted that Seide described the minimal contract he was seeking, in order to ease in, said Adragna, and that the employees went along with Seide's proposal.

This was hardly a show of employee discontent with or disavowal of the Union, or of union abandonment of the employees, claimed by Respondent.

In this matter of alleged abandonment, Seide pointed out that he had not come to Respondent's plant between approximately May 1972 and June 1975 because the Union had agreed with Respondent that it would not have to negotiate for a contract until 60 days after the bankruptcy order, and he knew he was not welcome by Respondent. He testified that he informed employees Adragna and Steifel of the March 1972 settlement and agreement with Respondent and they expressed satisfaction with it as a way of keeping Respondent in business. He found jobs elsewhere for employees Steifel and Radosta when they left the

⁶ In this connection employee Koller testified that he had been negotiating his own pay raises in his 5 years as cameraman, and he enumerated four pay raises he received. He also indicated that the employee hospitalization policy was improved at a higher cost absorbed by Respondent.

bargaining unit, and he had seen and talked to employee Adragna outside the plant.

In my view the claim of abandonment was without substance.

F. 8(a)(5) and (1) Findings

The bargaining relationship in this case was established originally by the Board election and certification of the Union in October 1970. That bargaining relationship was entitled to exist and function for a reasonable period of time in which it could be given a fair chance to succeed, *Frank Bros. Company v. N.L.R.B.*, 321 U.S. 702, 705 (1944). The reasonable period under the Board's *Celanese* doctrine (95 NLRB 664 (1951)), recognized by the Supreme Court in *Ray Brooks v. N.L.R.B.*, 348 U.S. 96, 98, 103-104, was 1 year after certification, in which time the Union enjoyed the irrebuttable presumption of majority status.

However, the bargaining relationship was interrupted or impaired prior to expiration of the certification year by institution of Board litigation in the unfair labor practice complaint of December 1971, charging Respondent with unlawful refusal to bargain since August 30, 1971, approximately 2 months short of the full certification year. The interruption or impairment was further continued by Respondent's filing in bankruptcy under chapter XI of the Bankruptcy Act and the concomitant issuance of a U. S. District Court restraint against the Board and the Union from proceeding with the unfair labor practice complaint.

In March 1972 the restraint was lifted and the Board litigation was dissolved as the result of a settlement under which the charge was withdrawn, the complaint dismissed, and the bargaining relationship established again, with the agreement that Respondent would enter into contract negotiations with the Union 60 days after entry of a U. S. District Court order confirming Respondent's arrangements with creditors as debtor-in-possession under chapter XI of the Bankruptcy Act. The bargaining relationship established by settlement agreement was also entitled to a reasonable period of time in which to function, free of any challenge to the Union's majority status, *Poole Foundry and Machine Company v. N.L.R.B.*, 192 F.2d 740, 743 (C.A. 4, 1951), cert. denied 342 U.S. 954, enfg. 95 NLRB 34 (1951). This policy, enunciated in *Poole*, also applies to informal or out-of-Board settlements, such as the settlement in this case, *Theodore P. Mansour, d/b/a Ted Mansour's Market*, 199 NLRB 218, 221 (1972); *Los Angeles Tile Jobbers, Inc.*, 210 NLRB 789 (1974).

Reaching the time for commencement of bargaining under the terms of the settlement consumed over 3 years (as against the expectation of about 1 year). Nevertheless, as recounted under section D, *supra*, Respondent delayed several additional months in notifying the Union that it had the court order approving the arrangement with creditors, and then stalled meeting with the Union for 3 months after the request to commence bargaining. As a result of Respondent's dilatory tactics, another 6 months was lost before Respondent met with the Union for the first and only time under its March 1972 commitment to bargain for a contract.

At that meeting, at Respondent's plant, on October 9, 1975, Respondent temporarily deluded Union Representa-

tive Seide with a show of interest in his proffer of a no-cost contract for a year (including opportunity for the Altebrando brothers to join the union pension plan), and with a promise to send him the requested employee wage, benefits, and related employment data for preparing the contract proposal. After Seide left their plant, the Altebrandos repudiated their promise to provide him with the employee data and dropped their interest in the no-cost contract, but did not bother to notify Seide. Several weeks later, after persisting, Seide finally was told by Anthony Altebrando that Respondent would not send the employee information and would not negotiate because it could not afford any contract. Seide asked for an opportunity to see Respondent's books, or to have a certified public accountant see them, to verify whether Respondent could afford any contract. Altebrando refused. Seide reiterated the Union's willingness to tailor a contract to Respondent's needs but Altebrando said there was no use negotiating at this point.

After the Union repeated its requests and position several times thereafter in writing, Respondent finally replied in writing in December 1975 making clear that it would not consider even a "no-money" contract and was postponing negotiations for the indefinite future, because it still had payments to make to creditors and because of the state of the economy.

From the time Respondent's obligation to bargain began in 1975, Respondent's conduct could hardly be described as affording the bargaining relationship a reasonable period of time for a fair chance to succeed. Rather, Respondent's conduct was dilatory and deceptive, and finally an outright repudiation of its undertaking and obligation to bargain with the Union in good faith, in violation of Section 8(a)(5) and (1) of the Act.

