

Riley International Corporation and Thomas H. Wagner. Case 21-CA-29277

August 18, 1994

DECISION AND ORDER

BY MEMBERS STEPHENS, DEVANEY, AND COHEN

On February 2, 1994, Administrative Law Judge George Christensen issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs,¹ and has decided to affirm the judge's rulings, findings,² and conclusions³ and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Riley International Corporation, Carlsbad, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ The Respondent has moved to reopen the record to introduce additional evidence on the ground that it was not represented by legal counsel at the hearing in this case because of insufficient funds to pay for an attorney. We deny the motion as the Respondent has not shown that the evidence it seeks to offer was newly discovered or previously unavailable, or that extraordinary circumstances exist due to the absence of counsel that would justify reopening the hearing.

² The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

³ In adopting the judge's finding that the Respondent unlawfully discharged employee Thomas Wagner, we note that, as Wagner credibly testified, the Respondent told him that one of the reasons for his discharge was that he urged employees to join together and bring their complaints about wages and working conditions to management. The judge found that this protected activity "played a prominent role in Wagner's discharge." For this reason, the General Counsel has established a strong prima facie case of a violation in Wagner's discharge. We find that, on this record, the Respondent has failed to show that it would have discharged Wagner in the absence of his protected concerted activities. Indeed, the judge found little or no evidentiary support for the various other reasons that the Respondent urged as grounds for Wagner's discharge. Thus, we agree with the judge that the Respondent has not met its burden under *Wright Line*, 251 NLRB 1083 (1980), to rebut the General Counsel's prima facie case of a violation.

Brian Sweeney, for the General Counsel.
Jack M. Riley, of Carlsbad, California, for the Respondent.

DECISION

STATEMENT OF THE CASE

GEORGE CHRISTENSEN, Administrative Law Judge. On October 5, 1993, I conducted a hearing at San Diego, California, to try issues raised by a complaint issued by Region 21 on April 30, 1993, based on a charge filed by Thomas H. Wagner on March 22, 1993.

The complaint alleged and Riley International Corporation (Respondent) denied the Respondent violated Section 8(a)(1) of the National Labor Relations Act (Act) by discharging Wagner for complaining to the Respondent concerning wages and working conditions of the Respondent's employees, the need for a meeting between the Respondent and the employees to resolve those complaints, and for discussing that need for those purposes with other employees and attempting to enlist their support in seeking a meeting with management to discuss and attempt to resolve their mutual complaints.

The issues created by the foregoing are whether Wagner engaged in the activities just set forth; if so, whether he was discharged for engaging in those activities; and if so, whether the Respondent thereby violated the Act.

The General Counsel appeared by counsel and the Respondent appeared by its president, Jack M. Riley. Both were afforded full opportunity to adduce evidence, examine and cross-examine witnesses, argue, and file briefs. Both filed briefs.

Based on my review of the entire record, observation of the witnesses, perusal of the briefs, and research, I enter the following

FINDINGS OF FACT¹

I. JURISDICTION

The complaint alleged, the answer thereto admitted, and I find at all pertinent times the Respondent was an employer engaged in commerce in a business affecting commerce within the meaning of Section 2 of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Facts*

At all pertinent times the Respondent was engaged in the business of modifying aircraft at the Palomar airport in Carlsbad, California, employing a staff of aircraft mechanics.

At pertinent times Jack M. Riley was the Respondent's president, Daniel M. Erickson was the Respondent's vice president and successively the Respondent's director of maintenance and director of research and planning, George Puthoff was the Respondent's director of maintenance (suc-

¹ While every apparent or nonapparent conflict in the evidence has not been specifically resolved below, my findings are based on my examination of the entire record, my observation of the witnesses' demeanor while testifying, and my evaluation of the reliability of their testimony; therefore any testimony in the record which is inconsistent with my findings is discredited.

ceeding Erickson) and successively the Respondent's parts manager, Robert C. Harrell was the director of maintenance (succeeding Puthoff), and at pertinent times Riley, Erickson, Puthoff, and Harrell were supervisors and agents of the Respondent acting on its behalf within the meaning of Section 2 of the Act.

