

United Cable Television Corporation and Freight Checkers, Clerical Workers and Helpers, Teamsters Local 856 a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO. Case 32-CA-9204

July 27, 1990

DECISION AND ORDER

BY CHARIMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

Upon a charge filed by the Union on October 5, 1987, the General Counsel of the National Labor Relations Board issued a complaint and notice of hearing on December 22, 1988, alleging that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging and failing to reinstate employee Bill Blight. The Respondent filed a timely answer admitting in part and denying in part the allegations in the complaint, and raising the Board's deferral to an arbitrator's award as an affirmative defense.

On April 10, 1989, the General Counsel, the Union, and the Respondent filed with the Board a stipulation and motion to transfer the case to the Board. The parties stated that the stipulation and attached exhibits constituted the entire record in this case and that they waived a hearing and decision by an administrative law judge. On June 13, 1989, the Board approved the stipulation and transferred the proceeding to the Board for issuance of a decision and order. Thereafter, the General Counsel and the Respondent filed briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On the entire record and briefs, the Board makes the following

FINDINGS OF FACT

I JURISDICTION

The Respondent, a California corporation with an office and place of business in Hayward, California, is engaged in the sale and distribution of cable television services. During the 12-month period preceding issuance of the complaint, a representative period, the Respondent, in the course and conduct of its operations, derived gross revenues in excess of \$100,000 and transmitted programming originating outside the State of California and advertisements for nationally distributed products.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Union is a

labor organization within the meaning of Section 2(5) of the Act.

II ALLEGED UNFAIR LABOR PRACTICES

A *Facts*¹

Bill Blight was employed by the Respondent from July 1982 to September 29, 1987. During this time, the Respondent and the Union negotiated two successive 3-year collective-bargaining agreements, and the Union survived one deauthorization and two decertification petitions. These included an employee petition filed in 1981 following a strike in which the Respondent had hired permanent replacements, and an employer petition filed by the Respondent in 1987, which was later withdrawn in settlement of unfair labor practice charges. Before the settlement, the Respondent sent its employees letters urging them to reject the Union. The Union brought the employer petition to the attention of the city councils and mayors of two cities in California to which the Respondent had applied to renew its franchise. Shortly thereafter, the Respondent's western division vice president, David Leonard, held a meeting with employees at which he announced that

Yesterday, your union representatives went to the mayors and certain city council members of Hayward and San Leandro and asked them not to renew our franchises. Without these franchises, there will be no cable system. Without the cable system, there aren't any jobs. Because of this development, our company now has to carefully review all of its options.

After Leonard's meeting, employee Blight attended a Hayward, California city council meeting in his capacity as union-shop steward. At the meeting, Blight thanked the mayor for persuading management to respect the employees' right to representation and announced that management had told him and other employees that the Union had asked the mayor not to extend the city's franchise agreement with United Cable. Blight continued

At this point we don't know what to believe. Many of us feel that we would like the contract between United Cable and its Union members signed before the City most of us reside in as a long term contract with

¹ The parties have stipulated to the authenticity of the transcript and exhibits at the arbitration hearing held April 5, 1988. The parties further stipulated that all witnesses would testify before the Board as they had at the arbitration hearing. The following recitation of facts is based on the parties' stipulation of fact, supplemented by uncontroverted evidence from the arbitration hearing.

United Cable We don't want to jeopardize our jobs or United Cable's future in this area What we want is to secure them with fair contracts We want to avoid a strike and consider the franchise negotiations one of the best powerful aversions [sic] to a strike in that it is an encouragement to United Cable to negotiate in good faith with United Cable employees and to do so as quickly as possible

Several weeks later, Blight received a letter from Respondent District Manager Mario Dieckmann, a stipulated supervisor In the letter, Dieckmann noted Blight's remarks before the Hayward city council and Blight's attendance at a meeting of the San Leandro city council where, Dieckmann observed, "your union spoke in opposition to United's franchise renewal application" Dieckmann's letter further advised Blight that, while the Respondent respects Blight's right to speak at city council meetings, it also recognizes that, because he is an employee, his words "carry more weight" than statements by the nonemployee public Dieckmann reminded Blight that "[u]nder well-established legal principles and your union contract," Blight could be discharged for "willful or deliberate misconduct that results in measurable economic loss to the Company" and warned him

