

**Alle Arecibo Corporation and Alle Industries Ltd.
and International Ladies Garment Workers
Union, Local 601, AFL-CIO. Cases 24-CA-
4496, 24-CA-4563, and 24-CA-4614**

September 30, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND
ZIMMERMAN

On May 14, 1982, Administrative Law Judge Walter H. Maloney, Jr., issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

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

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,¹ and conclusions of the Administrative Law Judge and to adopt his recommended Order.²

¹ Respondent has accepted to certain comments made by the Administrative Law Judge about James J. Coury, president and chief operative officer of Respondent, who is not an attorney but who chose to represent Respondent in this proceeding. We find merit to this exception, and we disavow the Administrative Law Judge's disparaging comments, appearing at fn. 6 of his Decision, about the quality of Coury's performance at the hearing.

In this connection, Respondent further asserts that the Administrative Law Judge demonstrated prejudice against Respondent in reaching his Decision. After a careful examination of the entire record, we are satisfied that this allegation is without merit. There is no basis for finding that bias and partiality existed merely because the Administrative Law Judge resolved important factual conflicts in favor of the General Counsel's witnesses. As the Supreme Court stated in *N.L.R.B. v. Pittsburgh Steamship Company*, 337 U.S. 656, 659 (1949), "[T]otal rejection of an opposed view cannot of itself impugn the integrity or competence of a trier of fact." Moreover, our review of the record leaves us unpersuaded that the Administrative Law Judge's disparaging comments about Coury, referred to above, reflected a personal bias against him.

The Administrative Law Judge found that Respondent engaged in a wide range of conduct which was *per se* violative of Sec. 8(a)(5) and (1). We agree that Respondent violated the Act in the manner described in the decision, but we find it unnecessary to reach the question of whether all of Respondent's conduct was *per se* unlawful.

We also agree with the Administrative Law Judge's finding that Alle Arecibo Corporation and Alle Industries Ltd. are a single employer. In doing so, however, we note that the Administrative Law Judge set forth incompletely the test which the Board uses in making this determination. As we noted in *Western Union Corporation, et al.*, 224 NLRB 274, 276 (1976), the Board evaluates four key elements to determine whether two entities constitute a single employer: common ownership and financial control, common management, interrelation of operations, and centralized control of labor relations. See also *Soule Glass and Glazing Co., et al.*, 246 NLRB 792, 794 (1979).

We also agree with the Administrative Law Judge that the employees who were discriminatorily laid off should be made whole from the date of the layoff. However, we find it unnecessary to rely, as did the Administrative Law Judge, on *Abilities and Goodwill, Inc.*, 241 NLRB 27 (1979). That case stands for the proposition that discriminatorily discharged strikers need not request reinstatement in order to activate an employer's backpay obligation, an issue which is not involved in the instant case.

² The Administrative Law Judge recommended that the interest on contributions to the fringe benefit funds be paid in a manner similar to the payment of interest due on backpay awards. However, in accordance

AMENDED REMEDY

1. Delete the words "and benefits" from the third sentence of the Administrative Law Judge's remedy.

2. Delete the words "together with interest calculated in the above-stated manner" from the fifth sentence of the Administrative Law Judge's remedy, and substitute therefor the words "plus any additional amounts necessary to make the employees whole, in accordance with *Merryweather Optical Company*, 240 NLRB 1213, 1216, fn. 7 (1979)."

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondents, Alle Arecibo Corporation and Alle Industries Ltd., Arecibo, Puerto Rico, and New York, New York, their officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

with our decision in *Merryweather Optical Company*, 240 NLRB 1213, 1216, fn. 7 (1979), we shall leave the determination of interest to the compliance stage of the proceeding. We shall therefore modify the Administrative Law Judge's remedy accordingly.

DECISION

STATEMENT OF THE CASE

WALTER H. MALONEY, JR., Administrative Law Judge: The case came on for hearing before me at Hato Rey, Puerto Rico, upon a consolidated unfair labor practice complaint,¹ issued by the Regional Director for Region 24 of the National Labor Relations Board and amended at the hearing, which alleges that the Respondent Alle Arecibo Corporation (Arecibo) and Alle Industries Ltd. (Industries),² violated Section 8(a)(1), (3), and

¹ The principal docket entries in these consolidated cases are as follows: Charge in Case 24-CA-4496 filed against Arecibo and Industries by International Ladies' Garment Workers Union, Local 601, AFL-CIO (herein referred to as the Union), on April 30, 1981; first amended charge filed by the Union against Arecibo and Industries on May 12, 1981; the Respondent's answer filed in Case 24-CA-4496 on August 5, 1981; complaint issued by Regional Director, Region 24, against Respondent on July 31, 1981; charge filed in Case 24-CA-4563 against Arecibo and Industries by the Union on August 24, 1981; amended complaint and order consolidating Cases 24-CA-4563 and 24-CA-4496 issued by Regional Director for Region 24 on October 9, 1981; the Respondent's answer to amended consolidated complaint filed on November 17, 1981; charge filed in Case 24-CA-4614 against Arecibo and Industries by the Union on December 29, 1981; second amended complaint against the Respondents in all three cases (consolidated) issued by Regional Director for Region 24 on January 28, 1982; amendment to second amended complaint issued on January 29, 1982; answers to second amended complaint filed on January 28, 1982; hearing held in Hato Rey, Puerto Rico, on March 1, 2, and 3, 1982.

² I find that, at all times material herein, Respondent Alle Arecibo Corporation is and has been a Delaware corporation which maintains an

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(5) of the National Labor Relations Act, as amended. More particularly, the amended consolidated complaint alleges that both Respondents constitute a single integrated enterprise and are a single employer. It further alleges that both Respondents promised employees benefits if they would abandon union representation, threatened to close the plant and to reopen it as a nonunion operation, and took pictures of persons engaged in legal picketing. The complaint further alleges that the Respondents locked out and laid off 17 named individuals because of their union activities and that it refused to bargain with the Union in good faith, committing several *per se* violations of Section 8(a)(5) of the Act. The Respondents were represented *pro se* by James J. Coury, who is president of both corporations but is not an attorney. Aside from general denials, it is difficult to express his position in a capsule summary, except to say that Coury holds the Union responsible for driving him out of business in Puerto Rico and claims that the discriminatees, of whom there were only 12 in number, were laid off for lack of work. Upon these contentions the issues herein were joined.³

FINDINGS OF FACT

I. BUSINESS OF THE RESPONDENT

James J. Coury and his wife, Adele, are the principal officers and shareholders in both Respondent corporations. For the past 12 years or so, Arecibo has operated a small lingerie factory in the town of Arecibo which is located about 80 miles from San Juan, Puerto Rico. At one time the Arecibo corporation was a member of the Apparel Manufacturers Association of Puerto Rico, Inc., a trade association composed of unionized garment producers who have plants on the island. As a member, it was bound by successive collective-bargaining agreements concluded by this association. In 1978 it agreed individually to be bound to the association contract which was concluded in that year with the Union. This contract expired on April 30, 1981.