The Respondent hired Wagner as an aircraft mechanic in November 1990. He remained in that position until his discharge on February 19, 1993.

Erickson was the Respondent's director of maintenance until the summer of 1992, when he became the Respondent's research and development director (retaining his vice presidency), and Puthoff succeeded Erickson as the Respondent's director of maintenance.

The succession was communicated to the aircraft mechanics by Puthoff in the summer of 1992 at a meeting attended by Erickson, Puthoff, and the mechanics.

During the fall and winter of 1992, and continuing into early 1993, during both working and nonworking hours, Wagner and other mechanics engaged in frequent conversations wherein they discussed their dissatisfaction with current pay scales and working conditions.²

During his discussions with other mechanics concerning their mutual complaints, Wagner consistently advocated the mechanics join together in seeking a meeting with management to discuss and resolve their complaints.

In January 1993, Puthoff conducted a meeting with the mechanics, in the presence of Erickson and Harrell. He stated Harrell was going to succeed him as director of maintenance and he was becoming parts manager. He went on to state the mechanics were to strictly adhere to the work schedule in the future, i.e., to report for work at the designated starting time, not to leave the premises during working hours, and not to cease work until the designated end of the shift.³

Wagner asked Puthoff if there were going to be any job evaluations and pay raises. Puthoff replied this wasn't the proper time to discuss the subject. Another mechanic stated the Respondent ought to establish a seniority system with systematic pay raises. Puthoff repeated his observation this wasn't the proper time for a discussion of that subject. Wagner asked when was there going to be an appropriate time. Puthoff replied he didn't know, it wasn't anything he could do anything about, it was unlikely there would be any pay raises for quite a while⁴ and it wasn't the proper time to discuss the subject.

Following that meeting, Wagner and other mechanics continued discussing their mutual complaints over their wages and working conditions during both their working and nonworking hours and Wagner continued advocating the me-

chanics join together in seeking a meeting with Respondent's management to discuss and resolve their complaints.

On January 29, 1993, Wagner contacted Puthoff, stating the mechanics were dissatisfied over his failure to address their complaints. Puthoff replied only Jack Riley could remedy the complaints. Wagner stated perhaps Riley would resolve the complaints if he met with the mechanics and discussed their complaints with them. Puthoff said he talked to Riley, Riley was not going to make any changes, and asked Wagner if he was seeking strike action. Wagner denied that was his intention. Puthoff said he would talk to Erickson and get back to Wagner.

Later the same day Puthoff contacted Wagner, said he talked to Erickson and Erickson said it wasn't a good time to seek strike action. Wagner replied Puthoff misunderstood him, he wasn't seeking strike action, he was seeking a meeting between management and the employees to discuss and resolve their complaints. Puthoff replied this wasn't the time for that, Riley would fire Wagner if he knew that was what Wagner was seeking and he would lose his job if he supported Wagner.

Upset over the discussion, Wagner left work prior to the end of the workshift.

Wagner worked the following day (a Saturday). There was no mention by management of his leaving work the preceding day prior to the end of his workshift.

When Wagner came to work the following Monday (February 1, 1993), Harrell told Wagner that Puthoff wanted to talk to him. Wagner went to Puthoff's office and Puthoff upbraided him for leaving work early the preceding Friday after he told Wagner not to promote strike action. Wagner responded he was not advocating strike action, what he sought was a meeting between management and the mechanics to discuss and resolve their complaints. Puthoff apologized for misunderstanding Wagner, he was distraught over disagreements he was having with Riley, which is why he left the director of maintenance position. Wagner then apologized for leaving work early, stating he was distraught over his inability to secure a meeting between the mechanics and management to discuss and resolve their complaints. The two parted on amicable terms.

