

W. J. Holloway & Son and Local Unions 275 and 1305, United Brotherhood of Carpenters and Joiners of America, AFL-CIO. Cases 1-CA-27032, 1-CA-27554, and 1-CA-27618

May 11, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT
AND RAUDABAUGH

On July 11, 1991, Administrative Law Judge Stephen J. Gross issued the attached decision. Counsel for the Respondent filed exceptions, and counsel for the General Counsel resubmitted its brief to the administrative law judge in support of the judge's decision.

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

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order as modified.³

¹ We find, in agreement with the judge, that the Respondent's written, executed 1987 agreement with the Union is controlling, and that any contrary oral understanding between them, i.e., that the contract would apply only to the current job, could not be given effect because it would not merely explain or clarify but rather invalidate and nullify the parties' written agreement. *Beech & Rich, Inc.*, 300 NLRB 882 (1990).

² In agreeing with the judge's conclusion that the threat to picket was not unlawful, Members Oviatt and Raudabaugh rely solely on the fact that no charge was filed with respect to that threat. Chairman Stephens agrees with the judge's conclusion and his reliance on the Board's decision in *Laborers Local 1184 (NVE Constructors)*, 296 NLRB 1325 (1989).

³ The judge's recommended make-whole order, pursuant to his remedy, requires, inter alia, that the Respondent remit "to Local Unions 275 and 1305 the dues and fees it should have deducted from its employees' wages pursuant to the terms of the contract." The Board, however, does not order that a union be reimbursed for dues unless employees have individually signed dues-checkoff authorizations. *California Blowpipe & Steel Co.*, 218 NLRB 736, 754 (1975), enf'd. 543 F.2d 416 (D.C. Cir. 1976). See also *Rockwell Printing & Publishing Co.*, 231 NLRB 1215 at fn. 3 (1977). Accordingly, we have modified par. 2(a) of the judge's recommended Order to limit the dues reimbursement requirement to situations in which employees signed dues-checkoff authorizations. We have also modified his remedy to accord with this limitation and to further provide that if no checkoff authorizations were executed, no reimbursement of dues shall be required.

We shall also modify the judge's recommended Order to require the Respondent to make employees whole by reimbursing them for any expenses resulting from the Respondent's failure to make required benefit fund payments. See *Kraft Plumbing & Heating*, 252 NLRB 891 (1980). Interest on such amounts shall be paid in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, W. J. Holloway & Son, Boston, Massachusetts, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following as paragraph 2(a).

"(a) Make employees whole by making the benefit fund and other payments mandated by the 1989-1993 collective-bargaining contract that the Respondent failed to make, and by remitting to Local Unions 275 and 1305 the dues and checkoffs that employees through signed checkoffs authorized it to deduct from their wages, together with interest thereon, as provided in the remedy section of this decision."

2. Add the following as paragraph 2(b) of the Order and reletter the subsequent paragraphs.

"(b) Make whole unit employees by reimbursing them for any expenses resulting from the Respondent's failure to make required benefit fund payments, with interest."

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

APPENDIX

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

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

WE WILL NOT fail or refuse to adhere to the 1989-1993 collective-bargaining contract between the Eastern Massachusetts Carpenters, on the one hand, and, on the other, the Associated General Contractors of Massachusetts and various other associations of employers located in Massachusetts, and unless we make a proper and timely withdrawal, we will adhere to successor agreements.

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

WE WILL make employees whole by making the benefit fund and other payments mandated by the 1989-1993 collective-bargaining contract, together with interest thereon.

WE WILL make employees whole by reimbursing them for any expenses resulting from our failure to make required benefit fund payments, plus interest.

W. J. HOLLOWAY & SON

Kathleen McCarthy, Esq., for the General Counsel.
James W. Savage, Esq., of Newton, Massachusetts, for the Respondent.