Over the years Coury has attempted to operate his plant in the town of Arecibo through a series of plant managers, none of whom proved entirely satisfactory and some of whom ended up going into business in competition with him. Coury lives in Brooklyn and spends most of his working time at 127 Madison Avenue in the garment district in lower Manhattan. At this address Industries maintains an office and showroom. Coury keeps in touch with the Puerto Rican plant by mail and telephone and visits it occasionally. He prepares the weekly

office and factory in Arecibo, Puerto Rico, where it is engaged in the manufacture of women's lingerie and related products. At all times material herein, Respondent Alle Industries, Inc., is and has been a New York corporation which maintains its principal place of business in New York, New York, where it is engaged in the sale and distribution of women's lingerie and related products. During the preceding year, both Respondents, in the course and conduct of the aforesaid business operations, have manufactured and sold products valued in excess of \$50,000, which were shipped from the Commonwealth of Puerto Rico directly to points and places in the United States located outside the Commonwealth of Puerto Rico. Accordingly, both Respondents are employers engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act. The Union is a labor organization within the meaning of Sec. 2(5) of the Act.

³ Errors in the transcript are hereby noted and corrected.

payroll and forwards employee checks from New York to Puerto Rico for distribution. However, he spends most of his time trying to find customers on the mainland for the products of the Arecibo factory. He orders all supplies for the plant, has them shipped to Arecibo, and then receives bulk shipments of finished goods at the Manhattan office, where they are then broken down into individual shipments and forwarded to Arecibo customers. Industries performs certain sales and distribution services for Arecibo for which it receives, or is supposed to receive, a 10-percent commission. There is no evidence that Industries performs this service or derives any revenues from any other source than Arecibo.

II. THE UNFAIR LABOR PRACTICES ALLEGED

A. Background

Coury's difficulties with the Union go back several years and center on his failure to make required payments to the Union's health and welfare fund and its retirement fund. The Union brought both Respondents to arbitration to collect this money, obtained a substantial award, and then got it enforced in the United States District Court in Puerto Rico. However, enforcement of the award was granted only as to Arecibo.

In February 1981, the Union sent Coury a 60-day renewal of the contract notice in which it requested an opportunity to negotiate a new contract to replace the one which was set to expire on April 30. Having received no response, the Union sent Coury a second letter, dated April 1, in which it enclosed a list of its demands and a request to bargain on April 13 at 9:30 a.m. By letter of April 7, the Union wrote Coury a third letter, asking for certain information which it felt it would need in order to bargain for its members. Specifically, the Union asked for Arecibo weekly payrolls, dating from January 1, 1981, showing the names of bargaining unit employees, their job classifications, the number of hours they worked daily and weekly, their regular rates of pay, their overtime, if any, and deductions which were made from their paychecks. The Union sought this information for employees currently in layoff as well as for all full-time and part-time employees actually on the payroll for the periods in question.

Coury showed up for an April 13 bargaining session but without the information requested. He also claimed that he never received a list of the Union's contract demands so the Union supplied him with an additional copy. The Union was represented on this occasion and during other discussions with Coury by its labor consultant, Santiago Paz. At this meeting, the only thing which was accomplished was that the parties agreed to a 3-year term for any new contract which might be negotiated. Coury spent much of the session reiterating his constant theme; namely, that the Union was costing him too much money and was driving him out of business. His complaint was addressed in part to the Union's effort, then pending in Federal district court, to collect an unpaid arbitration award, but it was also directed to about every demand which the Union made, including several non-economic demands.

To the Union's initial demand included a 40-, 35-, and 35-cent wage increase in each of the 3 years of the proposed contract, Coury stated that his profit for the previous year was only \$6,000 and that he would not agree to any wage increases at all throughout the term of the proposed contract. Paz countered with a suggestion for wage increases amounting to 25 percent above the minimum wage. This proposal was also rejected. Paz then asked Coury for a counterproposal on wages but Coury would make none.

Coury proposed that the new contract provide for only four holidays in place of the nine paid holidays provided for in the expiring contract. He also insisted that holiday pay be proportioned to the number of hours worked by an employee in a given week, rather than a flat 8 hours of pay at the hourly rate. This proposal was rejected by the Union. The Union's prepared demands called for a Christmas bonus equal to 4 percent of each employee's pay. It receded from this demand and offered to settle this item for 3 percent. Coury refused, stating that he would agree only to the 2 percent required by local law and would not guarantee to pay this amount.⁴ A decree issued by the Commonwealth Department of Labor requires an employer in the wearing apparel industry to pay to each employee vacation pay equal to 2-1/2 percent of his earnings during the first year of employment and 4-1/2 percent of his earnings thereafter. The Union receded from its original demand on vacation pay and agreed to accept the legal minimum.

With respect to payment into the fringe benefit funds, the Union originally requested payment into the retirement fund of 8-3/4 percent of the Employer's monthly payroll and an amount to the medical plan equal to 2 percent above its present contribution. Coury objected to the increase so the question of fringe benefit payments was left pending. The question of union review of an employee discharge was not agreed to and was also left pending.

Paz asked for the information previously requested concerning part-time employees. Coury refused, saying that the part-time employees did not want to be in the Union so there was no reason for him to supply the information. Paz objected, stating that the two employees in question were doing bargaining unit work and had to be in the Union. His argument left Coury unmoved. When this bargaining session concluded, the parties agreed to meet again on April 20 at the union office in Santurce, a suburb of San Juan.

In the interim between April 13 and 20, Coury phoned Paz and asked to postpone the April 20 meeting until April 27. Paz agreed. However, when April 27 arrived, Coury did not show up. Paz phoned Coury in New York

to ask why he did not show up as he had agreed to do. Coury replied that his mother had been ill and that he would have had to spend a lot of money to come to Puerto Rico from New York. He told Paz that he was not going to change his position in any event and suggested that, if Paz had anything else to offer, he should forward such matters to Coury in New York in writing. Coury also said he would be in Puerto Rico on April 30, but he did not show up for a meeting on that date either.

