

**Urban Constructors, Inc. and Urban Organization  
and Laborers' International Union of North  
America, Local 478, AFL-CIO.** Case 12-CA-  
16562

April 19, 1996

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING  
AND COHEN

On September 8, 1995, Administrative Law Judge J. Pargen Robertson issued the attached decision. The Respondents filed exceptions and a supporting brief, and the General Counsel filed limited 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,<sup>1</sup> and conclusions<sup>2</sup> and to adopt the recommended Order.<sup>3</sup>

AMENDED CONCLUSION OF LAW

Substitute the following for the judge's Conclusion of Law 3:

"3. The Respondent, by discharging its employees Willie Louis and Anele Stanisclas because they had been referred to the job by the Union, engaged in activity violative of Section 8(a)(3) and (1) of the Act."

<sup>1</sup> The Respondents have excepted to some of the judge's credibility findings. The Board's established policy is not to overrule the 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.

Although discriminatee Stanisclas did not testify, we agree with the judge, that the Respondent's asserted reasons for discharging Stanisclas were pretextual and that his discharge was motivated by his union affiliation. In so doing, we rely on the credited testimony of Union Representative Chapman that the Respondent's supervisor said that the Respondent discharged employees Stanisclas and Louis because it was going nonunion and that both Stanisclas and Louis were good workers. We also rely on the credited testimony of Louis that he was told by a Respondent supervisor that he and Stanisclas were being laid off because the job was slow. This differs from the Respondent's current claim that they were discharged for poor performance.

<sup>2</sup> We find merit in the General Counsel's exception to the judge's inadvertent omission from his conclusion of law that the Respondent violated Sec. 8(a)(3) and (1) of the Act by terminating Louis and Stanisclas because they had been referred by the Union. We shall amend the conclusions of law accordingly.

<sup>3</sup> We leave to the compliance stage of the proceeding issues concerning the duration of the remedy, including whether the Miami Northwestern Senior High School job has been finished or if the discriminatees would have been transferred to other jobsites. *Dean General Contractors*, 285 NLRB 573 (1988).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Urban Constructors and Urban Organization Inc., Miami, Florida, its agents, successors, and assigns, shall take the action set forth in this Order.

*Shelley B. Plass, Esq.* and *Jennifer Burgess-Solomon, Esq.*,  
for the General Counsel.  
*Steven Rosen, Esq.*, for Respondent.

DECISION

J. PARGEN ROBERTSON, Administrative Law Judge. This hearing was held on July 24, 1995, in Miami, Florida. A consolidated complaint issued on March 31, 1995. On July 19, 1995, an order issued severing cases and approving the withdrawal of Case 12-CA-16736. The 12-CA-16562 charge was filed on September 7 and amended on December 30, 1994.

All parties were represented and afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. Respondent and the General Counsel filed briefs. On consideration of the entire record and the briefs, I make the following

FINDINGS OF FACT

I. JURISDICTION

The complaint alleged that Urban Organization, Inc. (Organization) and Urban Constructors, Inc. (Constructors) constitute a single integrated business and are a single employer within the meaning of the Act. In the answer, Constructors admitted the allegations that it is a Florida corporation, engaged in business as a contractor in the building and construction industry, that it purchased and received at its Miami, Florida facility products, goods, and materials valued in excess of \$50,000 directly from points located outside the State of Florida and at all material times it has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Organization admitted that it is a Florida corporation located in Miami but denied the commerce allegations and denied that it is an employer engaged in commerce.

During the hearing the parties stipulated that solely for purpose of these proceedings, Respondent Constructors and Organization are single and joint employers.

In view of the complaint, the answer, and the full record, I find that Respondent is a single joint employer engaged in commerce within the meaning of the Act.

II. LABOR ORGANIZATION

Respondent admitted that the Charging Party (the Union) has been at material times a labor organization within the meaning of Section 2(5) of the Act.

