

Point Blank Body Armor, Inc. and Local 107, International Ladies' Garment Workers' Union, AFL-CIO

District 6, International Union of Industrial, Service, Transport and Health Employees (Point Blank Body Armor, Inc.) and Local 107, International Ladies' Garment Workers' Union, AFL-CIO. Cases 29-CA-14999 and 29-CB-7687

October 28, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND RAUDABAUGH

On July 8, 1993, Administrative Law Judge Eleanor MacDonald issued the attached decision. Respondent District 6, International Union of Industrial, Service, Transport and Health Employees (Respondent District 6) filed exceptions and a supporting brief.

The National Labor Relations Board has considered the decision and record in light of the exceptions¹ and brief and has decided to affirm the judge's rulings,² findings, and conclusions and to adopt the recommended Order as modified.³

¹ Respondent District 6 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 the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We find without merit Respondent District 6's contention that the Board's holding in *RCA Del Caribe*, 262 NLRB 963 (1982), warrants reversal of the judge's finding that Respondent District 6 and Respondent Employer violated the Act by executing a new collective-bargaining agreement on June 1, 1990. In *RCA Del Caribe*, the Board held that a rival union's filing of a representation petition does not, by itself, demonstrate that the incumbent union has lost majority support, and thus the subsequent negotiation and execution of a new collective-bargaining agreement between the employer and the incumbent union in that case was not unlawful. The present case involves more than knowledge that a rival union has filed a petition for an election with the Board. Here, the Respondent District 6 and the Respondent Employer received copies of a petition—signed by a majority of unit employees—declaring they no longer desire representation by Respondent District 6. Thus, as both Respondents had objective evidence of a loss of majority support for Respondent District 6, their negotiation, execution, and maintenance of a new collective-bargaining agreement was unlawful. See *S.M.S. Automotive Products*, 282 NLRB 36, 41 (1986).

We also find without merit Respondent District 6's contention that certain undated signatures on the employee petition might be stale, as virtually all such signatures appear below other signatures dated between April 20 and 24, 1990.

² Respondent District 6 asserts in its exceptions that the judge's rulings, findings, and conclusions demonstrate bias and prejudice. On careful examination of the judge's decision and the entire record, we are satisfied that these contentions are without merit.

³ We shall modify the recommended Order and notice to include language contained in the remedy section of the judge's decision, and to conform the recommended Order with the remedy and notice.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Point Blank Body Armor, Inc., Amityville, New York, its officers, agents, successors, and assigns, and the Respondent, District 6, International Union of Industrial, Service, Transport and Health Employees, New York, New York, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph A,1(b).

“Giving effect to its collective-bargaining agreement with District 6 dated June 1, 1990. However, nothing contained herein shall be construed as requiring the Respondent Point Blank to vary the wages, hours, seniority, or other substantive terms of employment established in the contract or to prejudice the assertion by the employees of any right that they may have thereunder.”

2. Substitute the following for paragraph C,1.

“1. Jointly and severally reimburse those employees who remained or became members of Respondent District 6 after the execution of the contract of June 1, 1990, for sums paid by them or deducted from their earnings for initiation fees, dues, assessments, or other obligations of membership in District 6, with interest thereon as set forth in the remedy section of the judge's decision.”

3. Substitute the attached notices for those of the administrative law judge.

APPENDIX A

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 recognize District 6, International Union of Industrial, Service, Transport and Health Employees as the exclusive collective-bargaining representative of our production and maintenance employees unless and until District 6 demonstrates its majority status in a Board-conducted election.

WE WILL NOT give effect to our collective-bargaining agreement with District 6 dated June 1, 1990. However, nothing contained herein shall be construed as requiring us to vary the wages, hours, seniority, or other substantive terms of employment established in

the contract or to prejudice the assertion by our employees of any right that they may have thereunder.

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

WE WILL withdraw and withhold all recognition from District 6 as the exclusive collective-bargaining representative of our production and maintenance employees unless and until District 6 demonstrates its majority status in a Board-conducted election.

WE WILL jointly and severally with District 6 reimburse, with interest, those employees who remained or became members of District 6 after the execution of the contract of June 1, 1990, for sums paid by them or deducted from their earnings for initiation fees, dues, assessments, or other obligations of membership in District 6.

POINT BLANK BODY ARMOR, INC.

APPENDIX B

NOTICE TO EMPLOYEES AND MEMBERS
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 act as the exclusive representative of the unit employees of Point Blank Body Armor, Inc. for the purpose of collective bargaining unless and until we demonstrate our exclusive majority status pursuant to a Board-conducted election among unit employees.