Following the phone call of April 27, in which he learned that Coury was not going to keep his appointment, Paz wrote him an express letter in which he recited the history of bargaining to date, accused Coury of bad faith, and objected to negotiating by mail. He reiterated his request for "the names, job classifications, the rates of pay, the dates initially hired, of any employees performing work on a 'part-time' basis, indicating the number of hours worked daily and/or weekly." Coury replied by letter of April 29, objecting to certain statements in Paz' letter and asking that the Union's revised demands be "written up and presented for approval" before a second meeting should take place.

While these discussions were taking place between the principals, back at the factory in Arecibo Plant Manager Igna Soto was having discussions of her own with various employees concerning the plant's future. She told employee Margarita Franqui that Coury did not intend to sign a collective-bargaining agreement but would pay vacations, holidays, and medical benefits and continue to operate without a union. Franqui replied that she had been in the Union for 16 years and would not work without a union. On or about April 24, Soto told employee Carmen Delia Velez that the factory would soon close but it would reopen without a union because the Company did not want a union in the plant. She also told Velez that the Company would offer employees a bonus, holidays, and a medical plan. Velez replied that she would not work without a union in the plant because, if Coury would offer lower benefits while a union was in the plant, he would give even less without one.

B. Subsequent Events

All employees were laid off on April 30 or May 1.⁵ On May 1 employee Isabel Maria Lopez Sierra asked Soto when her work ran out in the middle of the day what she should do. Soto told her that the plant was closing, she was being laid off, and that she should report to the Department of Labor on the following Monday. Soto instructed her not to tell the Labor Department that the factory was closed. She also told Velez that the collective-bargaining agreement had expired the

⁴ Under Puerto Rican law, an employer must pay a Christmas bonus equal to 2 percent of an employee's annual earnings. However, he can avoid this payment if he can demonstrate to the Commonwealth Department of Labor that he did not make a profit during the year in question. The expiring contract contained a provision for a guaranteed bonus, i.e., one which would be paid irrespective of whether the Commonwealth would require payment under local law. The Union sought such a guarantee in the forthcoming agreement similar to guarantees in preceding contracts, but the net effect of Coury's proposal was to eliminate the guarantee and to pay only what the Commonwealth would require of him under its labor statute.

⁵ A difference of opinion arose between the General Counsel and the Respondent on the exact number of employees who were on the payroll on April 30, and who were laid off. In order to resolve this question, I reverse my ruling on Resp. Exh. 12, which are certain payroll records offered by the Respondent, and admit them into evidence. Based upon Resp. Exh. 12 and G.C. Exh. 17, it appears that 14 employees (including 2 so-called nonunion employees) were laid off on April 30 or May 1. They are: Angelina Alicea, Hipolita Candelaria, Ramona Caraballo, Mercedes Rios, Isabel Lopez, Iris Aida Dorta, Margarita Franqui, Isabel Vargas, Carmen Delia Velez, Luis Aviles, Maria Nunez, Sofia Cordero, Carmen Lugo, and Josefina Nieves.

previous day, that the Union would no longer have anything to do with the plant, and that Velez should wait a while to see what would develop. On the same day, Soto laid off Franqui and told her to report to the Department of Labor on Monday. She gave Franqui the same instruction she had given Lopez, namely not to tell the Labor Department that the factory had closed, and added that the factory would be closed only for a couple of months until the Union was completely gone. She concluded her remarks to Franqui by saying that she was glad the Union was gone because she would not have "to take shit from the shits that were there."

On Monday, May 4, the Union established a picket line at the plant and used signs reading "Alle Arecibo will not work without a contract," "Workers at Alle Arecibo want to protect our retirement plan and medical plan," and "Alle Arecibo and Coury are delinquent in paying awards." The picketing continued until July 31. When Soto came to the plant on May 4, she was able to cross the picket line but could not enter the plant because the lock on the door of the plant had been jammed. Eventually the lock had to be removed with an acetylene torch before access to the plant could be regained. Responsibility for the jamming of the lock has never been established.

On May 1, Paz sent Coury yet another letter. By this time, the correspondence between the parties began to take on the flavor of statement of positions in possible litigation rather than merely exchanges of proposals leading up to a contract. Paz again recited the history of bargaining, the failure of Coury to honor commitments to meet and bargain, the action of the Union in receding from its demand on vacation pay, the fact that fringe benefit payments were left pending, and the refusal of Coury to make any counterproposals. The Union insisted that negotiations take place in Puerto Rico, gave Coury his option as to a place in Puerto Rico for future discussions, and asked for a meeting on May 11 at 10 a.m.

On May 11, Coury met Paz at the union office for the second and last negotiating session. Not much was accomplished at this meeting. At the outset of the meeting, Coury handed Paz three letters, dated May 4, 8, and 11, respectively. In the May 4 letter, he reiterated that he had strong personal reasons for not coming to Puerto Rico and stated that he could not delegate negotiations to anyone else. He noted that the factory was now closed and complained to the Union that it was responsible for the closing.

Coury recited that the plant had closed because it had completed "the meager orders in for Mother's Day selling in the stores." He told Paz that he had warned him previously that the more time he (Coury) had to spend at hearings in Puerto Rico, the less time he had available in New York to generate business for the factory. He stated that the lack of work was a direct result of the considerable time he had to spend in Puerto Rico at ending hearings.

Coury asked the Union in one of these letters to come up with an agreement he could live with. "You have all the pieces. Fit them together on paper and sent [sic] it to me for study, to approve, or adjust." Coury's May 8 letter responded, paragraph by paragraph, to a letter sent

to him by Paz on May 6. For the most part, Coury's May 8 letter merely restated his position relative to various bargaining items that he had taken in person on April 13. He pleaded poverty, stating that his Company was a small operation which could not be expected to conform to requirements negotiated by the Union for larger firms. He also reiterated his request to open the factory to permit a neighboring company to use his cutting facilities while the Arecibo corporation was not in operation. The May 11 letter, also delivered in person by Coury, detailed the history of the Company and its precarious financial position and restated Coury's position respecting various items of negotiation, including his refusal to agree to an equal distribution of work clause and his refusal to agree to arbitration because both clauses in previous contracts had proven to be too expensive.

The discussion at the union office resulted in no further agreements. It amounted, for the most part, to a re-statement by both parties of previous positions. Paz informed Coury that the Union would never agree to permitting nonunion employees of another employer to come into the plant and work alongside its members. In the course of the discussion, Coury said he objected to a provision in the Union's proposal (and in the former contract) which granted superseniority to the plant "chairlady" or steward, Josefina Nieves. Coury stated that he wanted his plant manager, Igna Soto, to serve both as plant manager and as chairlady and enjoy superseniority protection. Paz simply replied that Soto had to choose which side of the fence she wanted to be on. Coury asked that employees who worked on any of the reduced number of holidays be paid straight time rather than at time and a half. Coury left the 10 a.m. meeting about noon, giving as his excuse that he had to catch a plane. He said he would not again be available for negotiations until after June 20. Paz objected to Coury's "footdragging" but no specific date for a third meeting was agreed upon.

