

Predicasts, Inc. and The Newspaper Guild, Local 1, AFL-CIO, CLC and Pauline Kahoun and Personnel Committee of Predicasts Inc., Party in Interest. Cases 8-CA-16159-2 and 8-CA-16358

8 June 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND HUNTER

On 6 December 1983 Administrative Law Judge Walter J. Alprin issued the attached decision. The Respondent filed exceptions and a supporting memorandum and the General Counsel filed a response.

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, memorandum, and response and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified.

The Respondent excepts only to paragraph 1(a) of the judge's Order. In its supporting memorandum, the Respondent states that its objection relates to the order provision requiring the Respondent to permit employees to post literature on company bulletin boards. That requirement is unduly broad, the Respondent argues, because it would prevent the Respondent from placing legitimate, nondiscriminatory restrictions on the use of its bulletin boards. Accordingly, the Respondent has submitted proposed modifications to the Order and attached notice to employees. The General Counsel "takes no position with regard to Respondent's exceptions and argument thereon but does not oppose the proposed modifications."

We find merit in the Respondent's exception to the breadth of the bulletin board requirement. However, we have adopted our own modifications to the Order and attached notice to reflect more precisely the violations found and the remedial relief we deem appropriate for those violations.¹ In other respects the judge's findings and Order and notice are adopted pro forma absent exceptions.

¹ Specifically, we have divided par. 1(a) of the Order into two paragraphs. Our new par. 1(a) proscribes restrictions on employee distributions of protected literature during nonworking time in nonworking areas or in working areas where other distributions are permitted. Our new par. 1(b) proscribes unlawfully motivated or discriminatorily applied restrictions on employee postings of protected literature on company bulletin boards. The attached notice has been modified accordingly.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Predicasts, Inc., Cincinnati, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

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

"(a) Refusing to permit employees to distribute union literature or other concerted, protected literature during working time in nonworking areas or in working areas where other distributions are permitted."

2. Insert the following as paragraph 1(b) and re-letter the subsequent paragraphs.

"(b) For unlawfully discriminatory reasons or in an unlawfully discriminatory manner prohibiting employees from posting on the Company's bulletin boards union literature or other protected, concerted literature."

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

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT, for unlawfully discriminatory reasons or in an unlawfully discriminatory manner, prohibit employees from posting on the Company's bulletin boards union literature or other concerted, protected literature.

WE WILL NOT promise increases in budgets for wages, or increased wages in order to induce employees to withhold their support from any 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 disestablish the Personnel Committee as representative of any of our employees for the purpose of dealing with us, and WE WILL NOT dominate, assist, or interfere with the administration of any labor organization of our employees, nor will we give support to it.

WE WILL permit employees to distribute union literature or other concerted protected literature during working time in nonworking areas or in working areas where other distributions are permitted.

PREDICASTS, INC.

DECISION

STATEMENT OF THE CASE

WALTER J. ALPRIN, Administrative Law Judge. Charges in these cases were filed on November 5 and December 21, 1982. The complaint was issued on December 29, and hearing was held on April 27 and 28, 1983, at Cincinnati, Ohio.

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

FINDINGS OF FACT

I. JURISDICTION AND BACKGROUND

Respondent is an informational publisher with principal facilities at Cincinnati, Ohio. It admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Newspaper Guild, Local 1, AFL-CIO-CLC (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

The Union began an organization campaign among Respondent's employees in the spring of 1982.¹ Formal notification of the campaign naming the employees involved was given to Respondent by letter dated June 14. It is alleged that Respondent thereafter violated the Act by (a) prohibiting use of bulletin boards, (b) interfering with and prohibiting the distribution of union material; (c) forbidding solicitation; (d) promising an increased budget for wages; (e) promising pay increases to employees withholding support from a labor organization; and (f) interfering with the administration of a labor organization.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Denying Access to Bulletin Boards