Later the same day Harrell engaged Wagner in conversation, reciting his long history of employment in the aircraft industry. In the course of the conversation, Wagner stated Riley did not seem to appreciate the volume and quality of the work the mechanics were performing. Harrell agreed. Wagner stated he only wanted to secure a meeting to discuss and resolve the mechanics' complaints. Harrell replied it was Riley's company, he could do as he pleased. Wagner stated the employees wanted a wage increase and improved working conditions and he wanted to secure a meeting between management and the mechanics to discuss and resolve the employees' concerns. Harrell replied it sounded like Wagner was promoting a union. Wagner said he didn't like unions, what he wanted was an opportunity for the mechanics to meet with management to discuss improving their wages and working conditions and if that was acting like a union, so be it. Harrell replied Wagner should concern himself with doing his job and not concern himself with other matters, it was Riley's company, he could do as he wished, and Wagner should stop promoting group action.

²Both the employees and their supervisors freely engaged in discussions, during working hours, of subjects both related to and unrelated to their work. No restrictions were ever placed on their engagement in those discussions.

³The mechanics starting time was 8 a.m. and the workshift ended at 4:30 p.m., with an unpaid lunch period midway during the shift. Up to the time of the meeting, management did not require strict adherence to the work schedule, and a number of mechanics had been late in reporting to work, had been leaving the premises during working hours, and had been ceasing work and leaving the premises prior to the end of the shift.

⁴Though no raises had been granted for over 2 years.

Following that conversation, Wagner continued to advocate group action to resolve the mechanics' complaints, in discussions among his fellow mechanics.

On February 19, 1993, after the lunchbreak, Harrell handed Wagner his paycheck plus an envelope. Harrell stated the envelope contained Wagner's final paycheck, Wagner was discharged. Wagner asked why he was discharged. Harrell replied Wagner was too slow, his production, and his attitude was poor. Wagner protested Harrell never warned him about his productivity and suggested his timesheets be reviewed. Harrell replied he did not review Wagner's timesheets but in his opinion Wagner was too slow. Wagner noted he just completed a job another mechanic was unable to perform, he completed the job on time and Harrell complimented him for his work on that job. Harrell responded he couldn't recite any specific deficiencies in Wagner's job performance, but Wagner knew why he was being fired. Harrell then referred to the fact Wagner left work early on January 29, 1993, though saying that was not the reason Wagner was fired. Harrell also reminded Wagner he displayed anger when Harrell ordered him to stay beyond the end of his workshift to complete a job because the other mechanics did not want to work late. Wagner asked if it wasn't true he did stay and complete the job in question. Harrell acknowledged that was true. Wagner asked if other mechanics displayed anger and were discharged. Harrell replied in the negative.⁵

Harrell then referred to Wagner's statements to him to the effect the mechanics were dissatisfied with their wages and conditions and stated Jack Riley understood Wagner was agitating the mechanics to take strike action. Wagner responded he was not advocating strike action, he was seeking a meeting with management to resolve the mechanics' complaints. Harrell closed the conversation with the statement it didn't matter whether Wagner was advocating strike action or a meeting, Riley found out what he was doing, he did not like it, he and Riley had been in business a long time, and Wagner couldn't fool either of them.

Wagner contacted Erickson and asked Erickson if he could give Wagner the specific reasons for his discharge, he really didn't know what they were. Erickson asked if Wagner received a document reciting the reasons for his discharge. Wagner said no⁶ and asked what the reason or reasons were. Erickson said he didn't know and suggested Wagner return to the facility the following Monday.

Wagner returned the following Monday, contacted Erickson, and asked if he still had a job. Erickson said he tried to help, but Riley reprimanded him for attempting to interfere and it was out of his hands.

On February 23, 1993, Wagner telephoned Erickson and asked if Erickson knew why he had been fired. Erickson replied he talked to Harrell and to Riley; Wagner was fired for poor productivity and agitating employees to strike. Wagner said that wasn't true, he was productive and never received a complaint over his work. Erickson agreed Wagner was a good worker, but there still was the matter of his promoting strike action. Wagner said that wasn't true, he was seeking a meeting. Erickson responded Riley believed Wagner was

⁵ Mechanic John Brower displayed anger on an occasion an investor in the Respondent was present but was not disciplined or warned.