WE WILL NOT give effect to our collective-bargaining agreement with Point Blank dated June 1, 1990.

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

WE WILL jointly and severally with Point Blank reimburse, with interest, those employees who remained or became members of District 6 after the execution of the contract of June 1, 1990, for sums paid by them or deducted from their earnings for initiation fees, dues, assessments, or other obligations of membership in District 6.

LOCAL 107, INTERNATIONAL LADIES'
GARMENT WORKERS' UNION, AFL-CIO

Elias Feuer, Esq., for the General Counsel.
Richard Kirschner, Esq. (Richard Kirschner & Associates, P.C.), of Washington, D.C., and *William Perry* of New York, New York, for Respondent District 6.

Carol MacKenzie, Esq. (Portnoy, Messinger, Pearl & Associates, Inc.), of Westbury, New York, for Respondent Point Blank Body Armor, Inc.

Lester Kushner, Esq., of New York, New York, and *Leonard Greenwald, Esq. (Lewis, Greenwald, Kennedy, Lewis, Clifton & Schwartz, P.C.)*, of New York, New York, for the Charging Party.

DECISION

STATEMENT OF THE CASE

ELEANOR MACDONALD, Administrative Law Judge. This case was tried in Brooklyn and New York, New York, on July 27 and 28 and September 24, 1992. The complaint alleges that Respondent Point Blank Body Armor, Inc., in violation of Section 8(a)(1), (2), and (3) of the Act, entered into a collective-bargaining agreement with District 6 requiring membership as a condition of employment and the deduction of dues for District 6 notwithstanding notice that District 6 no longer represented the employees. The complaint alleges that Respondent District 6 engaged in the same conduct in violation of Section 8(b)(1)(A) and (2) of the Act. Respondents deny that they engaged in any violations of the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and District 6 in November 1992, I make the following¹

FINDINGS OF FACT

I. JURISDICTION

Respondent Point Blank, a New York corporation, with its principal office in Amityville, New York, is engaged in the manufacture of protective clothing and devices. Respondent Point Blank 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. I find that Local 107, International Ladies' Garment Workers' Union, AFL-CIO, and District 6, International Union of Industrial, Service, Transport and Health Employees are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Summary and Background

District 6 and Point Blank have been parties to successive collective-bargaining agreements for a unit of:

All production and maintenance employees employed at the Employer's Amityville facility, but excluding all office clerical employees, professional employees, engineers, guards and supervisors as defined in the Act.

On April 9, 1990, Local 107 filed a petition to represent the unit which had heretofore been represented by District 6. The collective-bargaining agreement between District 6 and Point Blank was due to expire on June 4 or 14, 1990. On

¹ The record is hereby corrected so that at p. 88, L. 22, the correct name is "Mr. Perry"; at p. 117 and throughout the colloquy that follows, the statements were not made by Mr. Greenwald but were made by Mr. Perry.

April 27, 1990, Local 107 faxed to District 6 and Point Blank a petition signed by a majority of the unit employees which stated that they did not wish to be represented by District 6. On June 1, 1990, Point Blank and District 6 entered into a memorandum of agreement containing the terms of a successor collective-bargaining agreement including a union-security clause. The General Counsel contends that at some time after the receipt of the employees' petition but otherwise not specified, William Perry, the president of District 6, and Richard Stone, the president of Point Blank, signed a memorandum of agreement which was backdated to show falsely that it had been signed on April 26, 1990. Point Blank presented no witnesses at the instant hearing. William Perry of District 6 testified that the memorandum had in fact been signed on April 26.

B. *The Facts*

The evidence shows that on April 9, 1990, Local 107 filed a petition to represent the unit employees in Case 29-RC-7607. On April 27, 1990, Lester Kushner, Esq., of the legal department of the International Ladies' Garment Workers' Union, AFL-CIO, wrote to President Stone at Point Blank, stating that Local 107 "represents a majority of the production and maintenance employees employed by Point Blank . . . and has filed a representation petition." The letter of April 27, further informed Stone that attached to it was a petition executed between April 20 and 24, 1990, by a majority of the unit employees stating "that they do not want to be represented for purposes of collective bargaining by Local 6, International Federation of Health Professionals."² The letter requested Stone to refrain from negotiations with District 6. Kushner sent copies of the letter and petition by mail and fax to Stone, William Perry and their respective current attorneys. Point Blank stipulated that it received the letter by fax and certified mail. The record shows that the Postal Service delivered the letter by certified mail to Perry's office on May 3, 1990, and that it was transmitted by fax to Perry's office in the afternoon of April 27, 1990.

