

**Local 74, Service Employees International Union
(Parkside Lodge of Connecticut, Inc.) and
Kevin L. Orce. Case 34-CB-1634**

March 21, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX
AND HIGGINS

The issues presented in this case include whether the Respondent violated Section 8(b)(1)(A) of the Act by failing to advise Charging Party Kevin L. Orce and other unit employees who were subject to a union-security clause of their rights under *NLRB v. General Motors*, 373 U.S. 734 (1963), and *Communications Workers v. Beck*, 487 U.S. 735 (1988).¹

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs² and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order and to adopt the recommended Order as modified and set forth in full below.³

The judge applied the Board's decision in *Electronic Workers Local 444 (Paramax Systems)*, 311 NLRB 1031 (1993), enf. denied 41 F.3d 1532 (D.C. Cir. 1994), to find that the Respondent violated Section 8(b)(1)(A) by maintaining a contractual union-security clause provision requiring unit employees, as a condition of employment, to become "members in good standing" without apprising them that under *General Motors*, supra, the extent of their "membership" obligation was to pay initiation fees and dues. The judge concluded, however, that "[i]nasmuch as there is currently no Board decision directly on point," he was required to dismiss the complaint allegation that the Respondent unlawfully failed to inform employees of their *Beck* rights. For the reasons explained below, we rely on recent Board precedent issued after the judge's

decision to find that the Respondent unlawfully failed to provide notice of *Beck* and *General Motors* rights.⁴

In *California Saw & Knife Works*, 320 NLRB 224 (1995), and in *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995), the Board addressed numerous issues involving the *Beck* and *General Motors* rights of employees covered by contractual union-security clauses. In *California Saw*, we considered for the first time an array of unresolved questions raised by the Supreme Court's decision in *Beck*, and held that the union there violated its duty of fair representation by failing, when seeking to obligate employees to pay fees and dues under a union-security clause, to notify bargaining unit employees who were not union members that they had the right under *Beck* to limit payment of their union-security dues and initiation fees to moneys spent on activities germane to their union's role as a 9(a) bargaining representative.

The finding of a violation in *California Saw* was accompanied by two observations pertinent to the issue of notification of *General Motors* rights—(1) that the exercise of *Beck* rights is restricted to unit employees who, under *General Motors*, are not full union members but pay union dues and initiation fees as a condition of employment pursuant to a union-security agreement; and (2) that without notification of both sets of rights, employees covered by union-security agreements requiring "membership" in the union may be misled to believe that payment of full dues and the assumption of full union membership is required. To dispel such a mistaken belief, we held that in addition to informing nonunion employees of the bargaining unit of their *Beck* rights, a union must also tell them of their *General Motors* right to be and remain nonunion bargaining unit employees.

In the companion *Weyerhaeuser* decision, the Board extended the requirement of *Beck* and *General Motors* notice to all unit employees—union as well as nonunion employees. Unlike the complaint in *California Saw*, which encompassed only nonunion bargaining unit employees, the complaint in *Weyerhaeuser* alleged *General Motors* and *Beck* notice violations as to all unit employees. The Board found that the "rationale of *California Saw* for concomitant notice of *Beck* and *General Motors* rights applies with no less force to those who are still full union members and who did not receive those notices before they became members." 320 NLRB at 349. Furthermore, the Board premised the *General Motors* notice violation on the inextricable link between *Beck* and *General Motors* rights,

¹ On December 6, 1993, Administrative Law Judge D. Barry Morris issued the attached decision. The Respondent, the General Counsel, and the Charging Party filed exceptions and supporting briefs. The Respondent filed an answering brief in response to the exceptions of the Charging Party, and the General Counsel and the Charging Party filed an answering brief in response to the Respondent's exceptions. The Charging Party filed a brief in reply to the Respondent's answering brief.

² The Respondent filed a motion to strike portions of the Charging Party's brief in support of exceptions on grounds that matters referred to therein are outside the record in this case. The Charging Party filed an opposition to the Respondent's motion. The matters sought to be stricken from the Charging Party's exceptions brief were not considered in deciding the issues presented herein and, therefore, we find it unnecessary to pass on the Respondent's motion.

³ We shall modify the judge's recommended Order in accordance with our decision in *Indian Hills Care Center*, 321 NLRB 144 (1996).

