

**Rauland Division of Zenith Radio Corporation and
American Federation of Technical Engineers,
AFL-CIO, Local 93. Case 13-CA-9137**

January 11, 1971

DECISION AND ORDER

BY MEMBERS FANNING, BROWN, AND JENKINS

On July 9, 1970, Trial Examiner Phil W. Saunders issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting 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 powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner only to the extent consistent herewith.

In essential agreement with the Trial Examiner, we find that by the conclusion of the negotiating session of May 5, 1970, the parties had reached agreement in principle on the substantive terms of a collective-bargaining agreement, and that what remained to be done was the drafting of the precise language necessary to embody the agreements reached by the parties, a task which the Respondent undertook to complete by May 9. We find further, again in basic agreement with the Trial Examiner, that after the Union filed an unfair labor practice charge against the Respondent as to another matter on May 6, the Respondent failed and refused to conclude the negotiations in the manner previously agreed upon because of the pendency of the Union's unfair labor practice charge.

Thus, at the May 9 meeting, Schachte indicated that he was upset with the Union for filing the charge and, although he had agreed at the May 5 meeting to submit final contract language, he advised the Union that he had been busy preparing an answer to the charge and, therefore, he did not have a new contract ready nor did he have additional contract language to

present. When Phillips, one of the Union's negotiators, informed Schachte that the unrelated charge had nothing to do with the execution and signing of the contract under consideration, Schachte stated that he was not going to sign a contract with charges pending. At the next meeting on May 15, which began with a paragraph by paragraph discussion by the parties of the prepared written material, Schachte informed the Union that the Respondent had no intention of signing a contract until every "i" was dotted and every "t" was crossed. The Union objected to going over the contract in detail because its membership had already accepted the Respondent's final offer of April 24. On May 21, the parties held their last meeting. The Union stated that it would like to get a signed contract as soon as possible, and that this could be done by leaving the same language as in the old contract with the exception of the new economic benefits agreed to. Schachte asked Phillips if the Union's charge had been withdrawn. Although a meeting was scheduled for May 27, Schachte canceled it and no further meetings were scheduled and no contract was signed.

It is well settled that the pendency of unfair labor practice charges against an employer does not relieve it of its duty to bargain with the union filing those charges and that a refusal to bargain because of pending charges constitutes bad-faith bargaining on its part.¹ Accordingly, we find that by such conduct the Respondent refused to bargain within the meaning of Section 8(a)(5) and (1) of the Act.

REMEDY

We have found that the Respondent and the Union had reached agreement in principle as to the substantive terms of a collective-bargaining agreement and that the Respondent, acting in bad faith, failed to reduce the agreement to writing. However, in all the circumstances of this case, including the fact that there was no agreement as to the language to go into the contract, we shall not order the Respondent to execute a particular document, but shall order it to cease and desist from its refusal to bargain collectively with the Union, and, upon request, to bargain collectively with the Union as the exclusive representative of its employees in the appropriate unit, and, if an understanding is reached, to embody such understanding in a signed contract.

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 Trial Examiner and hereby orders that

¹ *Monarch Hardware & Mfg Co.*, 145 NLRB 775, *Revere Metal Art Company, Inc.* 146 NLRB 253

the Respondent, Rauland Division of Zenith Radio Corporation, Chicago, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as modified below:

1. Delete paragraph 2(b) of the Recommended Order and reletter the subsequent paragraphs accordingly.
2. In footnote 18 of the Trial Examiner's Decision, substitute "20" for "10" days.
3. Substitute the attached appendix for that recommended by the Trial Examiner.

APPENDIX

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

WE WILL, upon request, meet with and bargain collectively in good faith with the American Federation of Technical Engineers, AFL-CIO, Local 93, as the exclusive collective-bargaining representative of the employees in the appropriate unit, and, if understanding is reached, embody such understanding in a written agreement. The appropriate unit is:

All technical employees employed by the Respondent in its plants numbered one (1), two (2) and four (4), located on Knox Avenue, in Chicago, Illinois, and plant number five (5) located in Melrose Park, Illinois, excluding all production and maintenance employees, all employees currently represented by labor organizations, engineers, professional employees, office and plant clerical employees, draftsmen, time-study employees, temporary employees, part-time employees, guards and supervisors as defined in the Act.