DECISION

STEPHEN J. GROSS, Administrative Law Judge. A group of Carpenters local unions located in Massachusetts, including the Charging Parties, Locals 275 and 1305, are parties to collective-bargaining agreements with a group of associations of employers located in Massachusetts.¹ The Respondent, W. J. Holloway & Son, is a carpentry contractor engaged in the building and construction industry in Massachusetts.²

In February 1987 the Respondent signed an agreement by which, on the face of the agreement, the Respondent agreed to the terms of the collective-bargaining contracts then in force between the Carpenters and the employers' associations and to any successor contracts. The General Counsel contends that on several occasions the Respondent refused to abide by such collective-bargaining contracts and that, by those refusals, the Respondent violated Section 8(a)(1) and (5) and Section 8(d) of the National Labor Relations Act (the Act).

For the reasons discussed below, my conclusion is that the Respondent did violate Section 8(a)(1) and (5) of the Act.

A. Procedural Background

Local 275 filed its charge in Case 1-CA-27032 on January 31, 1990. The complaint in that proceeding issued on March 21, 1990. During the course of the hearing on July 30, 1990, the parties entered into a settlement agreement, with the Respondent agreeing to post a specified notice and to take certain other affirmative actions. I approved the agreement. Then on November 6, 1990, the General Counsel moved to set aside the settlement agreement and to consolidate Case 1-CA-27032 with Cases 1-CA-27554 and 1-CA-27618. The Respondent did not file a response, and I granted the General Counsel's motion by order dated November 19, 1990.

Case 1-CA-27554 began with a charge filed by Local 275 on August 15, 1990. The complaint in that proceeding issued on October 10, 1990. Local 1305 filed its charge, in 1-CA-27618, on September 12, 1990. The complaint issued on October 18, 1990.

I held a hearing in the matter in Boston on March 6, 1991. At the hearing I granted a motion by counsel for the General Counsel to amend the complaint in Case 1-CA-27032.

B. The 1987 Agreement

Sometime in late 1986 or early 1987 the Respondent began work as a subcontractor at a site in Wrentham, Massachusetts. Its employees on the job were not members of any union and the Respondent had no agreement with any union except, perhaps, with respect to work in Boston.

The general contractor at the site was operating pursuant to a collective-bargaining contract with the Carpenters. That contract permitted the general contractor to subcontract work

only to employers that were parties to collective-bargaining agreements with the Carpenters.³ After the Respondent had completed about one-third of its contracted work at the Wrentham site, an official of the general contractor met with the Respondent's president, Willie Holloway, and discussed that contractual obligation. (I will henceforth use "Holloway" to refer to the individual, Willie Holloway.) At least in part because of threats by the Carpenters to picket the jobsite, the general contractor made it plain that, as far as it was concerned, the Respondent could not continue work on the job unless the Respondent signed up with the Carpenters. Meanwhile an agent of Local 275, during visits to the jobsite, directly demanded of the Respondent that it enter into a collective-bargaining relationship with the Carpenters.

The Respondent was thus presented with a situation in which it would either have to leave the job, at considerable financial loss, or sign with the Carpenters. The Respondent chose the latter route when, according to Holloway's unrebutted testimony the Carpenters' business agent told Holloway that the Respondent could enter a collective-bargaining relationship with the Carpenters just for that one project in Wrentham. It was on that basis, Holloway testified, that he signed a one-page agreement that included the following provisions:

Agreement made this 1 day of February, 1987 by and between W.J. Holloway & Son Co. . . . (herein referred to as the "Employer") and Local Unions . . . 275 . . . 1305 . . . each affiliated with the United Brotherhood of Carpenters and Joiners of America (herein referred to as the "Unions").

Whereas the Unions have collective bargaining agreements in the industry with [named employer associations] (herein referred to as the "Employers").

Now, therefore, the parties mutually agree as follows:

1. The undersigned employer accepts the collective bargaining agreements between the Employers and the Unions and becomes one of the parties thereto, and agrees to abide by all of their terms and conditions. The collective bargaining agreements, their amendments, and any such successive agreements which may subsequently be negotiated are incorporated herein with the same force and effect as though said agreements were set forth herein at length.