You must not misrepresent or defame the Company, or interfere with the Company's conduct of its business If you do anything like this, United Cable Television will take it very seriously It will pursue all appropriate legal and/or contractually privileged actions against you

Negotiations for a new collective-bargaining agreement began in the spring of 1987, after the Respondent withdrew its election petition and the parties agreed to "bury the hatchet" During negotiations, the Respondent successfully advanced economic arguments to resist a proposal by the Union to offer employees full-day rather than half-day holidays About June 5, 1987, the parties entered into a contract for the term April 1, 1987, to March 31, 1990

On September 17, 1987, Respondent President Fred Vierra held a meeting with employees at which he solicited questions from the audience Blight asked the following questions at the meeting

Mr Vierra, We're always hearing about all the systems United Cable is buying or building around the country And we're happy for United Cable's success, but on a personal note most of us feel that the time for sharing this economic success with all the employees is

overdue We don't have to read Fortune Magazine to verify United Cable's record earnings and growth, yet we're not making a wage we can live on in this area There are smaller, less successful cable companies in this area that are paying their starting employees more than I am getting paid after five years of working hard to get where I am today When, if ever, is United Cable going to see its way clear towards paying its faithful employees (the same employees that helped put United Cable in the top ten of all cable companies in the country) as good as other cable companies are paying theirs?

We're not asking for outrageous salaries, we're asking for salaries that reflect the kind of work we do and the success of the company we work for In your annual report, you mention your dedication toward stock holders, which is fine But you must also be dedicated to appreciating the front line individuals that help put this company where it is today We all feel positive that United Cable is doing great and, as a matter of fact, won't go broke sharing its record revenues with us

So, Mr Vierra, have I made a mistake in expecting United Cable to be a good place to work, where I can make a decent living?

The same day, a group of the Respondent's employees gave Blight a letter with nine signatures leveling the following criticism at the views Blight expressed at the employee meeting

Dear Bill

At the last All Employees Meeting, when the President of United came, you stated that the employees were not satisfied with their salaries and wanted more We feel that you were very rude and uncouth

We do not appreciate you saying "the employees" If you would like to express your opinions, along with opinions from the employees, maybe you should get their names so that we aren't included in your uncouth manners

If you feel you are treated unjustly—see the Union Some of us are satisfied

Thank you
(signatures)

FOR YOUR INFORMATION, THIS IS NOT MANAGEMENT'S IDEA

On September 24, 1987, Blight responded to his coworkers with the following letter, which he posted on the union bulletin board

To United Cable Employees

Isn't it great, Mr Vierra can come out here and tell us just how much money United Cable is making? He tells us we just loaned millions to Ted Turner, were checking out Europe and were checking out Australia—we are putting money here and we are putting money there Yes, I have been worried lately about Ted Turner being able to pay his bills Why don't they start putting more money in the employees [sic] pockets? Mr Vierra stated in the meeting that he didn't even know what we were getting paid out here How can you let Dave Leonard get up in front of you and say anything? Why didn't anyone say aren't you the same man who got up in front of all of us the first part of this year making statements such as, "United Cable is thinking about selling this system—this might be the end of Cable in this area forever and the Union called the Mayor and told him not to sign the franchise"—NONE OF WHICH WAS TRUE

And to the employees who wrote me a letter after the meeting calling me rude and uncouth

It was obviously more difficult for me than for you, to sit there and listen to Mr Vierra brag about United Cables [sic] great wealth, for these reasons

