

**Office and Professional Employees International Union, Local No. 129, AFL-CIO and Carpenters District Council of Houston and Vicinity, a/w United Brotherhood of Carpenters and Joiners of America and Carpenters Local No. 213, United Brotherhood of Carpenters and Joiners of America, AFL-CIO. Cases 23-CB-2553 and 23-CB-2554**

26 August 1983

### DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND  
HUNTER

On 10 December 1982 Administrative Law Judge Richard J. Linton issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief. The General Counsel filed a brief in support of the Decision.

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

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,<sup>1</sup> and conclusions of the Administrative Law Judge and to adopt his recommended Order, 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, Office and Professional Employees International Union, Local No. 129, AFL-CIO, Houston, Texas, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

1. Insert the following as paragraph 2(c) and reletter the subsequent paragraphs accordingly:

“(c) Reimburse, with interest, in the manner set forth in the section of this Decision entitled “The Remedy,” Patsy E. Hudgins and Joyce A. Morris the sum of \$516.56, or any part thereof which each paid as fines imposed.”

2. Substitute the attached notice for that of the Administrative Law Judge.

<sup>1</sup> Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's 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*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

### APPENDIX

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

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

- To engage in self-organization
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
- To refrain from the exercise of any or all such activities.

WE WILL NOT violate Section 8(b)(1)(A) of the National Labor Relations Act, as amended, by charging you with violations of our constitution and bylaws, subjecting you to an in-trunion trial before a hearing officer, and fining you because you cross our picket line to work, in contravention of an amnesty provision of a strike settlement agreement which we reach with an employer which has the mutual obligation that neither side will retaliate against strikers or nonstrikers.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of rights guaranteed you by Section 7 of the Act.

WE WILL expunge all records of action heretofore taken which resulted in the fining of Patsy E. Hudgins and Joyce A. Morris, including, without limitation, filing of charges, publicity of trial, and the trial on 2 June 1981 in which we fined them \$516.56 each because they crossed our picket line in March 1981 to work.

WE WILL inform in writing Patsy E. Hudgins and Joyce A. Morris, against whom such action was taken, that all records of such action will be and have been expunged.

WE WILL reimburse, with interest, Patsy E. Hudgins and Joyce A. Morris the sum of

\$516.56, or any part thereof which each paid as fines imposed.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 129, AFL-CIO

DECISION

STATEMENT OF THE CASE

RICHARD J. LINTON, Administrative Law Judge: This case was heard before me in Houston, Texas, on August 5, 1982, pursuant to the July 8, 1981, consolidated complaint (complaint) issued by the General Counsel of the National Labor Relations Board through the Regional Director for Region 23 of the Board. The complaint is based on identical charges filed June 3, 1981, by Carpenters District Council of Houston and Vicinity, a/w United Brotherhood of Carpenters and Joiners of America (Council) against Office and Professional Employees International Union, Local No. 129, AFL-CIO (Respondent or Local 129), and on June 3, 1981, by Carpenters Local No. 213, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (Local 213), against Respondent Local 129.<sup>1</sup>

In the complaint the General Counsel alleges that Respondent Local 129 violated Section 8(b)(1)(A) of the Act by preferring internal union charges on May 7 against Local 129 members Patsy E. Hudgins and Joyce A. Morris, and subjecting them to trial and fining Hudgins and Morris each the sum of \$516.56 on June 2, because they did not participate in a strike Local 129 conducted against the Charging Parties from about March 2 through March 11.

By its answer Respondent admits certain factual matters, but denies that it has violated the Act.

On the entire record, and my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and Respondent, I make the following:

FINDINGS OF FACT

I. JURISDICTION

At all material times the Charging Parties have been unincorporated associations with offices in Houston, Texas, where they represent employees in bargaining with employers with respect to wages, hours, and other terms and conditions of employment. During calendar year 1980, Local 213, associated with the Council, collected and received dues and initiation fees in excess of \$100,000. In the same period Local 213 remitted from its Houston, Texas, facility a per capita tax in excess of \$50,000 directly to the United Brotherhood of Carpenters and Joiners of America, AFL-CIO (Brotherhood), at its offices in Washington, D.C.

Respondent admits, and I find, that the Charging Parties are employers within the meaning of Section 2(2), (6), and (7) of the Act.

<sup>1</sup> All dates are 1981, unless otherwise indicated.