1. The facts

Respondent maintains five bulletin boards in its facilities, one in the employee lounge and four at other locations, opposite coffee machines. Prior to September, Respondent permitted its employees full access to the bulletin boards, which were used for posting all types of announcements, witticisms, and items of general interest, including occasional items critical or disrespectful of Respondent or its management. On July 29, a clipping from the Wall Street Journal, reporting the acquisition by Respondent's parent corporation of another subsidiary at a

cost of \$14.5 million, was posted on one of the bulletin boards not in the employee lounge, with a written comment to the effect that it was a lot of money for the purchase while Respondent paid its current employees so little. In the latter part of September there were several items posted by employees on bulletin boards referring to the discharge of a manager believed to be pro-union. One statement read:

A manager has now been sacrificed to the golden calf, called "corporate imperialism." He has been used to make all employees aware of the fact that personal viewpoints are not welcome in this company, that anyone can be fired for mere suspicion of union sympathy. The "corporate entity" expects all employees to be overtaken with fear, to follow company line. Will you stand for this? WILL YOU BE NEXT?

Another statement commented:

Of course, the best way to ride out this nasty recession appears to be eliminating those dangerous management types whose products make money (and sometimes carry the company out of loss). Hi ho.

A third statement announced:

COMPANY PARTY!!!!

Come celebrate the axing of Poulson.

Come have a drink with the Axemen.

Eat, Drink, Be Merry,

For You May Be Next.

In a lighter mode, another posting asks:

Q. How many Predi's does it take to change a lite bulb?

A. Two. One to screw in the bulb, and one to fire anyone who sees the light.

Finally, on a company-posted notice of a party to be held on Friday, September 24, a handwritten note was added, stating: "Boycott—what is there to celebrate?"

In response to the above postings, Respondent Vice President Robert Baumgartner posted the following notice:

I believe in free expression of ideas and I don't believe in censoring materials which appear on this bulletin board. However, I don't think it serves any of us well to post the kind of vitriolic comments on this board which had appeared recently.

Recent changes were made to facilitate management to management practices. This company will survive only if we can pull ourselves together and meet the problems imposed by this economy and the competitive business environment we all face.

Being pro-union is not necessarily anti-Predicast. However, promoting divisiveness for whatever reason is.

I ask those people who have posted the notices in question to remove them. I also request that no

¹ All dates are in 1982 unless otherwise specified.

company notices be defaced. You may comment in a note attached to the company notice if you wish. I hope that we can work out a reasonable solution which gives both management and pro-union people the right of free expression.

On September 28, at the regular quarterly meeting with employees, Richard Harris, Respondent's president, announced a new rule for bulletin board usage. Only official business and items concerning company matters could be posted on the boards, except that the board in the employee lounge could be used for classified ads. Material either pro- or antiunion was not to be posted. The following day Respondent issued a written notice that "In view of recent developments in the law, we have revised our no solicitation/no distribution rule. The new rule, which is described below, replaces the rule which is currently published in the Employee Handbook." The manual contained no rule regarding use of bulletin boards. The new rule, as pertinent, provides that "the posting of notices, signs, or written materials of any kind on the Company's premises is prohibited unless authorized in writing by the Employee Relations Department." It also provides that "Employees may post classified ads on the bulletin board in the employees lounge, i.e., want ads, for sale ads."

2. Discussion

Promulgation of a rule, though otherwise valid on its face, solely to curtail union activity and not for any legitimate business purpose, constitutes an unfair labor practice in violation of Section 8(a)(1) of the Act. *Dutch Boy, Inc.*, 262 NLRB 4, 6 (1982). Though the postings on the bulletin boards made no direct mention of the Union's organization campaign, both Respondent's vice president and president made clear that their reaction to the postings was based on an assumed prounion content to the items. Respondent presented no evidence of a "legitimate business purpose" in restricting use of the bulletin boards, which were all in nonwork areas such as the employee lounge or opposite from coffee machines, beyond a broad but unsubstantiated statement that employees might spend worktime reading notices on the bulletin boards. The purpose of Respondent in restricting the previously free use of the bulletin boards was therefore to retaliate for the prior use and to prohibit future use in exercising protected rights to comment regarding wages or working conditions.