⁴ The judge found, and we agree, that the Respondent's use of "dual purpose" union membership and dues-checkoff authorization cards violated Sec. 8(b)(1)(A). Contrary to argument by the Respondent, we do not find that such cards are facially unlawful. It was their use as the exclusive means by which bargaining unit employees could meet financial obligations to the Respondent that violated the Act.

i.e., that an employee may not exercise *Beck* rights without first exercising *General Motors* rights, rather than on the ambiguous language of the parties' contractual union-security clause.⁵ In sum, the Board held that "in order for all unit employees subject to a union-security provision to exercise their *Beck* rights meaningfully, the law requires that notice of those rights include notice that the only way in which they can do so is to exercise the right under *General Motors* to become nonmembers." *Id.* at 350. By failing to provide notice of both sets of rights, the Board found that the union violated Section 8(b)(1)(A) of the Act.

Furthermore, the Board has emphasized that a union is afforded a wide range of reasonableness under the duty of fair representation in satisfying these notice obligations.⁶ "The form of such notice is not prescribed by the Board . . . and 'the union meets [its] notice obligation as long as it has taken reasonable steps' to notify employees of their *Beck* rights before they become subject to obligations under the union-security clause. *California Saw & Knife*, [320 NLRB at 233]. The same holds true of their *General Motors* rights."⁷

The instant case represents a hybrid of *California Saw* and *Weyerhaeuser* in that the complaint alleges a *General Motors* notice violation as to all unit employees, but a *Beck* notice violation only as to bargaining unit employees who are not full union members. There is no evidence that the Respondent informed any unit employees of these rights at the time it sought to obligate unit employees to pay fees and dues under the union-security clause.⁸ Accordingly, applying the principles set forth in *California Saw* and *Weyerhaeuser*, we adopt the judge's finding that the Respondent violated Section 8(b)(1)(A) by failing to provide all unit employees notice of their *General Motors* rights, and further find that the Respondent violated Section 8(b)(1)(A) by failing to provide nonunion employees in the bargaining unit notice of their *Beck* rights.⁹

AMENDED REMEDY

Having found that the Respondent violated Section 8(b)(1)(A), we shall order it to cease and desist and

⁵ See *Paramax Systems*, supra.

⁶ 320 NLRB at 235; *Weyerhaeuser*, 320 NLRB at 350.

⁷ *Weyerhaeuser*, supra.

⁸ Member Fox notes that, as the judge found, the date on which the Respondent, through its business agent, first sought to require bargaining unit members to sign cards obligating them to pay full dues and fees was June 25, 1992. The unfair labor practice charge was timely filed on November 27, 1992.

⁹ In light of our finding that the Respondent unlawfully failed to give unit employees notice of their *General Motors* rights, there is no warrant for finding the "members-in-good-standing" language of the union-security clause unlawful on its face. As stated in our recent decision in *Rochester Mfg. Co.*, 323 NLRB 260 (1997), the clause will be clarified by notice of *General Motors* rights which we will order the Respondent to provide to all unit employees.

take certain affirmative action that will effectuate the policies of the Act. Specifically, in accordance with *Rochester Mfg. Co.*, supra at 260-261, the Respondent will be ordered to notify all bargaining unit employees of their *General Motors* rights and their *Beck* rights, and to reimburse those who object, nunc pro tunc, for any dues and fees exacted from them for nonrepresentation activities.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified and set forth in full below and orders that the Respondent, Local 74, Service Employees International Union, Canaan, Connecticut, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to notify unit employees, when they first seek to obligate them to pay fees and dues under a union-security clause, of their right to be and remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

(b) Notifying Parkside Lodge employees that they are required to become members of the Union.

(c) Presenting union authorization cards to employees which serve as both a union membership application and as a dues-checkoff authorization, unless such employees are clearly and unequivocally offered an alternative means of paying their required fees other than through checkoff.

(d) 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) Notify all unit employees in writing of their right to be or remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, supra, to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

(b) Process the objections of nonmember bargaining unit employees in the manner prescribed in the remedy section of this decision.

(c) Reimburse, with interest, nonmember bargaining unit employees who file objections under *Communications Workers v. Beck*, supra, with the Union for any dues and fees exacted from them for nonrepresentational activities for each accounting period since July 1, 1992, in the manner prescribed in the remedy section of this decision.

(d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination

and copying, all records necessary to analyze the amount of reimbursement to be paid union nonmember bargaining unit employees who file objections under *Communications Workers v. Beck*, supra, with the Union.

(e) Within 14 days after service by the Region, post at its business offices and meeting halls copies of the attached notice marked "Appendix."¹⁰ Copies of the notice, on forms provided by the Regional Director for Region 34, after being signed by the Respondent's authorized representatives, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notice to employees and members are customarily posted. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Furnish signed copies of the notice to the Regional Director for posting by Parkside Lodge of Connecticut, Inc., if willing, at places on its premises where notices to employees are customarily posted. Copies of that notice, to be furnished by the Regional Director, shall, after being signed by the Respondent's authorized representatives, shall be returned to the Regional Director for disposition by him.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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.

