

Glaziers, Architectural Metal and Glass Workers Local Union No. 558 of Kansas City, Missouri of the International Brotherhood of Painters and Allied Trades, AFL-CIO (Carroll Day Glass Co., Inc.) and Bruce W. Raney. Case 17-CB-4537

April 28, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND TRUESDALE

On September 30, 1994, Administrative Law Judge Russell M. King Jr. issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed an answering brief to the General Counsel's exceptions.

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, and conclusions and to adopt the recommended Order as modified.

The Respondent filed no exceptions to the judge's findings that it violated Section 8(b)(1)(A) and (2) of the Act by threatening Charging Party Bruce W. Raney with loss of employment and by causing an employer, Carroll Day Glass Co., Inc., to refuse to hire Raney for a job commencing February 21, 1994, because he is not a member of the Respondent. The General Counsel filed exceptions limited solely to the judge's recommended remedial Order.

1. The General Counsel requests that the Respondent be ordered to provide written notice to Carroll Day Glass Co., Inc. that it does not object to and will not interfere with its employing Raney or any other individuals regardless of their membership status in the Respondent. The General Counsel asserts that direct notice by the Respondent to Carroll Day Glass is necessary to ensure that it will be apprised of the unlawful nature of the Respondent's conduct and that it may operate its business in the future free of such interference.

We find merit in the General Counsel's contentions. When an employer has been told directly by a union that it objects to the hiring of a particular individual because of the union membership status of that individual, appropriate remedial action requires the union to acknowledge, in a direct communication with that employer, the unlawful nature of its conduct, to repudiate those unlawful actions, and to express its commitment not to engage in future interference. In this way the employer will be provided with assurance that the union will not attempt unlawfully to influence the em-

ployer's hiring practices in the future, and the rights of employees will accordingly be protected. We believe that this step will help dispel the lingering effects of the Respondent's coercive conduct, and it is, therefore, necessary to an effective remedy.¹

2. The General Counsel also requested that broad cease-and-desist language be included in the Order. In finding merit in this request, we rely on record evidence of previous unfair labor practice proceedings finding that the Respondent engaged in similar unlawful conduct against Charging Party Raney.² This evidence establishes that the Respondent has repeatedly disregarded and infringed on employee Section 7 rights. Where a respondent has demonstrated a proclivity to violate the Act, a broad injunctive order is warranted. *Service Employees Local 9 (American Maintenance)*, 303 NLRB 735, 746 (1991); *Hickmott Foods*, 242 NLRB 1357 (1979).

3. Finally, the General Counsel excepts to the judge's failure to provide backpay for employment opportunities lost by Raney after February 21, 1994. The General Counsel contends that the impact of the Respondent's interference with Raney's employment at Carroll Day Glass was not limited to the single, 1-1/2-day job in February, but rather extends to subsequent employment offers that would have been forthcoming from Carroll Day Glass were it not for the Respondent's unlawful interference. The General Counsel asserts that the Respondent must provide Raney backpay for every occasion after February 18, 1994,³ on which Carroll Day Glass employed a glazier in addition to its one regular, full-time glazier employee.

While we agree with the General Counsel that the Respondent's backpay liability does not end with the February 21, 1994 job, we do not agree that it extends to every instance on which Carroll Day Glass employed additional glaziers. The requirement set forth above that the Respondent provide Carroll Day Glass with written notification that it will not interfere with employment opportunities of Raney or other non-members takes into account generally that the effects of the Respondent's unlawful statements may reasonably be expected to linger beyond the immediate period of the February 21 job and specifically that Carroll Day Glass may have refrained from offering em-

¹ *Carpenters Local 1016 (Bertram Construction)*, 272 NLRB 539 (1984).

² See the judge's decision at fns. 5 and 6, *infra*, citing two Board Decisions and Orders finding that this same Respondent violated the Sec. 7 rights of Charging Party Raney. In addition, the record contains documents relating to a settlement agreement of charges filed by Raney in Case 17-CB-3402, including a Notice to Employees and Members executed July 12, 1988, by the International Brotherhood of Painters and Allied Trades, AFL-CIO, CLC, the International union with which the Respondent Union is affiliated.