Respondent urges that an employer has a right to exclusive use of its bulletin boards, citing *Container Corp. of America*, 244 NLRB 318, 321 (1979). Examination of that decision, however, both at 318 fn. 2 and 321, reveals that the Board has recognized that while no statutory right exists permitting employee or union use of employer bulletin boards, the past practices of the employer in permitting such use extends protection of the Act to the practice, so long as the items posted are not so "egregious" or deliberately or recklessly untruthful as to lose the protection. Protection of the Act was not lost here and the restriction by Respondent against use of bulletin boards was a reaction to and countermeasure against the

union campaign. It was therefore a violation of the Act. *Continental Kitchen Corp.*, 246 NLRB 611, 613 (1979).

B. Interfering with Distribution of Union Flyer

1. Facts

For some time prior to October, the only rule maintained by Respondent as to solicitation of employees was that published in the employee manual, dealing exclusively with *charitable* collections and providing that such "soliciting is not permitted in our plant."

Respondent's workday is from 8:45 a.m. to 5:15 p.m. On the evening of September 27, about 7:30 p.m., a union flyer was distributed by some employees, by placing same on each employee's desk. About 7:30 or 7:45 a.m., well prior to the start of the workday the next morning, Respondent caused some, if not all these, flyers to be removed. Later that day, September 28, President Harris orally announced a new "distribution" policy. Employees testified that such announcement was that they were not permitted to distribute any literature on company premises at any time, whether pro- or antiunion and whether or not the employees were working; that any such distribution required permission; and that the reason for the rule was that such materials were read on company time.

The following day, September 29, Respondent posted a written notice of a no-solicitation and no-distribution rule, in part as follows:

2. Employees shall not distribute any kind of notices, circulars, or written materials at any time they are expected to be working, and there shall be no littering on the premises of the Company. Furthermore, the posting of notices, signs, or written materials of any kind on the Company's premises is prohibited unless authorized in writing by the Employee Relations Department.

Employees testified that they were unsure whether the written rule countermanded the oral rule, but no inquiry was made. The written rule was included in the new employee manual in October.

2. Discussion

Respondent argues that an employer has the right to limit employee activities both as to working time and as to use of employer facilities, by promulgating disciplinary rules and by taking direct action. However, as noted in the previous section of this decision, it is a violation of the Act if the rules are promulgated, or action taken, solely for the purpose of discriminatorily interfering with protected activities. *Dutch Boy, Inc.*, supra, and *Continental Kitchen*, supra. The distribution of union literature here was by current employees, during nonworking hours. While it was contrary to work locations, it was not contrary to existing rules and there was no showing that it would necessarily result in interference with worktime. As a result, I find, first, that the distribution was a protected practice and that Respondent's in-

terference therewith was in violation of Section 8(a)(1) of the Act.

Secondly, I find that Respondent's oral no-distribution rule, referring to *all* times and *all* places, was overly broad and also in violation of said section of the Act.

Thirdly, I do not agree with Respondent that, since the written rule was issued the day after the oral rule, and is "valid" pursuant to the Board's decision in *T.R.W. Bearings*, 257 NLRB 442 (1981),² no remedial order should issue. Respondent cites *Bellinger Shipyards*, 227 NLRB 620 (1976), but there the rationale for not issuing a remedial order was that "Respondent voluntarily put itself in compliance," that "there was no showing that the employees were adversely affected," and "there was no showing that the employer had engaged in other activity other than legal opposition to the union." The matter here is quite to the contrary. The invalid oral rule was replaced by a still invalid written rule; the employees' attempted distribution was improperly interfered with; the employees were given an invalid rule in a face-to-face confrontation with Respondent's president, which was never fully corrected; and there was other illegal opposition to the Union. I find it necessary to recommend a remedial order on this issue, that the no-distribution rule, issued in writing on September 29 and included in the October revision of the employee manual, must be withdrawn.³

