Andrew Craft, a sole proprietor d/b/a Vinyl Craft Fence Co. *and* United Steelworkers of America.
Cases 25-CA-9588 and 25-CA-9588-2

March 29, 1979

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS JENKINS AND MURPHY

On November 21, 1978, Administrative Law Judge George F. McInerny issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions.

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 has decided to affirm the rulings, findings, and conclusions[1] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

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, as modified below, and hereby orders that the Respondent, Andrew Craft, a sole proprietor d/b/a Vinyl Craft Fence Co., Kokomo, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order as so modified:

1. Substitute the following for paragraph 2(a) and reletter the subsequent paragraphs accordingly:

"(a) Offer George Pyke 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 any other rights or privileges previously enjoyed, and make him whole for any loss of earnings he may have suffered by reason of Respondent's discrimination against him in the manner and to the extent set forth in the section here entitled "The Remedy."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] In his remedy the Administrative Law Judge inadvertently failed to cite *F. W. Woolworth Company*, 90 NLRB 289 (1950), for the forumla used in the computation of a backpay award. We therefore modify his remedy to include the citation.

APPENDIX

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

After a hearing in which all parties had the opportunity to present evidence and examine and cross-examine witnesses, it has been decided that I have violated the National Labor Relations Act. I have been ordered to post this notice and to comply with its terms.

I WILL NOT discharge, deny wage increases to, or otherwise discriminate against my employees because they engage in activity protected by Section 7 of the National Labor Relations Act or give testimony to the National Labor Relations Board.

I WILL NOT in any other manner interfere with, restrain, or coerce my employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

I WILL offer George Pyke 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 any other rights or privileges previously enjoyed, and make him whole for any loss of earnings he may have suffered by reason of his discharge, plus interest.

I WILL make Ralph Ryan whole for any discrimination suffered by him, plus interest.

ANDREW C. CRAFT, A SOLE PROPRIETOR
D/B/A VINYL CRAFT FENCE CO.

DECISION

STATEMENT OF THE CASE

GEORGE F. MCINERNY, Administrative Law Judge: As the result of a charge filed on January 24, 1978, by United Steelworkers of America, herein referred to as the Union, alleging that Vinyl Craft Fence Co. had discriminatorily discharged George Pyke; an amended charge filed on February 15, 1978, by the Union; and a second amended charge alleging that Vinyl Craft Fence Co. had discriminated against Ralph Ryan; the Regional Director for Region 25 of the National Labor Relations Board issued the complaint herein, alleging that Andrew Craft, a sole proprietor d/b/a Vinyl Craft Fence Co., herein referred to as Respondent, or the Company, had violated Section 8(a)(1), (3), and (4) of the National Labor Relations Act, as amended, herein referred to as the Act, by threatening and coercing his employees; by discharging George Pyke; and by denying Ralph Ryan increases in his wage rate. Respondent, in his answer, denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held on this complaint in Kokomo, Indiana, on July 6, 7, and 31, 1978. All parties were represented, presented evidence, examined, and cross-examined witnesses. Following the hearing the General Counsel and Respondent submitted briefs which have been carefully examined.

Upon the entire record in this proceeding, including my observation of the witnesses, I hereby make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

The Respondent, Andrew Craft, is a sole proprietor doing business as Vinyl Craft Fence Co. At all times material herein he has maintained his principal office and place of business in Kokomo, Indiana, where he is engaged in the manufacture and distribution of vinyl coated chain link fencing. During the year prior to the issuance of the complaint herein Respondent sold manufactured products valued in excess of $50,000 to purchasers who themselves are engaged in interstate commerce. The complaint alleges, Respondent admits, and I find that he is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

The United Steelworkers of America is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background*

In December 1976, George Pyke, who had been employed by Respondent since March of that same year, engaged in discussions with his fellow employees Ryan, Loy, Zwickey, and Tate concerning a union. At a result, Pyke contacted one Breedon, a representative of the Steelworkers, and was referred, in turn, to the Union International Field Staff Representative Carl N. Morris. A meeting was set up on December 31, at which Pyke, Ryan, Tate, Loy, and an employee named Trotti signed union cards.