On the following day, Clifford W. Depin, the Union's vice president and regional director, wrote Coury a letter summarizing the difficulties which had transpired to date. He accused Coury of bad faith, again requested information regarding part-time employees, and threatened to file an unfair labor practice charge respecting Coury's refusal to supply information unless the data was forthcoming before May 20. By letter of May 14, Coury sent Depin a handwritten breakdown of the weekly hours, rates of pay, and other information concerning the two part-time employees, Luis Aviles and Iris Aida Dorta. The data did not contain a daily summary of hours worked. At a later point in time, Coury explained that only Soto had this information at the plant and that it might be difficult for her to put it together.

On May 28, the Union's attorney, Vincent Rotolo, wrote Coury a letter in which he asked several pointed questions. By letter dated June 11, Coury answered some of Rotolo's questions. Coury reiterated in his reply to Rotolo that the plant was shut down, presumably temporarily, because he had been too occupied with hearings in Puerto Rico to go out and solicit business. He said that, if and when work became available, he would ask

employees to return. He also said that he did not intend to operate the plant in the name of anyone else and that he had previously asked Union Vice President Depin to assist him in selling the plant but unfortunately the plant was no longer saleable. To Rotolo's question whether he intended to operate the plant without a union, Coury replied that he would do whatever was required of him by applicable laws. He complained about expensive arbitration proceedings, about irrational union demands for a small plant, and about the Union's role in draining away funds from the corporation. He denied any intention of removing the plant from Puerto Rico but indicated an intention to permit nonunion shops to rent out his facilities for their own operations. He also indicated that Soto was, in his estimation, qualified to continue to supervise the operations of the plant but said that he did not have any orders for goods which would justify the reopening of the plant, either at once or in the foreseeable future. In a subsequent letter, dated June 23, Coury again recited to Rotolo all his troubles as a small manufacturer and said that the Company could not consider any new union proposals or concessions until it had regained access to the plant. He asked the Union to get rid of the pickets so that a neighboring company could enter the plant and retrieve its materials. He also told Rotolo that, if Arecibo could arrange the immediate liquidation of its assets, the Union's outstanding arbitration award of \$12,941.74 would be the first item to be paid.

Coury was still involved at this point in time in litigation with the Union in the United States District Court for Puerto Rico concerning the enforcement of the aforementioned arbitration award for nonpayment of fringe benefit contributions. He was served with a notice to take deposition at the union office in San Juan on July 8. He told Rotolo that he would be in town that week and would be available for further negotiations. Coury showed up at the appointed time and place to give his deposition but, after completing his testimony, he left the union office in a hurry before any officials could contact him concerning further contract negotiations.

On July 31, the Union wrote Coury and offered, on behalf of its striking members, to return to work unconditionally. The picket line was removed on this date. However, the plant did not reopen until early October. After this occurred, Depin wrote Coury a letter asking him to resume bargaining and suggested an October 27 meeting date. Rotolo also wrote to Coury at or about the same time demanding that he resume making monthly health and welfare retirement fund contributions. Coury made no reply to either letter.

Nieves returned to work on October 6. At this time Coury was present at the plant and told employees that he was leaving cutter Luis Aviles in charge. On December 15, Coury again visited the plant. He called employees together and asked them to sign a paper which read: "We employees of Alle Arecibo agree to work January and February for the same present salary—inasmuch as we are satisfied with same." He informed the employees that they had to sign the paper in order to continue working in January and February. Nieves told Coury on this occasion that the employees were willing to work but that they insisted on continuing with the same Union.

Franqui echoed these sentiments. In particular, they mentioned their demand for union fringes, including the union retirement fund, and reminded Coury that some of the older employees had contributed to this fund for 15 or 16 years. Coury replied that it was he and not the Union who paid benefits. He spoke of the payment that he had made to the health and welfare fund amounting to 18 percent of the employees' wages and complained about competition and increased freight rates. He also said that he was through with the Union. All the employees eventually signed the paper, either in Coury's presence or later when some of them arrived to go to work.

On December 18, Coury met again with employees, this time with Aviles. Coury requested that employees draw up a petition to decertify the Union. They refused. He complained that, for every dollar he had to pay out, he had to pay something to the Union. Later, Aviles posted for signature a petition which read:

To the National Labor Relations Board:

We, the signatories herein, employees of Alle Corporation in Arecibo, P.R., wish to inform the International Ladies' Garment Workers Union, Local 601, to cease being our representative for the purpose of negotiating our salaries, working hours, and other working conditions. We authorize ——— and ——— to file said documents and all necessary papers at the National Labor Relations Board so that it does not certify, and withdraws the authority from, the International Ladies' Garment Workers Union, Local 601, as the representative in our agreements.

In Arecibo, Puerto Rico, this 1st day of December of the year 1981.

No one signed this petition.

The plant closed on December 24 and has not reopened since that time. There have been no recent negotiations between the Respondent and the Union and the Respondent has failed to make any payment to union fringe benefit funds during the last quarter of 1981 or thereafter.

C. Analysis and Conclusions

1. The joint employer status of Alle Arecibo Corporation and Alle Industries, Ltd.

Both Arecibo and Industries are owned and controlled by the same individuals. More particularly, the president and chief operating officer of both corporations is the same person; namely, James J. Coury. All of Arecibo's sales are generated by Coury and the distribution of its goods is handled by Coury. It was an empty, self-serving description of his activities when Coury testified that Industries handled the sales and distribution efforts for Arecibo when, in terms of personal activity, it was Coury who actually performed these services.⁶ I find

⁶ Coury, who is not an attorney, testified in this proceeding and also acted as counsel for both Respondents. He was no more convincing as a

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from the record that Industries had only one client, Arecibo, and that Arecibo acted exclusively through Industries in dealing with customers. It is Industries which provided Arecibo with a New York sales office and showroom and it was Coury who, with scant exception, personally performed all matters for both concerns.

