

Anheuser-Busch, Inc. and Randy Burnworth. Case 31-
CA-7424

November 6, 1978

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS PENELLO
AND TRUESDALE

On June 27, 1978, Administrative Law Judge Richard J. Boyce issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief, and counsel for the General Counsel filed cross-exceptions and a brief in support thereof.

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, and conclusions of the Administrative Law Judge, except as modified herein, and to adopt his recommended Order.

For the reasons stated by the Administrative Law Judge, we find that the Respondent violated Section 8(a)(1) of the Act because its suspension of Randy Burnworth was motivated by the protected concerted activity in which he engaged on September 30, 1977. Additionally, we find, in agreement with the Administrative Law Judge, that Burnworth's suspension on September 30 was unlawful in any event because it was induced, at least in part, by his various protected concerted activities earlier that month.

We do not, however, adopt the Administrative Law Judge's rationale which dismisses the Respondent's contention that Burnworth's September 30 refusal to work contravened the no-strike clause and thus was without protection. In our view, the Administrative Law Judge's discussion on this argument is inapposite because Burnworth's actions on that date did not rise to the level of being a strike or a work stoppage.

The record reveals that, on the day of his suspension, Foreman Glen Marshall had assigned Burnworth and a fellow workman, Andrew Bittner, the task of changing the filter bags on the pneumatic conveyor system in the Respondent's grain storage building. This job is considered an undesirable one because grain dust escaping the bags during the changing process completely covers those performing the work. Burnworth, aware that grain dust in suspension presents a danger of explosion, knew that

workmen in the grain house were conducting welding operations. Burnworth reminded Marshall of a previous conversation between them regarding the safety of welding in the grain building and told him that "he might have to refuse to do the work." Marshall admonished Burnworth to inspect the grain building before making such a decision, to which Burnworth replied that even entering the building would be dangerous if welding was in progress.

Approximately 1 hour later, having completed other work assigned them, Burnworth and Bittner informed Foremen Marshall and Bob Holzworth that they were proceeding to the grain house and inquired whether the welding operations had been completed. Holzworth retorted that the assignment presented no danger. Burnworth, citing various of its sections, responded that he believed that welding in the grain building violated the city's fire code. Holzworth stated that he had spoken with Jim Turner, manager of industrial relations, who had assured him the work was safe.

Burnworth and Bittner then proceeded to the grain house, agreeing that they would not work in the building should welding be in progress. Burnworth testified that when he arrived at the grain house, he found it freer of dust than he had ever seen it, and he noticed that all the windows had been opened to provide maximum ventilation. He spoke with the welders who were present and learned they would be finished in 10 to 15 minutes; thereupon Burnworth and Bittner departed the building to wait.¹ Foreman Marshall, finding them outside the grain building, asked them why they were not at work, to which Burnworth replied that, because of the welding, it was hazardous to be in the building. Marshall recounted the safety precautions Respondent had taken in the building, but Burnworth and Bittner again refused to work while the welders were working. Marshall then took them to speak to Holzworth, who, after speaking with Burnworth, suspended him pursuant to the direction of Turner.

We find no basis on these facts to conclude that Burnworth's actions amounted to a strike. The record presents no evidence that Burnworth intended his actions either to pressure Respondent to grant any concessions or to protest any of its policies. He and Bittner simply deferred execution of their assignment until the welders completed their work in the grain building, a period which was expected to be from 10 to 15 minutes. Similarly, we do not find that

¹ Burnworth testified that he used this time to obtain materials and equipment required to effect the assignment.

this act amounted to a work stoppage of the type contemplated by the no-strike clause, due to its brief duration and the failure of Respondent to show that it in any way interfered with production.² Thus, we dismiss Respondent's contention on this point, but in so doing we do not rely on the rationale of the Administrative Law Judge. We affirm the conclusions of the Administrative Law Judge in all other respects.

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, Anheuser-Busch, Inc., Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

² See *Shelly & Anderson Furniture Manufacture Co., Inc. v. N.L.R.B.*, 497 F.2d 1200, 1203 (9th Cir. 1974); *Empire Steel Manufacturing Company, Inc.*, 234 N.L.R.B. 530, (1978).