¹⁰If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

WE WILL NOT fail to notify unit employees, when we first seek to obligate them to pay dues and fees under a union-security clause, of their right to be and remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

WE WILL NOT notify Parkside Lodge employees that they are required to become members of the Union.

WE WILL NOT present union authorization cards to employees which serves as both a union membership application and a dues-checkoff authorization, unless employees are clearly and unequivocally offered an alternative means of paying their required fees other than through checkoff.

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

WE WILL notify all unit employees in writing of their right to be or remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, supra, to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

WE WILL process the objections of nonmember bargaining unit employees, and reimburse, with interest, nonmember bargaining unit employees for any dues and fees exacted from them for nonrepresentational activities for each accounting period since July 1, 1992, for which they file an objection in exercise of their rights as nonmembers under *Communications Workers v. Beck*, supra.

LOCAL 74, SERVICE EMPLOYEES INTERNATIONAL UNION

Craig L. Cohen, Esq., for the General Counsel.

Ira A. Sturm, Esq. (Manning, Raab, Dealy & Sturm), of New York, New York, for the Respondent.

Hugh L. Reilly, Esq. (National Right to Work Legal Defense Foundation), of Springfield, Virginia, for the Charging Party.

DECISION

STATEMENT OF THE CASE

D. BARRY MORRIS, Administrative Law Judge. This case was heard before me in Hartford, Connecticut, on May 10, 1993. Upon a charge filed on November 27, 1992, as amended, a complaint was issued on January 29, 1993, alleging that Local 74, Service Employees International Union (Respondent or the Union) violated Section 8(b)(1)(A) of the National

Labor Relations Act (the Act).¹ Respondent filed an answer denying the commission of the alleged unfair labor practices.

The parties were given full opportunity to participate, produce evidence, examine and cross-examine witnesses, argue orally, and file briefs. Briefs were filed by all of the parties.

Upon the entire record of the case, including my observation of the demeanor of the one witness who testified, I make the following

FINDINGS OF FACT

I. JURISDICTION

Parkside Lodge of Connecticut, Inc. (the Employer), a Delaware corporation, with an office and place of business located in Canaan, Connecticut, has been engaged in the operation of a drug and alcohol rehabilitation facility. Respondent admits, and I so find, that the Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. In addition, it has been admitted and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Issues

The issues are:

1. Did Respondent violate the Act through its maintenance of a union-security clause in its collective-bargaining agreement with the Employer?

2. Did Respondent violate the Act by using and requiring employees to sign a dual-purpose authorization card?

3. Did Respondent violate the Act by failing to provide notice to nonmember employees of their *Beck*² rights.

B. The Facts

1. Background

Kevin L. Orce began working for the Employer on February 6, 1990. It is undisputed that at no time was he a member of the Union. In March 1991, the Employer granted voluntary recognition to the Union as the exclusive bargaining representative of its employees in certain job classifications, including the position held by Orce. In May 1992,³ a ratification vote on the proposed collective-bargaining agreement was held among the unit employees. A majority of the employees voted in favor of the proposed agreement. In mid-June, George Martin, Orce's immediate supervisor, distributed to Orce and other employees cards, one side of which was a union membership application and the other side being a payroll deduction authorization. Orce did not fill out or sign either the membership application or the payroll deduction authorization.

On June 25, Richard Bernardo, the Union's business representative, came to the facility to collect the cards. Orce

handed Bernardo the card and Bernardo noticed that Orce did not sign either side. Orce testified as follows:

[Bernardo] told me that they had to be signed, at which time I told him that, as I told you when you first came here, I don't intend to join your organization, but I would accept financial core membership. At that time he told me that there was no such thing in the union shop. And I told him that I believed he was mistaken and that I would not sign the cards.

He asked me to explain to him what I thought financial core membership meant, to which I replied that I was responsible to pay a percentage of dues, but not the full dues and that I wasn't responsible for paying for building funds or political contributions.

Q. What . . . if anything did Mr. Bernardo say after you explained what your understanding was?

A. He said that I was wrong and I said, well, I'm still not going to sign your cards. And he said I'm sorry you feel that way and he left.

On July 1, the Union and the Employer executed the collective-bargaining agreement. The agreement, which is effective by its terms until December 31, 1994, contains a union-security provision, which states, in pertinent part:

It shall also be a condition of employment that all employees of the Employer covered by this Agreement . . . who are members of the Union in good standing on the execution or effective date of the Agreement, whichever is later, shall remain members in good standing and those who are not members on the execution or effective date of this Agreement, whichever is later, shall on the thirtieth (30th) day following the execution or effective date of this Agreement, whichever is later, become and remain members in good standing in the Union.

Bernardo returned to the facility on July 16 for a union meeting. Orce, who attended the meeting, was asked by Bernardo to remain after the meeting ended. Orce again told Bernardo that he would accept financial core membership and Bernardo replied that he had to "speak to his people and get the formula for the dues equivalent." Orce made repeated requests for the information from Bernardo and shop steward, Robert Partridge. At one point Partridge told Orce that he was "close to getting the formula." It is undisputed that at no time has the Union advised Orce of the amount of dues he would be required to pay as a financial core member, nor has the Union ever advised Orce of the percentage of funds spent for nonrepresentational activities.

2. Union-security provision

In *Electronic Workers Local 444 (Paramax Systems)*, 311 NLRB 1031 (1993), the Board rejected the model clause which it had previously approved in *Keystone Coat, Apron & Towel Supply Co.*, 121 NLRB 880 (1958), finding the phrase "membership in good standing" to be ambiguous. The Board stated:

The contractual language requiring that unit employees become and remain "members of the Union in good standing," is ambiguous and fails to apprise em-

¹The General Counsel's motion to withdraw par. 17 of the complaint, which alleged the violation of Sec. 8(b)(2) of the Act, is granted.

²*Communications Workers v. Beck*, 487 U.S. 735 (1988).

³All dates refer to 1992 unless otherwise specified.

ployees of the lawful limits of their obligation. Indeed, a literal reading of the clause would lead an employee unversed in labor law to believe that employees were obliged to join the Union and satisfy all of the requirements for membership as a condition of employment. This literal reading of the clause would chill the exercise of employees' Section 7 rights to refrain from union membership and support.

Because the clause is ambiguous, and directly implicates employees' fundamental statutory rights, the Respondents are obligated to tell employees what the clause actually requires. . . . By failing to inform unit employees of their obligations, the Respondents breached their fiduciary duty of fair dealing in violation of Section 8(b)(1)(A). [311 NLRB at 1041.]

The union-security provision in the collective-bargaining agreement between the Union and the Employer in the instant proceeding provides that it shall be a condition of employment that current employees shall remain "members in good standing" and those who are not members shall, on the thirtieth day following the execution or effective date of the agreement, "become and remain members in good standing in the Union." This language is substantially identical to the language found in the union-security provision in *Paramax* and in the model language contained in *Keystone*. While the Board in *Paramax* held that the union-security clause is not unlawful per se, it found that the Union's use of the provision without explaining to employees what the provision actually requires, constituted a breach of the Union's duty of fair representation.

The complaint in the instant proceeding alleges that the use of the union-security provision violates Section 8(b)(1)(A) of the Act. Inasmuch as the provision does not advise employees that membership in good standing is limited to payment of initiation fees and dues, I find, in accordance with *Paramax*, supra, that the Union's maintenance of the union-security provision in its collective-bargaining agreement with the Employer violates Section 8(b)(1)(A) of the Act.

3. Dual-purpose authorization card

The complaint alleges that Respondent violated the Act by informing employees that they were required to execute the dual-purpose authorization card as a condition of employment. In mid-June, Orce's supervisor distributed cards, one side of which contained an application for membership in the Union, and the other side of which contained a payroll deduction authorization. On June 25 Bernardo came into the shop to collect the cards. When Orce handed Bernardo the unsigned cards Bernardo told him that "they had to be signed." Orce responded that "I don't intend to join your organization, but I would accept financial core membership." After Orce again told Bernardo, "I'm still not going to sign your cards," Bernardo replied, "I'm sorry you feel that way." The next time Orce spoke with Bernardo was on July 16. At that time Orce repeated to Bernardo that he would accept financial core membership and Bernardo replied that "he had to speak to his people and get the formula for the dues equivalent." The General Counsel maintains that since on June 25 Bernardo told Orce that the cards "had to be signed," this constituted a requirement to execute the card

as a condition of employment, in violation of the Act. Respondent contends, however, that whatever impression Orce was left with in June was clarified in July when Bernardo told Orce that he had to "speak to his people and get the formula for the dues equivalent."

I find that Bernardo's statement in June that the card "had to be signed" violated the Act. While Bernardo subsequently stated that he had to "get the formula for the dues equivalent," at no time did he specifically retract the earlier statement. As stated above, a nonmember's only obligation is to pay initiation fees and dues. A union may not require that he become a union member. See *Communications Workers Local 1101 (New York Telephone)*, 281 NLRB 413, 417 (1986). In addition, it is well settled that the dues-checkoff authorization must be voluntarily made and that an employee has a right under Section 7 to refuse to sign a checkoff authorization. *Electrical Workers Local 601 (Westinghouse Electric Corp.)*, 180 NLRB 1062 (1970). Accordingly, I find that Respondent, by informing Orce that he had to execute the card, violated Section 8(b)(1)(A) of the Act.

The complaint also alleges that use of the dual-purpose authorization card was in itself unlawful. In *Communications Workers Local 1101 (New York Telephone)*, supra, 281 NLRB 413, the union used only one membership application form. On the membership card an employee was required to choose one of two boxes. The first box authorized, inter alia, payroll deduction of membership dues and the second authorized payroll deduction of an agency fee. The Board pointed out that the "Union's sole membership application provides no alternative to check-off payments." The Board held that Respondent violated the Act "by maintaining the policy of providing employees with dues check-off authorizations as the sole means of satisfying their obligations to remit the appropriate fees" (281 NLRB at 414). Similarly, in this proceeding I find that Respondent, by not providing an alternative to checkoff payments, violated Section 8(b)(1)(A) of the Act.

4. Failure to provide notice to nonmember employees of their Beck rights

Orce is not a member of the Union. Instead, he advised the Union that he would exercise his right to become a "financial core" member. In *Beck*, supra, 487 U.S. at 745, the Supreme Court held that "financial core" membership does not include the obligation to support union activities beyond those "germane to collective bargaining, contract administration and grievance adjustment." It is undisputed that the Union has not informed Orce of the percentage of funds spent for nonrepresentational activities nor has it advised him that as a nonmember he can object to having his payments spent on such activities.

The General Counsel maintains that a union has the duty to inform nonmembers of their statutory rights under Beck and that failure to do so is a violation of Section 8(b)(1)(A) of the Act. While the General Counsel concedes that there is no Board decision directly on point, he urges that I look to court decisions interpreting union obligations under the Railway Labor Act as well as cases defining a union's duty of fair representation in analogous situations under the Act. In *California Saw & Knife Works*, 320 NLRB 224 (1995), Administrative Law Judge Clifford H. Anderson was pre-

sented with a similar argument by the General Counsel. Judge Anderson stated [320 NLRB at 288 fn. 19]:

I specifically reject the suggestions of the parties that I fashion a broad new approach in the *Beck* area. It is simply not the province of an administrative law judge either to change Board law on his own motion or even to anticipate changes that he believes the Board will undertake in light of new developments. Changing the law is the special province of the Board and the Court.

....

Accordingly, even though *Beck* may require a broader and more creative sweep than set forth herein, and even though it may be fairly predicted that the Board will make such broad and sweeping changes in current Board law to accommodate the Court's holding in *Beck*, resolution of the allegations of the complaint at this stage of the proceeding will be undertaken by an application of current law however clumsy and limited the result may seem. I view my limited discretion as allowing no more. For the parties to achieve more they must press on to the Board.

As noted above in *Paramax*, supra, the Board modified the model clause in *Keystone* so that a union is required to inform employees of their *General Motors* rights. The Board specifically stated, however, that the "issues and obligations arising under *Beck* are not before us" (fn. 30). Inasmuch as there is currently no Board decision directly on point, consistent with Judge Anderson's decision, I believe that it is not for me to grant the General Counsel's request. In this connection I note that a rulemaking proceeding is presently pending before the Board with respect to the issues raised by *Beck* (57 Fed.Reg. 43635). Accordingly, the allegations contained in paragraph 15 of the complaint are dismissed.

CONCLUSIONS OF LAW

1. Parkside Lodge of Connecticut, Inc. is an employer engaged in commerce, within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By maintaining and giving effect to a union-security clause requiring that employees, as a condition of employment, become and remain "members in good standing in the Union," without apprising unit employees that under *NLRB v. General Motors* they need only tender to Respondent uniform initiation fees (if applicable) and dues, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) of the Act.
4. By notifying employees that they were required to become members of the Union, Respondent has engaged in an unfair labor practice within the meaning of Section 8(b)(1)(A) of the Act.
5. By using a dual-purpose authorization card without giving the employees the option to remit dues or fees by a method other than checkoff, Respondent has engaged in an unfair labor practice within the meaning of Section 8(b)(1)(A) of the Act.
6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.
7. Respondent did not violate the Act in any other manner alleged in the complaint.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices, I find it necessary to order Respondent to cease and desist therefrom. Respondent will also be ordered to take certain affirmative action necessary to effectuate the policies of the Act, including notifying each unit employee, in writing, of the employee's *General Motors* rights.

[Recommended Order omitted from publication.]