2. The life of this Agreement shall be co-extensive with the terms set out or as they shall be set out from time to time in the collective bargaining agreements between the Employers and the Unions and shall continue in effect unless either party gives notice of termination of a particular collective bargaining agreement in accordance with the applicable notice provision contained therein. In the event neither party thereto gives timely

¹I will refer to those local unions collectively as "the Carpenters." For a listing of all the local unions involved, see fn. 4.

²The Respondent admits that it is an employer engaged in commerce for the purposes of the Act and that Locals 275 and 1305 are labor organizations within the meaning of the Act.

³As the record herein shows, the Carpenters' collective-bargaining agreements typically provide that, "except for filed sub-bids, the employer agrees that he will not subcontract any work covered by this Agreement which is to be performed on the jobsite except to contractors who are parties to a collective-bargaining agreement with the Union." ("Filed sub-bids" are when a contractor subcontracts bids directly to the awarding authority; you know, the prison authority or any state agency, not through the general contractor." Witness Benjamin at Tr. 15.)

notice of termination with respect to a collective bargaining agreement, then such agreement shall remain in effect until a successor agreement is entered into. . . .

5. The collective bargaining agreements between the Employers and the Unions provide among other things for contributions to Health and Welfare Funds, Pension Fund, Annuity Fund, Apprentice and Training Funds and the Employer agrees to be bound by the terms of the respective Agreements and Declaration of Trust.

I will henceforth refer to this agreement as “the 1987 agreement.”

As of the date of execution of the 1987 agreement, Local 275 and Local 1305 each were parties (along with other Carpenters locals) to a collective-bargaining contract with various of the employer associations named in the agreement.⁴

Both of the contracts were for the period June 1, 1986, through May 31, 1989, and both contracts clearly were “collective-bargaining agreements between the Employers and the Unions” as referenced in paragraph 1 of the 1987 agreement.

Those two 1986–1989 collective-bargaining contracts were succeeded by a contract between the employer associations, on the one hand, and, on the other, both Local 275 and Local 1305 (along with other Carpenters locals) that became effective in June 1989 and remains in effect until May 1993 (hereafter the 1989–1993 contract). The 1989–1993 contract is unambiguously “successive agreement” within the meaning of the 1987 agreement.

The collective-bargaining contracts, of course, covered “employees engaged . . . in the building and construction industry,” and the Carpenters locals are labor organizations “of which building and construction employees are members,” within the meaning of Section 8(f) of the Act.

Prima facie, therefore, the Respondent was bound by the 1986–1989 and 1989–1993 collective-bargaining contracts. E.g., *Reliable Electric Co.*, 286 NLRB 834, 835–836 (1987).

Respondent, however, contends on various grounds that the 1987 agreement should not be construed to bind the Respondent to the 1989–1993 collective-bargaining contract.

As far as the facts go, the Respondent’s strongest argument is that the union representative who presented the 1987 agreement to Holloway told Holloway that it would only apply to the job the Respondent then had underway. I credit Holloway’s testimony to that effect. But the words of the 1987 agreement that Holloway signed directly conflict with the oral statement of the union representative about the temporary effect of the agreement. Holloway had to have been aware of that if he read the agreement before he signed it.

⁴ Carpenters locals referred to in the 1987 agreement, in addition to Locals 275 and 1305 are: 41, 48, 49, 56, 107, 108, 111, 260, 402, 424, 475, 535, 595, 624, 815, 1121, and 2168. The employer associations to which the agreement referred include: the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers Association of Boston and Eastern Massachusetts, Inc., the Worcester General Building Contractors Association, the South-eastern Massachusetts General Contractors Association, and the Labor Relations Division of the Construction Industries of Massachusetts. The Respondent admits the status of the Associated General Contractors of Massachusetts, Inc., et al., as employer associations which exist for the purpose of negotiating and administering collective-bargaining agreements on behalf of their employer members.

And if he did not read it, he should have. I accordingly conclude that that oral understanding does not limit the applicability of the 1987 agreement. See *Beech & Rich, Inc.*, 300 NLRB 882 (1990) (written contract, not oral agreement, controls, since the oral understanding “would not merely explain or clarify the parties’ intent regarding visions of the . . . agreement but would instead invalidate and nullify the written agreement”).