DECISION

STATEMENT OF THE CASE

RICHARD J. BOYCE, Administrative Law Judge: This case was heard before me in Los Angeles, California, on March 14, 15, and 16, 1978. The charge was filed on October 5, 1977, by Randy Burnworth, acting in his individual capacity (Burnworth). The complaint issued on November 30, alleging that Anheuser-Busch, Inc. (Respondent), had violated Section 8(a)(1) and (3) of the National Labor Relations Act (Act), as amended.

Post-trial briefs were filed for the General Counsel and for Respondent.

I. JURISDICTION

Respondent is a Missouri corporation engaged in the operation of a brewery in Van Nuys, California. Its annual gross income exceeds \$500,000, and it annually ships beer of a value exceeding \$50,000 across state lines.

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

II. ISSUE

The complaint alleges that Respondent violated Section 8(a)(1) and (3) by suspending Burnworth from September 30 through October 9, 1977. The answer denies any wrongdoing.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. Evidence

Burnworth is a swing-shift maintenance machinist at Respondent's Van Nuys brewery and part of a unit covered by a labor agreement between Respondent and District Lodge No. 94, International Association of Machinists (Union).¹ His immediate supervisor is Glen Marshall, foreman of the maintenance department. Marshall's immediate superior is Bob Holzworth, general foreman of the swing shift.

Burnworth, among others, is called upon from time to time to change filter bags or "socks" in the brewery's airveyor. The airveyor has 60 such socks, which filter foreign matter from grains used in the brewing process. The socks are 6 inches in diameter and range in length from 66 to 74 inches. They are replaced every 2 or 3 months, the procedure taking 20 to 30 minutes per sock and requiring two employees. Marshall testified that those changing socks "will be covered with the dust from head to foot," and that it is an "undesirable job" for that reason.

The airveyor is a multistory cylindrical structure situated in the grain building at the brewery, in a room 72 feet high by 52 feet square. The socks are housed at the seventh floor level and are accessible by catwalk. The room is heavily windowed for ventilation purposes, and its light fixtures, switches, etc., are designed to minimize the possibility of igniting a dust explosion.

As is more fully described below, Burnworth's suspension followed his refusal on September 30, 1977, to change socks while welding was being done in the room. This had become a point of contention 3 or so weeks before, when he and a coworker were told to change socks in the same circumstances. Burnworth was reluctant then to undertake the task, telling Marshall and Holzworth of his concern that the welding might spark an explosion. They were unsympathetic. Holzworth declaring that the practice had been in effect for 20 years without mishap and inviting Burnworth to go home if he did not like it. With that, Burnworth and the coworker returned to the airveyor. The welding by then was done, and they changed socks as ordered.

Soon after that initial confrontation, Burnworth began to discuss the seeming danger of the situation with various of his coworkers, espousing the need for the development and posting of rules governing welding, etc., in the grain building. They shared his concern and assisted him in working up a series of questions and comments to be put to management regarding the matter.

Burnworth showed a handwritten draft of the questions and comments to his union steward, Don Hendrickson, who likewise shared his concern. Hendrickson arranged for his wife to convert the draft to this typewritten form:²

Safety Question:

Who and how determines when it is safe and by

¹ It is concluded that the Union is a labor organization within the meaning of Sec. 2(5) of the Act.

² Spelling errors corrected.

what procedures when followed is it determined safe to:

1. Use electric drill motor?
2. Use air motor?
3. Use cutting torch?
4. Use welder?
5. Have on person a lighter and smoke in the grain building?

We were under opinion that none of the above were allowed, unless the following were:

1. All windows are open.
2. By scientific method determine amount of grain dust in air is at a safe non-combustible level. (What method is used?)
3. All exposed areas vacuumed and cleaned.
4. Possible area wetted.
5. All machinery that could spout dust into work area shut off, and tagged at all on switches.
6. All other normal fire precautions are in effect.

Now to point out, we arrived on 7th floor of grain building to discover several men at work, some welding, some soldering, and some using cutting torch.