II. LABOR ORGANIZATION INVOLVED

Respondent Local 129 admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Overview

This case turns largely upon whether the Charging Parties and Local 129 entered into an oral amnesty agreement with the mutual obligation of no reprisals against members-employees who were strikers or against those who worked behind the picket line, or whether the amnesty agreement favored only Local 129 by making no reference to those members-employees who worked behind the March 1981 picket line. Even assuming that the parties made an agreement mutually prohibiting "reprisals," Respondent argues that such an agreement simply meant to prohibit retributions on the job and cannot be construed as covering internal union charges.

B. Background

1. Bargaining—strike

Members of Local 129, as relevant here, work as clerical employees for the District Council, Local 213, and Carpenters Local 2232. In early 1981 the groups met to obtain a collective-bargaining agreement, possibly a renewal contract, which concluded with the final bargaining session held on March 11 after several other meetings.<sup>2</sup> It is admitted that Local 129 conducted a strike against the three Employers between March 2 and 11, 1981. Among those who walked the picket line, Ziesemer testified, were Peggy Glaw-Flint and Mary Massey. Two members of Local 129 who crossed the picket line and worked were Patsy E. Hudgins, of the Council's office, and Joyce A. Morris, who is an employee of Local 213.

By March 11 the parties, very close to agreement, were at loggerheads over a provision regarding the language pertaining to confidential secretaries. Nero Kettler, committeeman for Local 213, telephoned Dean Sooter and requested him to come help the parties. Sooter, a member of United Brotherhood's general executive board, flew to Houston and on March 11 he served the role of mediator between Local 129 and the Employers.

The strike ended and the pickets were removed on March 11 in conjunction with the successful resolution of the remaining contract hurdle, and also in conjunction with an oral strike-settlement agreement.

<sup>2</sup> Paul M. Dobson, executive secretary of the Council, testified that there had been more than 10 meetings. The parties appeared before a Federal mediator on March 18 and met again on March 23 when they signed the contract. By its terms, the agreement's expiration date was set for September 1, 1981 (G.C. Exh. 15, p. 9), and Maxie Lee Ziesemer, then the business representative for Local 129, referred to renewal negotiations in August during her testimony.

## 2. Charges and fines

On identical letter forms dated April 23, 1981, addressed to Local 129, members Peggy Glaw-Flint, Mary Massey, and Billie S. Hackett preferred charges against Patsy Hudgins and Joyce Morris based on the following provisions of article XVI, section 2, of Local 129's constitution and bylaws:

Section 2. Any member may be penalized for committing any one or more of the following offenses:

b. Working for an employer against whom the Union has declared a strike or whom the Union has declared to be unfair unless permission has been granted by proper officers of the Union;

g. Violation of the oath of membership, or office if an officer;

k. Any acts of misconduct which are detrimental to the best interests of the Union, or of conduct unbecoming a member of the Union; or of violation of any of the provisions of the Constitution and Bylaws of the Union or the Constitution of the International Union.

By letters dated May 7, identical in text, Local 129, through secretary-treasurer Dorothy Tissue, mailed Hudgins and Morris copies of the charges, and informed them:

Also, in accordance with the Bylaws, copy of which I am enclosing, you are hereby given notice that a hearing on such charges will be held before the Executive Board of Local #129 on the second day of June, 1981 at 6:30 P.M. at 2704 Sutherland, Houston, Texas.

Glaw-Flint served as the prosecutor at the June 2 trial. Ziesemer and Glaw-Flint testified, and it is undisputed, that Hudgins and Morris limited their participation in the internal trial to reading and submitting the following prepared statement:<sup>3</sup>

I object to the hearing being conducted because the trial board procedure, Article XVI, Section 1 has not been complied with and therefore the charges are null and void.

<sup>3</sup> The statement of Morris is in evidence as G.C. Exh. 13. Hudgins' statement, identical it seems, was received in evidence (Resp. Exh. 2) but was withdrawn by Respondent to have copies made to furnish the court reporter. No copies were thereafter supplied to the reporter, and the formal exhibit folder for Respondent's exhibits reflects that fact. Similarly, Respondent's counsel expressed his intention to supply copies of Resp. Exhs. 3 and 4 (reserved) after the hearing, but he has not done so. Resp. Exhs. 3 and 4 purportedly are a charge and a complaint pertaining, counsel represented, to the subsequent discharge of Glaw-Flint. The limited relevance of the documents is to counter the assertion of Dewey F. Conley, financial secretary and executive officer of Local 213, in that the Employers kept their part of the amnesty agreement by not taking any reprisals against any of the strikers. By letter of October 20, 1982, I unsuccessfully requested Respondent's counsel to furnish copies. I have placed a copy of the letter, marked ALJ Exh. 1, in the exhibit folder for Respondent's exhibits. By his one sentenced letter of November 16, 1982, to me, Respondent's attorney states, "Please consider this as a request to withdraw the offer of Respondent's Exhibits 2, 3 & 4 into evidence." I shall receive the letter as ALJ Exh. 2. In view of the disposition I make of this case, I need not pass on counsel's withdrawal request.