In this connection, Respondent raised no question of good-faith doubt of the Union's representative status in refusing to meet further to negotiate. That question, as shown by the evidence under sections D and E, *supra*, was an afterthought raised in this litigation, and was not the basis for Respondent's refusal to bargain at the time of refusal, *N.L.R.B. v. Gulfmont Hotel Company*, 362 F.2d 588, 589 (C.A. 5, 1966). Moreover, as also shown under section E, Respondent's alleged doubt did not rest on any reasonable basis in fact. Finally, regardless of the merit of the issue, it was an irrelevant issue under the facts of this case, because the bargaining relationship established by the settlement agreement was entitled to a reasonable time in which to function free of any challenge to the Union's majority status, *Poole Foundry and Machine Co.*, *supra*, 95 NLRB at 36-37, enfd. 192 F.2d at 743-744.

Respondent's contention, that in continuing to urge financial inability to enter into a contract it was not engaging in bad-faith bargaining, is subject to question. The Union offered a no-cost contract which Respondent declined even to consider, whereas, notwithstanding the bankruptcy, Respondent has provided a series of wage increases to its employees over the period of years, since 1971, and some increased benefits (improved hospitalization, for example), without notification to the Union. The Union requested Respondent for an opportunity to have its books examined to verify the claim that it was unable to enter into any contract. Respondent has refused. For an

employer to "mechanically repeat a claim of inability to pay without making the slightest effort to substantiate the claim" or "permit independent verification," is not good-faith bargaining, *N.L.R.B. v. Truitt Mfg. Co.*, 351 U.S. 149, 152-153 (1956). Respondent's refusal to permit examination of its books, for verification of its claim of inability to enter into any contract, was a further violation of Section 8(a)(5) and (1) of the Act.

Likewise, it was a violation of Section 8(a)(5) and (1) of the Act for Respondent to refuse to give the Union information concerning the unit employees, their wages, benefits, hours, overtime, and related data, which data would enable the Union to discharge its duties as bargaining representative in presenting meaningful contract proposals, *N.L.R.B. v. Acme Industrial Co.*, 385 U.S. 432 (1967). The Union's right to the information is not defeated, as Respondent suggests, because the Union might have acquired similar information through an independent course of investigation, *The Kroger Company*, 226 NLRB 572 (1976).⁷

CONCLUSIONS OF LAW

1. By failing and refusing since September 4, 1975, to bargain with the Union as the collective-bargaining representative of the unit of Respondent's pressmen and preparatory department employees, pursuant to Board certification of October 19, 1970, and to the settlement agreement of March 17, 1972, between Respondent and the Union, Respondent has engaged in an unfair labor practice within the meaning of Section 8(a)(5) and (1) of the Act.

2. By failing to furnish the Union with information concerning the unit employees, their wages, hours, overtime, benefits, and other data relevant to preparing contract proposals, Respondent has engaged in an unfair labor practice within the meaning of Section 8(a)(5) and (1) of the Act.

3. By failing to provide the Union, or its representatives, access to Respondent's books and papers in order to verify its claim of financial inability to negotiate any contract with the Union, Respondent has engaged in an unfair labor practice within the meaning of Section 8(a)(5) and (1) of the Act.

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

THE REMEDY

It will be recommended that Respondent:

(a) Cease and desist from its refusal to bargain with the Union, or its refusal to supply information concerning the unit employees and related data for contract negotiations, or its refusal to provide the Union access to Respondent's books and papers to verify Respondent's economic claims respecting negotiating of a contract.

(b) Upon request, bargain with the Union, and furnish it

⁷ Respondent's claim that the Union engaged in bad-faith bargaining by never submitting to Respondent an overall contract proposal, if at all relevant, is nevertheless without merit. The Union submitted an overall proposal on August 30, 1971, Resp. Exh. 2, which was its then no-cost proposal that Respondent refused to consider, and indicated as late as June 1976 that the proposal was still viable and subject to negotiation. Resp. Exh. 3.

with the employee and related information it requests for contract negotiations, and with reasonable access to Respondent's books and papers for verifying its economic claims respecting negotiation of a contract.

(c) Post the notice provided for herein.

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 ⁸

The Respondent, All Brand Printing Corporation, Selden, Long Island, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing, upon request, to bargain with the Union as the exclusive collective-bargaining representative of the appropriate unit of Respondent's pressmen and preparatory department employees.

(b) Refusing, upon request, to furnish the Union with employee data and related information for collective-bargaining negotiations and contract proposals.

(c) Refusing, upon request, reasonable access to Respondent's books and papers for verifying Respondent's economic claims respecting negotiation of a collective bargaining contract.

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

(a) Upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the appropriate unit of Respondent's pressmen and preparatory department employees, and, if an understanding is reached, embody it in a written agreement.

(b) Upon request, furnish the Union with employee data and related information for collective-bargaining negotiations and contract proposals.

(c) Upon request, furnish the Union or its representatives reasonable access to Respondent's books and papers for verifying Respondent's economic claims respecting negotiation of a collective-bargaining contract.

(d) Post in its plant at Selden, Long Island, New York, copies of the attached notice marked "Appendix."⁹ Copies of said notice, on forms provided by the Regional Director for Region 29 (Brooklyn, New York), after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to

⁸ 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.

⁹ In the event that 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."

employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.