On receiving the signed cards, the Union filed a petition, in Case 25-RC-6517, on January 10, 1977, for a unit of production and maintenance employees of Respondent. Following a stipulated election on June 9, 1977, at which Pyke served as the observer for the Union, challenges to a number of ballots were heard on September 6, 1977, and resolved by the Board in an unpublished decision dated April 19, 1978. The Union was certified as the exclusive representative of certain of Respondent's employees on May 16, 1978.[1]

While the representation case was making its way through the processes of the Board, unfair labor practice charges were filed against Respondent[2] which resulted in the issuance of a complaint, and the scheduling of a hearing some time in May 1977, where a settlement was reached. Certain employees of Respondent, including Pyke and Ryan appeared at the hearing, but the record does not reveal whether they in fact testified or whether the settlement was reached prior to their taking the witness stand. The record in this case is clear, however, that Ryan and Pyke did testify at the hearing on challenged ballots on September 6, 1977.

B. *The Alleged 8(a)(1) Conduct*

The General Counsel introduced evidence of Respondent's activities in the period between the filing of the petition in Case 25-RC-6517 on January 10, 1977, and the settlement agreement in May of that year. Respondent objected to the admission of this evidence on the grounds that its receipt was foreclosed by Respondent's execution of, and compliance with, the settlement agreement; and, further, that all of the evidence proffered concerned events which had occurred more than six months before the filing of the charges in this case.

At the hearing I indicated my views to Respondent's Counsel on this matter and urged him to furnish me with citations to authorities supportive of his position. This he has done, and, in fairness, I have carefully studied the authorities he has cited. However, I am of the opinion that the law on events occurring prior to the 6-month statute of limitations contained in Section 10(b) of the Act has been definitively settled by the *Bryan* case,[3] which itself is cited in Respondent's brief.

In arguing that Section 10(b) prohibits consideration of Respondent's conduct occurring more than 6 months prior to the charge, Respondent cites *Knickerbocker Manufacturing Company, Inc.*, 109 NLRB 1195 (1954); *Indiana Metal Products Corp.* v. *N.L.R.B.*, 202 F.2d 613 (1953); and *Olin Industries, Inc.*, 97 NLRB 130 (1951). Aside from the fact that all of these cases were decided before *Bryan*, it is clear that the proposition they stand for is that Section 10(b) bars use by the General Counsel or the Board of events which occurred prior to the 6-month period *as the basis for findings* of unfair labor practices. In the instant case, the evidence was offered by the General Counsel and received by me not for the purpose of establishing violations of law, but to establish an attitude or character in order to illuminate and to furnish a background for later events. The findings I make must be based on those later events. Thus my ruling is not inconsistent with the authorities cited by Respondent.

With respect to the effect of the prior settlement agreement on the receipt of evidence as to events which were a part of prior charges, complaints, and settlements, Respondent has cited two categories of authorities. The first series of cases stands for the proposition that the Board cannot, or will not, make findings concerning independent allegations of violations occurring prior to the settlement agreement: *Independent Life and Accident Co. d/b/a Herald Life Insurance Company*, 227 NLRB 1546 (1977); *Teamsters, Chauffeurs, Helpers and Taxicab Drivers, Local 327, affiliated with International Brotherhood of Teamsters, Chauffeurs, Ware-*

[1] There are no questions as to the appropriateness of the unit, or of any refusal to bargain in good faith. The documents concerning the representation case were received to assist the trier of fact in plotting the courses of two concurrent streams of events.

[2] This case is identified in the General Counsel's brief as Case 25-CA-8579, but in the record as Cases 25-CA 8578 and 25-CA-8578-2.

[3] *Local Lodge No. 1424, International Association of Machinists, AFL-CIO, et al.* v. *N.L.R.B.*, 362 U. S. 411 (1960), reversing 264 F.2d 574 (1959).

housemen and Helpers of America (Greer Stop Nut Co., a Division of Kaynar Mfg. Co., Inc.), 160 NLRB 1919 (1966); and *Eveready Garage, Inc.*, 126 NLRB 13 (1960).