I further object to the hearing as there have been charges filed before the National Labor Relations Board and those charges take precedence over this Local Union's Constitution and By-laws.

Section 3 of article XVI of Local 129's constitution and bylaws (G.C. Exh. 7), on trial board procedure, specifically provides that:

At the close of the evidence, the Executive Board shall decide by majority vote whether or not a violation has been found and shall affix such penalties as the Executive Board deems reasonable and proper.

Section 4a provides that any decision of the executive board "must be approved or rejected by the membership." An appeal procedure follows. The membership oath referred to earlier in the charges is contained in article XVII. In that oath the applicant states that she pledges her honor "before these witnesses to faithfully comply with the constitution, laws, and all amendments thereto" of the Local and the International.

Presumably Local 129 followed its trial board procedures. In the instant pleadings, Respondent admits that Local 129's president, Lorraine Scarsolita, presided over the trial committee of the June 2, 1981, proceedings and further admits that Hudgins and Morris were each fined the sum of \$516.56. The parties stipulated that Respondent fined Hudgins and Morris "because of their nonparticipation in the strike of March 2 to March 11, 1981."

## C. Resolutions

### 1. Agency

Witnesses called by the General Counsel were Dean Sooter from the United Brotherhood, G. A. "Pete" McNeil, a general representative of the United Brotherhood and the spokesman for the employer's committee during the bargaining sessions, Dewey F. Conley, Local 213's financial secretary and executive officer, Paul M. Dobson, the council's executive secretary and apparently the employers' spokesman on March 11, and Maxie Lee Ziesemer, who in 1981 was business representative of Local 129.<sup>4</sup>

Testifying as witnesses for Respondent Local 129 were Ziesemer, Mary Massey, a member of Local 129's negotiating committee, Peggy Glaw-Flint, another member of that committee, and Betty Sue Forrester, a member of the same committee, and, according to Ziesemer, also a member of Local 129's executive board.

Among those alleged by the General Counsel to be agents of Local 129 are Forrester, Glaw-Flint, and Massey. Respondent denied the agency status of these three. I find that Forrester, during all material times, was an agent by virtue of her being a member of the Union's executive board. Glaw-Flint and Massey present a different question. The evidence offered to show their agency

<sup>4</sup> Although counsel for the General Counsel did not expressly characterize the status for which they called Ziesemer as a witness, it is clear that she was called in the nature of an adverse witness.

status is the fact that they were members of Local 129's negotiating committee, that they at least participated in the March 11 discussions,<sup>5</sup> and, according to Ziesemer, had the same right as anyone to express themselves during bargaining and held the same authority as anyone to accept or reject a proposal. Ziesemer's testimony was more ambiguous than enlightening, and seems to have been delivered, while a witness for the General Counsel, in a manner designed to dilute her own authority and, therefore, Local 129's responsibility for her own statements, following her earlier testimony that she was in charge of bargaining on behalf of Local 129.

Ziesemer also testified that the strikers, apparently including Glaw-Flint and Massey, were the ones who drew up the language on the confidential secretary proposal.

The parties do not argue the agency issue in their briefs. Presumably the General Counsel and the Charging Parties rely on the agency of Glaw-Flint and Massey, as well as Billie Hackett (also a negotiating committee member)<sup>6</sup> in order to tie the Union to the internal union charges the two filed against Hudgins and Morris. Secondarily it appears that they rely on Glaw-Flint's agency status for the purpose of making an argument, to be discussed in a moment, relating to a meeting McNeil, Dobson, and Conley held with the clericals the following morning, March 12.