³ This is the date when the Respondent made its unlawful statements to Carroll Day Glass which caused the Employer to withdraw its job offer.

ployment to Raney on certain occasions after February 21, 1994, as a direct result of the Respondent's interference. It is not reasonable, however, to conclude, as the General Counsel suggests, that on every occasion since February 21, 1994, on which Carroll Day Glass had a glazier job available, it would invariably have offered that job to Raney. Instead, we find that the Respondent is liable to provide backpay to Raney for each instance in which it may be established that Carroll Day Glass failed to offer him employment as a consequence of the Respondent's unlawful action. We shall modify the recommended Order by directing that the Respondent provide backpay for any and all employment opportunities with Carroll Day Glass that Raney lost as a result of its unlawful conduct on February 18, 1994. See generally *Dean General Contractors*, 285 NLRB 573 (1987).

AMENDED REMEDY

Having found that the Respondent violated Section 8(b)(1)(A) and (2), we shall order it to cease and desist from engaging in such activity and to take certain affirmative action to effectuate the policies of the Act.

Having found that the Respondent unlawfully attempted to cause and caused Carroll Day Glass Co., Inc. to rescind its offer of employment and not to hire Bruce W. Raney because of his nonmembership in the Respondent, we shall order that the Respondent notify Carroll Day Glass Co., Inc., in writing, with a copy to Raney, that it has no objections to the hiring of Raney, or any other individual, irrespective of his/their membership status in the Respondent. The Respondent shall be ordered to make Raney whole for any loss of wages and benefits he may have suffered as a result of the Respondent's action, beginning with the job on February 21, 1994, and any subsequent job opportunities at Carroll Day Glass Co., Inc. that are shown to have been denied Raney as a consequence of the Respondent's unlawful interference. The amount of backpay shall be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as provided in *Florida Steel Corp.*, 231 NLRB 651 (1977).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Glaziers Architectural Metal and Glass Workers Local Union No. 558 of Kansas City, Missouri of the International Brotherhood of Painters and Allied Trades, AFL-CIO, Kansas City, Missouri, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(c).

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

2. Substitute the following for paragraph 2(a).

“(a) Make Bruce W. Raney whole for any loss of earnings or other benefits he may have suffered as a result of its unlawful statements to Carroll Day Glass Co., Inc. on February 18, 1994, including, but not limited to, the loss of the job that commenced on February 21, 1994, with interest computed as directed in the Board's ‘Amended Remedy.’”

3. Add the following as paragraph 2(b) and reletter the subsequent paragraphs accordingly.

“(b) Notify, in writing, Carroll Day Glass Co., Inc., with a copy to Bruce W. Raney, that it does not object to and will not interfere with its employment of Bruce W. Raney, or any other individual, notwithstanding their membership status with the Respondent Union.”

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

APPENDIX

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.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten employees with loss of, or no, employment because they are not members of Glaziers Architectural Metal and Glass Workers Local Union No. 558 of Kansas City, Missouri of the International Brotherhood of Painters and Allied Trades, AFL-CIO or because our own members are out of work.

WE WILL NOT attempt to cause, or cause, an employer to refuse to hire employees because they are not members of our Union.

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

WE WILL notify Carroll Day Glass Co., Inc., in writing, that we do not object to and will not interfere with or attempt to interfere with its employment of Bruce

W. Raney or any other employee, irrespective of their membership status in our Union, and WE WILL provide a copy of such notification to Bruce W. Raney.

WE WILL make Bruce W. Raney whole for any loss of earnings or other benefits he may have suffered by reason of our unlawful interference with his employment at Carroll Day Glass Co., Inc., with interest.

GLAZIERS, ARCHITECTURAL METAL AND
GLASS WORKERS LOCAL NO. 558 OF
KANSAS CITY, MISSOURI OF THE INTER-
NATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES, AFL-CIO

Noami L. Stuart, Esq., for the General Counsel.
John P. Hurley, Esq. (Jolley, Walsh & Hagger, P.C.), of
Kansas City, Missouri, for the Respondent.

DECISION

STATEMENT OF THE CASE

RUSSELL M. KING JR., Administrative Law Judge. This case was heard in Overland Park, Kansas, on July 25, 1994,¹ on a charge filed by Raney, an individual, on February 22, with an amended charge filed February 23, and on the complaint issued by the Regional Director for Region 17 of the National Labor Relations Board (the Board) on behalf of the Board's General Counsel.² The complaint alleges that on February 18 and 21 the Respondent Union (the Union or Local 558) told Raney that he could not work within the territorial jurisdiction of the Union as long as members of the Union were unemployed in violation of Section 8(b)(1)(A) of the National Labor Relations Act (the Act).³ The complaint also alleges that on February 18, because Raney was not a member of the Union and because members of the Union were unemployed, and for reasons other than the failure to tender uniformly required fees and periodic dues, the Union told Carroll Day Glass Co., Inc. that it could not employ Raney on a job the Employer had previously offered to Raney, thereby causing the Employer not to employ Raney, in violation of Section 8(b)(1)(A) of the Act, and further causing the Employer to discriminate against Raney in violation of Section 8(b)(2) of the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and counsel for the Union, I make the following