Upon examination we discovered:

1. That only 4 or 5 windows were open, (and we don't think that is sufficient.)
2. Areas poorly cleaned with much dust residue.
3. No electrical shutdown enforced.
4. Areas not wetted down.
5. One "engineer said it was safe." By what scientific method did he use to gain this knowledge and power?
6. No fire permit or extra fire extinguishers on site visible.

WE DESIRE ANSWERS TO ALL THE ABOVE QUESTIONS BE POSTED ON THE BULLETIN BOARD

Hendrickson gave a copy of the document to one of the employees, Richard Garcia, for presentation at the September 13 monthly meeting of Respondent's safety committee. Garcia was not a member of the committee, but was to attend as the winner of a safety slogan contest. Garcia gave the copy to Donald Burnell, supervisor of plant personnel, either just before or just after the meeting adjourned. Whichever, it did not receive committee consideration.

On September 14, Burnell discussed the document with his superior, James Turner, manager of industrial relations. This was by long-distance telephone, Turner being at company headquarters in St. Louis, Mo. Turner felt that some of the points bore validity and directed Burnell to take them up with the brewmaster, Jim Bianchi, and the maintenance superintendent, George Edwards. Burnell accordingly met with Bianchi and Edwards, and also with Marshall and Holzworth, on September 15. There was some speculation during these meetings about the authorship of the questions and comments, with Burnworth being isolated as most likely.

Later on the 15th, Hendrickson noticed that the minutes

of the safety committee meeting had no mention of the questions and comments and asked Burnell if they had been received. Burnell said they had, and Hendrickson asked if he intended to respond to them. Burnell replied that there was no need for that, that he had reviewed the situation and saw no basis for concern about safety in the grain building. Burnell then either said he knew or asked Hendrickson who was responsible for the document. In either case, no names were mentioned.

On September 16, reacting to the nonmention in the minutes of the questions and comments, Burnworth made the first of numerous telephone calls to the Van Nuys Division of the Los Angeles Fire Department and to the California Division of Industrial Safety. The calls to the fire department prompted Arthur Bowman, a fire inspector, to visit the brewery on September 23, at which time he was escorted through the grain building by the plant engineer, Hubert Smith. Explaining his presence, Bowman told Smith that there had been "a complaint . . . regarding welding that was being done under allegedly unsafe conditions in the grain building." He did not identify the complainant.

Based upon his inspection and upon research about grain-dust explosions,³ Bowman sent a citation of fire/life safety violation to Respondent. The citation, dated September 27 and received September 30, states among other things:

2. N.F.P.A. Pamphlet #51-B will be your source of precautionary measures (minimum) which you will be expected to adhere to.

3. Provide written instructions on bulletin board in maintenance offices of complied directions and precautions taken from above pamphlet for all maintenance personnel's knowledge and reference.

The N.F.P.A. is the National Fire Protection Association, and its standards as set forth in its various pamphlets are incorporated in the Los Angeles Fire Code. Among the standards set forth in Pamphlet 51-B is this:

41. Cutting or welding shall not be permitted in the following situations:

* * * * *

413. In the presence of explosive atmospheres (mixtures of flammable gases, vapors, liquids or dusts with air), or explosive atmospheres . . . that may develop in areas with an accumulation of combustible dusts.⁴

Meanwhile, Burnell discussed the situation with Alan Ball of Respondent's insurance carrier, Zurich-American

³ Among other things, Bowman consulted by telephone with the St. Louis Fire Department because of the heavy concentration of grain storage facilities in its jurisdiction.

⁴ Pamphlet 61 B of the N.F.P.A. contains this paragraph:

10101. Welding and cutting operations are potentially one of the most hazardous operations that may be conducted in grain storage and handling buildings. This is particularly true because of the combustible dust and other refuse which might be found in the immediate vicinity where welding or cutting is carried out.

Insurance Companies. On September 21, Ball delivered some printed materials to Burnell describing precautions to be taken in the operation of grain-handling facilities, including this:

17. Ignition Sources

* * * * *

(b) Welding and Cutting not done without preliminary understanding prior to such work and only with written permission. All dust producing operations in area shut down. . . .