The Board has recently held that mere attendance as an employee observer at one bargaining session "without any evidence that he spoke on behalf of the Union or was authorized to do so," did not render the employee an agent of the union. *Taft Broadcasting Co.*, 264 NLRB 185 (1982). Here we have much more participation and authority than existed with the employee observer of *Taft Broadcasting*. Accordingly, I find that Glaw-Flint and Massey were in fact agents of Local 129 regarding the bargaining and the strike settlement. Therefore, when Glaw-Flint and Massey over a month later filed their internal union charges, Respondent bears responsibility for any violation of the strike settlement flowing from such filing. I would find Local 129 responsible for such charges in any event because, by proceeding with a trial on the charge and fining Hudgins and Morris, Respondent adopted the charges as its own.

## 2. The strike and contract settlement

On Wednesday, March 11, the parties were at the District Council's office with the Local 129 group in one room and the Employers' committee in another. Sooter conducted shuttle mediation between the groups.

From a composite of the testimony, I find that Respondent, through Ziesemer, offered to resolve the contract matter if the confidential secretaries, while not in

the bargaining unit, could be, at their option, members of Local 129, and if the Employers agreed not to take any reprisals against the strikers. Sooter carried this proposal to the Employers. Dobson told Sooter that was acceptable if Local 129 agreed to withdraw the unfair labor practice charges it currently had pending before the Board, and if the Union agreed not to take any reprisals against the employees who crossed the picket line and worked.

When Sooter relayed the Employers' response, Ziesemer remarked that she did not know about the no-reprisals on the part of Local 129 because that was an internal union matter. Glaw-Flint and Massey asked if that meant they could not file internal union charges against those who crossed the picket line. Sooter stated that he did not want any games played, that to settle things down after a strike the Carpenters union frequently had to relinquish the right to file internal union charges, that there were to be no reprisals, and that he wanted the matter consummated before he left town. Ziesemer asked her committee if they could live with it and they replied affirmatively. Ziesemer then told Sooter, "We have an agreement."

Based on Sooter's more persuasive demeanor, I credit his version. Although Sooter did not testify in rebuttal to Respondent's evidence that he told the Local 129 committee that what the secretaries did about internal union charges was the internal business of Local 129, Sooter's credited testimony implicitly denies such version. I do not credit Respondent's witnesses in this respect. Aside from the demeanor factor, it is inherently improbable either that Sooter would not bring back a counter condition from the Employers that there were to be no reprisals against the nonstrikers, or that Sooter, having presented it to Local 129's committee, would toss off the subject of potential charges against the nonstrikers as a private matter of Local 129. Glaw-Flint concedes that Sooter asserted that he wanted everyone to work together "and get along." It would be entirely inconsistent with Sooter's expressed goal of a settlement which would bring about industrial harmony for him to agree at the same time that the settlement would not preclude the strikers from filing internal union charges against the nonstrikers. The natural consequences of such charges would be to reopen old wounds and introduce hostility and dissension into the office working environment.

Sooter reported to the Employer group that they had an agreement, and McNeil then drove Sooter to the airport.

After Sooter and McNeil left for the airport, the parties met jointly and confirmed the settlement conditions: (1) confidential secretaries, while not in the unit, have the option of being members of Local 129; (2) Local 129 to withdraw its NLRB charges;<sup>7</sup> (3) no reprisals by either side against strikers or nonstrikers.<sup>8</sup>

<sup>5</sup> They apparently conducted them for awhile without Ziesemer the morning of March 11. According to Ziesemer, she was at the Board's Houston Regional Office that morning preparing to file more unfair labor practice charges against the Employers. Assuming that Ziesemer was absent in such respect, I nevertheless find that she was present during the phases of the strike-settlement discussion with Sooter and, after he and McNeil left for the airport, with the others.

<sup>6</sup> Ziesemer testified that Hackett crossed the picket line and worked during the strike. Oddly, Hackett is one of those who filed internal union charges against Hudgins and Morris.

<sup>7</sup> Ziesemer kept her word and did so by her March 13 letter to Region 23 (G.C. Exh. 14). The Regional Director approved the withdrawal request on March 24, 1981.

<sup>8</sup> The General Counsel and Respondent stipulated that at the time the Regional Director approved the withdrawal request of Local 129, the Region's case file contained no reference to the existence or nonexistence of an amnesty clause. The Charging Parties neither joined nor objected to the stipulation. I received the stipulation.

It is undisputed that in the joint meeting there was no express reference to internal union charges. The phrases used were "no repercussions" and "no reprisals."

