

**Zenith Radio Corporation of Missouri and International Brotherhood of Electrical Workers, AFL-CIO and Ronald W. Alberty. Cases 17-CA-3425 and 17-CA-3468**

August 26, 1968

**DECISION AND ORDER**

BY CHAIRMAN McCULLOCH AND MEMBERS FANNING AND ZAGORIA

On May 14, 1968, Trial Examiner John F. Funke 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 in Case 17-CA-3425, and a supporting brief; the Charging Party in Case 17-CA-3425 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 powers in connection with these cases 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 briefs, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the limited modification indicated herein.<sup>1</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 Trial Examiner as modified below and hereby orders that the Respondent, Zenith Radio Corporation of Missouri, Springfield, Missouri, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:

1. Add the following as paragraph 1(d) of the Recommended Order:

"In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist

labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities."

2. Add the following paragraph to the notice:

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

3. Amend the paragraph preceding the signature line in the notice by deleting the words "the above-named or any other" and substituting the word "any."

<sup>1</sup> The Board finds it unnecessary to pass on whether a violation of Section 8(a)(1) occurred at the pilot plant. The Trial Examiner has confused the location of the sidewalk at the pilot plant with that at the main plant and has misstated the incidents occurring at the pilot plant. No disciplinary action was taken there and the Remedy would be the same as that which we are ordering for the violation at the main plant. The pilot plant is now closed.

**TRIAL EXAMINER'S DECISION**

**STATEMENT OF THE CASE**

JOHN F. FUNKE, Trial Examiner: Upon a charge filed December 6, 1967, by the International Brotherhood of Electrical Workers, AFL-CIO, herein the Union, against Zenith Radio Corporation of Missouri, herein Zenith or the Respondent, the General Counsel issued a complaint dated January 25, 1968, in Case 17-CA-3425, alleging Respondent violated Section 8(a)(1) of the Act. Upon a charge filed January 26, 1968, by Ronald W. Alberty, herein Alberty, against Zenith, the General Counsel issued a complaint dated February 9, 1968, in Case 17-CA-3468, alleging Respondent violated Section 8(a)(1) and (3) of the Act. By order dated February 13, 1968, the above cases were consolidated and a notice of hearing was issued by the General Counsel. The answer of Respondent in the consolidated cases denied the commission of any unfair labor practices.

This case, with all parties represented, was heard before me at Springfield, Missouri, on March 20 and 21, 1968. At the conclusion of the hearing the parties were granted leave to file briefs.

Upon the entire record in this case and from my observation of the demeanor of the witnesses while testifying, I make the following:

## FINDINGS AND CONCLUSIONS

## I. THE BUSINESS OF RESPONDENT

Respondent maintains a plant and a training center at Springfield, Missouri, where it is engaged in the manufacture of color television sets. Respondent annually sells products and merchandise valued in excess of \$50,000 to customers outside the State of Missouri. Respondent is engaged in commerce within the meaning of the Act.

## II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization within the meaning of the Act.

## III. THE UNFAIR LABOR PRACTICES

## A. Case 17-CA-3425

## 1. The no-solicitation rule

The complaint alleges that Respondent promulgated and put in effect unlawful no-solicitation rules.<sup>1</sup> Rule 19 of Respondent's Employee Relations Manual reads:

19. Unauthorized soliciting or collecting contributions for any purpose whatsoever on Company time, or unauthorized distribution or circulation of literature, written or printed matter of any description on Company premises is unlawful.

The complaint further alleged that Respondent kept under surveillance the union activity of its employees; threatened employees with discharge or other reprisals if they became or remained members of the Union; interfered with distribution of the Union's authorization cards by employees on Respondent's parking lot; and disciplined or threatened to discipline employees for distributing union literature.

I find that rule 19, *supra*, is as a matter of law a violation of Section 8(a)(1) of the Act. It is true that the first portion of the rule proscribes solicitation only on company time, but the second portion, referring to distribution or circulation of literature, contains no such limitation. Whether this was an oversight or not the Board's construction of any no-solicitation or no-distribution rules is, as I read its decisions, strictly construed against the em-

ployer.<sup>2</sup> I therefore find that the prohibition of distribution or circulation of literature on company premises violates Section 8(a)(1) of the Act.<sup>3</sup> In *Republic Aluminum Co. v. N.L.R.B.*, 374 F.2d 183 (C.A. 5), cited by Respondent, the rule prohibited employees who were off duty from entering plant property without permission. This was not the rule established in this case. *Korn Industries, Inc. v. N.L.R.B.*, 389 F.2d 117 (C.A. 4), also cited by Respondent, the Board was reversed by the court in its finding that a rule prohibiting distribution of literature on company premises on the ground that the employer permitted distribution of literature on its parking lot and permitted the use of the union bulletin board for such purposes (sic). The case presented conditions not found herein and in any event the Trial Examiner is bound by the Board's and not the court's holding.<sup>4</sup>