C. Forbidding Solicitation

The General Counsel contends that the "no-solicitation" rule maintained by Respondent prior to September 29 constituted an unfair labor practice. The rule referred to, in full, provided:

Collections—From time-to-time it is necessary for the community to raise funds for various worthy causes. All of us recognize the necessity for this and all of us, as citizens, recognize a responsibility for those who are less fortunate. It is our feeling that contributions given by employees, however, should be determined by employees on an individual basis rather than as employees of the company. For this reason *soliciting is not permitted in our plant*. Every member of the community whether he/she works for the company or not, should do for charities whatever he/she and their family think they can afford. [Emphasis added.]

² The *T.R.W.* decision finds that both "work time" and "work hours" are insufficient descriptions without the clarification of "clear statement that . . . the rule does not apply during break periods and mealtimes, or other specified periods during the workday when employees are properly not engaged in performing their work tasks." Respondent argues that clarification is achieved by the inclusion at the end of this rule in the employee manual of October of a sentence stating, "Working time does not include meal time." Such clarification does not include "break periods" or "other specified periods during the workday when employees are properly not engaged in performing their work tasks." I therefore find that the rule as currently stated is still overly broad and in violation of the Act.

³ The remedial order herein does not restrain Respondent from issuing a proper rule, not in a contract of retaliation for protected activities by employees and not solely as a defense against future protected activities.

This rule was thereafter modified, principally by changing the italicized portion to read: ". . . soliciting collections is not permitted in our office."

Respondent contends that the original rule "solely relates to 'fund raising for various worthy causes' and *not* solicitation in general." I agree that in view of the narrow scope of the solicitation described this rule can hardly be considered applicable to union or other protected solicitation. Further, the rule has been amended to make the above interpretation specific. I find that neither the original nor the current rule violates the Act, and that no remedial order is necessary.

D. Promising Increased Budget for Wages

As referred to above, on July 28 an employee posted on a company bulletin board a Wall Street Journal article regarding the acquisition, by Respondent's corporate parent, of another subsidiary, with a handwritten comment pointing to the expenditure of a large sum of money while current employees were allegedly paid so little. Vice President Baumgartner, who believed that the posting had been "by someone who was a union supporter," responded the next day with a posted notice, stating in part:

In this age of give-backs, layoffs and wage cuts, the Predi wages for nonannualized workers (i.e., employees with semi-annual rather than annual wage reviews) . . . increased by 4% + in the last review. We are budgeting for an 8% increase in the wage bill in 1983.

Respondent points out that nonannualized employees had in fact received semi-annual wage increases averaging 4 percent each increase, arguing that the forecasted 8 percent for the year 1983 did not constitute an increase and came within the educated expectations of the employees. The notice contained other particulars, tying increases to corporate profitability, inflation, and individual productivity and quality of work. Respondent neither alleged nor proved any prior instance in which employees were given advance notice of generalized or particularized information on wage increases. The next nonannualized wage review was not due until December, over 5 months after posting of the notice, which took place during the union campaign.

Respondent also argues that promises of increases are not in violation when in conformity with the history of prior increases. In this case, however, the amount of increase is juxtaposed against a presumed age of "give-backs, layoffs and wage cuts," which mortally undercuts its claim to historical perspective.

In the absence of a showing that the time of an announcement was governed by factors other than the pendency of union activity, such timing is calculated to influence employees in choosing a bargaining representative. *Essex International, Inc.*, 216 NLRB 575, 576 (1975). Respondent's notice therefore interfered with the protected activities of employees, and was an unfair labor practice.

E. Increased Wages for Withholding Support from a Labor Organization

1. Facts

Paul Herdeg was employed by Respondent as a computer programmer from June 1980 to July 1981, and from June through mid-September 1982. His leaving Respondent's employ both times was voluntary and with mutually cordial relations. From July 1982, Earl Fowler was Herdeg's supervisor. Fowler did not directly make recommendations as to wage increases, but reported on the performance of individual employees to his superiors, who determined the amount of wage increases.