Here again, I must emphasize that the evidence in question was not received by me for purpose of making findings based thereon, nor do I make such findings. Respondent's reliance on these authorities is thus misplaced.

The second group of cases dealing with settlements holds that a settlement agreement, in and of itself, is not evidence of hostility of antiunion animus and may not be used as the basis for such a finding. *Poray, Inc.*, 143 NLRB 617 (1963), enfd. 337 F.2d 114 (D.C. Cir., 1964); *Southwest Chevrolet Corp.*, 194 NLRB 975 (1972); *Local No. 92, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO* (R. W. Hughes Construction Co., Inc.) 138 NLRB 428 (1962); *Raymond Buick, Inc.*, 173 NLRB 1292 (1967); *Lincoln Bearing Co.*,[4] 133 NLRB 1069 (1961), vacated 311 F.2d 48 (6th Cir. 1962); *Bangor Plastics*, 156 NLRB 1165 (1966), enforcement denied 392 F.2d 772 (6th Cir., 1967).

In the instant case, of course, there has been no attempt by the General Counsel to use the fact of the settlement agreement as evidence of antiunion animus, and these cases are inapposite to the issue here.[5]

Accordingly, in reliance upon *Bryan, supra*, I find that evidence of animus and hostility occurring more than 6 months prior to the filing of the instant charges in January 1978 may be used to establish that such attitudes existed.

Further, in reliance on *Northern California District Council of Hodcarriers and Common Laborers of America, AFL-CIO, et al.*, 154 NLRB 1384 (1965), affd. 389 F.2d 721 (9th Cir. 1968), I find that the Board's policy with respect to presettlement activities is that such conduct may be considered in assessing post-settlement actions of a Respondent.

Accordingly, the credible and undenied testimony of Steven E. Tate, James Loy, Jr., George Pyke, and Ralph Ryan concerning the activities of John Craft, Respondent's son and plant manager, is accepted as an accurate representation of events which took place in January 1977, and shows that, at that time, by interrogating employees about their union activities; by threatening employees with reprisals for their union activity; by laying off Ralph Ryan; and by discharging George Pyke, Respondent demonstrated antiunion animus and hostility toward his employees' attempt to organize.

In addition to these events, Ralph Ryan testified that sometime between July 10 and 20, 1977, John Craft told him that "the Union is not going to get in," and that Respondent was going to get rid of "every one of you that signed a union card" as soon as he had a chance.[6] This conversation is also outside the 6-month period prior to the instant charge, but it is an indication that, despite the settlement of the prior charges, Respondent's hostility and animus remained.

Following the hearing on challenged ballots on September 6, 1977, George Pyke was at work at the plant on Sunday, September 11. At this time John Craft came up to him and with an obscenity, told Pyke he would like to bust his head open "with a steel pipe." Craft went on to say that Pyke was in the wrong crowd, that he should run around with a better crowd, and that he was just going along with the crowd to "get the union," adding that the reason Pyke had not received a raise was "because of the union."[7]

C. *The Discharge of George Pyke*

Pyke was hired by Respondent in March 1976. He worked as a truck loader and as a fence-weaving machine operator. He started at the rate of $2.50 per hour. After 8 or 9 weeks he was raised to $3 and to $3.50, a month or two later. This last was his rate when he was discharged. As noted above, Pyke was active in bringing the employees into contact with the Union in December 1976, which fact was known by Respondent in January 1977, and testified credibly about interrogation by John Craft and his later discharge by Croft in a conversation marred with antiunion threats. Pyke was reinstated and awarded back pay as a result of the settlement agreement in May 1977, and he acted as the Union's observer at the representation election on June 9.

The results of the election were not determined at that time, due to a number of challenges which were yet to be ruled upon, but on June 13 Respondent called the employees together and announced that they were going to "stop playing games in this plant." He further stated that thenceforth a doctor's excuse would be required for all absences due to illness. Respondent did not stipulate what, if any, discipline would be imposed for transgressions of this rule.