⁶ A discharge notice furnished to Wagner and signed by Jack Riley simply stated Wagner was discharged.

promoting strike action and that was why he was fired. Erickson reminded Wagner he told Wagner he tried to interfere and was told to stay out of it and went on to say Harrell was willing to change Wagner's status from discharge to lay-off so he could collect unemployment compensation. Wagner said that wasn't what he wanted. Erickson asked if Wagner had gone to the labor board. Wagner replied he had not. Erickson asked what Wagner planned to do. Wagner replied he was thinking of hiring an attorney.

Wagner was never reprimanded or criticized for the quantity or quality of the work he performed during his entire employment by the Respondent. Wagner was a productive employee throughout his employment.⁷

Wagner subsequently retained counsel, who wrote the Respondent requesting a meeting to discuss Wagner's reinstatement. On March 12, 1993, Jack Riley responded with a letter stating:

Six or eight months ago, he [Wagner] began to slow down. His attitude toward his work soured. He became insubordinate and refused to take instructions. He quit twice, once in extreme anger. He constantly walked the shop distracting other employees. He attempted to agitate the employees to strike.

We have experienced a slow-down in our business as have others over the last year and could not tolerate Mr. Wagner's lack of productivity and agitation.

On March 23, 1993, Jack Riley addressed a letter to Region 21 in which he essentially repeated the statements quoted above as the grounds for Wagner's discharge.

On March 30, 1993, Harrell submitted a document to state authorities opposing Wagner's receipt of unemployment compensation on the ground Wagner was discharged for cause, i.e., (1) for poor work production; (2) not following work directives and instructions; (3) coming to work and leaving work on HIS schedule (after being told in group meetings and personal communication what the work hours were); (4) continually talking with other employees during worktime and slowing their work output too; (5) poor work attitude (working on aircraft while angry) had frequently used severe profanity in anger while loudly complaining about the company and owner; (6) employee had quit twice in anger, once while in the midst of a major aircraft job.

Shortly after Wagner was discharged, the Respondent hired two aircraft mechanics, maintaining payroll levels at or above the level which existed at the time Wagner was discharged.

B. Analysis and Conclusions

1. Wagner's activities

I have entered findings (based on the testimony of Wagner and two other mechanics) over a time period beginning in the fall of 1992 and extending to the time Wagner was discharged (in February 1993), the mechanics voiced dissatisfaction over their wages and working conditions and Wagner, in the course of discussions of those subjects with other mechanics, continually urged other mechanics to jointly seek a meeting between management and the mechanics to

⁷ The testimony of Wagner and two fellow mechanics to that effect was undisputed and is credited.

discuss their complaints and secure their satisfactory resolution.

I have also entered findings in January 1993 that Wagner asked Puthoff if there were going to be any job evaluations and pay raises and received an evasive response on whether and when those subjects could be discussed with management; later the same month, Wagner renewed his request in a meeting with Puthoff and was informed Jack Riley was not going to respond to the employee complaints, both he and Wagner could lose their jobs if Wagner continued to press for changes in wages and working conditions and accused Wagner of promoting strike action to secure improvements; on February 1, 1993, Harrell accused Wagner of seeking and supporting group action by the mechanics to resolve their complaints and warned him to cease from such activity; on February 19, 1993, Harrell cited Wagner's seeking and supporting group action by the mechanics to resolve their complaints as ground for his discharge; and subsequent to Wagner's discharge, Jack Riley's letters to Wagner's attorney and the Region cited Wagner's "agitation" of his fellow mechanics as a ground for his discharge.

2. The reason or reasons for Wagner's discharge

When Harrell notified Wagner he was discharged on February 19, 1993, Harrell initially cited poor productivity and a poor work attitude as the reasons therefor. In the ensuing discussion, however, Harrell conceded he could not cite any specific deficiencies in Wagner's work performance, conceded Wagner completed the work he was ordered to perform on overtime, conceded other mechanics were not disciplined for displaying anger at a work assignment, and finally noted Wagner's recitation of the mechanics' dissatisfaction over their wages and conditions and his alleged agitation of the mechanics to join together in seeking and securing a meeting with management to discuss and resolve those complaints as ground for his discharge.