III. THE ISSUES

A. *The Unfair Labor Practice Allegations*

It is alleged that Respondent terminated employees Willie Louis and Anele Stanislas in violation of Section 8(a)(1) and (3) of the Act.

B. *The Record Evidence*

Union Business Manager Manny Chapman testified that he administers the daily roll call. The roll call involves matching job applicants through the Union's hiring hall with daily requests for employees. Those daily requests are made on forms (shown below) called referral slips. When someone from the hiring hall is referred to a particular job, copies of the referral slip are prepared for the employer, the employee, and two copies for the Union.

LABORERS' INTERNATIONAL UNION  
 OF NORTH AMERICA,  
 AFL-CIO, LOCAL NO. \_\_\_\_\_  
 Time Called \_\_\_\_\_ Date \_\_\_\_\_  
 JOB REFERRAL  
 Employer \_\_\_\_\_  
 \_\_\_\_\_  
 Job Location \_\_\_\_\_  
 \_\_\_\_\_  
 Job or Office  
 Ordered by \_\_\_\_\_ Phone \_\_\_\_\_  
 Worker Reporting  
 Classification \_\_\_\_\_ Date \_\_\_\_\_  
 Wage Rate per hour Reporting  
 not including fringes \$ \_\_\_\_\_ Time \_\_\_\_\_  
 Worker Cleared \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 By \_\_\_\_\_  
 (Authorized)

To be retained by Contractor - (White)  
 To be retained by Worker - (Yellow)  
 Office Copy - (Pink)  
 Office Copy - (Gold)

Chapman testified that it is the Union's normal practice to ask each referred employee to sign a union authorization card at the time that employee is given a referral slip.

The Union and Respondent have entered into several collective-bargaining agreements whereby Respondent agreed to pay specified employee benefits or wages and the Union agreed to furnish employees for the job specified in the agreement.

Respondent considered a bid on a set-aside job at Miami Northwestern Senior High School. Manny Chapman met with Jacque Thermilus from Respondent. Thermilus asked Chapman to put in a good word for him on the job and he would make sure that he got his employees from the Union. Thermilus promised that he would sign an agreement with the Union in return for the Union's helping him get the job.

The Northwestern job was awarded to another contractor, Gaston & Thacker. The Union entered into a collective-bargaining agreement with Gaston & Thacker for the Northwestern High School job on May 6, 1994.

However, Respondent became a subcontractor on the Northwestern job. Respondent's president, Jacque Thermilus,

phoned Manny Chapman approximately 1 week before work started on the Northwestern job. Thermilus told Chapman that Urban had received the job and they needed to show good faith to Gaston & Thacker that Urban was a good contractor by having some good people from the Union. Chapman agreed to send Respondent union referrals.

Subsequently Respondent's superintendent, Frank Costa, phoned the Union and asked to be supplied with six laborers for the Northwestern job. Two more laborers were sent out by the Union on Costa's request 2 or 3 days later. Chapman testified that all eight referrals signed union authorization cards.

Undisputed record testimony illustrated that Frank Costa was Respondent's superintendent. Respondent denied that he and everyone alleged as a supervisor in the complaint except Jacque Thermilus was a supervisor. During the hearing Respondent stipulated that Foremen Spann and Robinson were supervisors and agents. Undisputed testimony showed that Spann and Robinson worked under the supervision of Frank Costa. Francisco Mendez, who was also denied to be a supervisor, testified that he is vice president of construction and that he oversees construction-related activities. I find based on the credited record that Frank Costa, Francisco Mendez, Bill Spann, and Don Robinson were, at material times, supervisors and agents within the meaning of Section 2(13) of the Act.

Union Steward Alvin Barber testified that the Union referred him to Respondent's Northwestern High School job in the summer of 1994. Manny Chapman took him to the job-site and introduced him to Frank Costa as the Union's job steward.

About a week after the Northwestern job started, Chapman delivered a prepared collective-bargaining agreement to Jacque Thermilus. Thermilus has not signed that agreement.