The lengths to which the Board will go in holding an employer guilty of violation in publishing a no-solicitation rule is best illustrated by its decision in *Mock Road Super Duper, Inc.*, 156 NLRB 983, also reversed on this point by the Sixth Circuit in *N.L.R.B. v. Mock Road Super Duper, Inc.*, 393 F.2d 432. The rule therein read:

## SELLING AND SOLICITING

For your protection, soliciting in any form will not be permitted on store premises. Raffles, pools, collections for any purpose, or the sale of tickets or merchandise by employees or outsiders may not conducted [sic] without the express permission of the store manager.

There are no exceptions to this regulation and you may request evidence of authorization from anyone who is engaged in selling or soliciting on the store premises. If anyone is found violating this rule, please notify the store manager.

In reversing the Board, the court commented that the Board had reversed the Trial Examiner without citation of any court decision and without attempting to read the provision it referred to as a "no-solicitation rule" in context, nor with offering any discussion as to how it reached its conclusion that union solicitation could reasonably be inferred within the language quoted. It added (at 435):

In the rule here under consideration the word "soliciting" is used both in the title and in content in conjunction with the word

<sup>1</sup> At the close of the hearing Respondent moved to dismiss the complaint insofar as it alleged that rule 22 was also a violation of Section 8(a)(1) of the Act. The motion was granted.

<sup>2</sup> The courts have generally agreed with the Board's construction.

<sup>3</sup> *Stoddard-Quirk Manufacturing Co.*, 138 NLRB 615. The rule was set forth by the Board in *Walton Manufacturing Company*, 126 NLRB 697, *enfd.* 289 F.2d 177 (C.A. 5), as follows:

No-solicitation or no-distribution rules which prohibit union solicitation or distribution of union literature on company property by em-

ployees during their nonworking time are presumptively an unreasonable impediment to self-organization, and are therefore presumptively invalid both as to their promulgation and enforcement, however, such rules may be validated by evidence that special circumstances make the rule necessary in order to maintain production or discipline. [Footnote omitted.]

<sup>4</sup> *Insurance Agents' International Union, AFL-CIO (The Prudential Insurance Company of America)*, 119 NLRB 768, 773.

“selling,” and only by a strained and artificial interpretation can any reference to a union solicitation be made.

I do not find that the rule in the instant case requires the same degree of strained and artificial construction as does the rule quoted above to find it unlawful. Accordingly, I find it violative of Section 8(a)(1) of the Act.

## 2. Enforcement of the rule

Respondent Zenith opened a pilot plant at Springfield, Missouri, on March 13, 1967, and then opened its permanent plant on December 1, 1967.<sup>5</sup>

Bertha Sopok testified that she was first employed at the pilot plant and that in September, October, and November she passed out union literature on the parking lot at the east door of the plant. Floyd Robards, head of plant security, observed her passing out the literature,<sup>6</sup> took her name and clock number, and told her to get out of the parking lot and do her distributing on the sidewalk which was not part of the plant property. On December 1, Sopok, together with other employees of the Respondent and union organizers, was handbilling the employees with union literature (G.C. Exh. 6). At this time Sopok was wearing a badge (G.C. Exh. 5) identifying herself as a member of the Union's organizing committee. Lee Kelso, captain of security, and Robards came to her and Kelso asked for her name and clock number. Robards and Kelso also asked for the names and clock numbers of two employees, Jerry Ducker and Ray Tummons, who were with her.<sup>7</sup> The time was 6:30 to 7 a.m. prior to plant opening. On December 5, Sopok again handbilled at the new plant and was again asked by Robards and Kelso for her pass, clock number, and name. She was not, however, told to stop handbilling. Later that day Sopok was told by her supervisor to go to personnel where she saw Robert Vorwerk, personnel director. Vorwerk asked her if she was aware of rule 19 and asked her to read it to him. Vorwerk then asked her to read and sign a memorandum (G.C. Exh. 2-f) which read:

This memorandum is to confirm our verbal discussion pertaining to your unauthorized distribution of printed matter on the sidewalk at the Plant Entrance, Tuesday morning, December 5, 1967.