In determining the common nature of these two firms, it is immaterial that these entities have a different corporate existence or keep separate books, or that Industries is entitled to (but apparently does not collect) a service fee for Coury's efforts as an Industries official serving Arecibo's interest. *C. K. Smith & Co., Inc.*, 227 NLRB 1061 (1977), *enfd.* 569 F.2d 162 (1st Cir. 1977). In this case there is complete lateral or horizontal integration between the two corporations. Coury, acting in some capacity, purchases raw materials and ships them to Arecibo. He also solicits orders. Arecibo produces goods to order and ships them to Industries. The latter, acting under Coury's immediate personal direction, transships the items to customers from its premises in New York and charges a 10-percent fee for its services. In fact, Coury directs both operations and controls them entirely. The test of a single enterprise is whether there is common management and centralized control of labor relations. This test is clearly met with respect to these two entities. Accordingly, I conclude that Alle Arecibo Corporation and Alle Industries, Ltd., are a single integrated business enterprise and a single employer within the meaning of the Act.

2. The supervisory status of Luis Aviles

The factory in Arecibo operated until on or about April 30, 1981, under the supervision of Plant Manager Igna Soto. She continued to be on the Respondent's payroll until the end of August, despite the fact that the plant closed. During this period of time, she did little besides collect the mail and forward it to Coury in New York.

For a period of nearly 2 years before the closing of the plant, Luis Aviles worked there as a cutter. He was employed on a part-time basis but earned, on the average, about 50 cents more per hour than the other employees. He never joined the Union and was one of the two "non-union" employees to whom Coury was referring to when he initially refused to supply the Charging Party with payroll information. Aviles was necessarily laid off when the plant closed.

When the plant reopened in October, Soto was no longer actively employed and Coury relied upon Aviles to keep the plant running. It is fatuous for Coury to contend that, in the fall of 1981, all of the old employees simply drifted back, saw what needed to be done, and then started to work without any supervision at the plant. Aviles had the keys to the plant and was in charge of it. The employees who returned were so informed. There was no higher ranking company official on the island during most of this period of time, since Coury continued to reside and work in New York. Aviles pre-

witness than he was as an advocate and illustrated, in his dual performance, that the old adage about a lawyer representing himself applies with equal validity to laymen.

sumably continued to function as cutter but he also assigned work to employees and made weekly phone calls to New York in which he reported to Coury the hours worked by each employee for payroll purposes. Based on these indicia of supervisory authority, I conclude that, during the period of October through December 1981, Luis Aviles was a supervisor within the meaning of Section 2(11) of the Act for whose acts and words the Respondent is vicariously responsible.

3. The independent violations of Section 8(a)(1) of the Act

(a) When Soto told Velez and Franqui that the Respondent was going to close the plant in order to get rid of the Union, she was threatening employees with loss of employment because of their union activities and thereby violated Section 8(a)(1) of the Act. Her statements are also clear evidence of overall subjective bad faith on the part of the Respondent in conducting collective bargaining with the Union.

(b) When Soto told employees that the plant would reopen without a union but with direct payment of medical and other benefits by the Respondent, she was, in effect, offering them employment at a future time conditioned upon their willingness to abandon the Union. Such an offer violates Section 8(a)(1) of the Act and is further evidence of bad faith on the part of the Respondent in conducting collective bargaining with the Union.

4. The lockout and layoff of employees on April 30 and May 1

On April 30 and May 1, the Respondent laid off and locked out the 14 employees listed in footnote 5 of this Decision as part of its long-range plan to eliminate the Union as the collective-bargaining representative in its Arecibo, Puerto Rico, bargaining unit. In order to provide orders for the factory, a lead time of 2 or 3 months between the placing of the customer order and the production of goods must be observed. Coury secured sufficient orders for Mother's Day production and this effort permitted the plant to function until the expiration of the agreement on April 30. However, during January, February, and March, he admittedly did nothing to procure orders which would permit the factory to continue to operate beyond April 30. The excuse for his inactivity during this period of time—that he was in Puerto Rico and was exclusively engaged in defending his Company against arbitration cases, unfair labor practice cases, and court suits—is unconvincing and untrue. During this period of time, there were no arbitration cases and no unfair labor practice charges against him. The only litigation then pending was a suit in Federal district court, docketed sometime in January 1980, to compel compliance with an earlier arbitration award. There is no concrete evidence that he devoted any unusual amount of time to this suit during the spring of 1981, inasmuch as he was represented by counsel in Puerto Rico for purposes of the litigation. Soto's statements to employees at the plant during April 1981—that the plant was closing temporarily in order to get rid of the Union—provide the only plausible explanation for Coury's conduct and

the Respondent's condition on that date. Respondent's lack of orders on April 30 was a carefully timed, deliberate, and self-induced deprivation designed to provide Coury with an excuse for closing the plant simultaneously with the expiration of the Union's contract. When employees were laid off as a result of this scheme, they were in effect being locked out in order to bring pressure to bear on them to abandon the Union, something they were formally asked to do at a later date after the plant reopened. This action on the part of the Respondent violated Section 8(a)(1) and (3) of the Act and made the employees discriminatees as of that moment. When the Union initiated a strike the following Monday to protest the lockout, it was inaugurating an unfair labor practice strike to protest this action and the employees participating in the strike activity were both unfair labor practice strikers and discriminatees.

5. The refusal of the Respondent to bargain in good faith in violation of Section 8(a)(5) of the Act

The General Counsel contends that the Respondent committed at least nine *per se* violations of Section 8(a)(1) and (5) of the Act and that it was also guilty of overall subjective bad faith in dealing with the Union in negotiating a contract to replace the agreement which expired on April 30, 1981. I believe the General Counsel to be correct in her contention, inasmuch as Coury, in the course and conduct of his dealings with the Union over a long period of time, engaged in a series of textbook examples of bad-faith bargaining.

(a) Coury had only two face-to-face negotiating sessions with the Union, one of which took place on April 13 and the other of which took place on May 11, shortly after the picket line went up. He set up an appointment to meet Paz at the union office in Puerto Rico on April 27 and failed to show up or even to extend the routine courtesy of notifying Paz in advance that he would be unable to keep the appointment. He also stood up the Union at a negotiating session which had been set for April 30. He repeatedly told the Union that he preferred to discuss any outstanding issues either over the phone or by mail because it was too expensive for him to fly from New York to Puerto Rico for actual meetings. At the same time he refused to designate anyone in Puerto Rico to bargain on his behalf.

When he broke off the May 11 meeting, he told Paz that he could not meet with him again for nearly 6 weeks, an unconscionably long time. In late June, Coury told Rotolo that he would meet with the Union after he completed giving the deposition which Rotolo was taking at the union office in the district court case. As soon as the deposition was over, Coury slipped out of the office without giving the Union a chance a talk with him or to set up another date.