As for the applicability of the 1989–1993 contract, the Respondent could have avoided its effect by giving timely notice to the Carpenters (as, indeed, par. 2 of the agreement specifies). But the Respondent did not so.⁵

At the time Holloway signed I the agreement he was not shown, nor had he otherwise seen, any of the collective-bargaining contracts to which the agreement referred. Because of that, because the 1987 agreement merely refers to then-existing collective-bargaining contracts without describing their contents, and because the agreement refers to documents not yet in existence when the agreement was executed (that is, to successor collective-bargaining contracts), the Respondent contends the 1987 agreement is invalid. But the circumstances that obtained at the time of the agreement’s execution by the Respondent are altogether commonplace in the building and construction industries, as are the terms of the agreement. See, e.g., *Consumers Asphalt & Concrete Co.*, 295 NLRB 749 (1989).

Finally, the Respondent argues that the Carpenters “coerced” it into signing the 1987 agreement. But all the Carpenters did was to insist that the general contractor live up to the terms of its collective-bargaining agreement, to urge that the Respondent enter into a collective-bargaining relationship with the Carpenters, and to threaten to picket the jobsite if the general contractor and the Respondent did not. From the viewpoint of the Respondent that may indeed amount to coercion. But those communications by the Carpenters were not unlawful. See *Laborers Local 1184 (NVE Constructors)*, 296 NLRB 1325, 1328 (1989).

In sum, I concluded that the Respondent was, and is, bound by the terms of the 1986–1989 and 1989–1993 collective-bargaining contracts referred to above.

C. The Respondent’s Failure to Abide by the Collective-Bargaining Agreements

1. The Respondent’s work in Concord, Massachusetts

It is undisputed that the Respondent engaged in acoustical work as a subcontractor at the state prison in Concord during the years 1989 and 1990. Concord comes within Local 275’s geographic jurisdiction, and the acoustical ceiling work done by the Respondent comes within the “trade autonomy” of the Carpenters. Accordingly the work was covered by the

⁵ In March 1990 Local 275 received a letter that purported to be from an attorney acting on behalf of the Respondent. The letter advised that the Respondent intended to withdraw from the 1986–1989 agreement as of May 31, 1990. But: (1) the contract to which the letter referred was no longer in effect; (2) the letter was not timely as respects the 1989–1993 contract; and (3) for reasons I specified at the hearing, I did not admit the letter into evidence.

1989–1993 contract to which the Respondent is a party by virtue of the 1987 agreement.⁶

Some, perhaps all, of the persons who did the work for the Respondent at the prison were not members of Local 275 even though the 1989–1993 contract requires that all of its unit employees “become and remain members of [the Carpenters] in good standing”; the Respondent never made any fringe benefit or other payments to the Carpenters as mandated by articles XVI, XVII, and XVIII of the 1989–1993 contract; and the Respondent failed to remit any of the dues and fees that the contract specifies that employers should deduct from employee wages.

The Respondent’s position, as advanced at the hearing by Holloway, is that the Respondent had no employees of its own at the site. Rather, Holloway claimed, subcontractors of the Respondent handled the labor part of the work (and only the labor part). Thus, the Respondent argues, it had no payments to make under the collective-bargaining contract.

I consider the Respondent’s position in the matter to be utterly unconvincing.

For openers, the 1989–1993 contract permits the Respondent to subcontract work within the jurisdiction of the Carpenters only to companies that are, or become, parties to the contract. It is undisputed that, if the Respondent really had any such subcontracts, its subcontractors were not parties to the contract.

But that is beside the point, because Holloway’s testimony that the Respondent had no employees on the site was entirely unbelievable. Holloway pointed to no written subcontract and could not even describe any oral subcontract except in the vaguest kind of way. Indeed, Holloway did not know, he said, who it was who did employ the persons who actually did the work that the Respondent had contracted to do.

Finally, even assuming, *arguendo*, that the Respondent really did have contracts with one or more entities by which those entities provided the Respondent’s labor force, the Respondent was the employer of those “acoustical ceiling guys” (as Holloway referred to them) since they were supervised by agents of the Respondent and used materials that the Respondent supplied to them.

Because the Respondent, at the Concord prison site, employed employees who engaged in work covered by the 1989–1993 contract, because the Respondent is a party to that contract, and because the Respondent did not make the benefit fund and other payments required by that contract or deduct and remit the required dues and fees, I conclude that the Respondent violated Section 8(a)(1) and (5) of the Act.

2. The Respondent’s work at the Nantucket water treatment plant

In the summer of 1990 the Respondent became a subcontractor at a water treatment plant on Nantucket. The general contractor for the project was Westcott Construction. The Respondent’s subcontract was for the installation of drywall and ceilings. Nantucket is within the geographic jurisdiction of Local 1305, and the installation of drywall and ceilings is covered by the 1989–1993 contract. Nonetheless, the Re-

⁶The Respondent’s work at the Concord prison was conducted pursuant to two separate contracts with the State.

spondent did not make the benefit fund and other payments required by that contract.

Again, Holloway testified that the Respondent had no employees at the site—that all of the work done under the Respondent’s subcontract was handled by employees of companies to which the Respondent subcontracted out the labor portion of the work. And again, in respect to the Respondent’s work at the Concord prison site, I find that Holloway’s testimony was not credible and that: (1) the persons who were doing the work called for by the Respondent’s subcontract with Westcott were employees solely of the Respondent; and (2) assuming, *arguendo*, the Respondent did subcontract out the labor portion of its subcontract with Westcott, (a) the Respondent violated its obligations under the 1989–1993 contract since such subcontractors were not parties to the 1989–1993 contract, and (b) the persons who did the work called for by the Respondent’s subcontract with Westcott nonetheless were employees of the Respondent since they were supervised by agents of the Respondent.

Indeed the evidence is even more compelling in respect to the Nantucket project than in respect to the Concord work: The record contains authorization cards signed by persons doing carpentry work at the Nantucket site which cards list “W. J. Holloway” as the “employer”; and payroll records that the Respondent submitted to Westcott list several named persons as Respondent’s “employees” at the site (some of whom were in turn, designated on the payroll records as “carpenters”).⁷

I conclude that the Respondent violated Section 8(a)(1) and (5) of the Act by failing to comply with its obligations under the 1989–1993 contract in respect to its work in 1990 as a subcontractor at the Nantucket water treatment plant.

3. The Respondent’s work at the Harbor Terrace housing project

In 1990 the Respondent began work on a subcontract at the Harbor Terrace housing project in Fall River, Massachusetts. Peabody Construction is the general contractor there. Fall River is within the geographic jurisdiction of Local 1305, and at least some of the work called for by the Respondent’s subcontract with Peabody is the kind of work covered by the 1989–1993 contract.

Again, Holloway testified that the Respondent used no employees at the site, that the Respondent subcontracted out to other entities all of the labor called for by its contract with

⁷There are hearsay issues associated with both the authorization cards and the payroll records. (There was no testimony from the persons who signed the cards, from anyone who saw the cards being executed, from any Westcott employee (regarding the payroll records), or from any Holloway employee who was familiar with the payroll records.) But because of various considerations discussed at the hearing, including the Respondent’s failure to comply with a General Counsel subpoena *duces tecum* covering documents relevant to the Respondent’s work at the jobsites discussed in this decision and which plainly were, or should have been, in the Respondent’s possession (such as payroll records), I admitted the cards and payroll records that Local 1305 had obtained into the record and deem them to be evidence that the persons named therein were in fact employees of the Respondent. In any case, even were such documents excluded from the record, I would nonetheless find that the Respondent employed, at the Nantucket jobsite, employees doing work within the scope of the 1989–1993 contract.

Peabody. And again, for precisely the same reasons discussed in connection with the Respondent's work at the Concord and Nantucket sites, I conclude that the persons who did the carpentry work by which the Respondent met its obligations under its subcontract with Peabody were employees of the Respondent.⁸

Since none of the Respondent's employees at the Harbor Terrace project were, or became, members of the Carpenters, since the Respondent did not make the benefit fund and other payments required by the 1989–1993 contract, and since the Respondent neither deducted from its employees' wages, nor remitted, the appropriate dues and fees, I conclude that the Respondent violated Section 8(a)(1) and (5) of the Act.