RAULAND DIVISION OF
ZENITH RADIO
CORPORATION
(Employer)

Dated _____ By _____ (Representative) _____ (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's

Office, Room 881, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, Telephone 312-353-7572.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

PHIL W. SAUNDERS, Trial Examiner: Upon a charge filed on May 23, 1969,¹ by American Federation of Technical Engineers, AFL-CIO, Local 93, herein called the Union, the General Counsel issued a complaint on February 27, 1970, against Rauland Division of Zenith Radio Corporation, herein called the Company or Respondent, alleging violations of Section 8(a)(5) and (1) of the National Labor Relations Act, as amended. At the trial all parties were afforded full opportunity to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally on the record, and to submit briefs. Oral argument was waived but the General Counsel and Respondent filed briefs.

Upon the entire record in the case, including my observation of the demeanor of the witnesses, I make the following:²

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Zenith Radio Corporation is a Delaware corporation, and Respondent Rauland is an unincorporated division of Zenith. The Respondent's administrative offices and No. 5 plant are located in Melrose Park, Illinois, and Respondent's Nos. 1, 2, and 4 plants are located on Knox Avenue in Chicago, Illinois, and at these plants the Respondent is engaged primarily in the manufacture of monochrome and color cathode ray tubes. The Respondent annually produces and ships finished products directly to points outside the State of Illinois valued in excess of \$50,000.

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

II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization under the Act.³

III. THE UNFAIR LABOR PRACTICES

The complaint alleges that since May 5 the Respondent has failed and refused to bargain in good faith; since May 5 the Respondent has refused to reduce to writing and sign an agreement embodying rates of pay, wages, hours of employment, and other terms and conditions of employment agreed upon between the Union and the Respondent; and Respondent, on or about May 15 and 21, engaged in dilatory tactics and refused to sign the above agreement

¹ All dates are 1969 unless specifically stated otherwise

² All credibility resolutions made herein are based on a composite evaluation of the demeanor of the witnesses and the probabilities of the evidence as a whole

³ Most of Respondent's approximately 2,500 hourly rated production and maintenance employees are represented by Local 1031 of the International Brotherhood of Electrical Workers with whom the Company has had a bargaining relationship for many years. A relatively small number of such employees are represented by District 8 of the International Association of Machinists

agreed on until charges previously filed with the Board were disposed of.

The Union was certified by the Board in November 1967.⁴ A contract was then entered into between the Respondent and the Union with an expiration date of March 31. After notice by the Union, negotiations for a new agreement were begun in February, and it is from these negotiations that the present controversy has arisen.

During February, March, April, and May, 16 negotiating meetings were held between the parties. The Union went out on strike from April 1 to 20. On May 2 the Union filed a charge against the Respondent—Case 13-CA-9093—and by letter dated May 5 the Company was notified by the Board of this pending charge.⁵

The position of the General Counsel is that on April 24 the Respondent made a final offer to the Union and which the Union accepted on May 4, and then communicated this acceptance to the Company, but thereafter the Company refused and failed to execute the agreed-upon terms and conditions into a written contract because the Union filed unfair labor practice charges relating to another matter—Case 13-CA-9093—as aforesaid. In essence, the Respondent maintains that the parties had not reached agreement on all the terms and provisions of their proposed contract by the time negotiations broke off.⁶

At all meetings the Company's chief negotiator was Director of Labor Relations E. J. Schachte. Schachte was assisted by Director of Personnel John Parker and General Personnel Manager James Kinal, whose responsibilities at the negotiations included preparing minutes for company use.⁷ The Union was represented by a six-man committee whose principal spokesmen were Paul Bogdanowicz, Wallace Phillips, and Donald Phillippe. Employees of Respondent on the Union's bargaining team were paid by the Company for time spent in negotiations. The Union submitted written contract proposals early in the negotiations. These were reviewed by the Company, and provided the basis for discussions during the initial meetings. The Union asked for a union-shop clause, and one area the Company felt needed changing was the seniority article. During these initial sessions the Union requested and was given information relating to insurance, past salary raises, and the profit-sharing trust agreement, and tentative agreement was reached on some minor noneconomic issues, but such understandings were not reduced to writing.

