

**American Diversified Foods, Inc., d/b/a Arby's and Hotel, Motel, Cafeteria Employees and Bartenders' International Union, AFL-CIO, Local No. 58.** Case 25-CA-10077

January 3, 1980

### DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS JENKINS  
AND TRUESDALE

On September 14, 1979, Administrative Law Judge Karl H. Buschmann issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions<sup>1</sup> of the Administrative Law Judge, to modify his remedy,<sup>2</sup> and to adopt his recommended Order, as modified herein.<sup>3</sup>

### ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, American Diversified Foods, Inc., d/b/a Arby's, Bloomington, Indiana, its officers agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 1(b):

"(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act."

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

"(a) Offer John Fry and Carl Steffes immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed, and make them whole for any loss of earnings they may

<sup>1</sup> Member Jenkins sees no need to reach the issue of, and does not rely on, the absence of subjective indicia of supervisory status as discussed in the section of the Administrative Law Judge's Decision entitled "Analysis."

<sup>2</sup> See *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962), for rationale on interest payments.

<sup>3</sup> We hereby modify the recommended Order to include both the full cease-and-desist and reinstatement language traditionally used by the Board, which the Administrative Law Judge inadvertently omitted.

have suffered due to the discrimination practiced against them by paying each of them a sum equal to what he would have earned, less any net interim earnings, plus interest."

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

Following a hearing at which all parties had an opportunity to present evidence and cross-examine witnesses, The National Labor Relations Board has found that we violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The National Labor Relations Act gives all employees these rights:

- To organize themselves
- To form, join, or help unions
- To bargain as a group through representatives they choose
- To act together for collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things.

WE WILL NOT discharge any employees, including shift managers, because they engaged in union activities protected by Section 7 of the National Labor Relations Act.

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

WE WILL offer John Fry and Carl Steffes immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and WE WILL make them whole for any loss of earnings they may have suffered due to the discrimination practiced against them by paying each of them a sum equal to what he would have earned, less any net interim earnings, plus interest.

All our employees are free to become or remain, or refrain from becoming or remaining, members of a labor organization.

AMERICAN DIVERSIFIED FOODS, INC.,  
D/B/A ARBY'S

## DECISION

## STATEMENT OF THE CASE

KARL H. BUCHMANN, Administrative Law Judge: This case arose upon the filing of an unfair labor practice charge against Respondent American Diversified Foods, Inc., d/b/a Arby's, by Hotel, Motel, Cafeteria Employees and Bartenders' International Union, AFL-CIO, Local No. 58 (herein called Local 58). The resulting complaint, dated September 12, 1978, charged Respondent with violations of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended (herein called the Act). Respondent timely filed an answer on September 22, 1978, denying all substantive allegations concerning unfair labor practices<sup>1</sup> and asserting that the National Labor Relations Board lacks jurisdiction over the subject matter of the complaint.<sup>2</sup>

The complaint was the subject of a hearing held before me on January 11, 1979, at Bloomington, Indiana. Post-hearing briefs were filed by both sides.

Upon the entire record of the case, including the hearing transcript and the briefs, and from my observation of the witnesses, I make the following findings of fact and conclusions of law.

## FINDINGS OF FACT

Respondent, American Diversified Foods, Inc., d/b/a Arby's, is, and was at all times material, an Indiana corporation with its principal offices located at Bloomington, Indiana. It is engaged in the operation of a chain of Arby's fast-food restaurant franchises in three districts, five stores in the Indianapolis area six in central Indiana, and several in the Bloomington area. During the past year, Respondent received at its Indiana facilities goods and materials valued in excess of \$50,000 from States other than Indiana, and sold and distributed products with a gross value exceeding \$500,000. Respondent is, and was at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Hotel, Motel, Cafeteria Employees and Bartenders' International Union, AFL-CIO, Local No. 58, is admittedly a labor organization within the meaning of Section 2(5) of the Act.

Respondent is charged with violating Section 8(a)(1) and (3) of the Act by interfering with, restraining, and coercing its employees' exercise of rights guaranteed them under Section 7 of the Act. Specifically, it is alleged that on August 4, 1978, Respondent, through its executive vice president, Paul W. Mobley, discharged employees John W. Fry and Carl Curt Steffes because of their union organizing activities at Respondent's Bloomington East facility located at 2713 East Third Street, Bloomington, Indiana. The single issue to be resolved concerns the employment status of Fry and Steffes as "shift managers." Unless they were supervisory or managerial employees without protection under the Act for

their organizing activities, their discharges constituted clear violations of Section 8(a)(1) and (3) of the Act.

