Advance Watch Company, Ltd. *and* Floyd V. Wortham, Jr. and Jonathan Hickenbotham. Cases 7-CA-15978(1) and 7-CA-15978(2)

April 7, 1980

DECISION AND ORDER

BY MEMBERS JENKINS, PENELLO, AND TRUESDALE

On November 1, 1979, Administrative Law Judge Hutton S. Brandon issued the attached Decision in this proceeding. Thereafter, Respondent filed limited exceptions and a supporting brief, and the General Counsel filed limited cross-exceptions and a supporting brief.

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

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Advance Watch Company, Ltd., Redford, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] The General Counsel and Respondent have excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

DECISION

STATEMENT OF THE CASE

HUTTON S. BRANDON, Administrative Law Judge: This case was heard at Detroit, Michigan, on July 19, 1979.[1] The charge in Case 7-CA-15978(1) was filed by Floyd V. Wortham, Jr., an individual, herein called Wortham, on January 22, while the charge in Case 7-CA-15978(2) was filed by Jonathan Hickenbotham, also an individual, herein called Hickenbotham, on January 23. The order consolidating cases and the consolidated complaint and notice of hearing in these cases issued on March 5, alleging that Advance Watch Company, Ltd., herein called the Respondent or the Company, violated Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act, by discriminatorily discharging Wortham because of his efforts to initiate a union campaign among the Respondent's employees and his support of changes in employee terms and conditions of employment and by discriminatorily discharging Hickenbotham because of his effort also to initiate a union campaign. The Respondent denied the commission of any unfair labor practices within the meaning of the Act.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and the Respondent, I make the following:

FINDINGS OF FACT

I. JURISDICTION

The Respondent is a Michigan corporation with its principal office and place of business in Redford, Michigan, where it is engaged in the assembly, repair, sale, and distribution of wristwatches and related products. The Respondent, during calendar year 1978, received gross revenues in excess of $500,000 and purchased and received watch parts and other goods and materials valued in excess of $50,000 directly from suppliers located outside the State of Michigan. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Discharge of Hickenbotham*

Hickenbotham was employed by the Respondent in May 1977 and worked in the repair department as a digital watch repairman. He testified that, prior to his termination on January 22, he was the third most senior employee in the department consisting of 15 to 20 employees. He further testified that he had not been criticized about his work prior to his termination and, on the contrary, had been told in the past that he had done a good job on certain assigned tasks. Moreover, he related that, in March 1978, he had been offered the job of assistant supervisor but had rejected it.

The Respondent's employees were not represented by a union. Although Hickenbotham testified that he had talked to some of the employees concerning a union in June or August 1978, no affirmative action was taken to obtain union representation at that time. On January 4, Wortham was hired and started work in the repair department where he became acquainted with Hickenbotham. On January 22, before the morning break, according to Hickenbotham, Hickenbotham, and Wortham engaged in a conversation at Hickenbotham's work station regarding union organization of the employees. Hickenbotham told Wortham that Hickenbotham's wife would be in communication with a union representative that afternoon. Wortham replied that he too would be getting in touch with a union representative that afternoon to lay the groundwork for getting the union start-

[1] All dates are in 1979 unless otherwise stated.

ed. Hickenbotham testified that he expressed to Wortham that a majority of employees would support such a move, and agreed to talk to some of the employees about the union at break. Hickenbotham and Wortham exchanged telephone numbers so they could report to each other the result of their contacts with union representatives.

