International Brotherhood of Electrical Workers, Local 2321, AFL–CIO *and* Gregory Burns. Case 1–CB–10559

July 18, 2007

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS SCHAUMBER AND WALSH

On April 11, 2007, Administrative Law Judge Joel P. Biblowitz issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed an answering brief to the Respondent'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[1] and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified and set forth in full below.[2]

ORDER

The National Labor Relations Board orders that the Respondent, International Brotherhood of Electrical Workers, Local 2321, AFL–CIO, Lawrence, Massachusetts, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Enforcing an overtime rule at the Verizon Lawrence garage that provides that employees who collectively pull their overtime availability are not charged for refusing to work overtime, while employees who do work overtime during these periods are charged for the overtime hours worked.

(b) 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) Rescind the overtime rule at the Verizon Lawrence garage that provides that employees who collectively pull their overtime availability are not charged for refusing to work overtime, while employees who do work overtime during these periods are charged for the overtime hours worked.

(b) Make whole Gregory Burns for the overtime hours that he lost due to the Respondent's failure to charge employees of Verizon New England for the overtime hours that they refused to work on November 25, 26, and 27, 2005.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its union office copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members 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.

(e) Sign and return to the Regional Director sufficient copies of the notice for posting by Verizon New England, if willing, at all places at the Lawrence garage where notices to employees are customarily posted.

(f) 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 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 Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

[1] The Respondent has requested oral argument. The request is denied as the record, exceptions, and briefs adequately present the issues and the positions of the parties.

In light of the findings herein, the Employer Verizon New England's Motion for Leave to File Answering Brief is denied as moot.

[2] We have modified the Order to conform to the judge's recommendation that the overtime rule be rescinded and to conform to the Board's standard remedial language. We have attached a new notice to conform to the Order.

[3] 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."

Choose representatives to bargain on your behalf with your employer

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT enforce an overtime rule at the Verizon Lawrence garage that provides that employees who collectively pull their overtime availability are not charged for refusing to work overtime, while employees who do work overtime during these periods are charged for the overtime hours worked.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights set forth above.

WE WILL rescind the overtime rule at the Verizon Lawrence garage that provides that employees who collectively pull their overtime availability are not charged for refusing to work overtime, while employees who do work overtime during these periods, are charged for the overtime hours worked.

WE WILL make whole Gregory Burns for the overtime hours that he lost due to our failure to charge employees of Verizon at the Lawrence garage for the overtime hours that they refused to work on November 25, 26 and 27, 2005.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2321, AFL–CIO

Karen Hickey, Esq., for the General Counsel.
Harold Lichten, Esq. and *Maydad Cohen, Esq. (Pyle, Rome, Lichten, Ehrenberg & Liss-Roirdan, P.C.),* for the Respondent.
Gregory Burns, Pro Se.

DECISION

STATEMENT OF THE CASE

JOEL P. BIBLOWITZ, Administrative Law Judge. This case was heard by Administrative Law Judge Lawrence W. Cullen on February 5, 2007, in Boston, Massachusetts. The amended complaint herein, which issued on December 5, 2006, and was based upon an unfair labor practice charge that was filed on January 6, 2006, by Gregory Burns, an individual, alleges that from about November 21, 2005,[1] until at least about November 26, International Brotherhood of Electrical Workers, Local 2321, AFL–CIO (the Respondent and/or the Union), engaged in a refusal to perform voluntary overtime work requested by Verizon New England (the Employer), and that on November 24, 25, and 26, Burns volunteered for, and worked, overtime for the Employer. The amended complaint further alleges that the Respondent maintains and administers an overtime work list which offers the overtime to the person with the lowest number of overtime hours for that calendar year, and that on about November 27, the Respondent charged Burns for these overtime hours worked, i.e., it credited him for the overtime hours that he worked during that period, while failing to charge employees who engaged in the concerted refusal to perform voluntary overtime and who refused to work overtime hours during this period, even though under Respondent's normal rules, an employee who refuses to work overtime will be "charged" (credited) with having worked those hours. The complaint concludes that the Respondent engaged in this conduct because Burns refused to participate in the refusal to perform overtime work, and refused to engage in a work stoppage in violation of the contract between the parties, and therefore the Respondent violated Section 8(b)(1)(A) of the Act.

Subsequent to the closing of the hearing Judge Cullen developed a serious medical condition and is not expected to return to work before July 2007. Administrative Law Judge William Cates, the Associate Chief Judge in the Atlanta office of the Division of Judges, notified the parties of Judge Cullen's condition, and they all agreed that a new judge should be assigned to this matter to prepare and serve upon the parties a decision utilizing the existing record in this matter. By Order Designating a Replacement Administrative Law Judge dated March 7, 2007, Judge Cates designated the undersigned to replace Judge Cullen in this matter.