About July 29, Herdeg took part in a conversation with Fowler and another programmer. Herdeg testified that Fowler had stated that if a union came into his department the department would become "rigid" and "unprofessional," and that if the department remained "professional" he "would do everything he could to make sure everyone in the department got big pay raises at the next pay review." Fowler testified that he had indeed been involved in conversations regarding programming "professionalism" and that unionization had the implication of "dragging" more structure into the computer division. He denied, however, ever stating that he would seek higher wages for department employees if they remained nonunion.

Shortly after the conversation, Herdeg prepared a handwritten note, stating:

In the presence of Ray Dubkowski and myself, Mr. Fowler said he would try to get larger pay increases for the programmers under him [names deleted] but only if the systems division stays non-union.

He gave the note to an employee known to him to be a member of the Union's organizing committee. Herdeg agreed that Fowler had never used the word "non-union," but that Herdeg assumed that Fowler meant "non-union" when, in the circumstances here, he used the word "unprofessional."

2. Discussion

There is no dispute as to these facts other than Fowler's intent in linking the phrases "union" and "non-professional," and the effects thereof on wage increases. I find that Fowler successfully intended his conversation to contain the implication that the failure of the Union's organizing campaign would result in higher wages. Fowler clearly enunciated his meaning in the form of a classic logical syllogism—that (A) unionism equals (B) loss of professionalism, and that (B) loss of professionalism equals (C) loss of higher wage increases. Hence, (A) equals (C), and unionism equals loss of higher wage increases. Creating such an inference was an unfair labor practice.

F. Dominating and Interfering with Labor Organization

1. Facts

In 1976 Respondent created a "Personnel Committee." The employee manual, prior to its revision in 1982, provided that:

The Personnel Committee is composed of employees, none of whom is an executive [later defined as a salaried employee exempt from the Wages and Hours Act, and approved by Respondent's president], elected . . . by all Professional and Supervisory [later defined as salaried employees other than executives, exempt from Wages and Hours Act], full time and regular [i.e., those working 40 hours per week or less] employees. The term of office is one year and after two consecutive terms an employee is not eligible for re-election until after a lapse of one year At its first meeting, the Personnel Committee shall elect a chairman . . . *the Personnel Committee has two chief duties and responsibilities. One is to serve as an information exchange between employees and management. The other is to handle grievances submitted by employees.* [Emphasis and bracketed material added.]

In fact, the authority of the Committee to "handle" grievances was always limited to mediation between parties and, if the employee was not satisfied, making non-binding recommendations to management. It was never involved in collective bargaining over labor disputes, wages, rates of pay, hours of employment, or conditions of work. On a number of occasions it made studies of employee needs or desires, for example, a "snow day" policy, productivity standards, building security, interdepartmental transfer rules, medical insurance, maternity leave, child care benefits, and automatic paycheck deposit, and reported same to Respondent. In several instances it also mediated between employee and supervisor, and made recommendations to Respondent's higher management when no agreement was possible.

Committee members receive regular pay for the time they devote to Committee meetings and affairs during working hours, and Respondent provides its facilities for meetings. In December 1982, Respondent appointed its director of human resources, Audrey Cates, a supervisor and agent of Respondent, to be permanent nonelected chairperson of the Committee, and changed the voting procedure for membership in the Committee. Cates has unilaterally abrogated the elective positions of vice chairperson and secretary, and dictates the agenda of meetings. The revised employee manual of October 1982 make no mention of or provision for a "Personnel Committee," but such Committee continues to function under the chairmanship of the human resources director. On April 8, 1983, it reported activities including discussion of companywide productivity standards, bicycle parking restrictions, and nepotism in hiring.

2. Discussion

Permission to a labor organization to use the employer's premises, or payment by the employer to employees for time spent in operating a labor organization, or membership, coupled with activity, by employer's representatives in a labor organization, each has been found by the Board to constitute unlawful domination and/or interference in violation of Section 8(a)(2) of the Act. The issue here is whether the Personnel Committee constitutes a labor organization within the meaning of the Act.