Recently a few committee members and I participated in our contract negotiations, the company told us they could not afford to pay employee medical costs anymore, they could not afford to pay us what Gill Cable is paying their employees I guess your [sic] not out there climbing 10 to 15 telephone poles a day, hanging 30 feet off the ground or crawling underneath houses Why don't [sic] you cruise around with an installer for a week and ask him how satisfied he is with his pay? And how can you forget so soon Mario and his petition to the NLRB? The same petition which many of you signed under false pretenses? What about the results of this same petition? Results that brought to light company tactics of interrogating employees about their own or fellow employees [sic] union activities This was against the law and they were STOPPED thanks to other employees and myself

So where do you get off telling me to see the union? I am the union and I am one of the persons who sat at the bargaining table a few months back, speaking up for all of us so you could have the pay your [sic] so happy with

AS FOR A LIST OF NAMES, I NOTICE TEN SIGNATURES ON YOUR LETTER,

NONE OF WHICH INCLUDED ANY LINE TECHS, TECHNICIANS, INSTALLERS, ETC I RECEIVED 3 TIMES AS MANY PHONE CALLS AND STATEMENTS THANKING ME FOR MY STATEMENT THAN YOU HAVE SIGNATURES ON YOUR LETTER

Bill Blight

Shop Steward—Local 856

On September 29, 1987, the Respondent discharged Blight In the Respondent's discharge letter to Blight, District Manager Dieckmann stated that "[t]his communication [i.e., Blight's September 24 letter], all by itself, justifies (indeed, compels) your discharge" Dieckmann registered the following objections to Blight's letter

You implore employees not to allow [Vice President Leonard] to say anything to them! You misrepresent [the vice president's] earlier statements to employees and you criticize employees because they did not *challenge* [the vice president] and *accuse* him of making statements, "none of which was true" In short, you incite employees to turn their backs on a Company Vice President, to refuse to listen to him, to refuse to meet with him, because, you say, he is a *liar* Also, you blatantly misrepresent critical facts about the recent union contract negotiations You paint a quite inaccurate, and damaging, picture of the Company as one that "cannot afford" more wages and benefits You paint United Cable as a company that either lied to its employees during the contract negotiations or as a company in financial distress Neither picture is true United Cable never took a "could not afford" position about any subject in the negotiations, and your statements to the contrary are false

Your September 24 letter misrepresents and defames the Company, it outrageously interferes with the Company's quite legitimate desire to maintain respect in the work place, and to maintain an orderly, responsible working relationship between management and employees for the mutual benefit of all concerned

Under the terms of the union contract, your conduct can be, and is, labeled insubordination It also can be, and is, characterized as offenses like insolence, abuse of management, defamation and/or business disparagement

Finally, the discharge letter accused Blight of undermining the Respondent's renewed "relationship

of acceptance and mutual respect" with the Union, with which it had "made peace" and agreed to "bury the hatchet"

In our opinion, your statements to Mr Vierra were counterproductive. You do not help the Company-Teamsters' relationship by encouraging the Company's President to bargain directly with you and your fellow employees, in the very face of an existing collective bargaining agreement.

Blight filed a timely grievance over the discharge under the appropriate provisions of the 1987-1990 collective-bargaining agreement. On October 5, 1987, the Union filed an unfair labor practice charge. On October 28, 1987, the Regional Director for Region 32 deferred the charge to the contractual grievance procedure in accordance with *Collyer Insulated Wire*, 192 NLRB 837 (1971).

B *The Arbitrator's Opinion and Award*

The arbitrator conducted a hearing on April 5, 1988, and issued his opinion and award November 9, 1988. Before the arbitrator, the Respondent contended in essence that Blight's September 24, 1987 letter to employees "constituted gross insubordination" warranting discharge under the "just cause" provisions of the collective-bargaining agreement. The Respondent argued that the letter was neither concerted nor protected by the Act, and that, even if concerted, Blight's manner of expression was so outrageous as to remove it from the Act's protection. The Union's position was that Blight was discharged for protected concerted activity—communication to other employees intended to induce group action on an issue of mutual concern—and that the Respondent failed to establish that the discharge would have taken place in the absence of Blight's protected conduct. Nor, the Union maintained, did Blight disrupt the workplace by his written communication to employees so as to exceed the bounds of protected activity.