At the negotiating session on February 20, the Company proposed no changes from the provisions of the existing contract in the areas of union security,⁸ management rights, unit work, hours of work and shift premiums, overtime, rest

periods, probationary period, number of holidays, leaves of absence, and insurance, and the Union was informed that under the merit review system many unit employees received increases in 1968. Seniority provisions were also discussed and tentative agreements were reached on several subjects or paragraphs pertaining thereto.

At the meeting on February 25, the Respondent tentatively agreed to give an employee the option of payment in lieu of time off; tentatively agreed to extend holiday qualification while on a leave of absence; and reached several other accords in this general area.

On March 11, the Company proposed a 2-percent across-the-board wage increase, and a 2-percent increase in range maximums. The Union stated that this offer was unacceptable, and submitted five "hard core" items they felt necessary under their proposal; cost-of-living, merit review system, increased salary ranges (maximum and minimum), a 12-percent across-the-board salary increase, and union shop. Schachte stated that the Company was strongly opposed to a cost-of-living provision and a union-shop provision.

At the meeting on March 19, the Union enlarged their major demands by including several economic proposals. The Respondent then informed the Union their proposed cost-of-living proposal, the 12-percent across-the-board increases, and the union-shop provisions were unacceptable, but that the Company was willing to consider salary ranges and a general wage increase, and that they would make a proposal on insurance.

At the session on March 26, the Company agreed to modify its existing insurance plan and the parties discussed the Union's request for a change in the merit review system and the Company replied that it would agree to a system of semiannual performance reviews which would be distinct delete demands on several of their proposals and also agreed to modify their sick leave plan and merit review proposals, and would accept a meaningful agreements on these items, but the Union stated that the Company's position would be presented to their membership meeting on Sunday. On March 30 the Union's membership rejected the Respondent's offer.

The meeting on March 31 was held with the Federal Mediator and Conciliation Service. The Union summarized for the commissioner the 13 or 14 points or issues still unresolved. The parties then discussed the union-shop proposal, but without any change by either party. This session concluded after certain guidelines for the strike were brought up and discussed.

⁴ The appropriate unit is

All technical employees employed by the Respondent in its plants numbered one (1), two (2) and four (4), located on Knox Avenue, in Chicago, Illinois, and plant number five (5) located in Melrose Park, Illinois, excluding all production and maintenance employees, all employees currently represented by labor organizations, engineers, professional employees, office and plant clerical employees, draftsmen, time-study employees, temporary employees, part-time employees, guards and supervisors as defined in the Act

⁵ By letter dated June 27, the Board notified the parties that there was insufficient evidence at this time to issue a complaint in Cases 13-CA-9093 and 13-CA-9137. On January 13, 1970, the Regional Director approved the Union's withdrawal request in Case 13-CA-9093, but the June 27 dismissal of the charge in Case 13-CA-9137 was then revoked

⁶ On June 15, 1970, the Respondent filed a motion to strike portions of the General Counsel's brief on the grounds that certain statements or

assertions therein were without support, were highly prejudicial to Respondent's defense, and were based on completely distorted version of the record. I have made my decision and findings based only on evidence substantially documented and reflected in this record, and in no way have I given any consideration whatsoever to possible unsupported arguments and assertions by the General Counsel which might fall within the area of the Respondent's motion. On the basis of the above, the motion to strike is hereby denied

⁷ Kinal testified he dictated the minutes from his notes taken at the bargaining sessions. The minutes were introduced into evidence without objection as Resp Exhs 1(a) through 1(p)

⁸ The contract between the parties which expired on March 31, provided that union membership was not a condition of employment, and there was no provision for the checkoff of union dues

The Union struck the Company for 3 weeks from April 1 to 21, as aforesaid, but during this period there was one bargaining session between the parties on April 18, again at the offices of the Federal Mediation and Conciliation Service. Attending for the first and only time was Union International Representative Jack Dunn. The Company proposed a 27-month contract with a 3 1/2 percent salary increase for the first year and a 4-percent salary increase for the remaining 15 months. The Union then indicated that a meeting of their membership was scheduled for the weekend.