Section 2(5) of the Act defines a labor organization, *inter alia*, as one "which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." To constitute a labor organization, it is not required that the Committee engage in collective bargaining—only that it "deal with" Respondent.⁴ Even if the Committee did no more than transmit employee views to Respondent and make recommendations, it would be considered as "dealing with" Respondent so as to constitute a labor organization within the definition of the Act.⁵ The cases cited by Respondent are distinguishable. In *General Foods Corp.*, 231 NLRB 1322 (1977), the organizations involved consisted of "teams" of all employees, organized by the employer for the performance of employers' work rather than for "dealing with" employee relations. In *Mercy Memorial Hospital Corp.*, 231 NLRB 1108 (1977), the "grievance committee" only had the function of considering the third step of employees' grievance proceedings, and did not "deal with" the employer regarding the grievances or on other matters by making recommendations, as is done by the Committee herein.

In the matter at hand, the Personnel Committee was formed for the purpose of, and engaged in, dealing with the Employer in the exchange of information between employer and employees on nonpay needs and wants, and in making recommendations on working conditions and grievances. It is thereby a labor organization within the meaning of the Act; Respondent's provision of meeting rooms, payment to Committee members for participation during worktime, unilateral change in election procedures, and the filling of offices and the conducting of business by employer agents constitutes domination of, assistance to, and interference with a labor organization in violation of Section 8(a)(2) of the Act.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by interfering with employee use of bulletin boards and with employee distribution of union material, and by promising an increased budget for wages and an increase in wages in order to induce employees to withhold their

support from a labor organization, and has engaged in unfair labor practices within the meaning of Section 8(a)(2) of the act by domination of, assistance to, and interference with the administration of the Personnel Committee of Predicasts, Inc., a labor organization as defined by Section 2(5) of the Act.

3. These unfair labor practices affect 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, in violation of Section 8(a)(1) and (2) of the Act, it will be recommended that Respondent cease and desist therefrom, and take certain affirmative action designed to effectuate the policies of the Act. Having further found that Respondent has dominated, assisted, and interfered with the administration of a labor organization, it will be further recommended that Respondent disestablish its Personnel Committee.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended⁶

ORDER

The Respondent, Predicasts, Inc., Cleveland, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to permit employees to post literature on company bulletin boards, or to distribute literature at times they are not expected to be working, which includes breaktime, mealtime, or other periods when employees are not actively at work, or at places on Respondent's premises which are not workplaces.

(b) Promising increases in budgets for wages, or increased wages, in order to induce employees to withhold their support from any labor organization.

(c) Dominating, assisting, or interfering with the administration of any labor organization of its employees, or giving support to such labor organization.

(d) In any like or related manner interfering with, restraining, or coercing employee in the exercise of the rights guaranteed by Section 7 of the Act or dominating, assisting, or interfering with the administration of any labor organization.

2. Take the following affirmative action which will effectuate the policies of the Act.

(a) Withdraw and abolish subpart A, "Bulletin Boards," of rule XIII of the employee manual, dealing with "Internal Communications."

(b) Withdraw and abolish the second paragraph, dealing with distributions, of subpart B, "Solicitation," of rule XIII of the employee manual, dealing with "Internal Communications."

⁴ *NLRB v. Cabot Carbon Co.*, 360 U.S. 203 (1959).

⁵ *NLRB v. Thompson Ramo Wooldridge, Inc.*, 305 F.2d 807 (7th Cir. 1962).

⁶ 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.

(c) Completely disestablish the Personnel Committee as the representative of any of its employees for the purpose of dealing with it.

(d) Post at its offices and places of business at Cleveland, Ohio, Copies of the attached notice marked "Appendix."⁷ copies of the notice, on forms provided by the Regional Director for Region 8, 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.

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

⁷ 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."