Erickson subsequently conceded Wagner was a productive employee and told Wagner that Jack Riley directed his discharge because Riley believed Wagner was promoting strike action.

Subsequently Jack Riley, in letters addressed to Wagner's attorney and the Region, claimed Wagner was insubordinate, refused to take instructions, quit twice in extreme anger, distracted other employees, and stated Wagner was fired because business had slowed down and the Respondent could not tolerate Wagner's alleged lack of productivity and "agitation" of his fellow mechanics (echoing Harrell's February 19, 1993 statements).

Still later, Harrell supplied a written statement to state authorities stating Wagner was discharged for cause, citing alleged poor production, failing to follow work directives, arriving at work late and leaving early, distracted other employees from work during working hours, and failed to perform work by conversing with other employees, poor work attitude, and quitting twice in anger.

The Respondent failed to adduce any evidence of record refuting the testimony of Wagner and two fellow mechanics Wagner was a productive employee and recognized by management as a productive employee; failed to produce any evidence Wagner was insubordinate and failed to follow work directives; failed to produce any evidence Wagner refused to take instructions; failed to produce any evidence Wagner quit

twice in anger; failed to produce any evidence Wagner came to work late and left early;⁸ failed to establish either Wagner's productivity or the productivity of any other employee was affected by admitted conversations between Wagner and other employees concerning their complaints; and failed to produce any evidence Wagner constantly walked the shop distracting other employees.⁹

The General Counsel established by evidence of record Wagner was discharged for advocating group action among the mechanics to resolve their complaints over their wages and working conditions and bringing those complaints to management's attention and seeking management agreement to meet with the mechanics to discuss and attempt to resolve those complaints (Harrell's statements to that effect to Wagner at the time Wagner was discharged; Jack Riley's letters corroborated Harrell's statements; and Erickson's statement to that effect subsequent to the discharge).

In 1986, the Board stated:

our definition of concerted activity . . . encompasses those circumstances where individual employees seek to initiate or to induce or to prepare for group action, as well as individual employees bringing truly group complaints to the attention of management.¹⁰

Applying that definition, the Seventh Circuit in 1990 held an employer violated Section 8(a)(1) of the Act by discharging an employee for bringing a group complaint about the timing of employee training sessions to management's attention (*NLRB v. Colders Furniture*, 907 F.2d 3062 (7th Cir. 1990)); in 1987, the Board held an employer violated Section 8(a)(1) by discharging an employee in the mistaken belief the employee was engaging in union activities when the employee complained to other employees and the employer about the employer's lunch policy (*Salisbury Hotel*, 283 NLRB 685 (1987)); the Board held similarly in 1988, where the employer discharged an employee for bringing a group complaint to management's attention (*Hamilton Plastics*, 291 NLRB 529 (1988)); and in 1991 the Board held an employer violated the Act by discharging an employee for bringing common employee complaints to management in an effort to resolve them (*Alpha Resins*, 307 NLRB 1219).

It is abundantly clear under the line of cases just cited Wagner was engaging in concerted activities protected under Section 7 of the Act when he discussed common employee complaints with other employees concerning their wages and working conditions and when he urged they join together in seeking a meeting with management to discuss and resolve those complaints, as well as when he brought those common complaints to management's attention and urged management to schedule a meeting to discuss and resolve them.

⁸The General Counsel, not the Respondent, produced evidence Wagner left work early on one occasion, January 29, 1993, going on, however, to establish Puthoff condoned that action on Wagner's explanation of his reason therefor. Harrell also condoned that action, telling Wagner his leaving work early on January 29, 1993, was not a reason for his discharge.

⁹Wagner's testimony on most occasions his conversations with other mechanics concerning their mutual concerns and his urging group action occurred during and after working hours and during breaks was undisputed, and is credited.

¹⁰*Meyers Industries*, 281 NLRB 882, 887 (1986), aff'd. 885 F.2d 1481 (D.C. Cir. 1987), cert. denied 487 U.S. 1205 (1988).