The petition states in both English and Spanish that "the undersigned employees of Point Blank Body Armor, Inc. give notice that we do not want to be represented for the purposes of collective bargaining by Local 6, I.F.H.P." The petition, which was introduced into evidence along with the W-4 forms and dues-checkoff authorization forms executed by unit employees, contains the signatures of 85 of the 129 unit employees employed during the week ending April 28, 1990.³

Amy Schwartz testified pursuant to a subpoena by the General Counsel. Schwartz is a staff member of Portnoy, Messinger, Pearl & Associates, Inc., the labor relations consultant to Point Blank at the time of the events relevant to the instant case.⁴ One of Schwartz' duties was to assist other staff members in their work representing Point Blank.

Schwartz testified that on April 26, at 2 p.m., she was at the Point Blank premises accompanying Murray Portnoy of her firm at a meeting with Stone. At this afternoon meeting, she did not see any memorandum of agreement dated April

26, 1990, nor was there any reference to a meeting between Stone and William Perry earlier that day.⁵

Schwartz testified that on May 29, 1990, at 3:15 p.m., she attended a meeting at the District 6 office with Mark Portnoy of her firm. Stone was there for Point Blank and William Perry and his son Guy Perry were there representing the Union. Schwartz had been informed by Mark Portnoy that the meeting was for the purpose of working out an agreement. During the meeting, William Perry talked about the petition filed by Local 107, and he stated that the ILG had no chance of winning; Perry was going to beat the whole problem and it was not an issue to worry about. Then Perry told the management representatives the minimum amount that could be given to the employees and what the "bottom line" should be in the employer's offer. The parties discussed the scholarship fund and wages. Schwartz said there was give and take over the proposals during this meeting concerning the proposals and the amount of the scholarship fund. The meeting lasted about 1 or 1-1/2 hours. At the end of the meeting there was substantial agreement on the terms and the format of an agreement which was to be executed at a meeting to be held on June 1.

Following the meeting of May 29, 1990, Mark Portnoy asked Schwartz to prepare a document that would be used at the June 1 meeting. Schwartz took an old typed document as a model and wrote a handwritten note to a typist instructing the typist what changes to make and what wage increases to insert.⁶ The memorandum of agreement that was then typed was dated May 29, 1990.

Schwartz attended the meeting on June 1, 1990, at the Point Blank premises. Members of the employee committee were present, as well as William Perry, Stone and Ruth Thompson, business agent of District 6. Schwartz recalled that negotiations took place on this occasion, and she believed one of the issues concerned the amount of the scholarship fund. Eventually, a document was signed but it was not the memorandum of agreement prepared by Schwartz; it was a typed document dated June 1, 1990, which Schwartz had not seen previously.⁷ Schwartz did not see or hear reference to any agreement dated April 26 on this occasion.

Point Blank employee Lucrazi Mirchi testified that on a day in June 1990 she and other members of the employee negotiating committee attended a negotiation session. Stone and a man she had never seen before were talking about a raise. The man wanted 75 cents but Stone said that was too much money and agreement was reached on 50 cents. At the conclusion of the meeting, Mirchi and the other employees signed a document at the direction of Ruth Thompson, business agent for District 6. This document is the memorandum of agreement of June 1, 1990. It was also signed by William Perry and Stone. District 6 Business Agent Thompson testified that she was present when this memorandum was signed and also at a later date when the complete collective-bargain-

⁵ Schwartz stated that she had first seen the memorandum dated April 26, 1990, in early September 1992.

⁶ The memorandum of agreement typed according to Schwartz' instructions was introduced into evidence as G.C. Exh. 15.

⁷ The memorandum of agreement dated June 1, 1990, was introduced into evidence as G.C. Exh. 6. There are a number of substantive differences between the document prepared by Schwartz and the document signed on June 1, 1990.

² For some reason, Kushner called District 6 "Local 6."

³ The number of unit employees was established by stipulation of the parties.

⁴ Schwartz is not an attorney.

ing agreement based on the memorandum was executed by Stone and William Perry.

The June 1 memorandum of agreement requires that unit employees shall remain or become members of District 6 in good standing, with membership in good standing defined as the tendering of union dues. The memorandum also provides for dues checkoff and the remittance of dues to District 6 by Point Blank.