Pyke was admittedly not an exemplary employees. He had trouble keeping up production, although the Company kept no production records, and was absent frequently due to illness. However, from June, when Respondent instituted the new policy on illnesses, until October, nothing was said or done about these absences. There is no evidence that Pyke did not conform to this new policy.

Some time in October Pyke was called in to the office where Respondent told him that if he did not keep up with the other employees he was going to be terminated. Respondent also mentioned Pyke's absentee record, but did not indicate that poor attendance was going to furnish grounds for discharge. Pyke was admonished to bring up his productivity and was given 2 weeks to do it. The 2 weeks passed and nothing further was said to him about either productivity or absenteeism.

On December 15 Pyke became ill after lunch, and, not finding anyone in the office, asked several fellow employees to tell Respondent that he was not feeling well and was going to see a doctor. He visited a Dr. Bennett and was told

[4] This case really concerned the issue of the Board's right to set aside a settlement agreement in the absence of post-settlement violations.

[5] *Fant Milling Co.*, 360 U. S. 301 (1959), was cited by Respondent, but that case has nothing to do with the issues herein.

[6] This conversation was not specifically denied by John Craft, although he did deny that he had spoken to any employees about "union activities of any sort." I do not credit Craft's testimony on material issues. His memory was inaccurate, and his denials of threats or other coercive conduct were made in response to leading questions by Respondent's counsel in a conclusionary and unconvincing fashion. Ryan, on the other hand, impressed me as a credible, candid witness.

[7] I credit Pyke's version of this story. Pyke is a person of limited education, but I found him to be forthright and candid in his testimony despite extended and vigorous cross-examination. This testimony was not specifically denied by John Craft, and, as noted above, I do not credit his general denials.

that he had high blood pressure. An appointment for x-rays was set up for December 20 at St. Joseph Memorial Hospital in Kokomo. On the next day, December 16, Pyke called John Craft and told him about the high blood pressure. Craft was sympathetic and told Pyke to let him know as soon as he had a more definite prognosis. Pyke called in again on Monday, Tuesday, and Wednesday, on each occasion speaking to John Craft, who said it was "all right" that he could not come in. About 2 weeks later, Pyke testified that he came in to work, worked about 2 hours, but developed a headache and became dizzy, so he left after notifying Ann Craft, Respondent's daughter and a secretary in his office.[8] The following Monday, January 16, Pyke came in to pick up his check and encountered John Craft. According to Pyke, Craft told him not to come to work unless he had a doctor's excuse saying he could return to work.[9]

Later that week Pyke obtained a certificate from Dr. Bennett that he could return to work on January 20. On that date he presented himself ready for work at 8 a.m. John Craft took the doctor's certificate and instructed Pyke to return at 5 p.m. Pyke did as he was told, and, sometime after 5 o'clock that evening spoke to Andrew Craft, Respondent. Craft told Pyke "I thought you quit," and stated that Pyke had never showed up for work. Pyke told him about John Craft's request that he obtain a release from his doctor and Andrew Craft replied that Pyke should find a light job, that he might fall into one of the machines and get hurt or killed.[10]

Pyke's story of his illness is credible, undenied, and, indeed, corroborated at critical points by the testimony of Respondent, his son, and daughter. Moreover, Respondent gave no account of his action in discharging Pyke, other than to state the fact that he was discharged. Respondent's version of the events must then be constructed from the evidentiary materials at hand. Since I am urged by Respondent's brief to defer to the decision of the Indiana Employment Security Division, which "says it all concerning Mr. Pyke." I have reviewed that decision. It is true that the determination of eligibility issued by the Division sustains the position of the employer. That determination was upheld by an appeals referee. But aside from the fact that I am not bound by a decision of the Indiana Employment Security Division,[11] I find that these decisions support the General Counsel's contention that Respondent proffered shifting and conflicting reasons for its actions toward Pyke. Thus Respondent at one point said to Pyke that he thought he had quit. This position was carried over into the answer of Respondent to the complaint. Then Respondent stated that Pyke had been replaced, but no evidence was presented as to who the replacement was, and Pyke's undenied testimony about his conversation with John Craft, on January 16, carries no hint of replacement. Quite the contrary, John Craft told Pyke to be sure to have a doctor's excuse that he was able to return to work. Finally, at this hearing Respondent himself stated that Pyke was fired for absenteeism.