The personnel at each of the Arby's restaurants generally include a store or unit manager, one or two assistant managers, three to five shift managers, and approximately 25 counter employees. Some units also include management trainees.

The unit manager is a salaried managerial employee, hired by corporate management. He is the person primarily responsible for the store unit and oversees all aspects of its operation, including the hiring, firing, and disciplining of unit employees, the setting of salaries and wage increases, the establishing of employee work schedules, the evaluating of employee performance, the issuing of written reprimands and warnings, the ordering and maintaining of inventory bookkeeping functions, and miscellaneous other responsibilities. The assistant manager is also a salaried employee, who aides the manager in carrying out his responsibilities. He may perform any number of the manager's functions. There is no question that unit and assistant managers are supervisory, managerial employees. In addition to their salaries, these employees receive life and hospitalization insurance benefits, bonus opportunities, paid vacations and holidays, and 30-percent food discounts. The unit managers are also entitled to the use of a company car.

Counter employees are generally part-time workers and students in many cases. They prepare and sell the food and perform any number of other routine work tasks, such as cleaning and maintaining the store during a particular shift. They are hired by and work under the direct supervision of the unit and/or assistant managers. Counter employees are paid on an hourly basis; they receive no paid vacations, holidays, or work breaks; and they are not eligible for company health or life insurance benefits. They/are entitled to a free meal every 4 hours, receive a 20-percent food discount, and are eligible for Christmas bonuses.

Shift managers are generally part-time senior employees who started working for Respondent as regular counter employees. Once promoted, they still work shifts as counter employees 40 to 60 percent of the time and on such shifts perform the same tasks as all other counter employees. During the remainder of their working time, usually evening and weekend shifts in the absence of unit or assistant managers, these employees function as "duty managers."

Shift managers are paid on an hourly basis at a rate of 35 cents an hour more than counter employees in their role as duty managers and only 20 cents more when they are working as counter employees. In addition to receiving the benefits granted to regular counter employees, shift managers receive paid work breaks and a week's paid vacation after 1 year. They are also eligible for monthly performance bonuses of up to \$30.

In July 1978 employees at Respondent's Bloomington East store began a union organizational effort. John Fry, a shift manager at the unit, had obtained union authorization cards from a representative of Local 58 and was spearheading the organizing drive. Carl Steffes, another shift manager

<sup>1</sup> Respondent subsequently stipulated to the complaint's allegation that employees John W. Fry and Carl Curt Steffes had been discharged because of their union organizing activities.

<sup>2</sup> Respondent's position expressed in its answer was that employees Fry and

Steffes were supervisors and that therefore their union organizing activities were not protected by the Act. At the hearing Respondent was granted permission to amend its answer to assert that the employees involved were managerial employees.

at the facility, was also actively involved. Respondent subsequently learned of the organizational effort and of the involvement of Shift Managers Fry and Steffes. On August 4, 1978, Fry and Steffes were called to Respondent's home office where they met with Respondent's president, Steven Hughes, Vice Presidents Paul Mobley and Charles Peelle, the director of Arby's operations, Wayne Shanower, and the unit manager of the Arby's East store, Patrick Wright. Fry and Steffes were told that they were being terminated because they were involved in union activities while employed as supervisors. Both Fry and Steffes later testified that this was the first time that they had been told that they were considered to be supervisors. In letters to Fry and Steffes, dated August 3 and 4, respectively, Respondent's Executive Vice President Paul W. Mobley formally notified the employees of their discharges: "[Y]ou are terminated from American Diversified Foods, Inc., on the grounds that, while you have acted in a supervisory capacity, you have been instrumental in soliciting signatures on union cards for the purpose of organizing employees at various Bloomington Arby's units." There is no indication that any other of Respondent's employees were fired because of the union activities.