In October, when the plant reopened, the Union again asked Coury to bargain but Coury did not even bother to reply to the Union's letter. As a result, the entire course of negotiations consisted of two meetings and a series of letters and phone calls. No meeting has taken place for the purpose of collective bargaining since May 11, 1982.

An employer has the duty to meet in person or through its authorized representative with union representatives at reasonable times and places for the purpose of negotiating a contract. It has the further obligation to meet at or near the place of employment and it may not insist that negotiations be conducted over the phone or by mail. By his behavior, as outlined above, Coury demonstrated a callous unwillingness even to go through the motions of collective bargaining and, in so doing, violated Section 8(a)(1) and (5) of the Act.

(b) In the course of these negotiations, Coury, by letters sent late in April 1981, told the Union to sum up the proposals it had revised during or following the April 11 meeting and to submit them to Coury for "approval or adjustment." In that letter, he reiterated that he would refuse to deal with it on any other basis and, in fact, he continued to refuse to meet with the Union face to face until a picket line went up in front of his premises. Such a refusal violates Section 8(a)(1) and (5) of the Act.

(c) The association contract which expired on April 30, 1981, and to which the Respondent had adhered as an individual signatory, contained provisions granting superseniority to the chairlady or shop steward, another provision requiring an equal distribution of work among machine operators, and a third provision providing for grievance-and-arbitration machinery. Because Coury had violated the provision of this contract requiring equal distribution of work, the Respondent was made the subject of a successful grievance filed by the Union. While these three provisions are routine and commonplace in collective-bargaining agreements, Coury wanted no part of them in any future agreement, inasmuch as he had been forced to comply with such provisions in the previous agreement. His mind was hermetically sealed on these subjects and he would not budge from a position, announced at the outset of negotiations, that these items were too costly even though they were and are noneconomic items. His partial recession on the topic of superseniority made a mockery of the discussion of this item, in that he proposed to let his plant manager also serve as chairlady and enjoy contractual superseniority in the latter position. Paz' reply to this frivolous offer was the only one which could be made; namely, that Soto would have to decide which side of the fence she wanted to be on. By his flat refusal even to entertain the idea of continuing these provisions in a new agreement, Coury violated Section 8(a)(1) and (5) of the Act.

(d) In letters to Rotolo, dated June 16 and 23, Coury stated that he could not entertain any new union proposals until he could regain access to his plant and asked Rotolo to have the picket line removed. There is no evidence that the pickets in any way impeded Coury's access to the plant. He had been prevented from entering the building by a jammed lock on the door. However, he was able to have this problem fixed by mechanics using an acetylene torch and once again entered the building. The thrust of Coury's statement was that he would not continue to bargain unless and until his employees abandoned their unfair labor practice strike. Conditioning the resumption of bargaining on the abandonment of lawful strike activity is a violation of Section 8(a)(1) and (5) of

the Act and Coury committed this violation in his June 16 and 23 letters.

(e) The Union asked several times, both orally and in writing, for information concerning the wages, hours worked, date of hire, and related data of two part-time employees whom Coury had hired to work in the plant. One of these employees, Luis Alvares, ultimately became his foreman. The other individual, Iris Aida Dorta, was a close relative of Alvares. Coury initially refused to supply this information on the basis that these two individuals did not want to be in the Union and, therefore, were not a part of collective-bargaining negotiations. His contention was frivolous. Both employees did bargaining unit work. Their wages and benefits would have to be governed by the provisions of any contract under negotiation. The payroll information which had been requested is routinely disclosed to bargaining agents and is closely relevant to the matters at issue in any negotiations. Moreover, the Union had a legitimate right to inquire into the hours these individuals had been working in order to determine the rights and standing of other bargaining unit members who were then in layoff status and whose seniority could possibly be violated by the presence of new part-time employees on the payroll. By refusing to give this information when it was requested, the Respondent herein violated Section 8(a)(1) and (5) of the Act.

It is true that the Respondent, by letter dated on or about May 16, responded to the threat of an unfair labor practice charge by supplying the Union most of the information it originally requested. However, compliance has never been a defense to an unfair labor practice allegation, and the necessity of a remedial order prohibiting a repeat performance by Coury is amply warranted by the facts of this case.

(f) At the April 11 meeting, Coury rejected out of hand the Union's initial wage proposal for three annual increases spread out over the term of the contract. The Union receded from this demand, asking only for 25 percent above the minimum wage for all classifications. At that time, most employees, including some who had been with the Company for several years, were making only about 15 to 25 cents above the statutory minimum. Coury then proposed reducing the number of paid holidays from nine to four and proposed only those vacation and Christmas bonus benefits which were required by Puerto Rican law. In the latter two instances, his proposals amounted to less than the benefits contained in the expiring contract. Coury could have no realistic expectation that the Union would agree to such draconian reductions in economic items and, when he proposed only the statutory minimums respecting two of these items, he was saying, in effect, that he would not bargain over such matters and would do no more than the law required of him. Such an attitude is not only inimical to meaningful bargaining, it indicates a disposition not to bargain at all. By making such proposals in the context in which they were offered, Coury violated Section 8(a)(1) and (5) of the Act.

(g) On December 15, after the plant had been reopened for about 2 months, Coury spoke directly to the employees and asked them to sign a written form agree-

ing to work in January and February for the same wages they were currently receiving. He told the employees that they had to sign this agreement in order to continue working. Bypassing the collective-bargaining agent and dealing directly with members of the bargaining unit concerning wages, hours, and terms and conditions of employment is a classic violation of Section 8(a)(1) and (5) of the Act, and it is such a violation that Coury committed by his actions on December 15.

(h) Shortly thereafter, Coury, acting through his agent and supervisor, Alvares, presented employees with a petition to decertify the Union and asked them to sign it. Such an act constitutes an independent violation of Section 8(a)(1) and is also a *per se* violation of Section 8(a)(5) of the Act.