On September 26, Ball inspected the grain building with an independent consulting engineer, Charles Smith. Although both commented at the time that the building was well kept, they did say that they had certain recommendations, which were reduced to writing and received by Respondent on October 10. Neither Ball nor Smith observed the sock-changing process, and neither was asked his opinion of its being done during welding. Their recommendations are silent on that issue.

On September 28, Burnworth showed a copy of his questions and comments to Marshall and urged the formulation and posting of safety rules. Marshall responded that he could do nothing about it, and suggested that Burnworth go to the Union and to the Occupational Safety and Health Administration (OSHA).

On September 30, Marshall directed Burnworth and a coworker, Andrew Bittner, to change socks upon completion of what they were doing. Burnworth, aware that welding was in progress in the grain building, reminded Marshall of their conversation of the 28th and said he "might have to refuse to do the work." Marshall suggested that Burnworth go to the grain building and make an evaluation of the situation before making up his mind, and Burnworth replied that even that would be unsafe if welding were going on. Burnworth then asked, ostensibly in jest, if Marshall thought he should clock out, or if there was other work he could do.

An hour or so later, when he and Bittner were ready to go to the grain building, Burnworth informed Marshall and Holzworth that they were on their way and asked the status of the welding. Holzworth, citing sundry inspections and precautions that had been taken, stated that there was no danger, and Burnworth countered that he believed Respondent to be in violation of certain fire regulations that he had obtained. Holzworth responded that Turner, the industrial relations manager, had assured him that the situation was safe, to which Burnworth declared that Turner did not have to work in it.

Burnworth and Bittner then proceeded to the grain building, agreeing en route that they would not change socks if welding was underway. Upon arrival, they found the building to be immaculately clean, perhaps more so than they had ever seen it, and that the windows had been opened to achieve maximum ventilation. Nor were welders then present, although a welding crew presently appeared.

Burnworth ascertained from the welders that they would be done in 10 or 15 minutes, and he and Bittner left the building to await that. Moments later, Marshall came upon them near the brewhouse. He asked why they were not

working, and Burnworth said it was unsafe in the grain building because of the welding. Marshall, first reciting the litany of precautions that had been taken, asked them to go to work and they refused.⁵

The three then went before Holzworth. Marshall related what had just happened, and Holzworth conferred with Turner by telephone. Pursuant to Turner's guidance, Holzworth recited anew the assorted precautions that had been taken and asked Burnworth if he still refused to work during welding. Burnworth said that he did, adding that the welding was almost over. Holzworth said that that was irrelevant and, still following Turner's instructions, announced that Burnworth was suspended pending further investigation. Bittner apparently was silent throughout this meeting and suffered no sanctions for his part in the matter. He changed the socks later that evening, after the welding had ended, aided by another employee.

On October 3, Burnworth received a notice of violation of plant rules or regulations. It states that he had violated plant rule 11-A by refusing to "perform assigned work or refusal to comply with supervisory instructions." It further states:

You are hereby suspended for one week from October 3, 1977, to and including October 9, 1977. You will report to work on your regular shift on Monday, October 10, 1977. Any further violations will result in a more severe disciplinary action.

On October 4, having been informed by Burnworth of the September 30 incident, Inspector Bowman sent Respondent a second citation concerning "welding and/or cutting in grain elevator"; on November 3, a fire prevention engineer for the City of Los Angeles recommended to Respondent by letter that "the removal of socks from the airveyor system should not be undertaken during welding operations"; and, on November 10, Respondent incorporated that recommendation in a newly posted procedure for cutting and welding.

Turner testified that the decision to suspend Burnworth was his alone and that, when he directed it on the 30th, he only knew that an employee, identity and circumstances unknown, had refused to follow orders. Turner embellished that, when he talked to Holzworth on the 30th, he "made no connection with the previous problem" of safety in the grain building. He testified elsewhere, however, that it was not necessary for Holzworth to go into particular detail with him on the 30th because "I was very familiar with the events leading up to this, because of the questions, because of my investigations, because of my discussion with various people." Consistent with this latter testimony, Marshall testified that he was aware, on September 30, that the controversy about safety in the grain building was "coming to a head" and that he assumed Burnworth to be "responsible." Marshall nevertheless denied that Burnworth was assigned the sock-changing operation that day to facilitate a confrontation.