It is also clear that activity played a prominent role in Wagner's discharge, as displayed by the Jack Riley letters and the Erickson, Puthoff, and Harrell statements made to Wagner regarding the reasons for his discharge recited heretofore.

The only remaining question is whether, applying *Wright Line*¹¹ the Respondent met his burden of establishing Wagner would have been discharged irregardless of his engagement in the concerted activity protected by the Act recited above.

The Respondent failed to meet that burden.

I therefore find and conclude Wagner was discharged for engaging in concerted activities protected under Section 7 of the Act, namely, for discussing common employee complaints over wages and working conditions with other employees, seeking their support for requesting a meeting with management to discuss and resolve those complaints, and bringing those complaints to management's attention accompanied by a request for a meeting between management and the employees to discuss and resolve those complaints.

3. The alleged violation

Under the line of cases cited above, the Board has held, with court approval, the discharge of an employee for engaging in the activities recited above is violative of Section 8(a)(1) of the Act.

I therefore find and conclude the Respondent violated Section 8(a)(1) of the Act by discharging Wagner for engaging in concerted activities protected under Section 7 of the Act.

CONCLUSIONS OF LAW

1. At all pertinent times the Respondent was an employer engaged in commerce in a business affecting commerce within the meaning of Section 2 of the Act.

2. At pertinent times Jack Riley, Daniel Erickson, George Puthoff, and Robert Harrell were supervisors and agents of the Respondent acting on its behalf within the meaning of Section 2 of the Act.

3. The Respondent violated Section 8(a)(1) of the Act by discharging Thomas Wagner for engaging in concerted activities protected by Section 7 of the Act.

4. The aforesaid unfair labor practice affected commerce within the meaning of Section 2 of the Act.

THE REMEDY

Having found the Respondent engaged in an unfair labor practice, I recommend the Respondent be directed to cease and desist therefrom and take affirmative action designed to effectuate the purposes of the Act.

Having found the Respondent unlawfully discharged Thomas Wagner, I recommend the Respondent be directed to reinstate Wagner to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and to make Wagner whole for any loss in earnings and benefits he may have suffered as a result of the discrimination practiced against him, with the pay and interest thereon he is entitled to receive computed in the manner prescribed in *F. W.*

¹¹ *Wright Line*, 251 NLRB 1083 (1980), enf'd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982).

Woolworth Co., 90 NLRB 289 (1950); and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹²

ORDER

The Respondent, Riley International Corporation, Carlsbad, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging employees for engaging in concerted activities protected under Section 7 of the Act, to wit, discussing with other employees common complaints over wages, hours, or working conditions; urging other employees to join together in seeking a meeting with management to resolve those complaints; and bringing those complaints to management's attention coupled with a request for a meeting between management and the employees to discuss and resolve those complaints.

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

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

(a) Offer Thomas Wagner immediate and full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and make him whole for any losses in wages and benefits occasioned by the discrimination practiced against him, in the manner set forth in the remedy section of this decision.

(b) Expunge from its files any reference to the discharge of Thomas Wagner and notify Wagner, in writing, this has been accomplished and 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 facilities in Carlsbad, California, copies of the attached notice marked "Appendix."¹³ Copies of the notice, on forms provided by the Regional Director for Region 21, shall be immediately signed and posted by a authorized representative 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 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.

¹² If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹³ 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."

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 our employees for engaging in concerted activities protected under the Act, namely, for dis-

cussing with other employees complaints over rates of pay, wages, hours, and working conditions; for urging other employees to join together and seek a meeting of employees and management to discuss and resolve such complaints; and for bringing such complaints to management's attention and requesting a meeting of employees and management to discuss and resolve such complaints.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees for exercising their rights guaranteed under Section 7 of the Act.

WE WILL offer Thomas Wagner immediate and full reinstatement to his former position with all rights and seniority restored, and WE WILL make him whole for any losses in wages and benefits he suffered by virtue of our unlawful discrimination against him, with interest on the sum or sums due.

WE WILL remove from our files any reference to his unlawful discharge, advise him in writing this has been done, and that his discharge will not be used against him in any way.

RILEY INTERNATIONAL CORPORATION