(i) Shortly after the plant reopened, Rotolo wrote to Coury and demanded that he continue to make monthly payments to the fringe benefit funds established under the expired contract. At that time, negotiations relating to fringe benefit fund items were simply pending. Inasmuch as the obligation to make these payments under the expired contract continues until it is discontinued through good-faith bargaining, the obligation in question remained intact and governed the Respondent's relationship with its employees after the plant reopened. *Harold W. Hinson, d/b/a Hen House Market No. 3*, 175 NLRB 596 (1969), *enfd.* 428 F.2d 133 (8th Cir. 1970); *Peerless Roofing Co., Ltd.*, 247 NLRB 500 (1980), *enfd.* 641 F.2d 734 (9th Cir. 1981). Coury did not respond to Rotolo's letter nor has he made any contributions to any of the fringe benefit funds since the plant reopened. His failure and refusal to make such payments is a violation of Section 8(a)(1) and (5) of the Act.⁷

(j) The above-recited *per se* violations of the Act did not take place in a vacuum. They were incidents along the way in a continuing pattern of behavior on the part of the Respondent to eliminate the Union from the plant as the bargaining agent of its employees. Soto told employees of this ploy back in April before the plant closed and the strike commenced. Coury confirmed the existence of this stratagem in December when he directed his new plant manager to circulate a decertification petition. Between these two events, Coury met with the Union only twice, refused to meet with it on other occasions, insisted on bargaining by mail or telephone, uncompromisingly refused to continue certain noneconomic items into a new contract, and offered, for the most part, only those economic items required by local law. The Respondent also bypassed the Union as the employee bargaining agent, engaged in coercive conduct away from the bargaining table which was wholly inconsistent with a good-faith effort to arrive at a contract, and refused to honor obligations under the old contract for fringe benefit payments which continued in existence until removed by good-faith bargaining. These elements of Coury's behavior, demonstrated conclusively by the record in this case, evidence an attitude of subjective bad faith in dealing with the bargaining agent of his employees. Accord-

⁷ Interest on this amount should be calculated in a manner similar to interest due on backpay awards. *Timberland Packing Corporation*, 261 NLRB 174 (1982).

ingly, the Respondent herein is guilty of overall subjective bad-faith bargaining which violates Section 8(a)(1) and (5) of the Act. I so find and conclude.

Upon the foregoing findings of fact and upon the entire record herein considered as a whole, I make the following:

CONCLUSIONS OF LAW

1. Respondent Alle Arecibo Corporation and Alle Industries Ltd. and both of them, are now and at all times material herein have been engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. International Ladies' Garment Workers Union, Local 601, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. All production and maintenance employees of the joint respondent who are employed at its Arecibo, Puerto Rico, plant, exclusive of office clerical employees, designers, professional employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for bargaining within the meaning of Section 9(b) of the Act.

4. Since 1974, International Ladies' Garment Workers Union, Local 601, AFL-CIO, has been the exclusive collective-bargaining representative of all of the employees in the unit found appropriate in Conclusion of Law 3 for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

5. By refusing to meet and bargain with the Union at reasonable times and places and by insisting upon bargaining by mail or by telephone; by insisting that the Union submit all counterproposals in writing as a condition of continued bargaining; by refusing to bargain at all with respect to proposals for equal distribution of work, establishment of a grievance-and-arbitration machinery, and the granting of superseniority to the shop steward; by refusing to resume bargaining until a union picket line had been removed; by refusing to provide relevant payroll and personnel data to the Union respecting part-time employees; by refusing to offer counterproposals on economic items above the minimum requirements of local law; by dealing directly with employees and bypassing the bargaining agent in discussing wages, hours, and terms and conditions of employment; by sponsoring a decertification petition among employees in the bargaining unit; by refusing to pay into the Union fringe benefit funds moneys due and owing for hours worked by employees after the reopening of the Arecibo plant; and by bargaining with the Union with an attitude of overall subjective bad faith, the Respondent herein violated Section 8(a)(5) of the Act.

6. By laying off and locking out Angelina Alicea, Hipolita Candelaria, Ramona Caraballo, Mercedes Rios, Isabel Lopez, Iris Aida Dorta, Margarita Franqui, Isabel Vargas, Carmen Delia Velez, Luis Aviles, Maria Nunez, Sofia Cordero, Carmen Lugo, and Josefina Nieves in order to eliminate the Union as their collective-bargaining representative, the Respondent herein violated Section 8(a)(3) of the Act.

7. By the acts and conduct recited above in Conclusions of Law 5 and 6; by telling the employees that the Respondent was going to close the plant and then reopen

it later in order to eliminate the Union as their bargaining agent; and by offering reemployment to employees with direct payment of medical and other benefits but without union representation, the Respondent herein violated Section 8(a)(1) of the Act.

8. The aforesaid unfair labor practices have a close, intimate, and adverse effect on the free flow of commerce within the meaning of Section 2(2), (6), and (7) of the Act.

REMEDY

Having found that the Respondent herein has engaged in certain unfair labor practices, I will recommend that it be required to cease and desist therefrom and to take certain affirmative actions which are designed to effectuate the purposes and policies of the Act. Because the violations of the Act found herein are repeated and pervasive and evidence an attitude on the part of this Respondent to ignore completely the rights of its employees which are guaranteed by the Act, I will recommend to the Board a so-called broad 8(a)(1) remedy designed to suppress any and all violations of that section of the Act. *Hickmott Foods, Inc.*, 242 NLRB 1357 (1979). I will also recommend that the Respondent be required to offer full and immediate reinstatement to the 14 employees whom it laid off and locked out on or about April 30, 1981, to their former or substantially equivalent employment and that it make them whole for any loss of pay and benefits they may have suffered, in accordance with the *Woolworth* formula^a with interest therein calculated at the adjusted prime rate used by the U.S. Internal Revenue Service for the computation of tax payments. *Olympic Medical Corporation*, 250 NLRB 146 (1980); *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962). Inasmuch as the employees became discriminatees prior to the commencement of the unfair labor practice strike on May 4, 1981, the computation of backpay should not be abated because of their strike activity. *Abilities and Goodwill, Inc.*, 241 NLRB 27 (1979). I will also recommend that the Respondent be required to pay to the joint management-union fringe benefit trust funds amounts due and owing based upon the hours worked by Respondent's employees since the factory reopened in October 1981, together with interest calculated in the above-stated manner. I will recommend that the Respondent be required to post the usual notice, in English and in Spanish, advising its employees of their rights and of the results in this case. Inasmuch as the plant has been closed since December 1981, I will also require the Respondent to mail a copy of said notice, in Spanish, to each employee named in the notice.

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record herein considered as a whole, and pursuant to Section 10(c) of the Act, I make the following recommended:

^a *F. W. Woolworth Company*, 90 NLRB 289 (1950).

ORDER⁹

The Respondent, Alle Arecibo Corporation and Alle Industries Ltd. Arecibo, Puerto Rico, and New York, New York, and both of them, and their officers, agents, supervisors, successors, and assigns, shall:

1. Cease and desist from:

(a) Promising employees fringe benefits if they will work without union representation.

(b) Threatening to close the plant in order to eliminate the Union as a bargaining agent.

(c) Sponsoring and circulating a petition designed to decertify the bargaining agent.