Turner testified at one point that he did not learn of Burnworth's part in the written questions and comments until well after the suspension, only to concede that he first

⁵ Marshall testified that "they refused."

"suspected" Burnworth's authorship sometime between September 19 and 27.

The controlling labor agreement contains this no-strike, no-lockout clause:

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in a strike, work stoppage, or slowdown against the Company. The Company shall not cause, permit, or engage in any lockout of the employees covered hereby.

The agreement also contains this provision, under "Safety Rules":

No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based upon the claim that said job is not safe, or might unduly endanger his health, until it is determined by the Employer that the job is or has been made safe, or will not unduly endanger his health. Any dispute concerning such determination is subject to the grievance procedure.

B. Conclusion

It is concluded that Respondent violated Section 8(a)(1) by its suspension of Burnworth.

The conduct ostensibly triggering the suspension—Burnworth's refusal to change socks during welding on September 30th—was a concerted activity, normally protected by the Act, for two reasons. First, Bittner joined in the refusal;⁶ and second, even had Burnworth been acting alone, he was acting in arguable vindication of his right under the agreement to refuse "to work on a job if his refusal is based upon the claim that the job is not safe." As stated in *Roadway Express, Inc.*, 217 NLRB 278, 279 (1975):

[W]hen an employee makes complaints concerning safety matters which are embodied in a contract, he is acting not only in his own interest, but is attempting to enforce such contract provisions in the interest of all the employees covered under that contract. Such activity we have found to be concerted and protected under the Act.

Given Burnworth's arguable contract entitlement to refuse to work, it does not detract from the refusal's protected character that it may not, in fact, have comported with the correct interpretation of the clause in question. *The Singer Company, Climate Control Division*, 198 NLRB 870 (1972).

Burnworth's various safety activities before September 30th—discussing with his coworkers the safety of welding in the grain building and drafting the questions and comments in consultation with them, calling the situation to the attention of the fire department and the Division of Industrial Safety, and going over the questions and comments with Marshall on September 28th—likewise were

concerted activities, normally protected by the Act.⁷ It is inferable, moreover, that the suspension was motivated by the September 30 incident in combination with some or all of these activities and not, as Respondent would have it, by that incident in isolation. Most revealing of this, Bittner, a copartner with Burnworth on the 30th but not before, was not disciplined. Further to the same effect was Marshall's testimony that the safety issue was "coming to a head" on the 30th, with Burnworth assumedly at the core. That "the gun was loaded and cocked" was suggested as well by Turner's testimony that he was so abreast of the matter that a minimum of explanation was needed when Holzworth called to report the refusal to work. Finally, Respondent received Inspector Bowman's first citation earlier on the 30th—a development doubtless tending to bring things "to a head" that day and which doubtless was linked in management minds with Burnworth's safety activities.

Thus, even accepting Respondent's argument that the refusal to work on the 30th constituted a strike and that it was without statutory protection because of the no-strike provision, the suspension still was unlawful because provoked in part by Burnworth's other concerted activities, the protected status of which had not even arguably been waived through the bargaining process. Quoting from *Construction, Production & Maintenance Laborers' Union Local No. 383, affiliated with Laborers' International Union of North America, AFL-CIO (William Pulice Concrete Construction)*, 236 NLRB 125 (1978):

[T]o find a violation of the Act it need only be shown that a respondent's conduct was, in part, discriminatorily motivated, and the coexistence of separate lawful reasons does not eliminate the unlawful aspect of the conduct in question. In such cases, where a respondent's motivations are mixed, the Board has held that the legal effect of the conduct is the same as though the illegal reason for its action was the only operative reason.

Beyond that, Respondent's argument that the September 30 refusal was without protection because of the no-strike clause gives unwarranted breadth to the language of that clause. It states only that "the Union shall not . . ." nowhere proscribing employee action independently undertaken. To give it the broader sweep Respondent urges would be to ignore the precept that "the waiver of statutory rights is not lightly to be inferred"⁸ and "must be 'clear and unmistakable.'"⁹ Not only is such a waiver not inferable from the no-strike clause, as concerns situations such as the refusal on the 30th, it is directly belied by the clause permitting work refusals "based upon the claim that the job is not safe."