FINDINGS OF FACT

I. JURISDICTION AND THE LABOR ORGANIZATION

The Employer, Carroll Day Glass Co., Inc. (Carroll Day Glass or the Employer), at all times material, has been a corporation with an office and place of business (facility) in Kansas City, Missouri, where it has been engaged in the sale

and installation of glass products for commercial and residential customers. In conducting its business operations the Employer annually derives gross revenues in excess of \$500,000 and annually sells and ships from its Kansas City, Missouri facility goods valued in excess of \$50,000 to points outside the State of Missouri. I find, as admitted here, that at all times material in this case that the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Also, as admitted here, I find that all material times the Respondent Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. Testimony and Evidence

Bruce Raney had been a glazier for some 15 years. He was and is a member of the Glaziers Union, Local 688, in Miami, Florida, and had bided his time between Florida and the Kansas City area, never transferring his membership to the Kansas City Local (Local 558). With the exception of 1990 and 1991 he had been in the Kansas City area since 1983. Raney testified that in 1993 he contacted Eugene Burrell, the Union's business manager and financial secretary, who put him on the "out-of-work list," and that on February 1 Burrell called him and told him to report to work at the Carroll Day Glass Co., a union contractor, the following morning at 8 a.m., which he did. Raney worked at Carroll Day for 1-1/2 days when work ran out. Carroll Day had one other "permanent" glazier, Donny Carr, who remained. Raney left his phone number with Al Baldwin, Carroll Day's office manager, and Owner Gene Kearney who said they would call him direct if other work came up. Raney testified that on February 18 Carroll Day Glass Owner Kearney called him to come to work Monday morning, February 21, and he accepted, but later that day (February 18) Baldwin called him and said the Kearney had "made a mistake" because after Kearney had called him the Union told them he could not work. Raney then called the union hall and talked to the recording secretary, Dennis Bond, who told him he had six people laid off and could not let him work, adding that he had called the Miami local and found that Raney was current, but that he needed to talk to Burrell to "clear into" or become a member of Local 558, or he could never work while Local 558 members were out of work. Raney testified that on Monday, February 21, he called his Miami local and requested a "clearance card" be sent to Local 558 and also called Bond explaining what he had done. Bond hedged, telling Raney first that he would not be able to work until he got "cleared in," and that he would first have to talk to Burrell, take a test, and pay the initiation fee, but added that Bond did not know "what would [sic] happen [sic] back there" and wanted to contact "Folin" (actually Foland) and "Crousey" (actually Krause) first.⁴ Raney indicated that Foland was a former business agent of Local 558, and involved in prior charges Raney filed against the Union result-

¹All dates hereafter are in 1994 unless otherwise indicated.

²The term "General Counsel," when used here, will normally refer to the attorney in the case acting on behalf of the Board's General Counsel through the Regional Director.

³29 U.S.C. § 151 et seq.

⁴The February 21 telephone conversation between Raney and Bond was taped and transcribed by Raney and admitted into evidence. The General Counsel's posthearing brief contains a motion to correct the spelling of the two names in the transcript to Foland and Krause. That motion is granted.

ing in a hearing,⁵ and that Krause was a general representative of the International union, who was involved in yet other charges he had filed against the Union resulting in a formal Board settlement.⁶ Raney was never called back to work at Carroll Day Glass.

Albert Baldwin was the bookkeeper and office manager for Carroll Day Glass. He and Owner-President Gene Kearney were involved in the day-to-day management of the Company that was under contract with Local 558. Baldwin testified there was no exclusive referral system through the Union, but that when they needed glaziers in addition to the full-time Don Carr, they would “either call the union or . . . call other glaziers that we know are union members.” Baldwin indicated that they had a job beginning February 21 for which they would need three additional glaziers and that on February 17 he and Kearney discussed this, and sometime thereafter Kearney called Bruce Raney, who accepted the job. Baldwin testified that either later that day, or the next day, February 18, Dennis Bond called him and said that he had men lined up for the February 21 job but that Baldwin could not use Raney because he was “on permit” and was not “cleared into the union hall.” Baldwin indicated that Bond said he would call Raney and Baldwin added that they never called Raney again. During cross-examination Baldwin testified in that addition to calling Bruce Raney direct that either he or Kearney could also have called the union hall about February 21 referrals but he was uncertain and could not remember. Baldwin also testified that neither he nor Kearney knew that Raney was not a member of Local 558.⁷