So that you are accurately informed, this type of activity is a violation of Plant Rules, specifically Section 19, of Exhibit C, Page 44, of the Employee Relations Manual.

The purpose of Plant Rules and Regulations is

to protect the mutual interest of the employees and the employer and are not to restrict the rights of anyone but to define and protect the rights of all.

Sopok signed it. (This was signed under her then married name of Bertha Meister.)

Sopok continued handbilling on either December 8 or 9 and again on December 13. On the 13th a guard (identified as Mr. Crosswhite) asked for her name and clock number.

On December 7, according to Sopok, Vorwerk and the guards passed out a notice (G.C. Exh. 6) shortly after 3:30 p.m. to employees leaving the plant. This notice read:

## TO ALL ZENITH RADIO CORPORATION OF MISSOURI EMPLOYEES:

I thought a short letter should be sent to all of you to bring you up to date on the union situation.

The IBEW Union has filed a petition with the National Labor Relations Board in Kansas City asking that an election be held among production and maintenance employees here at the plant to see if they want a union. There is some indication the IUE Union may also seek to get on the ballot.

At this point, we have been in touch by telephone with Government Officials to see what legal steps are necessary to insure that all rights of employees are protected. After all, this is a very serious matter. It is a decision which will affect the future of you, your family, and Zenith.

Nothing concrete can be reported at this time in regard to the election. As soon as any decisions are made, however, rest assured we will let you know. In the meantime, you have a right to know exactly what Zenith's position is with regard to the Union.

Zenith is opposed to the IBEW, the IUE, or any other union. The reason is short and simple. A Union can do little good for employees or Zenith, and can do a lot of harm. It is not in the best interest of Zenith employees—or Zenith—to have any third party interfering in our day-to-day relations.

We have a good program at Zenith—one which will stand up against any unionized plant in the country. It did not take a union to obtain this, and it does not take a union to keep it. Our policy has been—and will continue to be—to run a plant on a business-like basis, giving fair treatment to all people. This is a “must” so far as Zenith is concerned, and I in-

<sup>5</sup> Unless otherwise specified all dates will refer to 1967

<sup>6</sup> The literature, according to Sopok, consisted of union authorization cards

<sup>7</sup> Sopok's testimony as to December 1 was corroborated by Ducker

After Ducker's testimony the Trial Examiner then indicated he would accept no more testimony on distribution. Since the facts respecting this issue are not in serious dispute the testimony of the witnesses will not be reviewed in detail

tend to see that this policy is carried out at all times.

We are just getting off the ground. No doubt, we have made some mistakes—who hasn't? We intend to correct these mistakes as fast as they come to our attention and follow a course of constant improvement. There is nothing the Union can add except confusion and trouble.

I hope you will bear with us in the days ahead. There will be rumors—and more rumors—flying about. Please get the facts. If an election is ordered, you will decide at the ballot box—by secret ballot—whether or not you want a union.

We will keep you informed.

Sincerely yours,

James J. Rooney  
Vice President  
General Plant Manager

This notice was not alleged to be in violation of Section 8(a)(1) of the Act.

Apart from Sopok, seven other employees were required to sign identical memoranda by Vorwerk for distributing union literature or authorization cards on plant property. (G.C. Exhs. 2-a, b, c, d, e, g, and h.) For the most part the handbilling took place on a sidewalk within the plant area but on at least two occasions during inclement weather the employees stood in the doorway and handbilled.<sup>8</sup>

Respondent attempts to justify its prohibition against handbilling by stating that distribution of the literature on the sidewalk within the plant premises<sup>9</sup> constituted a hazard to the employees because cars were entering or leaving the parking lot at the periods of distribution. I find this contention unsupported by the evidence. Cars which are entering or leaving a parking lot are usually moving at a slow speed after entrance and it is a reasonable inference that the employees on the sidewalk did not constitute a safety risk either to themselves or the drivers and occupants of the cars. Nor do I find that the Respondent established that its warning to employees against the distribution at the doorways of its plants on two occasions was justified on the grounds that the literature constituted a fire hazard or that the debris interfered with production. All such activity was conducted either before or after

the close of the working day, not when the welders were working, and I find no substantial evidence offered by Respondent's witnesses to justify the imposition of either rule 19 or 22. In short, I find Respondent violated Section 8(a)(1) of the Act by directing employees to distribute beyond the plant gate, by directing them to distribute outside the plant doorways, by asking them to read rules 19 and 22 and sign the statement, *supra*, General Counsel's Exhibit 6, and by telling them it would be placed in their personnel files.<sup>10</sup>