William Perry testified that he and Stone had negotiated the terms of a successor collective-bargaining agreement in February, March, and April 1990, both in face-to-face meetings and over the telephone, and that they signed a memorandum of agreement on April 26, 1990. Perry could not recall how many meetings he had with Stone before April 26, and he was not able to say if it was more than one meeting. A few days before April 26, Perry telephoned Stone and the two men agreed to meet. Perry testified that Stone arrived at his office in midtown Manhattan before 10 a.m. on April 26, and that this meeting lasted for 20 to 30 minutes; the meeting was short because the terms and conditions of the contract had already been worked out. After signing the memorandum, Stone left. Perry stated that in addition to Stone, Business Agent Thompson was with him throughout the meeting. Neither Stone nor Thompson corroborated this testimony of Perry about an April 26 meeting and the signing of a memorandum.⁸ Further, Perry's affidavit given to a Board agent on August 21, 1990, states that Stone telephoned him on April 26, 1990, and suggested that they "try to see if we could come to some type of agreement." The affidavit states that Stone arrived at Perry's office 1 hour later and that the two then "started to get down to business to see if we could achieve a new three year agreement." According to the affidavit, negotiations ensued on wages, fringe benefits, scholarships, working conditions and various other items back and forth. After about 2 hours, we had an understanding . . . of what an agreement should be." The affidavit goes on to describe a telephone call from Perry to his then attorney and the preparation of a memorandum of agreement which was signed that day. It is clear that Perry's affidavit given 4 months after the purported meeting of April 26 differs in significant and material respects from his testimony about that meeting given at the instant hearing.

Perry acknowledged that Thompson had reported to him that on April 25, 1990, Stone had refused to negotiate with District 6 because of the pendency of the Local 107 petition. He nevertheless maintained that the very next day, by pre-arrangement, Stone came to his office and signed a memorandum of agreement. Perry also acknowledged that he had testified at the hearing in the representation case on July 3, 1990, and that he had presented contracts between District 6 and Point Blank at that hearing in order to gain intervenor status. At the hearing on July 3, 1990, Perry did not refer to nor did he present the memorandum dated April 26, 1990, along with the other contracts between District 6 and Point Blank.

⁸At the instant hearing, Thompson testified in response to questions posed by counsel for Respondent concerning the purported April 26 document and meeting. Following this testimony, her testimony concerning the document and meeting was stricken by stipulation of all the parties. I note that the brief submitted by counsel for District 6 nevertheless relies on the stricken testimony of Thompson; this is a grave error.

C. Discussion and Conclusions

As I observed Perry testify, I concluded that Perry was uncooperative and did not want to give any information at all in response to questions posed by counsel for the General Counsel. Perry routinely denied everything suggested to him on cross-examination until he was confronted with documentary evidence, often signed or initialed by him, that required him to change his testimony. Further, Perry's testimony about the memorandum dated April 26, 1990, is at odds with his affidavit given in August 1990, and is at odds with conclusions which may reasonably be drawn from other evidence that on April 25, Stone said that he would not negotiate with District 6. Finally, neither Stone nor Thompson corroborated Perry's testimony about the purported April 26, 1990, memorandum. I conclude that Perry is not a credible witness and I shall not rely on his testimony. Thus, I do not credit any testimony or evidence about a purported memorandum of agreement dated April 26, 1990. I find that the document dated April 26 was not executed on that date and that it was produced at some unknown time to evade the results flowing from the fact that on April 27 the employees made it known that District 6 no longer represented a majority of employees in the bargaining unit.

I shall rely on the testimony of Schwartz who testified forthrightly, accurately and as completely as her recollection permitted. I shall also rely on the testimony of Mirchi and on the record evidence in making my findings of fact herein.

The parties stipulated that for the months of June and July 1990 Point Blank deducted dues from the wages of unit employees and remitted the amounts to District 6. After July 1990, the Employer deducted the sums and placed them in escrow. As of July 3, 1992, the escrow balance was \$31,967.05.

I find that on April 27 both District 6 and Point Blank received by fax the letter from Kushner and the employee petition informing them that a majority of unit employees did not wish to be represented for the purposes of collective bargaining by Local 6. In early May, the Postal Service delivered copies of the letter and employee petition to District 6 and Point Blank by certified mail. Thus, no later than the first week of May 1990, both Point Blank and District 6 had knowledge that District 6 no longer represented a majority of the employees in the bargaining unit.⁹ Despite this knowledge, Point Blank and District 6 nevertheless negotiated and concluded a collective-bargaining agreement on June 1, 1990, which required unit employees to be members in good standing in District 6, and Point Blank deducted and remitted dues to District 6. Point Blank thus violated Section 8(a)(1), (2), and (3) of the Act, and District 6 violated Section 8(b)(1)(A) and (2) of the Act. *Hart Motor Express*, supra.