Chapman phoned Respondent's office seeking to have Respondent sign the collective-bargaining agreement on the Northwestern job. Chapman also talked with Respondent on the jobsite. The Union was told that Respondent did not have a contract with Gaston & Thacker and that was the reason why they had not signed the Union's collective-bargaining agreement. Subsequently in a meeting involving Jacque Thermilus and Frank Mendez along with Chapman, Mendez said they were paying \$7.90 and the agreement called for \$8 an hour. Chapman replied that should not be a problem. Chapman said he would straighten it out and "then we can sign the agreement." Mendez replied, "[O]kay, I'll get back with you guys."

Manny Chapman continued to try to have Respondent sign the agreement. Subsequently he met with Respondent Vice President Robert Tyler at Respondent's trailer and Frank Mendez drove up and entered the conversation. Mendez assured Chapman that he would sign the collective-bargaining agreement before the end of the week.

The Union continued to refer employees to Respondent on the Northwestern job. The Union referred approximately 18 employees to Respondent.

Respondent's vice president, Francisco Mendez, testified that he told Manny Chapman when Chapman presented his proposed collective-bargaining agreement, that the proposed wage rate was nowhere near the numbers they had to have in order to make the Northwestern High School project function.

Willie Louis testified that he is a member of the Union and the Union referred him to Respondent's Northwestern High School job on July 21, 1994. He was given a referral slip by the Union that he took to Respondent at the jobsite.

On August 24, 1994, the Union filed a representation petition for the employees of Respondent on the Northwestern job.

After August 21, 1994,<sup>1</sup> when Willie Louis finished for the day, Foreman Bill Spann gave him a check. Louis was with employee Anele Stanisclas. Both Anele Stanisclas and Louis were terminated. Willie Louis asked Spann what happened to his job, "[W]hy you fire me." Spann replied that he did not fire Louis but the "boss" did fire him. Spann said the boss was Frank Costa. Louis asked to see Frank.

Willie Louis and Anele Stanisclas spoke with Frank Costa. Louis asked what happened, why was he fired. Frank replied that the job was slow. Louis disputed that pointing out that Respondent had hired two new laborers that morning. Costa said that two men he picked up that morning, "[Y]ou don't know what I pay them." Frank Costa said, "I pay them \$6.00 an hour." Louis replied, "I can't work for \$6.00 an hour. I say, Union." Frank replied, "job not Union." Louis testified that he was not offered the job on that day or any other time at \$6 an hour.

Project Manager Yves Gallet testified that he observed the work of Willie Louis and Anele Stanisclas. He reported their work was not satisfactory. The two superintendents came back and agreed that Louis and Stanisclas were not doing what they were supposed to do. He met with Superintendent Frank Costa and Foremen Spann and Robinson and decided to terminate Louis and Stanisclas. Gallet admitted that he learned Louis and Stanisclas were from the Union after they started work for Respondent. Gallet testified that the Union had nothing to do with the discharge of Louis and Stanisclas. Both were discharged because of job performance.

According to Gallet it is customary for employees to first receive a warning and then are talked to about their performance. Subsequently, if their poor work continues a decision is made to discharge the employee. On discharge a form is prepared describing exactly the circumstance involved with the termination.

Louis' termination notice includes the following explanation:

This man, was approved by the Foreman & was warned that he was not producing the work expected from him, by his foreman, we warned him a second time with no positive results. Absentees were also a factor due to not calling in proper notice. These factors were significant [in] our decision to lay off this man.

Anele Stanisclas' termination notice included the following:

This man, was warned several times about, his performance, & his attitude on the job, standing around, talking, smoking while he should of been working, his foreman [unclear] warned him that his method's [sic] of working, were not productive & he was laid off.

<sup>1</sup> Willie Louis testified that he was terminated on August 21, 1994. However, Respondent records illustrated that he was terminated on August 30, 1994.