I do not find that Respondent engaged in unlawful surveillance of the employees by observing their activities at the plant or on plant premises. I believe an employer has the right, under ordinary conditions, to observe the conduct of employees and others on its own premises.<sup>11</sup>

### 3. Interrogation and threat of discharge

Employees Ray B. Tummons and Jerry Ducker testified that in late October or early November they were wearing pocket pen and pencilholders bearing the letters IBEW when they had occasion to talk with Marsha Maloney, convergence board supervisor.<sup>12</sup> Tummons testified that on the morning in question he left his table to get some parts and that Marsha Maloney read the union insignia and told him, "That's a good way to get fired." When he told her he thought the Company was smarter than that, Maloney asked if he had heard about a Mr. and Mrs. Jones being fired.<sup>13</sup>

Ducker testified that he heard Maloney and Tummons talking on this occasion and overheard Maloney tell Tummons, pointing to the IBEW pen, that that was a good way to get fired.

Maloney could not recall any such conversation and denied that she ever told them they could be fired for wearing their IBEW pens. She could not recall whether Tummons and Ducker were wearing such sets.

There is no way of resolving this issue except by guess. I found Ducker and Tummons to be credible witnesses and see no reason why they would have contrived their testimony. In any event I would not find one casual remark made by a minor supervisor in the presence of 2 employees out of a plant complement of some 800 sufficient to warrant a remedial order.<sup>14</sup> The remark was totally unrelated to the course of conduct found unlawful herein.

<sup>8</sup> The finding that eight employees engaged in handbilling and were asked for their names and pass numbers is based on the uncontradicted testimony of Lee Kelso, captain of security.

<sup>9</sup> It was stipulated that the sidewalk was approximately 30 feet from the employees' entrance to the plant.

<sup>10</sup> *Patto Foods, Inc.*, 165 NLRB 446, *Stoddard-Quirk Mfg. Co.*, 138 NLRB 615, *Plant City Steel Corporation*, 138 NLRB 839, *Ertel Mfg. Corp.*, 147 NLRB 312.

<sup>11</sup> *Harris Paint Co.*, 150 NLRB 72, 85. Nor do I find it necessary to make a finding that Respondent engaged in a separate violation of the Act by tak-

ing down the names and addresses of the employees engaged in distribution. This was merely part of the conduct found unlawful in its entirety. Since all of this conduct was unlawful, Respondent cannot justify the taking of names and addresses on the ground it needed to know who were employees and who were not although, standing alone, such conduct might be legitimate and necessary to protect its property against intruders.

<sup>12</sup> Maloney's supervisory status was conceded.

<sup>13</sup> There is no evidence that any Mr. and Mrs. Jones were fired.

<sup>14</sup> *Howell Refining Company*, 163 NLRB 18, reversing, under similar circumstances, the Trial Examiner's finding of a violation.

## B. Case 17-CA-3468

## 1. The demotion and/or failure to promote Ronald W. Alberty

Ronald Alberty testified that he was first employed by Respondent on March 13, 1967, went through an 8-week training period, and was then assigned to test equipment. He was hired at \$2.15 per hour, raised to \$2.60 and then to \$2.75. This job was classified by Respondent as #1202. In November the signal deck equipment was being installed and Alberty helped with the installation. On or about November 20, Alberty was told by Supervisor Larry Barnett that he was being considered for the signal deck technician's job, which paid \$2.85 per hour. On December 1, Alberty was moved to the signal deck and congratulated by Barnett who told him he was now making \$2.85 per hour. This was on a Friday and he was told the promotion would be made effective the following Tuesday, December 5. On Thursday, December 7, he was pulled off the signal deck, although he reported there until December 14. On December 4, Alberty first wore his IBEW button to work. Frank Lorenz, who succeeded Barnett as test equipment foreman, told him to take it off since he was now on salary. Later Barnett, now promoted to superintendent of test equipment, told Alberty to take off the button and, when he refused, took him to the office of William Miller, chief production engineer. Miller also told him he had no right to wear the button since he was now on salary. Alberty again refused and was told to go back to work. About 1 hour later Barnett told him he wanted him (Alberty) to sign a checkoff sheet for the signal deck. Later that day he was told by Lorenz that he would not work overtime that day although he had been working overtime 2 to 4 hours previously. The following day he worked only 2 hours overtime although the rest of the plant was working 4. On December 7, Alberty was still wearing his union button and late in the afternoon of that day Barnett asked him what he was doing on the signal deck. From December 7 until December 14 Alberty worked on the signal deck from 6:30 a.m. until 7 a.m., after which he worked on testing equipment.