FINDINGS OF FACT

I. JURISDICTION

Respondent admits, and I find, that the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION STATUS

Respondent admits, and I find, that it has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE FACTS

The Union, together with other locals of the international union, has been the exclusive collective-bargaining representative for certain of the employees of the Employer for a number of years. The most recent collective-bargaining agreement between the parties is effective for the period August 3, 2003 through August 2, 2008. The unit employees involved in the instant matter are splice service technicians (SST) employees employed at the Employer's facility in Lawrence, Massachusetts (the Lawrence garage and/or the facility). Prior to the opening of the hearing, the parties agreed to the following stipulations:

> From at least about November 21, 2005 until at least about November 27, 2005, with the exception of November 24, 2005, Union members employed in Verizon's Lawrence, Massachusetts garage, with the knowledge and support of union president Kelly and union steward Kierce, engaged in a concerted refusal to perform voluntary overtime work requested by the Employer.
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> In or about November 27, 2005, Respondent credited Burns for the overtime hours that he worked on November

[1] Unless indicated otherwise, all dates referred to relate to the year 2005.

24, 25 and 26, 2005, pursuant to the overtime system that is maintained and administered by the Union.

About November 27, 2005, the Respondent did not charge employees who engaged in the concerted refusal to perform voluntary overtime, as described above.

The Employer initially determines if it will need employees to perform work on an overtime basis; however, the Union maintains the overtime list that the Employer employs in selecting employees for the work involved. The Employer will first ask employees at the top of this list and then work its way down the list. This is voluntary overtime. If the Employer cannot obtain sufficient volunteers, it has the right to invoke mandatory overtime, up to a maximum of 10 to 12 hours per week per employee, depending on the weather. The Employer has the further right to declare an emergency and suspend the overtime rules entirely and to force employees to work an unlimited number of overtime hours. The contract between the parties, at P3.04, states:

> The Company will distribute overtime in as fair and equitable a manner as circumstances and the job requirements will permit. Records of overtime distribution will be maintained locally. Overtime distribution procedures cannot be designed to encourage or foster payment of overtime at two (2) times the straight time rate.

The overtime rules are established and voted on by the employees in each of the Employer's facilities. The Lawrence Garage overtime list rules and guidelines states, inter alia:

> *2. Distribution of overtime*: Overtime will be distributed in a fair and equitable manner as outlined in the contract. The person with the lower hours will be given the first opportunity to work. Job continuity and specialized skills will be considered where applicable by management when making this determination.
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> *3. Tracking overtime.* Overtime hours will be kept on a daily basis Monday through Friday. Charged hours will be recorded by a designated person acceptable by the Union.
>
> *4. Availability.* The overtime availability will run from Monday through Sunday. All hours will be calculated daily Monday through Thursday, with Friday morning's list representing the order of technicians to work the weekend depending on their availability. Employees will make themselves available at the start of their normal tour of duty for that day's overtime. Weekend availability will be taken Friday morning and will stand for the weekend and Holiday if applicable. (If you later choose to make yourself available, you must notify the Duty Foreman, Maintenance Center, and the person handling the overtime list by 2 p.m. that Overtime day, or you will be placed at the bottom of the list.) It will be the *employee's responsibility* to give their manager or Duty Foreman their availability. [Emphasis supplied.]
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> *5. Vacation.* No charge Friday and Saturday before the vacation week and the Sunday after the vacation week, except when vacation is taken on a "day at a time" basis. No charge for any vacation day. Full E.W.D. or any 1/2 E.W.D. in the second half of the workday. No charge for Saturday or Sunday if combined with 5 vacation days (or 4 vac. Days + HOL), i.e. (vac Thur.–Fri. and Mon.–Wed., or Wed.–Fri.+ Mon.–Tue. Etc.)
>
> *6. All hours of overtime worked will be charged.*
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> *7. Incidental Overtime.* Only those who work will be charged, providing there is no overtime scheduled for that evening.
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> *8. Charging.* During the week if you are asked to work overtime and refuse, you will be charged the minimum 2 hour bogey when the maximum forced hours are 10 per week, and 3 hours when the maximum forced hours are 12 per week. If you work 1 hour of O.T. and are asked to work and refuse, you will be charged the additional hours. . . . On weekends and Holidays, you will be charged a flat rate of 8 hours. . . .