Wortham's testimony was substantially in accord with Hickenbotham regarding their conversation on January 22, although his testimony differed from Hickenbotham's with respect to the time of their conversations. According to Wortham, there were two conversations, one around 9 a.m. and one at break, around 10 a.m. Both agree, however, that other employees were present in the room during their conversations, and identified Gladys Lee, Chuck Marceau, Ruby Bell, Richard Stachowski, assistant supervisor, and Mike Trujillo, department supervisor, as being present in the room. Hickenbotham also identified additional employees as being present as well, but it appears that these other employees did not take part in the conversations regarding a union. Richard Stachowski, however, was sitting adjacent to Hickenbotham's worktable and only 2 to 4 feet away, according to Hickenbotham. Both Hickenbotham and Wortham testified that their conversations regarding the union organization were in normal tones and could have been heard in the room which did not have a high noise level. On the other hand, neither testified that any persons present in the room (described by Hickenbotham as being 40 by 30 feet in size) indicated they heard the conversation. Hickenbotham conceded that he was not sure that Stachowski heard any of the remarks between himself and Wortham even though he was sitting close by.

After break on the morning of January 22, Supervisor Trujillo, according to Hickenbotham, directed Hickenbotham and employee Don Nelson to move certain boxes from the department to a rear area of the plant where the department was to be relocated. Hickenbotham testified that he moved one bunch of boxes and was then told by Trujillo to wipe off the shelves in the new area where the boxes would be placed. However, before he started on that, Trujillo asked him to get a dolly (handtruck) from shipping so the women could use the dolly to carry the boxes from the old department area to the new area. Hickenbotham got the dolly and started to the old department with it, but Trujillo called out to him and told him to come back and help him wipe the shelves. Hickenbotham replied that he would take the dolly to the front and leave it and come back. However, before Hickenbotham could return, Trujillo "rushed back" and told him if he could not do what Trujillo asked him he was fired.

Based on the foregoing testimony, the General Counsel's theory and argument is that Respondent was aware of the union talk between Wortham and Hickenbotham and that the discharge of Hickenbotham was pretextual and responsive to his union conversations with Wortham. The General Counsel contends that the Respondent's knowledge of the Hickenbotham-Wortham conversations is established by the fact that they took place within the hearing of Richard Stachowski who the General Counsel contends is a supervisor. Moreover, the General Counsel argues that, even if there were no direct knowledge of the union sympathies and desires of Hickenbotham, it could be inferred from the small size[2] of the Respondent's operations, citing *A to Z Portion Meats Inc.*, 238 NLRB No. 57 (1978), and *Wiese Plow Welding Co., Inc.*, 123 NLRB 616 (1959). The pretextual nature of the discharge is shown, according to the General Counsel, not only by the timing of the discharge within minutes of the union talk, but also by the fact that Hickenbotham was a senior and respected employee.

The Respondent denied through the testimony of Trujillo and Stachowski that it had any knowledge of any union activity or sympathy on the part of Hickenbotham at the time of his discharge. Both Trujillo and Stachowski denied hearing any conversation between Wortham and Hickenbotham regarding a union. Their testimony is supported by employee Chuck Marceau, presented as a witness by the Respondent, who testified he had not heard Wortham and Hickenbotham discuss the Union.[3]

Trujillo's version of the discharge of Hickenbotham is that he asked Hickenbotham to move the boxes to the new department area and Hickenbotham ignored him. He asked a second time and Hickenbotham began to comply but "barely moved." Then Hickenbotham went to the shipping department where he spent an estimated 30 to 45 minutes before coming back to Trujillo at the new department location. At that point, boxes were already piled up by the shelves where they were going to be stacked, so Trujillo told Hickebotham to get a rag and clean the shelves. However, Hickenbotham ignored Trujillo and continued toward the old department location. Trujillo called after him and asked if he had not told him to get a rag and clean the shelves. Again he was ignored by Hickenbotham who continued in the direction he was going. Trujillo thereupon caught up with Hickenbotham and fired him.