Despite the comments on his termination notice, Willie Louis testified that he never received a warning and no one told him that he was not performing his job. Louis testified that he and Stanisclas were told they were being laid off because the job was slow. When Louis pointed out that two new employees had been hired that morning, Frank Costa told him those employees were being paid \$6 an hour.

Four of the employees from Respondent's Northwestern job came into the union hall—Anele Stanisclas, Willie Louis, Andrew Brown, and Joe Blevin. They told Chapman they had been laid off. Chapman phoned Job Steward Alvin Barber. Chapman told Barber to have the job foreman come by Chapman's office.

The foreman, Don Robinson, came by the union hall. Chapman asked about the layoff. Foreman Don Robinson said that Frank Mendez had a meeting and said the job "was going non-union, and he didn't need the Union guys no more because he could get all the mens [sic] for \$6.00." Robinson told Chapman that he did not have a problem with the men's work, that they were good workers.

Respondent stipulated that its foremen, Bill Spann and Don Robinson, were supervisors and agents.

Yves Gallet testified that he was present when Louis and Stanisclas were terminated. Stanisclas reacted to his termination by claiming that he had been terminated because he was Haitian. Project Accountant Roger Rouzier recalled he was present with Project Manager Frank Costa at the termination interview. It is Rouzier's job to prepare the layoff paycheck when an employee is terminated. Rouzier told Stanisclas that he was not being discriminated against and that Rouzier himself was Haitian.

Rouzier testified there are other union laborers still on the job that are making \$7.90 an hour and more. On cross-examination, he identified Gwendolyn Apedo, a carpenter's helper as the only union person still on the job. Rouzier admitted there are no laborers remaining that were referred to the job by the Union.

A week after filing the August 24 petition with the NLRB, Manny Chapman went to the jobsite where he spoke with Superintendent Frank Costa. He told Costa that he was looking for Frank Mendez, that Mendez was ducking him and "we haven't had our agreement." He did not succeed in talking with Mendez.

#### Credibility

I found Manny Chapman to be a truthful witness. He appeared to testify responsively on both direct and cross. I was impressed with his demeanor and I credit his testimony.

Alvin Barber and Willie Louis appeared to testify truthfully. In consideration of the demeanor of the witnesses and the full record, I do not credit the testimony of Yves Gallet as to the reason why Louis and Stanisclas were terminated. Gallet's testimony conflicted with the record that failed to show that Louis and Stanisclas were warned about their work before discharge and by the undisputed testimony of Manny Chapman that proved that Foreman Don Robinson told him that Louis, Stanisclas, and two other employees were terminated because Respondent decided to go nonunion. Although Gallet recalled that he was present during the termination, Rouzier recalled that Frank Costa, along with Louis and Stanisclas, were present. I do not credit Rouzier in view of his admission on cross that none of the laborers referred by

the Union remained on the job. That conflicted with his testimony on direct that some of the union referrals were still working and by records which show that one union-referred laborer was on the job at the time of the hearing.

In view of his demeanor and the entire record, I credit the testimony of Willie Louis. Louis' testimony as to the events after his termination, as well as the termination of Anele Stanislas, was not disputed by either of Respondent's two foremen or by Superintendent Frank Costa. Even though Louis' termination notice stated that he had been warned about his work by his foreman, Louis testified to the contrary and his foremen did not testify. Costa did not testify. I credit Louis' testimony including his testimony that he was never warned about his job performance. To the extent there are conflicts, I credit the testimony of Willie Louis and do not credit the testimony of Yves Gallet or Roger Rouzier.

#### Findings

In consideration of the unfair labor practice allegations that Respondent illegally terminated Louis and Stanislas, I should first consider whether the General Counsel proved a prima facie case in support of the allegations. If the evidence supports a prima facie case, then Respondent may show that it would have laid off the employees in the absence of protected activity. *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982); *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983).