On Friday, which would be December 15 (Alberty said it was about December 12), Alberty inquired about his pay raise and was told by Barnett that he was not on the signal deck and that Miller had told him that there would be no promotion until after the representation hearing before the National Labor Relations Board scheduled for

December 18.<sup>15</sup> Barnett and Alberty again saw Miller who told him he would not receive \$2.85 because he was not working on the signal deck. From that date on he reported to Lorenz and tested equipment at \$2.75 per hour.

Again the testimony of Respondent's witness did not vary greatly in substance or significance from that of the witness for the General Counsel. Thus Chief Production Engineer Miller testified that he told Alberty on December 4 that the job of signal deck technician was a salaried job, that it would not be included in any bargaining unit, and that it "would restrict any affiliation with a union." When Alberty asked whether it, referring to his union insignia, "Is it take it off or else?", Miller thought he told him he would have to check on it and let him know. Miller then consulted with General Manager Rooney and was told to hold up the transfer of Alberty until there had been a Board ruling on his status. Miller then so informed Alberty, in the presence of Barnett on either December 6 or 7, that the transfer was held up. The job, according to Miller, was still open at the time of the hearing but was being performed by one Fred Anderson. Miller added that they needed a second man in the position still unfilled.

While the Respondent may have had a good-faith belief that Alberty was not entitled to engage in union activity after promotion to the signal deck, I find no grounds in law for its belief. The only reason Alberty is not serving on the signal deck at \$2.85 is his advocacy of the IBEW which he clearly indicated by wearing its insignia. Inevitably, therefore, Respondent's action in demoting and refusing to reinstate him to his job discouraged union activity. The fact that no specific evidence exists to establish the employer's discriminatory motive does not preclude the finding of a violation of Section 8(a)(3) where the employer's conduct, as it does here, inherently discriminates against union membership. *Radio Officers' Union v. N.L.R.B.*, 347 U.S. 17.

## 2. Discrimination with respect to overtime

According to Alberty's testimony he received no overtime assignment on December 4 and only 2 hours instead of 4 on December 5. On these days, however, Alberty was working on the signal deck and the record does not establish that any overtime was required. Alberty applied for overtime on these days as a test equipment operator and was denied overtime on December 4 and given only 2 hours on December 5. I do not find that the General Counsel

<sup>15</sup> The Regional Director's Decision and Direction of Election in Case 17-RC-5621, dated February 7, 1968, included the signal deck technician in the appropriate unit (G C Exh 3) The Respondent's request for review was denied by the Board with the exception that the unit placement of the signal deck control technician, who was permitted to vote subject to challenge thus evading the necessity for decision by the Board (sic) Unlike the Board, I find that the evidence in the instant case and the transcript of the

proceedings in Case 17-RC-5621 (Resp Exh 5 and also considering Respondent's "Request for Review" and its Appendix A in that case), establish that the signal deck control technician has a sufficient community of interest to be included with the other employees in the unit found appropriate by the Regional Director. The job paid only 10 cents more per hour than Alberty had been receiving and required, on the record before me, little on-the-job training and no study courses

has established discrimination in denial of overtime since admittedly Alberty was working on his new assignment on these days and no showing has been made that overtime work was required. Indeed every reasonable inference indicates it was not. I would in any event dismiss this allegation on the grounds that a denial of 6 hours' overtime would be a *de minimis* violation of the Act.<sup>16</sup>

#### IV. THE REMEDY

Having found the Respondent engaged in and is engaging in certain unfair labor practices it shall be recommended that it cease and desist therefrom and take certain affirmative action necessary to effectuate the policies of the Act.