On April 20, Schachte received a call from Wallace Phillips, president of Local 93, who advised that the membership had rejected the Company's revised economic offer, but had voted to return to work starting April 21.

At the session on April 24, the Union presented a revised economic proposal, and the Company then made a counterproposal. The Company's final offer on salary increases continued to be 3 1/2 percent for the first year, and 4 percent for the remaining 15 months of a 27-month contract. The Company also offered an extra holding, Blue Cross-Blue Shield insurance, seniority provisions as tentatively agreed on beforehand, the current merit review plan with a 6-month performance evaluation, 4 weeks' vacation after 20 years' service, salary ranges increased by 5 percent at the maximums, and the current sick leave and shift-differential plans. The Company further indicated that it would review other items on which tentative agreements had been obtained. The Union then came back with their counterproposals, but the Company insisted on its final offer as outlined above. While there is some conflicting testimony on how this session on April 24 concluded, the most reliable evidence establishes that the Union indicated they would take the Respondent's final offer to their membership for a vote on whether or not to accept it.⁹

This record reveals that on Sunday, May 4, the Union's negotiating committee met with its members to outline the Company's final offer, and the members voted to accept the offer; thereafter, Don Phillippe and Wallace Phillips called Schachte to advise him that the Union had accepted the Company's offer of April 24 and requested a meeting as soon as possible to get the contract signed.¹⁰ A negotiating meeting was then arranged for the next day.

The meeting on May 5 dealt mainly with a review of the language on those items on which previous agreements had been made. These efforts included language clarifications on arbitration procedure, job postings, various aspects seniority, holiday pay and return rights while on leave of absence, time off for voting, vacation time off, company-union meetings, performance evaluations, discharges, and

the grievance procedure was to be rewritten by the Company. This meeting concluded with the Company agreeing to submit final language at the next session (May 9) covering provisions for a new contract, and the contract would be retroactive to May 5.¹¹

At the session on May 9, Schachte let it be clearly known to everyone that he was extremely upset and angry with the Union by the filing of their charge (Case 13-CA-9093), and then advised the Union he had been busy preparing an answer to the charge, and so he did not have a new contract ready nor did he have additional contract language to present. Phillippe then informed the Company that this charge had nothing whatsoever to do with the execution and signing of the contract under consideration, but Schachte replied that he was not going to sign a contract with charges pending.

The meeting on May 15 commenced with a paragraph by paragraph discussion of the prepared written material. Schachte informed the Union that the Company has no intention of signing a contract until every "I" is dotted and every "T" was crossed.¹² Garrette testified that he objected going over the contract in detail because the union membership had already accepted the Respondent's final offer of April 24.

The last meeting was held on May 21. The Union stated they would like to get a signed contract as soon as possible, and this could be done by leaving the same language as in the old contract with the exception of the new economic benefits agreed to.¹³ Schachte testified that at this May 21 meeting he asked Phillips "for one thing, if the charge had been withdrawn." He stated that Phillips again indicated to him that he had suggested that the charge be withdrawn. Schachte related in his testimony that there were many areas of contract language that had not yet been agreed to, and based on the Union's recent actions he did not trust it sufficiently to enter into a verbal contract. He also stated there were provisions in the old agreement that were unacceptable and unworkable. Schachte further indicated that once in final form the agreement would then have to be approved by the corporate legal department. The meeting for May 27 was canceled by Schachte the day before, and no further meetings were scheduled and no contract was signed.