The arbitrator agreed with the Union that Blight was engaged in concerted activity when he posted the September 24 letter. In evaluating whether Blight's actions were protected, however, the arbitrator found that Blight's motivation rendered his actions only "partially protected" by the Act. According to the arbitrator, the protected status of Blight's activity must be determined with reference to the "climate of discord followed by the mutual desire of the parties for detente" that preceded the discharge and by whether Blight's motivation was to foster or disturb that climate of "detente."

That the Grievant was motivated to prevent the Company and the Union from "burying

the hatchet" is the major and unmistakable fact that stands out from the grievant's conduct. It is clear by posting the letter, he was trying to stir things up so as to make it possible to renege on the deal which the parties had already approved, and again, a deal to which he himself had also been a party. By putting the letter on the Union bulletin board, he incorrectly gave employees the impression that the Union was reneging on the detente to which the parties had agreed they had at last put in place. Surely, because he was a shop steward and not just an employee, he should not have thus misrepresented the Union's position. It was not the Union as such which placed the letter on the bulletin board criticizing the vice-president's credibility. The Union was not even informed by the Grievant that he was writing that letter, let alone that he intended to use the Union's bulletin board to denigrate the vice-president's integrity in such an outspoken and challenging manner.

The arbitrator also found Blight's letter to employees to be disloyal conduct. In support of this finding the arbitrator found relevant the facts that (1) the letter to employees was in writing and not merely expressed orally, (2) the act of posting the letter was "outside the relationship of the Union and the Company and contrary to it", (3) Blight, as a former member of the union negotiating team, gave employees an "insider's view" that the Company had lied to its employees during contract negotiations and thereby intended "real harm" to his employer, (4) the language and tone of the letter were "at the minimum disruptive and at the most inflammatory", (5) in the "relatively closed-society" of industry, an employee's rights to free speech are circumscribed to some extent in the employment relationship, and (6) the shop steward is not entitled to operate "counter-clockwise to his Union," and, without the approval of his Union, cannot go off on a "frolic of his own."

Based on these observations, the arbitrator concluded as follows:

(1) the Grievant falls outside the zone of fully protected concerted activity because a good part of his motivation was to abort the rapprochement reached between the Company and the Union and because he demonstrated a pattern of unacceptable behavior, (2) though the Grievant did not have an absolute right to speak out in the way that he did at the time he did or for the reasons that he did, given the expressed desire for detente by both parties and the goal of "burying the hatchet" [foot-

note omitted] nonetheless the right to speak freely partially protected him in that discharge became an improper penalty, (3) it is therefore the Arbitrator's decision that the Grievant is to be reinstated but without back pay The Grievant is admonished not to go outside the process of collective bargaining to pursue his own goals whatever they may be

The arbitrator awarded Blight reinstatement without backpay

C The Unfair Labor Practice Complaint and Stipulation

The Regional Director did not defer to the arbitrator's award and, on December 22, 1988, issued complaint alleging that the Respondent discharged Blight for his protected concerted activities in violation of Section 8(a)(1) and (3) of the Act In its answer to the complaint, the Respondent denied the commission of unfair labor practices and averred as an affirmative defense that the Board should defer to the opinion and award of the arbitrator

In March 1989, the Respondent, the Charging Party, and the General Counsel entered into a stipulation in which they agreed that the proceeding could be submitted directly to the Board for decision

III CONTENTIONS OF THE PARTIES

It is not disputed that the proceedings before the arbitrator were fair and regular and that all parties agreed to be bound by the decision of the arbitrator There is also no contention that the arbitrator did not consider both contractual and unfair labor practice issues