The typical shift of a shift manager assigned to work as a duty manager would proceed as follows: The shift manager would "clock in" to work for an evening shift at 4 p.m. He would have been assigned to work as the duty manager by the unit manager. The unit manager or assistant manager who had worked the day shift would still be there and would remain until approximately 5 p.m. The shift manager would first check the work schedule for the day, which was made up by the unit manager, and make necessary changes. Changes required the approval of the unit manager.<sup>1</sup> The shift manager would next fill in a work assignment sheet, using the information on the schedule. The positions available include four cash register positions, two meat slicer positions, one employee to clean up, and one general position. The determining factors in assigning the employees to their positions were the employee's age and the length of his or her scheduled shift. After posting the work assignments, the shift manager would check the amount of food prepared. One of the shift manager's primary responsibilities involved cooking the roast beef, the main ingredient of food products at the restaurant. The shift manager would next assist the counter employees whose shifts were ending in checking out register drawers. After the counter employees had counted the money and compared the amount with the revenue report from the cash register, the shift manager would doublecheck the count and record any discrepancies between the count and the revenue report. Under company policy, employees were subject to reprimands from the unit manager for cash shortages or overages. The shift manager would next return \$85 to the cash drawer and issue the drawer to the employee assigned for the next shift. The excess cash receipts were placed in a safe or later deposited at the bank. Shift managers were frequently responsible for filling out deposit slips and making the bank deposits.

<sup>1</sup> G. C. Exhs. 2 and 3.

<sup>4</sup> Shift managers or counter employees occasionally had to replace no-shows on the shift by contacting other employees.

After the shift had started, the shift manager continued with his primary responsibility; namely, to insure that the shift ran smoothly. To this end, shift managers spent between 60 and 80 percent of their time doing manual labor,<sup>5</sup> filling in for employees on breaks, helping out during busy periods, washing dishes, cooking, and cleaning.

Serious problems which might develop during the shift were reported to the unit manager. In the event business was slow and the unit manager had given permission, shift managers were authorized to ask employees if they wished to leave earlier than their scheduled times. Generally, the employees scheduled to work the shortest shifts were asked first, but usually someone would volunteer to leave early. Shift managers excused counter employees from duty occasionally when there were no volunteers. Likewise, when an employee complained of illness and requested to leave, the shift manager was authorized to grant permission. In most cases the decision on whether to leave was generally left to the employee himself.

Shift managers were responsible for closing the store at the end of the shift. All shift managers had keys to the store and were assisted in the closing by counter employees. Closing involved a number of routine cleaning and preparatory functions to have the store ready for the following day's operation. There is no indication that the counter employees involved required any direction from the shift manager in completing the closing operation.

The shift manager's other duties near the end of a shift involved the taking of inventory and filling out a daily log form. In accomplishing this task the shift manager obtained reports from the counter employees as to the amount of supplies depleted during the shift. The information was then turned over to the manager responsible for ordering any needed supplies. The shift manager, however, was not authorized to order supplies; only in an emergency could a shift manager call another unit and borrow needed supplies under a company interunit plan. The daily log form contained comments relating to the volume of business, smoothness of shift operation, and any problems or unusual occurrences. It also included comments on the performance of some employees. The employee comments were general in nature, indicating, for example, whether an employee had a good or bad day, was fast or slow, or had acted improperly. They did not include recommendations designed to effectuate employee action or the resolution of employee problems.

### Analysis

Viewing the factual circumstances of this case within the context of relevant statutory and case law, I am mindful that the issue is narrow and that the question is a close one. But I have concluded that the shift managers at Respondent's Arby's facilities are nonsupervisory, nonmanagerial employees within the meaning and protection of the Act.

Respondent is correct in asserting that the Act excludes supervisors and managerial employees from the protection of the Act. The definition of "employee" contained in Section 2(3) of the Act excludes "any individual employed as

<sup>5</sup> John Fry and Carl Steffes testified that 80 percent of their time as duty managers was devoted to manual labor, while Patrick Wright estimated the same to be 60 percent.

a supervisor." Section 2(11) of the Act defines the term "supervisor" as:

[A]ny individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Under this definition one or more of the enumerated powers must be exercised "in the interest of the employer"; persons who exercise such power in their own interest are not supervisors under the Act. See *Stop & Shop Companies, Inc., Medi Mart Division v. N.L.R.B.*, 548 F.2d 17, 19 (1st Cir. 1977).

Although the Act does not expressly exclude managerial employees, the Supreme Court in *N.L.R.B. v. Bell Aerospace Co., Division of Textron, Inc.*, 416 U.S. 267, 286-287 (1974), concluded that managerial employees—those who formulate and effectuate management policies by expressing and making operative the decisions of their employer—are also excluded from the Act's coverage.