Respondent argues that the "no reprisals" concept is restricted to mean that there was to be no expression of hostility on the job, but that such phrase, even if an amnesty agreement of "no reprisals" is found, does not cover internal union charges. This argument largely relies on Respondent's evidence that Sooter specifically told the Local 129 committee that what they did about internal union charges was their own business. I have rejected that testimony. To the extent Respondent argues that in any event the phrase "no reprisals" does not cover internal union charges, the law is otherwise, at least in circumstances here of parties desiring to reach a settlement providing for industrial peace. *Service Employees Local 250 (Associated Hospitals of the East Bay)*, 254 NLRB 834 (1981); *Service Employees Local 250 (Dameron Hospital Assn.)*, 248 NLRB 1390 (1980).

The next morning Dobson, McNeil, and Conley visited the Carpenters offices (at least those of the Council and the Local 213), reviewed the settlement conditions with the secretaries, and told them that they wanted everyone to work in harmony with no reprisals against either those who walked the picket line or those who crossed it and worked. Glaw-Flint made no statement that the settlement did not preclude the filing of internal union charges. Betty Sue Forrester, a member of Local 129's executive board in March, specifically testified that McNeil told the secretaries at Local 213, where she worked, that he wanted everyone to get along and "be one big happy family" and there would be no repercussions against either strikers or those who crossed the picket line and worked. Moreover, Forrester testified that all the secretaries at Local 213 agreed. There is no contention that anyone, specifically the Dobson-McNeil-Conley delegation, expressly referred to internal union charges. No one used that phrase. As I have found, however, that concept was encompassed within the oral bilateral agreement that there were to be no reprisals by either side.<sup>9</sup>

On March 18 Dobson and Ziesemer met before a Federal mediator and again confirmed the settlement conditions. On March 23, Ziesemer and representatives of each of the three employers signed their respective contracts (G.C. Exh. 15, p. 11).

#### D. Conclusion

I find that Respondent, as alleged, has violated Section 8(b)(1)(A) of the Act by charging and fining Patsy E. Hudgins and Joyce A. Morris.

#### IV. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices in violation of Section 8(b)(1)(A) of the Act, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

<sup>9</sup> As Dewey Conley, Local 213's financial secretary and executive officer, testified, it was "understood" by the "no reprisal" phrase that there were to be no internal union charges.

As it appears that Patsy E. Hudgins and Joyce A. Morris have paid their fines of \$516.56, the recommended Order shall include a provision that Respondent Local 129 refund their money to them and make them whole for interest lost on such payment of money. Interest shall be computed in accordance with *Florida Steel Corp.*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing Co.*, 138 NLRB 716 (1962).

#### CONCLUSIONS OF LAW

1. Carpenters District Council of Houston and Vicinity, a/w United Brotherhood of Carpenters and Joiners of America, and Carpenters Local No. 213, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Office and Professional Employees International Union, Local No. 129, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By charging Patsy E. Hudgins and Joyce A. Morris with violation of Respondent Local 129's constitution and bylaws, subjecting said members to an intraunion trial before a hearing officer, and fining said members each the sum of \$516.56, in contravention of the March 11, 1981, amnesty provision of the strike-contract settlement agreement between the parties, Respondent violated Section 8(b)(1)(A) of the Act.

4. The unfair labor practices described above in paragraph 3 affect commerce within the meaning of Section 2(6) and (7) of the Act.

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

#### ORDER<sup>10</sup>

The Respondent, Office and Professional Employees International Union, Local No. 129, AFL-CIO, Houston, Texas, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Violating Section 8(b)(1)(A) of the Act by charging members with violation of Respondent's constitution and bylaws, subjecting members to intraunion trial before a hearing officer, and fining members, in contravention of an amnesty provision of a strike-settlement agreement Local 129 has entered into with an employer.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Expunge all records of action heretofore taken which resulted in the fining of Patsy E. Hudgins and Joyce A. Morris, including without limitation, filing of charges, publicity of trial, and trial of June 2, 1981.

<sup>10</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(b) Inform, in writing, Patsy E. Hudgins and Joyce A. Morris that such action has been taken and that all records of such action will be and have been expunged.

(c) Post at its Houston, Texas, business office and at all meeting halls wherever located, copies of the attached notice marked "Appendix."<sup>11</sup> Copies of said notice on forms provided by the Regional Director for Region 23, after being duly signed and dated by Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted.

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<sup>11</sup> 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 Pursu-

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

(d) Furnish said Regional Director signed and dated copies of such notices for posting by Carpenters District Council and Carpenters Local No. 213, if they are willing, at places where they customarily post notices to employees-members.

(e) Notify the Regional Director for Region 23, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

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ant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.