Relying on *Spielberg Mfg Co*, 112 NLRB 1080 (1955), and *Olin Corp*, 268 NLRB 573 (1984), the General Counsel argues that the arbitrator's opinion and award are repugnant to the purposes and policies of the Act and therefore that the Board should not defer to the award Specifically, the General Counsel contends that, contrary to the arbitrator, Blight was discharged for conduct that was fully protected by Section 7 of the Act Further, the General Counsel argues that there is no Board precedent supporting the arbitrator's findings that Blight acted in a manner inconsistent with his Union's wishes and that his letter was inflammatory and disruptive Nor, argues the General Counsel, was Blight's letter so defamatory, false, or disparaging as to lose its protection under the Act Because Blight's conduct was improperly labeled "partially" protected by the arbitrator as a predicate for denying him backpay, the General Counsel

submits, the award is "palpably wrong," and not entitled to deferral under *Olin Corp*, supra

The Respondent argues that the Board should defer to the arbitrator's award because *Olin Corp* does not require that it be totally consistent with Board precedent The Respondent notes that the arbitrator found that Blight was motivated by a desire to scuttle the agreement to "bury the hatchet" between the Respondent and the Union and thereby discouraged the practice of collective bargaining The Respondent argues therefore that a decision by the Board declining to defer to the award would itself disserve the principles of collective bargaining Finally, the Respondent contends, substitution of the Board's findings of fact and conclusions for those of the arbitrator would contravene the principles of *Olin*

IV DISCUSSION

We agree with the General Counsel that the arbitration award is clearly repugnant to the purposes and policies of the Act and that deferral to the award is therefore not warranted Under *Olin*, an arbitrator's award will be found repugnant to the Act if it is palpably wrong, i e., not susceptible to an interpretation consistent with the Act² The issue here is whether the arbitrator's decision finding that Blight's letter was "partially protected" under Section 7 but denying backpay is susceptible to an interpretation consistent with the Act³

First, we find merit in the General Counsel's contention that the concept of "partial protection" advanced by the arbitrator in support of his award, is not recognized under the Act Either Blight's conduct is protected by the Act or it is not The arbitrator found that conduct which the parties agree was the sole basis for Blight's discharge, i e., the posting of his September 24 letter to employees, is protected concerted activity The denial of backpay can be reconciled with this finding only if something Blight did results in forfeiture of his protected status

We find no support in the arbitrator's opinion and award or in the record before us for a finding that Blight's letter was removed from the Act's protection For Blight to forfeit his Section 7 protection, the tone and content of Blight's letter, which allegedly disparaged his employer, must be so "flagrant, violent, or extreme" as to render Blight unfit for further service See *Dreis & Krump Mfg*, 221 NLRB 309, 315 (1975), enfd 544 F 2d 320 (7th Cir 1976), *S-B Mfg Co*, 270 NLRB 485 (1984) The arbitrator did not so find And, while

² 268 NLRB at 574

³ See also *Cone Mills Corp*, 298 NLRB 661, 665 (1990)

the letter is hardly an example of an entirely temperate communication, we do not find it is so flagrant or extreme as to remove Blight's conduct from the Act's protections. The Board has cautioned that "great care must be taken to distinguish between disparagement and what may be the airing of highly sensitive issues." *Allied Aviation Service Co.*, 248 NLRB 229 (1980), enfd mem 636 F.2d 1210 (3d Cir 1980). Indeed, because Blight's letter was addressed to other employees and posted on the union bulletin board, it was a form of intraunion communication, and, therefore, it is not even classifiable among those cases of third-party-directed disparagement of an employer's product, business, or reputation, condemned as "disloyalty" by the Supreme Court in *NLRB v. Electrical Workers IBEW Local 1229 (Jefferson Broadcasting)*, 346 U.S. 464 (1953).⁴

In finding that Blight's activities were not fully protected under the Act, the arbitrator relied on *Emporium Capwell Co. v. Western Addition Community Organization*, 420 U.S. 50 (1975). That reliance is misplaced. In that case, employees were discharged after picketing and handbilling their employer to protest allegedly racially discriminatory employment practices and after they sought to bargain directly with their employer about these practices. The Supreme Court found that the employees' activity was unprotected. The Court relied on the principle of exclusivity, embodied in Section 9(a) of the Act, which requires that represented employees not bypass their collective-bargaining agent in airing grievances.