Eugene Burrell was the Union’s business manager and financial secretary. Burrell testified that Dennis Bond was the business representative, recording secretary, and “branch coordinator,” and as such worked under him. Burrell said that he had known Bruce Raney since 1983 and referred to Raney as a “traveler . . . another brother out of another local.” Burrell also confirmed the fact that the collective-bargaining agreement the Union had with Carroll Day Glass had no hiring hall provision and the Union did not have any type of hiring hall arrangement with Carroll Day or any of the other glass contractors it had under contract. Burrell testified that the Union’s referral policy was “informal,” and that the glass companies called for referrals on a “fairly regular basis,” and he would first refer the local members, then travelers if needed. Burrell conceded his knowledge of the earlier charges Raney had filed against the Union with the Board. Burrell testified that in the fall of 1993 he saw Raney in a restaurant and they talked about the shortage of work,⁸ and that several weeks after this Raney called him and asked to be put on the “out-of-work list,” and Burrell indicated that he then put Raney on the “travelers” list. According to Burrell, he called Raney in October or early November 1993 to refer him to a job but that Raney declined, indicating that he had an “out-of-town” job at that time, and Burrell related that he again referred Raney to a job at Carroll Day Glass

starting February 2 that Raney accepted. Burrell testified that he was not in any way involved with the February 17, 18, or 21 matter regarding Raney and Carroll Day Glass that was handled by Dennis Bond.

Dennis Bond was the Union’s business representative and recording secretary. At the time of his testimony in the case, he was working for the International union in the department of apprenticeship and training. Bond testified that prior to February he did not know and never saw Raney although he knew of “the rumors” about him. Bond related that at 8 a.m., on February 17, Carroll Day Glass Owner Kearney came to the union hall requesting “two people, maybe three” for a job he had the following morning, and that he then contacted two union members for the job (Mark Thomas and Bill Pile). According to Bond, Carroll Day Glass employee Don Carr called him at 10 a.m., on February 17, and asked him if he knew that Bruce Raney was working tomorrow, to which he replied, “no,” adding that he had already gotten two men for the job, to which Carr suggested that he contact Al Baldwin at Carroll Day and “find out what’s going on.” Bond testified that he then called Baldwin, who explained that regarding Raney “there had been a mistake.” Bond and Baldwin then discussed who would call Raney and Bond finally volunteered. Bond was questioned about the fact that Raney had testified that the date was Friday, February 18, and Baldwin had testified that the date was either February 17 or 18, both testifying that the job was to start Monday, February 21, but Bond insisted that the dates were February 17 and 18. Bond testified that after lunch on February 17 he called Raney (having Raney’s number on “his sheet”), and told Raney “there had been a mistake and [he] already had two people going to work for Carroll Day, and as soon as things got busy and we got our members working, we would get him a job.” Bond indicated that Raney thanked him, said that he understood, and stated, “I don’t want to cause the union any problems,” and the conversation ended. Bond remarked that this was his first dealing with Raney and he “knew the reputation and [he] wanted to make sure I crossed my T’s and dotted my I’s.” Bond indicated that the following Monday, February 21, Raney called him about a “clearance card” from his Miami local and he told Raney that he would have to talk to Financial Secretary Burrell about the matter. Bond also listened to Raney’s tape and read Raney’s transcription of the tape and conceded that both were accurate. The transcription contains a statement by Bond that “[Raney] won’t be able to work until you get cleared in.” When Bond was asked if he told Baldwin he could not hire Raney, he at first hedged by answering, “I don’t recall making those exact words,” but later denied it adding that he had merely inferred to Baldwin that he “would like him to use 558 personnel.”

B. Analyses and Initial Conclusions

In this case, I credit absolutely Raney, Carroll Day Glass Office Manager Baldwin, and generally Union Business Manager Burrell, and I discredit two significant areas of Union Business Representative Bond’s testimony, the first regarding dates, and the second his denial that he actually told Baldwin that he could not hire Raney.

First the dates. Raney testified that Carroll Day Glass President Kearney called him on February 18, Friday, for a

⁵Cases 17–CB–3027, 17–CB–3057, and 17–CB–3069 (JD–318–85, October 18, 1985, Administrative Law Judge Claude R. Wolfe), *Painters Local 558 (Forman-Ford)*, 279 NLRB 150 (1986).