The brief submitted by Respondent District 6 attacks the reliability of the employee petition in several respects, all of which I find to be without merit. First, contrary to the Respondent's brief, counsel for the General Counsel established the size of the unit for various weeks in April 1990 by stipulation at the instant hearing, and counsel for the General Counsel introduced W-4 forms and dues-checkoff authorizations to show the signatures of unit employees. Second, the presence of dates from 1985 through 1988 next to many of

⁹*Hart Motor Express*, 164 NLRB 383, 385 (1967); *Presbyterian Community Hospital*, 230 NLRB 599, 602 (1977).

the signatures shows that the signatories placed their dates of hire next to their signatures. Third, I do not find any reason not to count names which were not dated; the list was faxed and mailed April 27, 1990, and the signatures could not have been affixed later than that date. Finally, the approximate number of eligible voters as determined by the Regional Director for purposes of an election is not controlling herein.

CONCLUSIONS OF LAW

1. By recognizing District 6 as the representative of its unit employees, by executing a contract when it knew District 6 no longer represented a majority of the unit employees and by maintaining the contract in effect, Point Blank violated Section 8(a)(2) and (1) of the Act.

2. By including in the contract a union-security clause, Point Blank violated Section 8(a)(1), (2), and (3) of the Act.

3. By executing and maintaining such a contract in effect, District 6 violated Section 8(b)(1)(A) and (2) of the Act.

REMEDY

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

Respondent Point Blank will be ordered to withdraw all recognition from Respondent District 6 as the representative of its unit employees, and Respondent District 6 will be ordered to cease acting as such representative, unless and until District 6 shall have demonstrated its majority status pursuant to a Board-conducted election among the employees. Both Respondents will be ordered to cease giving force and effect to the collective-bargaining agreement of June 1, 1990. However, nothing contained herein shall be construed as requiring Respondent Point Blank to vary the wage, hour, seniority, or other substantive terms of employment established in the contract or to prejudice the assertion by the employees of any right that they may have thereunder.

As it has been found that the contract contains a union security and checkoff provision, both Respondents must be required jointly and severally to reimburse those employees who remained or became members of Respondent District 6 after the execution of the contract for sums paid by them, if any, or deducted from their earnings, if any, for initiation fees, dues, assessments, or other obligations of membership in District 6. Interest on all sums to be paid pursuant to this decision shall be paid in the manner prescribed 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 recommended¹⁰

ORDER

A. The Respondent, Point Blank Body Armor, Inc., Amityville, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Recognizing District 6, International Union of Industrial, Service, Transport and Health Employees, as the exclusive representative of its employees for collective bargaining until District 6 shall have demonstrated its exclusive majority status pursuant to a Board-conducted election.

(b) Giving effect to its collective-bargaining agreement with District 6 dated June 1, 1990.

(c) 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) Withdraw and withhold all recognition from District 6, International Union of Industrial, Service, Transport and Health Employees, as the exclusive representative of its unit employees for the purpose of collective bargaining unless and until the Union shall have demonstrated its exclusive majority status pursuant to a Board-conducted election among the unit employees.

(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 and reports, and all other records necessary to analyze the amount of reimbursement due under the terms of this Order.

(c) Post at its facility in Amityville, New York, copies of the attached notice marked "Appendix A."¹¹ Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on 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) Post at the same places and under the same conditions as set forth in (b) above, and as soon as they are forwarded by the Regional Director, copies of the Respondent Union's notice marked "Appendix B."

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

B. The Respondent, District 6, International Union of Industrial, Service, Transport and Health Employees, New York, New York, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Acting as the exclusive representative of the unit employees of Point Blank for the purpose of collective bargaining unless and until District 6 shall have demonstrated its exclusive majority status pursuant to a Board-conducted election among the unit employees.

(b) Giving effect to its collective-bargaining agreement with Respondent Point Blank dated June 1, 1990.

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

¹⁰If 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.

¹¹If 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."

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

(a) Preserve and, on request, make available to the Board or its agents for examination and copying, all records and reports, and all other records necessary to analyze the amount of reimbursement due under the terms of this Order.

(b) Post at its union office in New York, New York, copies of the attached notice marked "Appendix B."¹² Copies of the notice, on forms provided by the Regional Director for Region 29, 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 and members are customarily posted. Reasonable

¹²If 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."

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

(c) Sign and return to the Regional Director sufficient copies of the notice for posting by Point Blank at all places where notices to employees are customarily posted.

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

C. Both Respondents shall be ordered to:

1. Jointly and severally reimburse those employees who remained or became members of Respondent District 6 after the execution of the contract of June 1, 1990, for initiation fees, dues, assessment, or other sums if any, received by Respondent District 6 in payment of their membership obligations, together with interest thereon as set forth in the remedy section of this decision.

2. Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondents have taken to comply.