Lawrence Lumia Jr., a union member and an SST employee at the facility, has administered and maintained the overtime list at the facility for in excess of 5 years. This overtime list rules and guidelines is posted in the employees' breakroom at the facility. The employees at the facility meet in December every year to propose and vote on changes to these overtime rules, although these changes have not been put in writing. Although the rules and application are somewhat complicated, the purpose of the rules and list is simple: the employee with the least amount of accumulated overtime should be the first one chosen to work overtime. The most important category on the overtime list is the year-to-date total for all overtime hours worked and charged. The employee with the lowest number of hours year-to-date is at the top of the list and as you go down the list the number of hours increases to the last name on the list, the employee with the highest number of overtime hours worked or charged, and this is the employee who would be called last for overtime.

Robert Antonelli, a first-line supervisor for the Employer at the facility, testified that each morning the managers at the facility ask the SSTs working under their supervision if they would be available for overtime that day should their services be needed. This information is recorded, and given, together with a listing of the employees who worked overtime the prior day and the number of hours worked, to Lumia, or another union representative. Lumia then updates this list, charging, or crediting, employees who worked overtime, and charging employees who refused overtime work, although he testified that there are some exceptions where employees are not charged for refusing overtime work, such as if they are in training, on vacation, a sick day, union business, or a blood donor. On those occasions they would not be charged for refusing overtime. After assembling this information, Lumia then informs Antonelli of the priorities, or gives him the updated list, and the Employer then calls employees for overtime pursuant to the priorities, and qualifications, on the list. The dispute herein is not about the exceptions set forth above, but to another exception alleged by the Union; that when the employees at the facility collectively vote to pull their overtime for a certain period, they are not charged for refusing overtime during that period. Lumia testified that the rule is that when all the employees at

the garage collectively pull their overtime, "no one will be charged if someone is forced to work overtime." Burns testified that he is not aware that the Union had a practice of not charging anyone who refuses to work overtime as a result of a vote of the employees to pull their overtime. He also testified that he is not aware of any situation other than the instant situation where an employee worked voluntary overtime at a time when the other employees had pulled their overtime. In the past, when the employees voted to pull their overtime, none of the employees voluntarily accepted overtime and the Employer was forced to order mandatory overtime. In that situation, Burns agrees, the other employees would not be charged for refusing overtime.

The events occurred during the Thanksgiving week of 2005, from Monday, November 21, through Sunday, November 27. Because of the nature of the Employer's operation, the employees at the facility work a Monday through Saturday workweek, and must be available for overtime work when needed. Those employees who are scheduled to work on Saturday do so at a straight-time basis and are given one other day off that week, plus Sunday. The day off is known as "Day Unassigned" or DU, and a DU schedule is posted weekly where the employees' assigned DUs are listed. The past practice at the facility has been that there would be no DU postings for the Thanksgiving or Christmas weeks. However, on November 16, the Employer announced that there would be a DU schedule for the week of Thanksgiving, and that employees who were asked to work on their DU day, would do so at straight time rather than at the overtime rate. So, for example, all employees who were scheduled to have their day off on Monday, Tuesday, or Wednesday that week (all the employees at the facility took the Friday after Thanksgiving as their floating holiday) could be asked to work on Saturday at straight time. The employees at the facility were unhappy with this decision by the Employer and at a meeting of the unit employees on November 17, a majority voted to withhold, or "pull" their availability for overtime for the week, except for Thursday, November 24. Burns participated in this action with the other employees until Friday, November 25, when he made himself available for voluntary overtime beginning on that day, and worked 14 hours of overtime on Friday, November 25, 17 hours of overtime on Saturday, November 26, and 6 hours on Sunday, November 27. He was charged, or credited, for these overtime hours while none of the other employees were charged for refusing to work overtime during this period. As a result, his position on the overtime list went from number 10 of 52 on November 23, to number 46 as of November 28.

Burns testified that when he arrived for work on Monday, November 28, Union Steward Brian Kierce told him that it was wrong for him to go against the Union and that he was helping the Employer by working, and that he was going to be charged all the hours that he worked. Burns answered that was fine, the Union could charge him for all the hours that he worked, "but he has to charge everybody the hours they refused to work." On the following day, after he saw that the overtime list had charged him for the hours that he worked, but had not charged the other employees who had pulled their availability for that period, he approached Kierce and told him that "he can't charge me the hours I worked without charging the people the hours that they declined, and he says there was a work action so he has every right to do it and he pointed towards the overtime rules." Burns said that the overtime rules didn't say that and what the Union was doing violated the National Labor Relations Act. Kierce testified that on about November 17, he was told that some of the employees, including Burns, wanted explanations for why the employees were pulling their overtime. Since he was very friendly with Burns he explained the situation to him and told him that it affected all of them. Burns told him that although he didn't agree with what they were doing, "for you, I'll do it." On November 28, he and Burns had "a stupid argument." Kierce told him that he shouldn't have worked, that it meant a lot to a lot of people he was friends with, and Burns told him why he made himself available. After the initial discussion, Burns returned and told Kierce, "You can't charge me for those hours" and Kierce said that he wasn't charging him anything, that he didn't run the list.