⁶Cases 17–CB–3377 and 17–CB–3408, Decision and Order of the Board, June 13, 1988.

⁷The assumption would be otherwise because Raney had recently been referred to Carroll Day Glass by the Union.

⁸In his testimony Raney confirmed this conversation.

job on Monday, February 21.⁹ Baldwin testified that Kearney called Raney on Thursday, February 17, but also testified that the job was on Monday, February 21. Raney testified that Bond called him on February 18 and told him he could not let him work because other members were out of work. Bond places this call February 17. Baldwin testified that Bond called him either February 17 or 18 and told him that Raney could not work. Bond places this call on February 17. There is no dispute about the February 21, Monday, telephone conversation between Raney and Bond. I find that the key date was Friday, February 18, with the job to start on Monday, February 21.

I find that Carroll Day Glass permanent employee Don Carr called Bond in the morning of February 18 (not February 17 as Bond testified) and told Bond that Carroll Day Glass had called Raney for the job. Carr was a Local 558 member and a union steward, thus his concern. Bond, knowing that Raney had been a union pest in the past, responded quickly by calling Baldwin, and later in the day, by calling Raney. Kearney and Baldwin had assumed that Raney was a Local 558 member because of the Union's referral of Raney earlier that month. In testimony Baldwin characterized this assumption and the calling of Raney for the job as a "mistake," notwithstanding the lack of any hiring hall agreement in the contract with Local 558, and the "informal" referral procedure that was in existence.

As alleged in paragraph 6 of the complaint, I find that the Union, through Bond, told Carroll Day Glass it could not employ Raney, resulting in the offer of employment to Raney (accepted by him) to be withdrawn by Carroll Day Glass, in violation of Section 8(b)(1)(A) and (2) of the Act. I also find, as alleged in paragraphs 5 and 6 of the complaint, that Bond's remarks to Raney by phone on February 18 and 21 that Raney could not work while other members were out of work, or until he joined the Union, violated Section 8(b)(1)(A) of the Act.

CONCLUSIONS OF LAW

1. The Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The Respondent Union on February 18 told the Employer it could not hire Bruce W. Raney, because he was not a union member, thereby causing the Employer to discriminate against Raney in violation of Section 8(a)(3) of the Act, and by these actions and results the Respondent violated Section 8(b)(1)(A) and (2) of the Act.
4. The Respondent Union on February 18 and 21 told Bruce W. Raney that he could not work while other members were not working, or until he joined the Union, in violation of Section 8(a)(1)(A) of the Act.
5. The violations found above by the Respondent Union affect commerce within the meaning of Section 2(7) of the Act.

THE REMEDY

Having found that the Respondent Union has committed certain unfair labor practices in violation of Section

⁹Kearney and Carroll Day Glass permanent employee Don Carr did not testify in the case.

8(b)(1)(A) and (2) of the Act, I will recommend that it be ordered to cease and desist therefrom, to post an appropriate notice, and to take other appropriate actions, including the payment of backpay, with interest,¹⁰ to Bruce W. Raney, for the pay he lost by not being able to work on the February 21, 1994 job with Carroll Day Glass Co., Inc.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent Union, Glaziers, Architectural Metal and Glass Workers Local Union No. 558 of Kansas City, Missouri of the International Brotherhood of Painters and Allied Trades, AFL-CIO, Kansas City, Missouri, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Threatening employees with loss of or no employment because they are not members of the Union or because their own members are out of work.

(b) Attempting to cause or causing an employer to refuse to hire employees because they are not members of the Union.

(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.

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

(a) Make Bruce W. Raney whole for any loss of earnings or other benefits he may have suffered by reason of causing Carroll Day Glass Co., Inc. not to hire Raney on a job commencing February 21, 1994, with interest computed as directed in the remedy portion of this decision.

(b) Post at its business offices and meeting halls copies of the attached notice marked "Appendix."¹² Copies of the notice, on forms provided by the Regional Director for Region 17, after being signed by the Respondent Union's authorized representative, shall be posted by the Respondent Union 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 steps shall be taken by the Respondent Union to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Furnish to the Regional Director for Region 17 sufficient signed copies of the attached notice for posting at the Employer's signatory to its collective-bargaining agreement noted here, who are willing, in conspicuous places, including all places where notices to employees are customarily posted. Copies of the notice, to be provided by the Regional Director for Region 17, shall, after being signed by the Respondent

¹⁰Interest to be computed as in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

¹¹If 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.

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."

Union, as indicated, be forthwith returned to the Regional Director for disposition by him.

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