As to whether the General Counsel proved that Respondent was motivated to discharge Wilson because of his union activity, the Board has held:

[I]n order to establish a prima facie violation of Section 8(a)(1) and (3) of the Act, the General Counsel must establish (1) that the alleged discriminatees engaged in union activities; (2) that the employer had knowledge of such; (3) that the employer's actions were motivated by union animus; and (4) that the discharges had the effect of encouraging or discouraging membership in a labor organization. [*Electromedics, Inc.*, 299 NLRB 928, 937 (1990), affirmed mem. 947 F.2d 953 (10th Cir. 1991).]

The evidence shows that the alleged discriminatees were referred to the job by the Union. Each of them signed a union authorization card. The record shows that Respondent was aware of their referrals and the referrals showed they were referrals from the Union. The credited evidence proved that Respondent received referral cards from both Louis and Stanislas and copies of those referrals along with Louis' union authorization card were contained in their personnel files with Respondent. Respondent was paying both Louis and Stanislas the \$7.90 it paid to union-referred employees.

The Union filed a representation petition with the NLRB on August 24, 1994, and that petition was served on Respondent on August 26, 1994. Between August 26 and September 2, 1994, Respondent terminated four of its laborers that were making the Union's referral wage of \$7.90 an hour. Two other union-referred laborers quit during that period of time. By the end of September 2, 1994, Respondent employed six fewer union-referred laborers than it employed on

August 24. Of those six only two, Louis and Stanislas, are alleged to have been illegally terminated.

Respondent, in its brief, argued that the Union referred 18 laborers to its Northwestern High School job and that 1 of those 18 remains on the job; 5 were terminated or otherwise left work during 1995; 1 was terminated in December 1994; and 1 appears to have never been employed by Respondent.

In view of the full record, I find that Respondent knew that Louis and Stanislas were affiliated with the Union and had been referred to the job by the Union.

As shown above, I credit the testimony of Manny Chapman including Chapman's testimony as to what Foreman Don Robinson told him as to the reason Respondent terminated Louis and Stanislas. Robinson was a stipulated supervisor and agent. That evidence showed that Respondent terminated Louis and Stanislas because it had decided to go nonunion and to rid itself on its union employees. That evidence proved that Respondent was motivated to terminate Louis and Stanislas because of their union affiliation. I also credit the testimony of Willie Louis that showed that when he confronted Frank Costa about Respondent having hired two new laborers on the morning of Louis' termination, Costa stated that he had hired those men at \$6 an hour. Employees referred by the Union such as Louis and Stanislas were being paid \$7.90 per hour. I find that by terminating Louis and Stanislas because of their union affiliation Respondent's action tended to discourage its employees from engaging in union activity. I find that the General Counsel proved a prima facie case in support of its allegations that Louis and Stanislas were discharged in violation of Section 8(a)(1) and (3) of the Act.

Respondent pointed to the testimony of Yves Gallant in arguing that Louis and Stanislas were terminated because of poor work performance. As shown above, I do not credit Gallant's testimony that conflicted with that of Willie Louis regarding what was said by Respondent's agents during Louis' discharge. Despite Gallant's testimony there was no probative evidence that Louis was ever warned. No supervisor testified that he was present when Louis was warned and Louis testified that he was never warned. Moreover, neither Stanislas nor Louis' personnel records contain any warnings nor do either of those files reflect that either Stanislas or Louis ever received any verbal warnings.

Respondent also argued that Louis was not truthful in his testimony because the records show that Louis did not always work full 40-hour weeks and that conflicts with testimony that he did not miss work. Unfortunately for Respondent those records do not reflect whether Louis failed to work 40 hours because of his actions or because he was not assigned to work a full 40-hour week on those occasions. The record failed to reflect that Louis missed any assigned work.

The full record shows that Respondent did not terminate Louis or Stanislas because of work performance or for any reason other than their union affiliation. In view of the credited evidence, I find that Respondent failed to prove that Louis or Stanislas would have been terminated in the absence of their union affiliation.