The Respondent raises several defenses. In their brief it is argued that at the close of the May 5 bargaining session there were still contract provisions that had not been agreed to and by the end of the May 15 meeting the parties had initiated only a handful of pages; the Company also points out that the totality of its conduct over the 4 months of negotiations shows good-faith bargaining, and that the filing of the charge by the Union, in Case 13-CA-9093

⁹ General Counsel witnesses Bogdanowicz and Gerrette testified that Schachte specifically told them to take his final offer back to the union membership. Schachte emphatically denied ever making such request or statement. However, Respondent's director of personnel, John Parker, admitted that at this meeting the Union indicated they would take the Company's final offer to their membership.

¹⁰ Schachte admitted that "at some stage in this period" he did receive a call from Phillips at his home, and was then informed that the Union had accepted his offer.

¹¹ On May 6, as pointed out, Schachte received a copy of the charge in Case 13-CA-9093 which had been filed by the Union alleging that the Company unilaterally had made changes in insurance benefits for

bargaining unit employees and had refused to process grievances. Apparently, the Union had not given Schachte any advance knowledge that such a charge would be filed even though Phillippe had telephoned him on May 1 requesting information relative to insurance and had been specifically told by Schachte that no changes in insurance benefits had been put into effect for unit technicians here involved.

¹² Schachte admitted that "somewhere along the line" he made this statement as to dotting I's and crossing T's.

¹³ Schachte stated that on May 18, Phillips telephoned him to advise that a membership meeting had been held at which the employees had voted to accept the Company's economic offer.

merely introduced an element of distrust into the negotiations.¹⁴

This record clearly establishes that the Company's failure to consummate and execute the contract was due to the fact that the Union filed an unfair labor practice charge relating to matters extraneous to the negotiations, as aforesaid. It is well settled that the filing of unfair labor practice charges do not relieve an employer of his obligation to bargain with the Union, and his refusal to do so on that ground or until the proceedings have been disposed of or withdrawn, is plainly indicative of bad-faith bargaining on his part. *Revere Metal Art Company, Inc.*, 146 NLRB 253; *Monarch Hardware & Mfg., Co.*, 145 NLRB 775.

For all intensive purposes the parties reached agreements on April 24, and the only steps remaining were acceptance of the Company's final offer by the union membership, and the routine drafting of formal or suitable language to implement the provisions already agreed upon. Subsequently, both these steps took place. On April 24, when the Company made their final offer, as aforesaid, they did so with the further understanding that all other provisions would remain the same, and the contents of Respondent's own notes covering this session negates any contention otherwise. Therefore, there were understandings and agreements between the parties on all other items not specifically covered in the final offer because the old provisions on such were incorporated by reference into the new contract. On May 4, the union membership then accepted the Company's offer of April 24, and there is no question that Schachte was immediately so notified. On May 5, the parties agreed on the necessary language changes to put into effect previous agreements, and for clarification purposes discussions also took place on paragraph dealing with discharges, seniority, and a few other subject matters.¹⁵ The grievance procedure was to be rewritten by the Company but there is no showing that the parties were not in full or substantial accord as to its contents. A careful review of this record will not support a conclusion that there were unsettled contract provisions to be agreed upon.

The filing of the charge in Case 13-CA-9093, and which the Company had knowledge on or about May 6, raised more than an element of distrust in the Union.¹⁶ It is obvious from this record that following the strike the parties had made considerable progress in their negotiations and to such an extent that by the conclusion of the session on May 5, there merely remained the formal adoption or rewriting of language and paragraphs to match their prior agreements. However, after receiving notification of the charge the Company's conduct and attitude immediately changed, and from then on the Respondent acted in derogation of its statutory duty to bargain in good faith.