Trujillo's version of Hickenbotham's discharge is substantially supported not only by Wortham but also by a number of other witnesses presented by the Respondent. Thus, Chuck Marceau testified he heard Trujillo loudly calling to Hickenbotham and observed that Hickenbotham ignored the calls. Similarly, Olena Hammond, a production supervisor, testified she heard Trujillo call Hickenbotham twice but Hickenbotham "just kept walking," whereupon Trujillo caught up and told him, "Well, if you can't do what I ask you, well, then you're fired." Supervisor Jeraline Stephenson likewise heard Trujillo loudly calling to Hickenbotham, and Roy Finny, shipping and receiving manager, related in his testimony that Trujillo kept hollering for Hickenbotham to come there, and asking finally whether Hickenbotham was hearing him. Lastly, Trujillo's daughter, Catherine, also an employee of the Respondent, testified she also heard her father calling after Hickenbotham to come back but Hickenbotham continued on toward the front of the building and the old location of the repair department.

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[2] The record does not show how many employees were employed by the Respondent.

[3] Marceau was the only employee identified by Wortham and Hickenbotham as being present in the repair room during their union conversations who was called as a witness by either side.

Trujillo impressed me as a somewhat excitable witness with a tendency to exaggerate. Yet he appeared basically sincere, and his testimony was supported by other witnesses whose credibility was not seriously impugned. Moreover, even Hickenbotham in his version does not claim that Trujillo gave him specific permission to disregard his last direction to wipe the shelves and to proceed on the the old department location. Rather, Hickenbotham's testimony reveals that he resented Trujillo's giving him new orders prior to his completion of earlier directions. Given that resentment it would not be implausible for Hickenbothan to decide to set his own priorities in accomplishing the tasks assigned by Trujillo. In any event, I credit the version of Hickenbotham's discharge as related by Trujillo rather than by Hickenbotham, whom I found to be unconvincing on the details of the discharge. I therefore find on Trujillo's version that he directed Hickenbotham to perform a specific task and Hickenbotham ignored him even in the face of loud and repeated calls by Trujillo.

I conclude that Hickenbotham's refusals to respond to Trujillo and to do as directed by him constituted insubordination which would be a legitimate basis for discharge. The existence of a legitimate basis for discharge is no defense to a finding of an unfair labor practice if evidence establishes that the discharge was nevertheless motivated, even in part, upon the discharged employee's union or other protected concerted activity under the *N.L.R.B.* v. *Whitfield Pickle Co.*, 374 F.2d 576, 582 (5th Cir. 1967); *N.L.R.B.* v. *Whitin Machine Works*, 204 F.2d 883, 885 (1st Cir. 1953); *Hugh H. Wilson Corporation*, 171 NLRB 1040, 1046 (1968). Conversely, as stated by the Board in *P. G. Berland Paint City, Inc.*, 199 NLRB 927 (1972):

> The mere fact that an employer may want to part with an employee whose union activities have made him *persona non grata* does not *per se* establish that a subsequent discharge of that employee must be unlawfully discriminatory. If the employee himself obliges his employer by providing a valid independent reason for the discharge—i.e., by engaging in conduct for which he would have been discharged anyway—his discharge cannot properly be labeled a pretext and ruled unlawful.

Considering the foregoing, and assuming *arguendo* that the Respondent was aware that Hickenbotham and Wortham had discussed union organization that very morning, I am not persuaded that Hickenbotham's discharge may be regarded as pretextual. His failure, indeed refusal, to respond to Trujillo's calls and orders was clear and deliberate insubordinate conduct. Since it occurred in the presence of other employees, there was little basis for Trujillo to excuse or forgive such conduct. Trujillo was a new supervisor having been hired by the Respondent only a week earlier.[4] His testimony that Hickenbotham's disregard of his calls and orders in the presence of other employees was embarrassing was entirely credible. In view of this embarrassment and because Hickenbotham's conduct could be perceived as a "test" of a new supervisor the severity of the discipline imposed on Hickenbotham cannot be viewed as unreasonable.

Although Hickenbotham may have had a good work record with no prior criticisms or warnings, such record vouches little for him under the circumstances of this case. Trujillo as a new supervisor was not likely to be aware of Hickenbotham's work record prior to Trujillo's supervision. Moreover, Trujillo credibly disavowed any consideration of Hickenbotham's work record in effectuating the discharge even though he testified that, from his observation of Hickenbotham during the week prior to the discharge, Hickenbotham was a slow worker who on one occasion had been impertinent to Trujillo.

Finally, the timing of the discharge only minutes after the union discussion, while suspicious, does not dictate a conclusion that it was discriminatorily motivated. The evidence does not establish that Trujillo's orders or directions to Hickenbotham were given in contemplation of his refusal to comply. In the absence of such evidence, and since the discharge immediately followed the offenses on which it was based, the timing of the discharge in relation to Hickenbotham's union discussion with Wortham loses significance.

Based on the foregoing, I conclude that the discharge of Hickenbotham was not pretextual and that the Respondent did not violate Section 8(a)(3) and (1) of the Act in such discharge.[5]

B. *The Discharge of Wortham*

Wortham testified that during lunchtime on January 22, after Hickenbotham's discharge, he was engaged in a conversation with Trujillo and employee Don Nelson in the repair area when Jack Schechter, president of the Respondent, walked in and joined in the conversation. In this conversation, Wortham asked Schechter why he had a rule that employees could not wear blue jeans. Schechter replied that he did not like blue jeans and explained why. Wortham told Schechter it seemed that jeans should not be objectionable if ironed, starched, creased, and if they had no vulgar patches on them. Schechter, nevertheless, responded that he still did not like jeans. Wortham then remarked that at the Respondent's pay rates cleaning costs for the required employee clothing cut deeply into the employee's paychecks.

[4] Trujillo had been employed by the Respondent on a prior occasion, perhaps during a time when Hickenbotham was employed by the Respondent, but the evidence does not establish that Trujillo had ever worked with, or supervised, Hickenbotham.

[5] This conclusion which assumes the Respondent's knowledge of Hickenbotham's union discussions renders unnecessary a decision on the supervisory status of Stachowski and whether the Respondent was aware, through Stachowski, of the Hickenbotham-Wortham conversations regarding organizational efforts. I would observe, however, that I found Stachowski a credible witness who was emphatic and persuasive in his denials that he overheard Hickenbotham discuss a union with Wortham. Moreover, Hickenbotham admitted that he was not sure that Stachowski actually heard the conversation even though he was close by. In addition, Marceau, the only other employee to testify in this proceeding who was identified by Wortham and Hickenbotham as being present in the room at the time of their union discussions, credibly denied hearing such discussions. Accordingly, I would conclude that direct knowledge by the Respondent of Hickenbotham's union inclinations was not established. The absence of such direct knowledge, under the peculiar circumstances of the case, also undermines any basis for establishing such knowledge indirectly through inference.

Schechter suggested using dacron or wash and wear pants but Wortham replied he did not like that type of clothing. Wortham then asked Schechther if he had anything against employees forming a union. Schechter replied, still according to Wortham, "You're damn right." Wortham inquired what it was and Schecther responded, "You know damn well what it is." Wortham said he did not know what it was and Schechter then suggested that Wortham find another place to work. Wortham asked if Schechter was asking him to quit and Schechter replied affirmatively. Wortham said he was not going to quit, whereupon Schechter announced that he was fired.

Based on Wortham's testimony it is the General Counsel's position that Wortham was discharged not only because he had complained about the Respondent's prohibition of employee's wearing blue jeans as well as about employee wage rates, but also because he had the audacity to suggest to Schechter that employees might be interested in forming a union. The General Counsel contends that, insofar as the discharge was based on Wortham's complaints regarding blue jeans and pay, it was violative of Section 8(a)(1) since Wortham, in voicing those complaints, was engaged in protected concerted activity under the Act. Since the discharge was also based on Wortham's reference to a union, in the General Counsel's view the discharge also violated Section 8(a)(3) of the Act.

Schechter's version of the critical conversation with Wortham differs from Wortham's. According to Schechter the conversation began when Schechter went into the repair department to admonish an employee for sending out a watch repair without charging for some watch batteries. Wortham spoke up and said that for the little money the employees were paid the Respondent should not have to charge for the batteries. Schechter had responded that if Wortham did not like working there he should go someplace else. There followed the discussion on the prohibition against blue jeans and additional invitations by Schechter to Wortham to quit. At one point, Wortham said he was going to get a job at Chrysler, and Schechter asked him why he just did not leave then. Finally, Schechter admitted that Wortham asked, "How would you like a Union?" to which Schechter replied again that if he didn't like it there to leave. Wortham replied that he was not going to quit, that he would have to be fired. Schechter then fired him.

Stachowski, Trujillo, Marty Schonberg, a salesman for the Respondent, and Shipping and Receiving Manager Roy Finny, all testified that they heard portions of the Wortham-Schechter encounter. Their versions were admittedly incomplete. However, Schonberg and Stachowski supported Schechter's version to the extent that Wortham referred to Chrysler. Wortham could not recall any reference to Chrysler in his remarks to Schechter but did not specifically deny them. Moreover, he admitted that he had previously been employed by Chrysler and had a grievance pending regarding his separation there. Accordingly, I credit that portion of Schechter's testimony in which he attributes to Wortham the remarks concerning Chrysler.[6] On the other hand, the remarks attributed to Schechter by Wortham in response to Wortham's inquiry about Schechter's opposition to a union were not specifically denied by Schechter. Accordingly, and since Wortham impressed me as a reliable and honest witness, I find that Schechter, as contended by Wortham, did express opposition to employees forming a union when the subject was broached by Wortham.

The Respondent contends that Wortham was not discharged because of any union activity or because he mentioned a union to Schechter or complained about pay rates or the prohibition on employees wearing blue jeans. Rather, it was Schechter's testimony that Wortham was discharged because of Wortham's statement that he expected to have a job elsewhere, and it was uneconomical for the Respondent to continue to employ and train Wortham in digital watch repair if he intended to leave in a short time. In this regard, Trujillo testified that it took about 6 weeks of training for an employee to become proficient in digital watch repair. Wortham at the time of his discharge had been on the job less than 3 weeks.

I concur with the Respondent's position that Wortham's discharge was not based on his complaints about the rules on blue jeans or employee pay rates. Wotham's complaints regarding the Respondent's rule against the wearing of blue jeans was in the nature of a protected concerted activity. The Board has previously held that "an individual's actions may be considered to be concerted in nature if they relate to conditions of employment that are matters of mutual concern to all affected employees." *Air Surrey Corporation*, 229 NLRB 1064 (1977). Here the testimony of Respondent's witness Mildred Mann established that employees had previously sought to have the Respondent abrogate its rule on blue jeans so it is clear that the rule was a matter of mutual concern to the employees. But Mann's testimony also establishes that other employees who had sought a change in the rule had not been fired. Accordingly, while Schechter may have been irritated by Wortham's complaint regarding the rule on blue jeans, and perhaps also by his complaint about the wage rates, I am not persuaded that such complaints precipitated the discharge. Wortham was simply reminded of his right to quit if he was unhappy with his conditions of employment. I therefore find no independent violation of Section 8(a)(1) in Wortham's discharge.

The alleged 8(a)(3) violation finds more support. Wortham was fired only after he inquired as to Schechter's opposition to employees forming a union and after Schechter forcefully stated his opposition to such unionization. In my opinion, that was the provocation for Schechter's changing his invitations to Wortham to quit into an outright discharge. Up to Wortham's reference to a union, his complaints could be dismissed as simply those of an unhappy employee, but after Wortham's revelation of interest in union organization, the

[6] It was Trujillo's testimony that Wortham did not mention a union until after Schechter told Wortham he was fired. That testimony is rejected as clearly erroneous in view of Schechter's unequivocal admission to the contrary.

threat to the Respondent became obvious and the action taken was immediate.

The Respondent's defense, that Wortham was discharged because he indicated he was seeking or expecting work elsewhere and the Respondent did not desire to spend further time training him, appears to me to be hollow and pretextual. In this regard, I note that Wortham was not discharged immediately after he made a reference to having a job at Chrysler, but later after his inquiries about Schechter's opposition to a union. Moreover, there was no evidence presented that the Respondent had any specialized training program which required considerable expenditures of time or funds on training new employees such as Wortham in watch repair. The record suggests there was no more than on-the-job training. Further, while the record indicates that it usually takes 6 weeks[7] to reach full proficiency, it stops short of establishing that Wortham at the time of his discharge had not already reached full proficiency so as to justify his retention. Indeed, Schechter made no inquiries into the state of Wortham's proficiency, the amount of his production in comparison with fully trained employees, or the extent of his training at the time of the discharge. Under these circumstances, a conclusion that Wortham's retention would be uneconomical for the Respondent in view of the possibility of his employment elsewhere in the indefinite future was ill founded and is clearly indicative of an afterthought on the Respondent's part. Accordingly, I find the Respondent's defense to be pretextual. Having found the Respondent's expressed reason for the discharge of Wortham to be pretextual, it may be inferred that the Respondent's actual motivation was one that the Respondent sought to conceal. See *Shattuck Denn Mining Corporation (Iron King Branch)* v. *N.L.R.B.*, 362 F.2d 466 (9th Cir. 1966). Considering all the foregoing, including Schechter's expressed opposition to unionization by the employees, I find that the Respondent's real motivation in discharging Wortham was his expression to Schechter of an interest in employees forming a union. Accordingly, I find that the Respondent violated Section 8(a)(3) and (1) of the Act in discharging Wortham.

CONCLUSIONS OF LAW

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

2. By discharging Floyd V. Wortham, Jr., on January 22, because of his expressed interest in union organization by the employees, the Respondent engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(2), (6), and (7) of the Act.

3. The Respondent did not violate the Act in discharging Jonathan Hickenbotham or in any other manner alleged in the complaint.

[7] Hickenbotham, at one point, testified it took only 1 to 2 weeks to train employees in the job, but he subsequently conceded it might take as long as a month to 6 weeks. The record reveals no special preemployment qualifications, training, or experience for the job, however.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find it necessary to order the Respondent to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having discriminatorily discharged Floyd V. Wortham, Jr., in violation of the Act, I find it necessary to order it to offer him full reinstatement to his former position or, if it no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings that he may have suffered from the time of his termination to the date of the Respondent's offer of reinstatement. The backpay shall be computed in accordance with the formula approved in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed in the manner and amount prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).[8]

Upon the foregoing findings of fact and conclusions of law, and upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[9]

The Respondent, Advance Watch Company, Ltd., Redford, Michigan, its officers, agents, successors, and assigns, shall:

(a) Discouraging membership in any labor organization by discharging its employees or in any other manner discriminating against them with regard to their hire or tenure of employment or any other term or condition of employment.

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

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

(a) Offer Floyd V. Wortham, Jr., immediate and full reinstatement to his former job or, if his job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for his loss of earnings in the manner set forth in the Remedy.

(b) 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.

[8] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716, 717–721 (1962).

[9] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.1. Cease and desist from:

(c) Post at it offices and facilities in Redford, Michigan, copies of the attached notice marked "Appendix."[10] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by the Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 7, in writing within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that those allegations of the complaint in the consolidated cases as to which no violation has been found are hereby dismissed.

[10] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment 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

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT discourage membership in any labor organization by discriminatorily discharging our employees or in any other manner discriminating against them with regard to their hire or tenure of employment or any term or condition of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed them by Section 7 of the National Labor Relations Act. These rights include the right to form, join, or assist labor organizations, to bargain collectively through representatives of the employees' own choosing, and to engage in other concerted activities for mutual aid and protection.

WE WILL offer full and immediate reinstatement to Floyd V. Wortham, Jr., to his former position, or if such position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings he has suffered by reason of the discrimination against him.

ADVANCE WATCH COMPANY, LTD.