The credited evidence also shows that Respondent engaged in pretext. The Eleventh Circuit Court of Appeals has found:

First, the General Counsel must show by a preponderance of the evidence that protected activity was a moti-

vating factor in the employer's decision to discharge an employee. Such a showing establishes a section 8(a)(3) violation unless the employer can show as an affirmative defense that it would have discharged the employee for legitimate reason regardless of the protected activity. The General Counsel may then offer evidence that the employer's proffered "legitimate" explanation is pretextual—that the reason either did not exist or was in fact relied upon—thereby conclusively restore the inference of unlawful motivation. [*NLRB v. United Sanitation Service*, 737 F.2d 936, 939 (11th Cir. 1984); also quoted in *Northport Health Services, Inc. v. NLRB*, 961 F.2d 1547, 1550 (11th Cir. 1992).]

As shown above, the evidence showed that Respondent's policy was to first warn and then talk with employees about work problems before discharge. Here, there was no evidence showing that either Willie Louis or Anele Stanisclas was ever warned about their work. Instead the credited testimony of Willie Louis proved that he was not warned about his work and that he was told by Superintendent Frank Costa that employees hired on the day of his termination were receiving \$6 an hour as opposed to the \$7.90 an hour paid union referrals and that the job was not Union. I agree with the General Counsel. The evidence failed to support Respondent's contention that it would have discharged Louis and Stanisclas absent their union activity and the record showed that Respondent's asserted basis for that discharge was pretextuous.

#### CONCLUSIONS OF LAW

1. Urban Constructors, Inc. and Urban Organization is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Laborers' International Union of North America, Local 478, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent by discharging its employees Willie Louis and Anele Stanisclas because they had been referred to the job by the Union, engaged in activity violative of Section 8(a)(1) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

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

Having found that Respondent has illegally laid off its employees Willie Louis and Anele Stanisclas because of their protected activities, I shall order Respondent to offer Louis and Stanisclas immediate reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges. I further shall order Respondent to make Louis and Stanisclas whole for any loss of earnings they suffered as a result of the discrimination against them and that Respondent remove from its records any reference to the unlawful discharges of its employees Willie Louis and Anele Stanisclas and notify Louis and Stanisclas in writing

that Respondent's unlawful conduct will not be used as a basis for further personnel action. Backpay shall be computed as described in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as described 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>2</sup>

#### ORDER

The Respondent, Urban Constructors, Inc. and Urban Organization, Miami, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Laying off its employees because the employees were referred to the job by Laborers' International Union of North America, Local 478, AFL-CIO or by any other labor organization or because the employees are affiliated with the Union.

(b) In any like or related manner interfering with, restraining, or coercing its 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) Offer Willie Louis and Anele Stanisclas immediate and full reinstatement 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 Louis and Stanisclas whole for any loss of earnings plus interest, they suffered by reason of its illegal actions.

(b) Rescind its discharges of Willie Louis and Anele Stanisclas and remove from its files any reference to its discharges of Louis and Stanisclas and notify Willie Louis and Anele Stanisclas in writing that this has been done and that evidence of its unlawful actions will not be used against them in any way.

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

(d) Post at its facility in Miami, Florida, copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 12, 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.

<sup>2</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.

<sup>3</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 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."

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

APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY THE 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 lay off our employees because they were referred to our job by Laborers' International Union of North America, Local 478, AFL-CIO or by any other labor organization.

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

WE WILL rescind our layoff of Willie Louis and Anele Stanisclas and WE WILL notify them in writing that we will not use their layoffs against them in any manner.

WE WILL offer immediate and full reinstatement to Willie Louis and Anele Stanisclas to their former jobs or, if those jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges.

WE WILL make Willie Louis and Anele Stanisclas whole for any loss of earnings they suffered by reason of our discrimination against them with interest.

URBAN CONSTRUCTORS, INC. AND URBAN  
ORGANIZATION