There have been situations in the past where the employees at the facility have pulled their overtime in protest of the Employer's actions. Burns testified to two other occasions when the employees at the facility pulled their availability for overtime work. In 2003, at a time when negotiations for a new contract appeared to be stalled, the employees at the facility collectively agreed to not be available for voluntary overtime work. On another occasion, to protest a fellow employee's suspension, the employees at the facility again pulled their availability for overtime work. Burns participated in this action with his fellow employees on both of these occasions and was not charged for refusing overtime on either of these occasions. He testified that on both these occasions, after the Employer was unable to obtain employees for voluntary overtime, they assigned employees (from the top of the list) mandatory overtime. Kierce, who has been employed by the Employer at the facility for 9 years, also testified about these two situations where the employees voluntarily pulled their overtime availability, and those employees who did not work overtime during those periods were not charged for the time.

IV. ANALYSIS

The gravamen of this case is that the Union failed to charge its members for their refusal to work voluntary overtime on November 25, 26, and 27, while charging, or crediting, Burns the overtime hours that he worked on those days. This case has already been before the Board on a Motion for Summary Judgment, which was filed by counsel for the General Counsel on June 22, 2006, and is reported at 348 NLRB 869. This Decision, which denied the motion, states that the complaint essentially alleges that the Union charged Burns for the overtime worked in retaliation for his failure to participate in a concerted refusal to perform voluntary overtime work: "Assuming that the charges referred to in the complaint were internal union fines, we note that such fines, within certain limitations, are permissible," citing *Scofield v. NLRB*, 394 U.S. 423, 430 (1969). The Board stated further, "Thus, for a union to fine one of its members for refusing to participate in such protected concerted activity would not impair [any] policy Congress has imbedded in the labor laws. Absent some other limiting cir-

cumstances under *Scofield*, a labor organization does not violate Section 8(b)(1)(A) by imposing a reasonable fine on its members for declining to participate in a concerted refusal of voluntary overtime."

I should initially note that I found some of the evidence herein irrelevant to the ultimate determination in this matter. For example, all the Union's rules determining how many hours employees would be charged for refusing voluntary overtime has little, if any relevance to this matter, nor is there any relevance to the discussions between Burns and Kierce on November 28 and 29. Additionally, I should also note that my careful reading of the transcript convinces me that Burns, who appeared to be unwilling to make any admissions that might appear to be favorable to the Union, was the least credible of the witnesses herein, although that also has no bearing on the ultimate determination herein.

Office Employees Local 251 (Sandia Corp.), 331 NLRB 1417 (2000), involved a dispute between officers of the union, dueling impeachment charges, and the removal of the vice president from her position, as well as her expulsion from the union, although, the Board noted, that her employment was not affected by this action. In dismissing the complaint, the Board stated, inter alia:

> What is of critical significance in our judgment is that the only sanctions visited on the Charging Parties by the victorious intraunion faction were internal union sanctions, such as removal from union office and suspension or expulsion from union membership. The relationship between the Charging Parties and their Employer, Sandia, was wholly unaffected by the discipline. Nor are any policies specific to the National Labor Relations Act implicated by the union discipline at issue . . . we find that Section 8(b)(1)(A)'s proper scope, in union discipline cases, is to proscribe union conduct against union members that impacts on the employment relationship, impairs access to the Board's processes, pertains to unacceptable methods of union coercion, such as physical violence in organizational or strike contexts, or otherwise impairs policies imbedded in the Act.

The Board further stated that Section 8(b)(1)(A) "was not enacted to regulate the relationship between unions and their members unless there was some nexus with the employer-employee relationship and a violation of the rights and obligations of employees under the Act. In *Healthcare Employees Local 399 (City of Hope Medical Center)*, 333 NLRB 1399, 1401 (2001), the union threatened employees who were circulating decertification petitions that it could agree to outsourcing of their department's work. The Board found that the employees' decertification activities were protected under Section 7 of the Act and that the union's threat violated Section 8(b)(1)(A) of the Act: "While Respondent may discipline employees for circulating or supporting a decertification petition, it may not threaten to take any action to affect their employment except in cases of valid enforcement of a union-security provision."