A careful analysis of the shift manager's authority indicates, however, that he possesses none of the above enumerated indicia sufficiently to fall within the definition of a supervisor or a managerial employee. The record shows that the shift manager is without effective authority to hire, fire, transfer, or discipline employees. Shift managers do occasionally recommend that certain people be hired, and on one occasion Carl Steffes told the unit manager that an employee should be fired; but it is also true that all employees were encouraged to recommend friends or acquaintances who might become good employees, and that frequently employees made such recommendations. Steffes' recommendation to management that a probationary employee who failed to show up for work be fired involved a unique situation where all employees felt overworked as a result of the failure of this employee to report for work. The remark appeared to have been made in anger and was a one-time occurrence. Neither the recommendations to hire friends or acquaintances nor Steffes' remark can be considered as indicative of supervisory authority, since all such recommendations were still subject to the independent investigation and decision by the unit manager. *Butler's Shoe Corporation, a Wholly-Owned Subsidiary of Zale Corporation*, 208 NLRB 404 (1974). Similarly, the fact that on one occasion Steffes told an employee that he was "out of line" after the employee made a disparaging statement concerning one of the store's products did not show that shift managers possessed and exercised authority to discipline or reprimand counter employees.

The duty of shift managers to fill out work assignment sheets also does not indicate the independent exercise of supervisory authority. There were seven or eight counter employee positions to be assigned on each shift. Four of these were cash register positions, involving similarly routine work functions of taking orders and recording sales. Two other positions involved meat slicing and microwave oven operations. These jobs could only be performed by employees who had reached a minimum age under state law. The

remaining assignment involved general cleanup and utility work.

In addition to the age restrictions applicable to some positions, the shift managers were also confined in their job assignment functions by the employees' work schedules, which were established by the manager. The length of a particular employee's scheduled shift appeared to have been the determining factor in an employee's work position. The nature of the store's operation required that certain positions be staffed until either closing time or the end of the shift, and only employees scheduled to work the entire time could be assigned to those positions. With such restraints on their assignment function, it cannot be said that shift managers exercised any meaningful discretion in assigning jobs. Rather, the indication was that shift managers operated within very narrow and specific company policies and guidelines.

In the absence of any primary indicia of supervisory authority, it becomes necessary to balance the secondary factors relating to an employee's supervisory authority. Under this test, shift managers function like leadmen in the absence of management, and "merely insure that their shifts function within established guidelines." *Howard Johnson Company*, 236 NLRB 1206 (1978). In *Howard Johnson, supra*, the Board found "relief managers" at a restaurant to be nonsupervisory employees under the Act. The relief managers were hourly paid employees who received essentially the same company benefits as other employees and whose names appeared on a weekly work schedule. They insured that the shifts ran smoothly by assisting other employees with their work, allowing sick employees to leave work, taking customer complaints, checking employees' timecards, and contacting the manager in emergencies. In addition, they made recommendations as to hiring and firing subject to independent examination by the manager. The Board found that these functions, which in many ways parallel those of the shift managers here, did not indicate that the relief managers responsibly directed the work of employees or otherwise exercised the independent judgment of a supervisor. Similarly, in *Pneurno Corporation, d/b/a P & C (Cross Co.)*, 228 NLRB 1443 (1977), the assistant manager of a retail food store was found to be a nonsupervisory employee. In that case, as in this one, the employee in question maintained the store in the manager's absence, was hourly paid at a rate higher than other employees but lower than salaried management, had keys to the store, made bank deposits, trained new employees, and permitted employees to leave work early. In addition, unlike the present case, the employee in *P & C* participated in the hiring of one employee and the firing of another. It was held that, on the whole, the employee merely exercised authority in a routine manner. In *Butlers' Shoe Corporation, supra*, a salesman who also functioned as assistant manager was found to be nonsupervisory. He had been charged with insuring that the store ran properly in the manager's absence. A store manual provided clear guidelines for the operation of the store, and the employee had never been given specific instructions defining his supervisory responsibility. He had no authority to hire, fire, or discipline the other salesmen. He received 10 percent more pay than other salesmen who were familiar with their work and required little or no direction from the assistant

manager. He was responsible for the cash in the register and depositing it at a bank, and he closed the store at the end of the day. He also had recommended the disciplining of an employee on one occasion, was instructed to report any incidents to the manager, and was authorized to handle customer complaints. See also *Footes Dixie Dandy, Inc.*, 223 NLRB 1363 (1976), and *Plastic Industrial Products, Inc.*, 139 NLRB 1066 (1962).