Also rejected is Respondent's argument that the September 30 refusal was unprotected because the clause just cited

⁶ *Union Boiler Company*, 213 NLRB 818 (1974); *Essex International, Inc.*, 213 NLRB 260 (1974); *Belfry Coal Corporation*, 139 NLRB 1058 (1962). Respondent's assertion is rejected that it had no knowledge that Burnworth and Bittner were acting in concert. As noted in a previous footnote, Marshall testified that when he asked them to go to work, "they refused."

⁷ E.g., *B & P Motor Express, Inc.*, 230 NLRB 653 (1977) (threat by employee to make safety-related complaint to a Federal agency); *Alleluia Cushion Co., Inc.*, 221 NLRB 999 (1975) (safety-related complaint by employee to a state agency); *Eric Strayer Company*, 213 NLRB 344 (1974) (safety-related complaint by employee to management).

⁸ *Gary-Hobart Water Corporation*, 210 NLRB 742, 745 (1974).

⁹ *Insurance Workers International Union, AFL-CIO, Local 60 (John Hancock Mutual Life Insurance Company)*, 236 NLRB 440 (1978).

permits refusals to work only "until it is determined by the Employer that the job is or has been made safe." Respondent assertedly having made such a determination. The issue of clear and unmistakable waiver aside, this argument is incompatible with the conclusion reached above that Burnworth's refusal gained statutory protection in part because it enjoyed arguable sanction under that same provision. The argument also assumes a fact not in evidence—namely, that any kind of good-faith determination had been made regarding the safety of coincident welding and sock-changing.

Apart from his protected concerted activities, Burnworth engaged in protected union activity by enlisting the union steward, Hendrickson, in aid of his safety campaign. If Respondent's suspension of him was motivated in part by this activity, the suspension of course violated Section 8(a)(3) as well as 8(a)(1). It is concluded, however, since the remedy would not be significantly affected, that there is no need to reach this issue.

It also is concluded, in light of the preceding analysis, that there is no need to assess the September 30 refusal to work in terms of Section 502 of the Act.¹⁰

CONCLUSIONS OF LAW

1. By suspending Randy Burnworth as found herein, Respondent violated Section 8(a)(1) of the Act.

2. This unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER ¹¹

The Respondent, Anheuser-Busch, Inc., Los Angeles, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Suspending or otherwise discriminating against its employees for engaging in protected concerted activities.

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

2. Take this affirmative action:

(a) Make Randy Burnworth whole for any loss of earnings or benefits suffered by reason of his unlawful suspension, plus interest.¹²

(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.

(c) Post at its brewery in Van Nuys, California, copies of the attached notice marked "Appendix."¹³ Copies of said notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respon-

dent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

¹⁰ Sec. 502 states that "the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work . . . [shall not] be deemed a strike under this Act."

¹¹ All outstanding motions inconsistent with this recommended Order hereby are denied. 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.

¹² Backpay is to be computed in accordance with *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest to be computed in the manner set forth in *Florida Steel Corporation*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

¹³ 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 parties participated and had a chance to give evidence, the National Labor Relations Board has found that we committed an unfair labor practice in violation of Section 8(a)(1) of the National Labor Relations Act, as amended, and has ordered us to post this notice and abide by it.

Section 7 of the National Labor Relations Act gives all employees the following rights:

To organize themselves

To form, join, or support unions

To bargain as a group through a representative they choose

To act together for collective bargaining or other mutual aid or protection

To refrain from any or all such activity except to the extent that the employees' bargaining representative and employer have a collective-bargaining agreement which imposes a lawful requirement that employees become union members.

WE WILL NOT suspend or otherwise discriminate against our employees for engaging in protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in their exercise of rights under the Act.

WE WILL make Randy Burnworth whole for any loss of earnings or benefits suffered by reason of his unlawful suspension, plus interest.

ANHEUSER-BUSCH, INC.