Having found Respondent discriminated against Alberty by demoting him from his job as signal deck control technician and such demotion discouraged his membership in the Union, it shall be recommended that Respondent offer Alberty full and immediate reinstatement to said job without prejudice to his seniority and other rights and privileges and make him whole for any loss of pay he may have suffered by reason of said discrimination. Backpay shall be computed in accordance with the formulae set forth in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716, and shall be computed from the first day Alberty worked as signal deck control technician.<sup>17</sup>

It shall also be recommended that Respondent remove from its personnel files all memoranda, records, and other matter relating to violations of rule 19 by any employees, insofar as said memoranda and records relate to distribution of union literature on sidewalks outside the plant and in doorways to the plant.

Based upon the foregoing findings and conclusions and the entire record in this case, I make the following:

#### CONCLUSIONS OF LAW

1. By maintaining in effect and enforcing rule 19 on page 44 of its Employee Relations Manual; by interfering with the distribution of union literature by its employees on its parking lot or in the doorways to its plant; and by requiring its employees to sign the statements contained in the record as General Counsel's Exhibits 2-a through 2-h, Respondent violated Section 8(a)(1) of the Act.

2. By demoting Ronald W. Alberty from his position as signal deck control technician and thereby decreasing his rate of pay and discouraging his membership in or activity on behalf of the Union, Respondent violated Section 8(a)(3) and

(1) of the Act.

3. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

#### RECOMMENDED ORDER

It is hereby ordered that Zenith Radio Corporation of Missouri, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining in effect and enforcing rule 19 on page 44 of its Employee Relations Manual insofar as said rule prohibits its employees from distributing union literature or authorization cards in nonworking areas of its plant.

(b) Asking any employee engaged in distributing union literature or authorization cards in nonworking areas on nonworking time to sign a statement advising him that such distribution violated rule 19 and placing said statement in the employee's personnel file.

(c) Demoting any employee because he wore a union insignia, thereby discouraging his membership in the Union.

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

(a) Remove from its files and destroy any memoranda, reports, or other documents placed in the personnel files of any employee relating to violation of rule 19 on page 44 of its Employee Relations Manual and notify all such employees, in writing, that said memoranda, reports, and documents have been removed and destroyed.

(b) Offer Ronald W. Alberty full and immediate reinstatement to his former position as signal deck control technician without prejudice to his seniority or other rights and privileges and make him whole for any loss of wages he may have suffered by reason of the discrimination practiced against him.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Notify said Ronald W. Alberty if presently serving in the Armed Forces of the United States of his right to immediate and full reinstatement to his position as signal deck control technician in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

(e) Post at its place of business in Springfield, Missouri, copies of the attached notice marked

justice of the peace

<sup>17</sup> The record indicates Alberty was not paid \$2 85 per hour for the 2 days he admittedly worked as signal deck control technician

<sup>16</sup> It is the experience of this Trial Examiner that Examiners all too frequently are being asked to travel long distances and waste their time and the Government's money on issues which are not worth the attention of a

"Appendix."<sup>18</sup> Copies of said notice, on forms provided by the Regional Director for Region 17, after being duly signed by Respondent's authorized 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.

(f) Notify the Regional Director for Region 17, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.<sup>19</sup>

IT IS FURTHER RECOMMENDED that the complaint, as to all allegations not specifically found to be in violation of the Act, be dismissed.

<sup>18</sup> In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

<sup>19</sup> In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 17, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

## APPENDIX

### NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT maintain in effect or enforce rule 19 on page 44 of our Employee Relations Manual insofar as that rule forbids our employees to distribute union literature or union authorization cards on parking lots or sidewalks or in doorways or other nonworking areas of our plant during the employees' nonworking time.

WE WILL NOT require any employee to read or sign a statement that he has read rule 19 or threaten him with discipline for violation of that rule because he has engaged in the dis-

tribution of union literature or union authorization cards on our parking lots and sidewalks and in doorways to our plant during his nonworking time.

WE WILL NOT demote any employee because he wears a union button or other insignia or because he engages in any other lawful union activity.

WE WILL offer Ronald W. Alberty reinstatement to his former job as signal deck control technician without prejudice to his seniority or any other rights and privileges and we will pay him for any wages he lost because we demoted him.

WE WILL remove from our files and destroy any memoranda, reports, or other documents placed in the personnel files of any employees relating to violations of said rule 19.

WE WILL notify, in writing, all such employees that said memoranda, reports, and other documents relating to violations of rule 19 have been removed and destroyed.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of the above-named or any other labor organization.

ZENITH RADIO  
CORPORATION OF  
MISSOURI  
(Employer)

Dated

By

(Representative) (Title)

Note: We will notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 610 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106, Telephone 374-5282.