It is clear that under *Scofield, Sandia, City of Hope,* and *Electrical Workers Local 15 (Commonwealth Edison)*, 341 NLRB 336, 343–344 (2004), the Union could have fined Burns for volunteering for, and performing, overtime work on November 25, 26, and 27; however, rather than fining him, the Union charged Burns for the voluntary overtime hours that he worked on these days, while not charging the other union members who collectively pulled their hours for those days. The issue is whether this constituted internal union fines or sanctions permitted by *Scofield, Commonwealth Edison,* and *Sandia*, or did it impact on Burns' employment relationship which, the Board stated in *Sandia*, is proscribed by Section 8(b)(1)(A) of the Act. As counsel for the General Counsel states in her brief, both sides herein were engaged in protected concerted activities protected by Section 7 of the Act; the union members in collectively agreeing to pull their overtime availability for the days in question in protest of the Employer's posting of the DU list, and Burns in deciding that he would not participate in the refusal to work voluntary overtime, and neither could have their employment relationship adversely affected by their actions. Yet, as a result of Burns' refusal to participate in the Union's concerted actions, and the Union's failure to charge it members for the overtime hours that they refused to work, his opportunity to obtain future overtime work was greatly reduced. It is undisputed that the Union operates and controls the overtime list. Under *Sandia*, the critical issue is whether the Union's action "impacted" (at p. 1418) or "had some nexus with the employer-employee relationship" (at p. 1424). I find that it did. On November 23, Burns was number 10 on the overtime list. By Monday, November 28, he was number 46. The union action in not charging its members who participated in the collective refusal to work voluntary overtime during this period, whether voted on by the union membership or not, clearly impacted Burns' ability to later obtain overtime work from the Employer, and would therefore appear to violate Section 8(b)(1)(A) of the Act.

Counsel for the Respondent, in his brief, argues that even if the Union's overtime rules restrained Burns' Section 7 rights to work voluntary overtime in contravention of the Union's request, that right is outweighed by the Union's legitimate interest in maintaining solidarity and loyalty among its members for the common good of all the members, citing *Service Employees Local 254 (Brandeis University),* 332 NLRB 1118 (2000), and *Steelworkers Local 9292 (Allied Signal Technical Services Corp.)*, 336 NLRB 52 (2001). In this situation that means that the Union should be given leeway to enforce solidarity among its members to heed the Union's request to refuse to work voluntary overtime. Although it is true the Union has a legitimate interest in maintaining the loyalty and solidarity of its members, such interest does not outweigh the interest of its members, and the Employer's employees, to engage in their Section 7 rights to work voluntary overtime in contravention of the Union's request. *Brandeis* and *Allied Signal* involved situations that were, basically, intraunion matters, the removal of an employee from a union position (*Brandeis)* and the suspension from union membership (*Allied Signal),* but the Board for the sake of argument, assumed the nexus to the employer-employee relationship under *Sandia*. There is nothing "tenuous," (*Allied Signal* at p. 54) about the employer-employee nexus in the instant matter. Because of the Union's action herein, Burns' ability to obtain overtime work was drastically reduced. While the Union would argue that it was caused by his greed which

resulted in him obtaining 37 hours overtime during the weekend in question to the detriment of his fellow union members, it could also be referred to as his Section 7 right to refuse to participate in the Union's protected concerted activities. On the basis of the above, I find that the Union's right to the solidarity and the loyalty of its members does not outweigh Burns' rights herein, and that by not charging its members for refusing voluntary overtime on November 25, 26, and 27, while charging Burns for the hours that he worked on those days, the Union violated Section 8(b)(1)(A) of the Act.

CONCLUSIONS OF LAW

1. The Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. By charging Burns for the overtime hours that he worked on November 25, 26, and 27, 2005, while not charging other union members for the overtime hours that they refused to work during those days, the Union has been restraining and coercing employees in the exercise of their Section 7 rights, in violation of Section 8(b)(1)(A) of the Act.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I recommend that it be ordered to cease and desist from engaging in these activities, and that it be ordered to take certain affirmative action designed to effectuate the policies of the Act. In that regard, it is recommended that the Respondent rescind the overtime rule it relied upon in the instant matter that employees of the Employer at the facility who collectively pull their overtime availability, will not be charged for refusing voluntary overtime work during that period. I also recommend that the Respondent be ordered to reimburse Burns for the loss that he suffered as a result of its action in not charging the Employer's employees for their refusal to work voluntary overtime for the period November 25 through 27, 2005, plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

[Recommended Order omitted from publication.]