In contrast to the protest in *Emporium Capwell*, Blight addressed his letter and its message not to his employer, but to fellow employees, and neither the content of the letter nor record evidence concerning its preparation and posting supports the arbitrator's finding that it was "intended to block the parties' desire for detente." Even assuming Blight's letter-posting worked against his bargaining representative's prior pledge to "bury the hatchet" with his employer, we note that the Board has recognized that dissident activity "which is in support of, and does not seek to usurp or replace the certified bargaining representative" is protected if it is "more nearly in support of the things which the union is trying to accomplish." *Energy Coal Partnership*, 269 NLRB 770 (1984). See also *Dreis & Krump Mfg.*, supra at 316. Blight's letter advocated higher wages. Respondent has not shown that this position was contrary to Local 856's goals. So far as the record shows, the Union neither criticized nor disavowed Blight's letter, and it pursued a

grievance to arbitration on his behalf when he was discharged for posting it.

Thus, we find nothing in the arbitrator's opinion and award that provides any basis for the Respondent's discharging Blight, apart from his activity protected by Section 7, or that would warrant the forfeiture of his Section 7 protection or justify withholding his backpay. Accordingly, the award is clearly repugnant to the Act, and we shall not defer to it.⁵

Based on our independent review of the record, we find that Blight was engaged in protected concerted union activity on September 24, 1987, when he posted a letter on the union bulletin board at the Respondent's facility responding to employee criticism of his questions to the Respondent's president, and discussing work-related matters of mutual concern to all bargaining unit employees. See *Roadway Express*, 279 NLRB 302 (1986). As the parties have stipulated that the September 24 letter was the sole basis for the Respondent's decision to discharge Blight, and as we have found that posting the letter was protected union activity, it follows that his discharge violated Section 8(a)(1) and (3) of the Act.

CONCLUSION OF LAW

By discharging Bill Blight for his protected concerted activities, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action necessary to effectuate the policies of the Act. Having found that the Respondent unlawfully discharged Bill Blight, we shall order it to offer Blight immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed,⁶ and make him whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus in-

⁵ We do not suggest that the deferral is foreclosed in all situations where an arbitration award provides less than a make-whole remedy. See *Cone Mills Corp.*, supra, 667 fn. 19.

⁶ The parties stipulated that the Respondent's attorney and the discriminatee "had a discussion on or about November 11, 1988 about reinstatement" and that on behalf of Blight the Union orally refused the offer about November 16, 1988. Our Order of reinstatement is without prejudice to the Respondent's opportunity in compliance to demonstrate that it has already made a valid offer of reinstatement.

⁴ See generally *Sacramento Union*, 291 NLRB 540, sec. III.A.1 (1988), and cases cited therein, enfd 889 F.2d 210 (9th Cir. 1989).

terest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, United Cable Television Corporation, Hayward, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging or otherwise discriminating against employees in regard to hire or tenure of employment, or any term or condition of employment, because of their engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(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. Take the following affirmative action necessary to effectuate the purposes of the Act.

(a) Offer Bill Blight immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed, and make him whole for any loss of earnings or other benefits suffered as a result of the discrimination against him, in the manner set forth in the remedy section of the decision.

(b) Remove from its files any reference to the unlawful discharge of Bill Blight, and notify him in writing that this has been done and that the discharge will not be used against him in any way.

(c) Preserve and, on 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) Post at its facility in Hayward, California, copies of the attached notice marked "Appendix."⁷ Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive

days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

APPENDIX

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

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

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT discharge or otherwise discriminate against you in regard to hire or tenure of employment, or any term or condition of employment, because of your concerted activities for purposes of collective bargaining or other mutual aid or protection.

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

WE WILL offer Bill Blight immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed and WE WILL make him whole for any loss of earnings and other benefits resulting from his discharge, less any net interim earnings, plus interest.

WE WILL remove from our personnel records any references to Bill Blight's unlawful discharge, and WE WILL notify him in writing that that action will not be used by us against him in the future.

UNITED CABLE TELEVISION CORPORATION

⁷ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."