In the light of all the evidence before me, based on the shifting reasons advanced by Respondent for his treatment of Pyke, and on the fact that at no time was Pyke warned that he would be discharged if the absenteeism continued, the open and evident animus and hostility shown by John Craft toward Pyke and the Union shortly after Pyke had testified in favor of the Union at the challenged ballots hearing in September 1977, I find that Pyke would not, despite his poor attendance record, have been discharged on January 20, 1978, if it were not for the fact that he had engaged in union activity and had given testimony before the National Labor Relations Board. *Signal Delivery Service, Inc.*, 226 NLRB 843 (1976); *Branthaven, Inc., d/b/a Hospitality Home*, 192 NLRB 1062 (1971).

D. *The Failure To Increase Ryan's Wages*

Ralph Ryan began work at the Company on December 28, 1975. He also started out as a truck loader, but after only one day he was assigned to work on the weaving machines where he remained until he resigned around May 12, 1978. When he started, Ryan was paid at the rate of $3.50 per hour. After a month, and after he had begun working on the weaving machines, his rate was increased to $4. In September 1976 he received another 50 cents, bringing the rate to $4.50. Ryan testified that he asked for another raise between January 1 and 10, 1977 and was granted a 25-cent increase. He remained at this same rate, $4.75, until he resigned.

Ryan was identified as participating, with Pyke and others, in signing a union card and participating in union meetings.

Ryan was a good worker, was praised by John Craft, and was told by John after he had been on the weaving machine for less than a month that he would be "up with the other guys" within a year. The "other guys" are identified by Ryan as James Pearson and Michael Zwickey, who worked full-time on weaving machines at a rate of $6 per hour.

Respondent's reasons for not granting any further raises, as in the case of Pyke's discharge, suffer from a lack of consistency as well as candor. Andrew Craft testified that Ryan was not doing a good enough job. However, he was never reprimanded for not doing good work, not offered training in the more technical intricacies of the weaving machine, and, indeed, John Craft testified that Ryan was progressing satisfactorily at the time of his resignation.

As another reason why Ryan did not receive a raise, Respondent stated that no one received a raise. This defense is contradicted by evidence that a number of employees,[12] including Carl Justice, James Stine, Myron Roberts, and Don Ely, were granted raises unconnected, as claimed by Respondent, with a new job assignment. What is clear is that none of the employees who were employed at the time of

[8] Respondent's records show that this was on January 9, 1978. Ann Craft admitted that Pyke had told her he was dizzy, had high blood pressure, and went home on that day.

[9] This conversation is corroborated by John Craft.

[10] This conversation was not denied by Andrew Craft. However, he did state at one point in the record that Pyke was fired for absenteeism, and at another point averred that he had been replaced. Respondent's answer to the complaint alleged as an affirmative defense that Pyke had quit. This was amended during the hearing when Andrew Craft testified that Pyke had been discharged for absenteeism.

[11] I mean no disrespect by this, but their standards and laws may be somewhat different from those I must observe.

[12] All of whom were hired after the date of the election, June 9, 1977, in Case 25-RC-6517.

the filing of the petition in Case 25-RC-6517 received a raise thereafter. No economic or other reasons were advanced by Respondent for this.[13] This explanation, like the first, is unconvincing.

Finally, Respondent advanced as a reason why Ryan was not awarded a raise was the asserted fact that Ryan, unlike more experienced employees, Pearson and Zwickey, and later Justice and Williamson,[14] could not perform the technical maintenance and adjustment functions required because of the small size of Respondent's operation.

There was a great deal of testimony of Respondent and Union Representative Carl N. Morris concerning the relative requirements for reaching journeyman status as a weaving machine operator. In view of my findings and conclusions hereinafter stated, I do not find it necessary to attempt to resolve the merits, or relative merits, of this controversy.

In reviewing Ralph Ryan's record, I find that Respondent's wage policy was, at least up to the advent of the Union, based on Respondent's subjective evaluation of the work of employees. This system rewarded those who performed to Respondent's satisfaction, and since Ryan's work admittedly satisfied Respondent, he received three increases in a relatively short time.

With the coming of the Union, in January 1977, this policy changed to a policy of granting no wage increases. Based in part on the background evidence submitted by the General Counsel showing Respondent's hostility and animus toward the Union early in 1977, but more importantly on the statement by John Craft to Pyke in September 1977 to the effect that he was not granted an increase because of the Union, I infer and find that Respondent denied an increase to Ryan for the same reason, the union activity of Ryan and the other employees.

Respondent's defenses are, as noted above, inconsistent and shifting, leading to the inference, which I draw in this instance, that the real reason for denying Ryan a wage increase was his union activity. *Shattuck-Denn Mining Corp.* v. *N.L.R.B.*, 362 F.2d 466 (C.A. 9, 1967).

IV. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices I shall recommend that he be ordered to cease and desist therefrom and to take certain affirmative action including the reinstatement of George Pyke together with back pay and the payment to Ralph Ryan of a sum of money equivalent to the sum of the raises he was not granted in the period from January 1977 to May 1978, together with interest thereon computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977) (see also *Isis Plumbing and Heating Co.*, 138 NLRB 716).

[13] In the light of Pyke's statement that John Craft told him he had not received a raise if it were not for the Union, this situation is certainly suspicious. But there is no allegation in the complaint that other employees were denied raises because of union activity, so there is no issue for me to consider.

[14] Pearson and Zwickey had resigned at some time prior to the hearing. Williamson and Justice were recruited by Respondent from Florida in October 1977 because of an unspecified "need" for experienced weaving machine operators. Williamson resigned in March 1978. Both he and Justice were hired at the rate of $6 per hour. After Williamson resigned Justice was given raises of $1 per hour in May1978 and another 50 cents in June, bringing his current rate to $7.50 per hour.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. United Steelworkers of America is a labor organization within the meaning of Section 2(5) of the Act.
3. By threatening and coercing its employee, George Pyke, Respondent has violated Section 8(a)(1) of the Act.
4. By discharging George Pyke because of his activity on behalf of the Union, and because he gave testimony in a National Labor Relations Board hearing, Respondent has violated Section 8(a)(1), (3), and (4) of the Act.
5. By refusing to grant wage increases to Ralph Ryan because of his activities on behalf of the Union Respondent has violated Section 8(a)(1) and (3) of the Act.
6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

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

ORDER[15]

The Respondent, Andrew Craft, a sole proprietor d/b/a Vinyl Craft Fence Co., his agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening or coercing employees with loss of pay increases because they engage in union activity.

(b) Threatening or coercing employees because they give testimony before the National Labor Relations Board.

(c) Discharging or refusing to grant wage increases to employees because they engage in union activity, or because they give testimony before the National Labor Relations Board.

(d) In any other manner interfering with, restraining or coercing employees in the exercise of their rights guaranteed them by Section 7 of the Act.

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

(a) Offer George Pyke immediate reinstatement to his former or substantially equivalent position, and make him whole in the manner described above in the section entitled "The Remedy."

(b) Make Ralph Ryan whole for the discrimination suffered by him, also in the manner described above in the section entitled "The Remedy."

(c) Post at his Kokomo, Indiana, facility, copies of the attached notice marked "Appendix."[16] Copies of said notices, on forms provided by the Regional Director for Re-

[15] 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.

[16] In the event that this Order is enforced by a judgment of the 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."

gion 25, after being duly signed by Respondent, shall be posted by Respondent immediately upon receipt thereof and be maintained by him for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that such notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps have been taken by Respondent to comply herewith.