¹⁴ On May 27, a decertification petition (Case 13-RD-748) was filed by an employee seeking an election to decertify the Union as the bargaining representative (Resp Exh 6) Schachte testified that prior to this time, including once in May and on another occasion, employees had come to his office asking how they could get rid of the Union and during the negotiations this had prompted Schachte to ask the Union whether it represented a majority of the unit employees. Philippe admitted that the Union was aware that some employees were considering such a move. Apparently neither the Company nor the Union requested the resumption of negotiations after the filing of the RD petition. An election was directed

Schachte admitted he was "angry" because of the charge, and would look for the dotting of "I's" and crossing of "T's," and he would not finalize any contract until every last bit of language had been clarified. Dilatory tactics also took place on May 15 and 21. After almost 4 months of negotiations the Company insisted on a paragraph by paragraph review of the previous contract. At the last meeting the Company again specifically inquired if the charge had been dropped. Another clear indication that the filing of the charge was the only factor in the Company's refusal to consummate a contract.

Personnel Manager Kinal admitted that on May 5 there were only language disputes remaining and also admitted there was a general understanding on seniority. Director of Personnel Parker agreed in his testimony that the May 5 meeting was spent on language clarifications and that the contract would be retroactive to May 5. I question very much whether the subject of retroactivity would have been agreed upon, or even approached, had not the parties reached a meeting of the minds beforehand. During these negotiations Schachte was initially following the normal practice he had adopted over the years while negotiating with unions. He first of all made notes of the various agreements as the discussions went along, and in some instances operated on such verbal understandings with the different unions, and then on a later occasion the execution in the formalities of contract language and signing took place. In the final analysis, it is obvious from this record that Schachte was following his normal procedure in this case until the filing of the charge and notification of the same on May 6.

I have found on the basis of Respondent's course of conduct that its refusal to execute the agreement negotiated by the parties on or about May 5, 1969, was in bad faith and by such conduct Respondent violated Section 8(a)(5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Company described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

CONCLUSIONS OF LAW

1. The Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the

in Case No 13-RD-748 and scheduled for August 22, but it was later postponed

¹⁵ As pointed out Schachte offers no explanation as to who requested this meeting and for what purposes. If there was no contact with the Union, it would be difficult to ascertain who arranged the meeting on May 5, and how would such plans be made if Schachte did not receive a call from Phillips on May 4 telling him the Union accepted the Company's offer

¹⁶ For purposes here I need not express my sentiments relating to the timing by the Union in filing this charge.

meaning of Section 2(5) of the Act, which, at all times material, has been and continues to be the exclusive representative of Respondent's employees in the appropriate unit, as set forth previously herein, for the purposes of collective bargaining.

3. By the acts and conduct herein found violating of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act, which unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

It having been found that the Respondent has engaged in unfair labor practices in violation of Section 8(a)(1) and (5) 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.

As it has been found that on May 5 the parties reached complete agreement on terms and conditions of employment and that Respondent thereafter repudiated such agreement and refused to execute a written contract embodying such terms and conditions, it will be recommended that Respondent be ordered to execute such a contract, and which shall be effective retroactively from May 5, 1969.

RECOMMENDED ORDER

Upon the entire record in the case, and the foregoing

¹⁷ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, recommendations, and Recommended Order herein shall, as provided in Section 102.48 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 that the Board's Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the

findings of fact and conclusions of law, it is recommended that Respondent, Rauland Division of Zenith Radio Corporation, its officers, agents, and representative, shall:

1. Cease and desist from refusing to bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Upon request bargain collectively with the Union as the exclusive representative of all employees in the aforesaid unit and, if an understanding is reached, embody same in a signed agreement.

(b) If requested by the Union, execute the contract upon which agreement was reached on May 5, 1969, and as set forth in the section of this Decision entitled "The Remedy."

(c) Post at their offices and plants in Melrose Park and on Knox Avenue in Chicago, Illinois, copies of the attached notice marked "Appendix."¹⁷ Copies of said notice, to be furnished by the Regional Director for Region 13, after being duly signed by the Respondent's 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 such notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 13, in writing, within 20 days from the date of receipt of this Decision, what steps the Respondent has taken to comply herewith.¹⁸

National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals, enforcing an order of the National Labor Relations Board"

¹⁸ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith"