

**Western New York Society for the Protection of Homeless and Dependent Children, Inc., d/b/a Randolph Children's Home and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Amalgamated Local #55.** Case 3-CA-16322

October 29, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT  
AND RAUDABAUGH

On April 13, 1992, Administrative Law Judge Raymond P. Green issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed exceptions, a supporting brief, and an answering brief.

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 briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order as modified.

AMENDED REMEDY

In adopting the judge's finding that the Respondent violated Section 8(a)(5) and (1) of the Act by discharging employee Robert Reynolds pursuant to enforcement of a unilaterally revised work rule, we shall modify the judge's recommended remedy.<sup>2</sup>

The judge recommended the Board's traditional reinstatement and make-whole remedy for "any employees" unlawfully discharged in violation of Section 8(a)(5). However, the judge explicitly excluded Reynolds—the only employee whose discipline under the revised rule was litigated in this proceeding—from the scope of his recommended Order, leaving to a compliance proceeding the issue of whether Reynolds himself is entitled to reinstatement and backpay. Given our unfair labor practice finding as to Reynolds, we shall order that he be offered reinstatement and made whole for his losses. The Respondent has the opportunity in compliance to avoid its remedial obligation to Reynolds by demonstrating that it would have discharged him even absent his violation of the unilaterally pro-

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

<sup>2</sup> Because the implementation of the rule itself constituted a violation of Sec. 8(a)(5), we shall additionally require the Respondent to bargain, on request, with the Union over any future rule changes.

mulgated rule. *Boland Marine & Mfg. Co.*, 280 NLRB 454 (1986), and *Great Western Produce*, 299 NLRB 1004, 1005 fn. 10 (1990).<sup>3</sup>

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Western New York Society for the Protection of Homeless and Dependent Children, Inc., d/b/a Randolph Children's Home, East Randolph, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraphs 2(a) and (b).

"(a) Rescind and cease giving effect to the rule requiring, without exception, staff to notify a supervisor whenever they take residents off grounds and, on request, bargain with the Union about any future rule changes.

"(b) Offer immediate and full reinstatement to Robert Reynolds and any other employees who have been disciplined or discharged pursuant to the rule described above to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered in the manner set forth in the remedy section of the judge's decision."

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

<sup>3</sup> The judge stated that the General Counsel agreed to leave for compliance the remedial issues of reinstatement and backpay for Reynolds. The General Counsel contends that she did not so agree. Without resolving this issue, we believe that Respondent was not given a full and fair opportunity to litigate these remedial matters. Thus, Respondent may raise them in a compliance proceeding. However, consistent with the cases cited above, there can be no relitigation concerning the finding that a reason for Reynolds' discharge was his violation of the unlawful rule. The compliance litigation will focus on whether the Respondent can establish that Reynolds would have been discharged in any event for other reasons. We disavow the judge's remark that it is "hard for [him] to imagine" how the Respondent could meet that burden.

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 promulgate and enforce, without notifying and bargaining with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Amalgamated Local #55, the rule requiring, without exception, staff to notify a supervisor whenever they take residents off grounds.

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

WE WILL rescind and cease giving effect to the aforesaid rule and WE WILL bargain collectively on request with the Union with respect to new rules and changes to existing rules, as the exclusive representative of the employees in the appropriate unit.

WE WILL offer immediate and full reinstatement to Robert Reynolds and any other employees who have been disciplined or discharged pursuant to the rule described above to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and WE WILL make them whole for any loss of earnings and other benefits suffered in the manner set forth in the remedy section of the judge's decision.

WE WILL remove from our files any reference to any discharges or other disciplinary actions taken pursuant to the aforesaid rule and notify the employees in writing that this has been done and that the discharges or discipline will not be used against them in any way.

WESTERN NEW YORK SOCIETY FOR THE  
PROTECTION OF HOMELESS AND DE-  
PENDENT CHILDREN, INC., D/B/A RAN-  
DOLPH CHILDREN'S HOME

*Mary Thomas Scott Esq.*, for the General Counsel.

*Martin Idzik, Esq.*, for the Respondent.

*Geri Ochocinska*, International Representative, on behalf of the Charging Party.

## DECISION

### STATEMENT OF THE CASE

RAYMOND P. GREEN, Administrative Law Judge. This case was tried in Randolph, New York, on December 18 and 19, 1991. The charge and amended charges were filed on May 21 and June 6 and 27, 1991. The complaint was issued on July 5, 1991. In relevant part, the complaint alleged that on or about January 30, 1991, the Respondent without offering first to bargain with the Union, unilaterally changed a work rule which thereafter resulted in the discharge of an employee named Robert Reynolds.<sup>1</sup>

<sup>1</sup> At the hearing, the Respondent offered to settle all of the other allegations of the complaint. As the Charging Party indicated its desire to settle those aspects of the complaint, I approved the settlement over the objection of the General Counsel. In this respect, the settlement agreement provided for a full remedy for the allegations resolved. I also note that those allegations, (involving other alleged

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

### FINDINGS OF FACT

#### I. JURISDICTION

The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

#### II. ALLEGED UNFAIR LABOR PRACTICES

The employer operates a residence facility which houses and provides various social services for children and teenagers who are its involuntary guests.

After a Board-conducted election, the Union was certified on January 5, 1990, as the exclusive collective-bargaining agent in the following described unit.

All full-time and regular part-time child care workers and recreational assistants employed by the Respondent at its East Randolph, New York facility; excluding all kitchen, maintenance and housekeeping employees, unit supervisors, and all professional employees, guards and supervisors as defined in the Act.

The facility is broken down into 4 units each having about 16 to 18 children and each staffed by a supervisor and child care workers. One of the units (unit 4) houses girls. Robert Reynolds, a child care worker, was assigned to unit 1 which had boys aged 14 to 18.

The record indicates that prior to the Union appearing on the scene, there was a rule or practice which required that child care workers obtain permission before taking residents off grounds unless permission had already been given for regular recurring events, (such as music lessons, church attendance, etc.). In the latter case, the child care worker merely had to notify some other member of the staff that he or she was taking a resident or residents off grounds and permission from a supervisor was not required before each trip. In all other cases, according to Jeanette Sherlock, a child care worker had to get permission from a supervisor before taking residents off grounds. (This might be for example, a nonscheduled trip to the shopping mall.)<sup>2</sup>

There is no dispute that at some point in 1991 the employer changed its rule to require that child care workers had to notify a supervisor in all instances when they took children off grounds, irrespective of whether prior permission had been granted for such a trip. There is also no dispute

(unilateral changes and refusals to furnish information) were not related to the allegation that was left for litigation.

<sup>2</sup> The granting or denying of permission to go off grounds was related in part to whether a particular child was behaving or not behaving. For example, a resident who breached certain rules might be denied permission to go off grounds to participate in certain sport activities. Accordingly, the issue of who and when children were allowed to go off grounds was, in part, related to the disciplinary procedures applicable to the residents.

that this change was unilaterally made without prior notification to the Union.<sup>3</sup>

On February 14, 1991, Robert Reynolds was fired for various reasons including his breach of the new rule. In the letter discharging him, Reynolds was told:

On January 30, 1991 you were informed in a supervisory conference that you must inform a supervisor when taking a resident off grounds. This supervisory conference was held as a result of you having taken a resident off grounds without permission on January 15, 1991. Following the January 30th conference you took a resident off grounds without supervisory permission on February 4, 1991.

As a result of the above incidents and your prior work record, your employment at Randolph Children's Home is being terminated effective immediately.

By letter dated February 19, 1991, Reynolds requested a formal grievance hearing regarding his termination. As to the incident precipitating the discharge, Reynolds admitted that he had failed to notify a supervisor while stating that this was an oversight regarding a new rule promulgated only a couple of weeks before. He stated:

The letter states that on 1/15/91 I took a resident off grounds without permission. I clearly had permission to accompany 8 unit residents to a church league basketball game in Jamestown, if the unit was stable and there was enough staff coverage on the unit. There were 8 boys left on the unit with 2 staff and all were being compliant to unit expectations. On 1/30/91 during a team meeting all staff were informed of new unit procedure of notifying a supervisor prior to going off grounds with residents. On 2/4/91 I receive a phone call in the Volunteer Fire Dept requesting the presence of a unit resident to attend a meeting. I checked this out with his Jr. firefighter advisor and agreed he could go. Three staff were on the unit and all agreed that the youth should go to his meeting. One staff walked a few boys to the pool for Rec and was requested to return to the unit while I transported the youth to his meeting. Two other youths accompanied me requesting to stop at the store. I transported the youth to his meeting, stopped at Quality Market and returned to the Unit in approx 15 min. The other staff then reported to the Rec Center to return the youths from Rec. activity.

Upon being questioned on this infraction by my supervisor, I admitted that I simply forgot to notify a supervisor prior to transporting the residents off grounds. I explained that with the new unit procedure not quite a week old and not being the normal routine, I felt the oversight understandable on my part as well as the

other unit staff as none of them remembered that evening.

The issues in this case involve: (1) When was this rule change made and when was it clearly communicated to the employees; (2) did the Union waive its right to bargain about the rule; and (3) what remedy is appropriate if the employer violated Section 8(a)(5) of the Act.

The Employer contends that during the negotiations the Union, in effect, waived its right to bargain over work rule changes. I do not agree.

The Union was certified as the bargaining agent on January 5, 1990, and negotiations for a first contract began on February 27, 1990. Numerous sessions were held thereafter during 1990 and 1991. At a number of the meetings the Employer proposed specific work rules, relating to smoking and time clock rules, which it wanted included in any collective-bargaining agreement that might be reached. The Union for its part, rejected the particular rules proposed and suggested that it might be preferable to negotiate a contract wherein the Employer would have the right to establish reasonable work rules which would be subject to a grievance and arbitration procedure in the event that the Union had objections to any specific rule change made during the term of the contract.

Clearly the Union's position at the bargaining table regarding rulemaking during the life of any agreed-upon contract, with a concomitant procedure to resolve disputes involving the reasonableness of any rules, does not constitute a waiver by the Union as to any and all rules changes made either during negotiations or after a contract was executed. Accordingly, I do not construe the Union's remarks made at the bargaining table as constituting a waiver as contended by the Respondent.

The Employer argues that the rule in question was promulgated on August 20, 1990, and that it was communicated to the employees no later than early September 1990. Respondent therefore contends that the charge was untimely under Section 10(b) of the Act, inasmuch as it was filed on May 21, 1991, more than 6 months after the alleged unilateral change.

John Hoffman, the employer's child care coordinator, testified that he was the person who initiated the rule. He states that there was an incident where a staff member had taken residents off grounds to chop logs and even though earlier permission had been given by a supervisor, the staff member took different residents than those who had permission, including one resident who was blind in one eye and was chopping logs without safety glasses. According to Hoffman, at the August 28, 1990 supervisor's meeting, he told the three other supervisors of change. (At that time Hoffman was also acting as the supervisor of unit 1.) In this regard, Hoffman's notes dated August 28, 1990, at item 5 state:

Taking residents off grounds must notify a supervisor on duty. Supervisors present at the meeting were Dale Wadsworth, of Unit 2, Fred Jacobson of Unit 3 and Sam Passamonte of Unit 4. Told the supervisors to let their staffs know of change at weekly team meetings.

According to Hoffman, the procedure before August 28 was that child care workers had to notify someone if they were leaving the grounds, but they could simply let another staff member know that they were taking the residents either

<sup>3</sup>Employee work rules and particularly those that can lead to disciplinary actions constitute mandatory subjects of bargaining. As such the general rule is that an employer may not, without violating the Act, make or change work rules without notifying a union that represents its employees and giving it an opportunity to bargain. *Southern Florida Hotel Assn.*, 245 NLRB 561 (1979). Accordingly, I am not called on to decide whether the rule change was good, bad, or indifferent. Whether the rule change was intended to accomplish a worthwhile result is not relevant to this case.

to scheduled or nonscheduled events off grounds. He states that the rule change was made because he wanted a supervisor notified as to any residents being taken off grounds. There is no indication in Hoffman's August 28 memorandum, nor anywhere else, as to what discipline would be imposed in the event that employees breached the rule.

According to James J. Langham (now a supervisor), he was a child care worker in August 1990. He testified that some time at the end of summer and before school, Hoffman notified the employees in unit 1 that from then on, they would have to notify a supervisor and get permission to take anybody off the grounds for any reason. Langham testified that he believed that this notice was given at a team meeting of unit 1. Reynolds testified, however, that he was not aware of the changed rule until January 30, 1991, when he received a written notice of the change. Curiously, Hoffman did not testify about giving notice of the rule change to the employees in his unit. Sam Passamonte testified about the August 28 supervisor's meeting and stated that he passed the word on to the employees in unit 4. Passamonte's notes dated September 6, 1990, state:

Discussed leaving grounds and notifying supervisor, Mark, or Hoff. John says quite often none of the above are available and asked, "what to do"? I told him to notify other units and leave a note on the door.

Similarly the notes of Dale A. Wadsworth, supervisor of unit 2, indicate that the supervisors were told at the August meeting that staff were to notify a supervisor before taking anyone off grounds, but that if no supervisor was present, to notify a senior (nonsupervisory) child care worker. Wadsworth testified that he believed he notified his unit of this change on September 12, 1990. And in this regard, he states that the notes of his team meeting dated September 12 state; "If you go off grounds notify supervisor on duty. (Even if you go to town.)"

It should be noted that the rule change was one of a number of items discussed at the supervisor's meeting on August 28. Also, the record shows that when the supervisors passed the change on to the employees they did so either individually or at group meetings where many other issues were discussed. As far as this record indicates, the first written notice given to the employees regarding the rule was on January 30, 1991. Thus, on that date Reynolds received from Supervisor Klingensmith a memorandum stating, among other things:

Staff must inform a supervisor when he/she is taking Residents off grounds.

It is apparent to me that although some change was made in the rules in August 1990, it was not made clear exactly what that change entailed. Thus, Hoffman asserts that child care workers were required as of September 1990 to notify a supervisor whenever taking residents off grounds for any reasons and irrespective of whether the activity had previously been approved. On the other hand, the other supervisors testified that they understood the rule to mean that while staff should notify supervisors, they also instructed employees that if a supervisor was not available the child care workers could notify other employees who were present at

the facility. (That is, that there would be occasions when a supervisor would not be notified.)

In the case of Reynolds, whose discharge was motivated in part because of his breach of an off grounds rule, it seems to me that the version of the rule that he received on January 30, 1991, was somewhat different from the rule that the Company asserts was changed in August 1990 and communicated to the employees either in August or September. Thus, in the version he received, there are no exceptions of any kind to the requirement that a child care worker must notify a supervisor before leaving the grounds with residents.

In short, I conclude that if the rule was changed in August 1990, the rule change which precipitated Reynolds's discharge was not unambiguously transmitted to the employees until January 30, 1991, when it was reduced to writing and distributed. As it is concluded that notice of a changed rule to the employees (and therefore to the Union) was unclear and ambiguous, I cannot conclude that the unfair labor practice charge is barred by Section 10(b) of the Act. *Fountain Valley Regional Hospital*, 297 NLRB 549 (1990).

#### CONCLUSION OF LAW

By unilaterally implementing a rule requiring employees, without exception, to notify supervisors whenever they take residents off grounds and by discharging Reynolds for breach of this rule, without prior notification to and bargaining with the Union, the Respondent has violated Section 8(a)(5) and (1) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

An issue here is whether as part of the order, I should recommend that the Respondent reinstate Reynolds with backpay or whether I should defer that determination to the compliance stage of the proceedings.

Where the imposition of a unilaterally promulgated rule leads to a discharge, the Board in remedying this type of 8(a)(5) violation, can order reinstatement and backpay. Thus in *Boland Marine & Mfg. Co.*, 280 NLRB 454, 455 (1986), the Board stated:

Accordingly, we find that the General Counsel was required only to demonstrate that a claimant was discharged pursuant to the unilaterally promulgated rules. If that was shown, the burden shifted to the Respondent to demonstrate that prior to July 1975 its supervisors discharged or disciplined employees for similar conduct. The General Counsel may rebut such a showing by a variety of means, including that the Respondent had been inconsistent in the implementation of its disciplinary practices.

In *Great Western Produce*, 299 NLRB 1004 (1990), the Board, in finding that certain discharges were violative of Section 8(a)(5) because they resulted from the unilateral promulgation of a rule, held that it was inappropriate to utilize

a *Wright Line* test with its shifting burdens of proof analysis.<sup>4</sup> The Board stated:

The *Wright Line* analysis is applied to alleged violations of Section 8(a)(3). The focus of such an analysis, i.e., whether the employer would have discharged the employee even absent the employee's protected concerted activity, is on the employer's interference with the employee's Section 7 rights. In contrast, the focus of the analysis of a discharge alleged to constitute a refusal to bargain in violation of Section 8(a)(5) must be on the injury to the union's status as bargaining representative. An employer that refuses to bargain by unilaterally changing its employees' terms and conditions of employment damages the union's status as bargaining representative of the unit employees. That status is further damaged with each application of the unlawfully changed term or condition of employment. No otherwise valid reason asserted to justify discharging the employee can repair the damage suffered by the bargaining representative as a result of the application of the changed term or condition.

We shall continue to apply the following test for analyzing discharges and other discipline alleged to violate Section 8(a)(5): If the Respondent's unlawfully imposed rules or policies were a factor in the discipline or discharge, then the discipline or discharge violates Section 8(a)(5).

In *Great Western* the Board also held that the determination of which employees are entitled to reinstatement and/or backpay may be made either during the case in chief or at the compliance stage of the unfair labor practice proceedings.

At the hearing, the Respondent conceded that part of the reason that Reynolds was discharged was because he violated the rule that is the subject matter of this litigation. Respondent also offered into evidence certain records pertaining to Reynold's past disciplinary history. This generated from the General Counsel a motion to postpone the trial so that she could subpoena other company records to determine whether Reynold's had been treated in a disparate manner from other employees in the past. In response, the Respondent stated that it only offered these exhibits to attack Reynold's credibility and neither intended nor wanted to litigate, in this proceeding, the issue as to whether Reynolds would be entitled to reinstatement and backpay in the event an 8(a)(5) violation was found.

In view of this situation I told the General Counsel that she could, at her option, choose to litigate the issue of reinstatement/backpay in the present case or at the compliance stage if a violation was found. After consultation with the Regional Director, Scott informed me that the Region desired to reserve for compliance a hearing regarding whether Reynold's work record was such that he would be ineligible for reinstatement, so long as we didn't relitigate the lawfulness or unlawfulness of his discharge. I indicated on the record that if I found that the rule was unlawfully promulgated and the charge was not barred by Section 10(b), I would conclude that Reynold's discharge was a violation of Section 8(a)(5). I also notified the parties that I understood

from their positions that they each did not intend to fully litigate the question of whether Reynolds should be entitled to reinstatement and backpay; that being left to compliance.

In view of the above, I shall leave for compliance the question of whether Reynolds would be eligible or ineligible for reinstatement and/or backpay. I must say, however, that in view of the fact that a reason for Reynold's discharge was because of his violation of the unilaterally promulgated rule, and in light of the standards set forth in *Great Western*, it is hard for me to imagine how the Respondent would be able to demonstrate that Reynolds should not be reinstated with backpay.

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by unilaterally changing a work rule, it is recommended that it rescind and cease giving effect to this rule; that it offer reinstatement and backpay to any employee who was discharged pursuant to this illegally instituted rule and that it remove from employees' personnel files any warnings and reports that were given as a result of this rule. In the event that any employee is found to have been discharged or otherwise lost earnings pursuant to the rule, they shall be made whole as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>5</sup>

#### ORDER

The Respondent, Western New York Society for the Protection of Homeless and Dependent Children, Inc., d/b/a Randolph Children's Home, East Randolph, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Promulgating and enforcing, without notifying and bargaining with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, Amalgamated Local #55, the rule requiring, without exception, staff to notify a supervisor whenever they take residents off grounds.

(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) Rescind and cease giving effect to the rule requiring, without exception, staff to notify a supervisor whenever they take residents off grounds.

(b) Offer immediate and full reinstatement to any employees who have been disciplined or discharged pursuant to the rule described above to, their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered in the manner set forth in the remedy section of the decision.

<sup>4</sup>See *Wright Line*, 251 NLRB 1083 (1980), enf. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982).

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

(c) Remove from its files any reference to any discharges or other disciplinary actions taken pursuant to the aforesaid rule and notify the employees in writing that this has been done and that the discharges or discipline will not be used against them in any way.

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

(e) Post at its facility in Randolph, New York, copies of the attached notice marked "Appendix."<sup>6</sup> Copies of the notice,

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<sup>6</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the

on forms provided by the Regional Director for Region 3, 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.

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

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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."