(d) Refusing to meet and bargain with the bargaining agent of its employees at reasonable times and places and insisting upon bargaining by mail or by telephone.

(e) Refusing to bargain with respect to union contract proposals calling for superseniority for the shop steward, establishment of grievance-and-arbitration machinery, and equal distribution of work among employees.

(f) Refusing to resume collective bargaining until employees cease to strike and remove a picket line from the plant premises.

(g) Refusing to provide the bargaining agent of its employees with relevant payroll and personnel data pertaining to part-time bargaining unit employees.

(h) Refusing to offer counterproposals on economic items which exceed requirements established by law.

(i) Refusing to pay into fringe benefit funds established by joint union-management trust agreements amounts based upon a percentage of hourly wages earned by employees after the reopening of the Arecibo plant.

(j) Dealing directly with employees and bypassing their bargaining agent in negotiating wages, hours, and terms and conditions of employment.

(k) Insisting that the bargaining agent present all revised proposals and counterproposals to the Respondent in writing.

(l) Refusing to bargain collectively in good faith with International Ladies' Garment Workers Union, Local 601, AFL-CIO, as the exclusive collective-bargaining agent of the production and maintenance employees of the joint Respondent employed at its Arecibo, Puerto Rico, plant, exclusive of office clerical employees, designers, professional employees, guards, and supervisors as defined in the Act.

(m) Discouraging membership in and activities on behalf of International Ladies' Garment Workers Union, Local 601, AFL-CIO, or any other labor organization, by laying off and locking out employees or otherwise discriminating against them in their hire or tenure.

(n) By any other means or in any manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the purposes and policies of the Act:

(a) Recognize and bargain collectively in good faith with International Ladies' Garment Workers Union, Local 601, AFL-CIO, as the exclusive collective-bargaining representative of all of the production and maintenance employees employed by the joint Respondent at its Arecibo, Puerto Rico, plant, exclusive of office clerical employees, designers, professional employees, guards, and supervisors as defined in the Act, and, if an agreement is reached, embody the same in a signed written contract.

(b) Offer to Angelina Alicea, Hipolita Candelaria, Ramona Caraballo, Mercedes Rios, Isabel Lopez, Iris Aida Dorta, Margarita Franqui, Isabel Vargas, Carmen Delia Velez, Luis Aviles, Maria Nunez, Sofia Cordero, Carmen Lugo, and Josefina Nieves full and immediate reinstatement to their former or substantially equivalent employment, without prejudice to their seniority or to other rights previously enjoyed, and make them whole for any loss of pay or benefits which they have suffered by reason of the discriminations found herein, in the manner described above in the section entitled "Remedy."

(c) Pay to the health and welfare trust fund and to the retirement trust fund established by the Apparel Manufacturers Association of Puerto Rico, Inc., and International Ladies' Garment Workers Union, Local 601, AFL-CIO, moneys due and owing for hours worked by the Respondent's employees since the reopenings of the Arecibo plant, in the manner described above in the section entitled "Remedy."

(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at the Respondent's Arecibo, Puerto Rico, factory copies, in Spanish and English, of the attached notice marked "Appendix."¹⁰ Copies of said notice, on forms provided by the Regional Director for Region 24, after being duly signed by a authorized representative, shall be posted by immediately upon receipt thereof, and be maintained by the Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material. Signed copies of said notice, in Spanish, shall also be mailed by the Respondent, postage prepaid, to every employee whose name appears in the notice.

(f) Notify the Regional Director for Region 24, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that, insofar as the amended consolidated complaint alleges matters which have not

⁹ 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.

¹⁰ 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."

been found herein to be violation of the Act, said allegations are hereby dismissed.

APPENDIX

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

Alle Arecibo Corporation and Alle Industries Ltd. are posting this notice to comply with an order of the National Labor Relations Board, which was issued after a hearing at which we were found to have violated certain provisions of the National Labor Relations Act.

WE WILL NOT promise employees fringe benefits if they will work without union representation.

WE WILL NOT threaten to close the plant in order to eliminate the Union as a bargain agent.

WE WILL NOT sponsor and circulate a petition design to decertify the bargaining agent.

WE WILL NOT refuse to meet and bargain with the bargaining agent at reasonable times and places and WE WILL NOT insist upon bargaining by mail or by telephone.

WE WILL NOT refuse to bargain with respect to union contract proposals calling for seniority for the shop steward, establishment of grievance-and-arbitration machinery, and equal distribution of work among employees.

WE WILL NOT refuse to resume collective bargaining until employees cease to strike and remove a picket line from the plant premises.

WE WILL NOT refuse to provide the bargaining agent with relevant payroll and personal data pertaining to part-time employees.

WE WILL NOT refuse to offer counterproposals on economic items which exceed legal requirements.

WE WILL NOT refuse to pay into fringe benefit trust funds established by management and union amounts due based upon a percentage of the hourly wages earned by employees since the reopening of the Arecibo plant.

WE WILL NOT deal directly with employees and bypass their bargaining agent in negotiating wages, hours, and terms and conditions of employment.

WE WILL NOT insist that the bargaining agent present its revised proposals and counterproposals in writing.

WE WILL NOT in any other manner or by any means interfere with, restrain, or coerce employees in the exercise of rights guaranteed by Section 7 of the National Labor Relations Act. These rights include the right to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for their mutual aid and protection.

WE WILL bargain collectively in good faith with International Ladies' Garment Workers Union, Local 601, AFL-CIO, as the exclusive collective-bargaining agent of the production and maintenance employees employed at our Arecibo, Puerto Rico, plant, exclusive of office clerical employees, designers, professional employees, guards, and supervisors as defined in the Act, and, if an agreement is reached, embody the same in a signed written contract.

WE WILL offer full and immediate reinstatement to their former or substantially equivalent employment to Angeline Alicea, Hipolita Candelaria, Ramona Caraballo, Mercedes Rios, Isabel Lopez, Iris Aida Dorta, Margarita Franqui, Isabel Vargas, Carmen Delia Velez, Luis Aviles, Maria Nunez, Sofia Cordero, Carmen Lugo, and Josefina Nieves, and WE WILL make them whole for any loss of earnings or fringe benefits which they have suffered by reason of the discrimination practiced against them, with interest.

WE WILL pay to the health and welfare trust fund and to the retirement trust fund established jointly by the Apparel Manufacturers Association of Puerto Rico, Inc., and the International Ladies' Garment Workers Union, Local 601, AFL-CIO, moneys due and owing for hours worked by employees since the reopening of the Arecibo plant, with interest.

ALLE ARECIBO CORPORATION AND ALLE
INDUSTRIES LTD.