The record is somewhat ambiguous on the question of how shift managers were perceived by counter employees and management. One counter employee testified that she felt shift managers were not supervisors, but she then went on to indicate that they did "supervise." The same witness also testified that counter employees were told to cooperate with shift managers, who were to help the counter employees "work more smoothly."

There is evidence that Respondent viewed shift managers as separate and distinct from salaried management, such as the unit and assistant managers. Shift managers were subject to a different hiring process and pay benefit plan. They were not included in Respondent's management meetings, although they did meet biweekly with the unit management; and shift managers were not included in Respondent's list of management personnel (G.C. Exh. 5). In a carefully worded speech to counter employees made during the union organizing effort, Respondent—when urging employees to discuss their problems with management—included unit and assistant managers, but did not include shift managers (G.C. Exh. 7).

The record indicates that shift managers Fry and Steffes did not consider themselves to be supervisory or managerial personnel. Aside from the fact that they spearheaded the union organizing effort, the picture that emerges of their dealings with counter employees reflects a relationship where shift managers, as senior, more experienced employees familiar with the store's operational routine, helped the counter employees to work smoothly in a cooperative rather than a controlling spirit, frequently performing the same work function as the counter employees and working regular shifts as counter employees themselves. Shift managers Fry and Steffes were at most leadmen, who, in the manager's absence, insured that their shifts operated smoothly within narrow confines of specific company policies. They clearly had no role in formulating or affecting management policy, nor did they have sufficient discretion to perform outside of Respondent's established policies. To the contrary, shift managers were held personally accountable for rule infractions to the same extent of severity as if they had committed the violations themselves (Resp. Exh. 4), which clearly shows the lack of their own discretion *vis-a-vis* company policy.

Unlike *Chart House, Inc. d/b/a Burger King*, 223 NLRB 100 (1976), where an assistant manager was held to be a supervisor, or cases relied upon by Respondent, such as *Colorflo Decorator Products, Inc.*, 228 NLRB 408 (1977), finding leadwomen to be supervisors, or *Shop-Rite Foods, Inc. d/b/a Jif-E-Mart*, 205 NLRB 1076 (1973), finding store managers to be supervisors within the Act, I cannot find that

shift managers fall within this category. Accordingly, I conclude that John Fry and Carl Steffes were not supervisors within the purview of Section 2(11) of the Act and that they were entitled to the protection of the Act.

#### CONCLUSIONS OF LAW

1. American Diversified Foods, Inc., d/b/a Arby's, is, and was at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Hotel, Motel, Cafeteria Employees and Bartenders' International Union, AFL-CIO, Local No. 58, is a labor organization within the meaning of Section 2(5) of the Act.

3. John Fry and Carl Steffes, employed as shift managers, were not supervisors within the definition of Section 2(11) of the Act.

4. By discharging John Fry and Carl Steffes on August 4, 1978, because of their union organizing activities, Respondent engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that Respondent engaged in unfair labor practices in violation of Section 8(a)(1) and (3) of the Act, I recommend that Respondent be ordered to cease and desist therefrom. I further recommend that Respondent be ordered to take affirmative action and to post an appropriate notice in order to effectuate the policies of the Act.

In addition, I recommend that Respondent be ordered to (1) offer John Fry and Carl Steffes immediate reinstatement, without prejudice to their seniority rights and other privileges, and (2) provide Fry and Steffes with backpay and interest thereon to be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).

Upon the basis of the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I recommend the issuance of the following:

#### ORDER\*

The Respondent, American Diversified Foods, Inc., d/b/a Arby's, Bloomington, Indiana, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging its employees, including shift managers, because of their union activity.

(b) Unlawfully interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Offer John Fry and Carl Steffes immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, and make them whole for any loss of pay that they may have

of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

\* In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48

suffered by reason of Respondent's unlawful conduct in accordance with the recommendations set forth herein in the section entitled "The Remedy."

(b) Provide the Regional Director, upon his request, with all written and oral information relevant to the computation of backpay and the requirement for reinstatement of John Fry and Carl Steffes.

(c) Post at its Arby's stores in Bloomington, Indiana, copies of the attached notice marked "Appendix."<sup>7</sup> Copies of said notice, on forms provided by the Regional Director for Region 25, after being duly signed by Respondent's autho-

<sup>7</sup> In the event that 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

rized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

<sup>1</sup>  
of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."