The General Counsel urges that there was an additional failure by the Respondent to comply with its contractual obligations to the Carpenters in respect to the Harbor Terrace project in Fall River. Article V of the 1989–1993 contract requires that employers "give preference in the employment of the majority of their carpenters to those who normally work in the geographical area for which each agent [i.e., local union] is responsible." Yet the payroll records from the Harbor Terrace project show that none of the carpenters whom the Respondent employed at the project live within Local 1305's geographic jurisdiction, and that some live a considerable distance from Fall River (Lowell, for instance).

The question, however, is not where those carpenters live but, rather, where they "normally work." Since there is nothing in the record about that, I am not in a position to find that the Respondent failed to comply with article V of the 1989–1993 contract.

Unit Issues

The complaints allege the following unit is appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by the Respondent performing carpentry work as defined [in the 1989–1993 contract] but excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

In its answers the Respondent denied those unit allegations. But the Respondent did not further refer to the unit issue either at the hearing or in its brief.

By Holloway's execution of the 1987 agreement, the Respondent agreed that those of its employees doing carpentry work, as that term is defined by collective-bargaining contracts referred to in the agreement, would be represented by the Carpenters. The unit that the complaints allege to be an appropriate unit accordingly is identical to the contractual unit (except that the contractual unit may include certain supervisors). And an agreed-on unit will not be upset unless it is clear that it contravenes an express provision of the Act or established Board policy. See, e.g., *Harvey Russell*, 145 NLRB 1486, 1488 (1964). Since the alleged unit does neither, I find it to be a unit appropriate for the purposes of collective bargaining.

⁸Payroll records relevant to the Harbor Terrace project presented evidentiary issues similar to the documents related to the Nantucket project, and my rulings were the same.

I further find that, for at least the period February 11, 1987, to May 31, 1993, the Carpenters have been, and will be, the exclusive collective-bargaining representative of the unit.

REMEDY

There is no evidence that the wages that the Respondent paid its carpentry employees were less than those specified in the 1989–1993 contract. But the record does show that the Respondent, in respect to the Concord, Nantucket, and Fall River projects referred to earlier, has failed either to make the benefit fund or other payments called for by the contract or to remit to Locals 275 and 1305 the dues and fees that it should have deducted from employees' wages pursuant to the terms of the contract.

The recommended Order requires the Respondent to remit Locals 275 and 1305 such dues and fees, with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). As for the benefit fund and other payments, the determination of which such payments the Respondent should have made and the amounts necessary to remedy the Respondent's failure to comply with its contractual obligations in this respect will be left to the compliance stage. See *Merryweather Optical Co.*, 240 NLRB 1213 (1979).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

The Respondent, W. J. Holloway & Son, Boston, Massachusetts, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to adhere to the 1989–1993 collective-bargaining contract between, on the one hand, Local Unions 275 and 1305 of the United Brotherhood of Carpenters and Joiners of America, AFL–CIO, and various other Carpenters locals located in Massachusetts, and, on the other hand, the Associated General Contractors of Massachusetts and various other associations of employers located in Massachusetts, and to successor contracts unless the Respondent effects proper and timely withdrawal therefrom.

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

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

(a) Make employees whole by making the benefit fund and other payments mandated by the 1989–1993 collective-bargaining contract that the Respondent failed to make, and by remitting to Local Unions 275 and 1305 the dues and fees it should have deducted from its employees' wages pursuant to the terms of the contract, together with interest thereon as provided in the remedy section of this decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records

⁹If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

and reports, and all other records necessary to determine the amounts due under the terms of this Order.

(c) Post at its facility in Boston, Massachusetts, and at its jobsite at the Harbor Terrace project in Fall River, Massachusetts (if the Respondent remains engaged in construction there), copies of the attached notice marked "Appendix."¹⁰

¹⁰If 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."

Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.