

IPC, Inc. and Frederick B. Gehrer. Case 31-CA-7299

September 29, 1978

DECISION AND ORDER

BY MEMBERS JENKINS, MURPHY, AND TRUESDALE

On July 25, 1978, Administrative Law Judge Gordon J. Myatt issued the attached Decision in this proceeding. Thereafter, Respondent filed 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 brief 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, IPC, Inc. Torrance, California, its officers, agents, successors, and assigns, shall take the action set forth in said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

¹ The Respondent has 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 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

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 had an opportunity to present evidence, the National Labor Relations Board has found that we committed certain unfair labor practices in violation of the National Labor Relations Act, as amended. We hereby notify you that:

WE WILL NOT discharge you because you engage in concerted employee activities for presenting, protesting, or seeking redress of complaints or grievances, or for other mutual aid and protection.

WE WILL NOT in any other manner interfere with, restrain or coerce you in the exercise of rights guaranteed you by Section 7 of the National Labor Relations Act, as amended.

WE WILL pay full backpay to Frederick B. Gehrer, Bruce Gray, Richard Lucero, and Larry Rethvisch covering the earnings they lost because we unlawfully terminated them, with interest.

IPC, INC.

DECISION

STATEMENT OF THE CASE

GORDON J. MYATT, Administrative Law Judge: The charge in this case was filed on August 10, 1977,¹ by Frederick B. Gehrer, an individual (hereinafter called the Respondent). On September 29, the Regional Director for Region 31 issued a complaint and notice of hearing on behalf of the General Counsel alleging that the Respondent engaged in unfair labor practices in violation of Section 8(a)(1) of the National Labor Relations Act, as amended (hereinafter called the Act), 29 U.S.C. §151, *et seq.* The complaint alleges, *inter alia*, that Respondent unlawfully discharged employees Frederick B. Gehrer, Bruce Gray, Richard Lucero, and Larry Rethvisch for the reason that they collectively ceased work and engaged in a protected concerted work stoppage to protest certain terms and conditions of their employment. The Respondent filed an answer denying certain allegations of the complaint and specifically denying the commission of any unfair labor practices.²

A hearing was held in this matter on January 31, 1978, in Los Angeles, California. All parties were represented by counsel and afforded full opportunity to examine and cross-examine the witnesses, and to present material and relevant evidence on the issues involved. Briefs were submitted by both counsel and have been duly considered.

Upon the entire record in this case³ and from my observation of the witnesses and their demeanor while testifying, I make the following:

FINDINGS OF FACT

I. JURISDICTION

The Respondent, IPC, Inc., is, and has been at all times material herein, a California corporation with its office and principal place of business located in Torrance, California, where it is engaged in the manufacture of mobile storage systems. In the conduct of its business operations, the Respondent annually sells and ships goods or supplies services valued in excess of \$50,000 directly to customers located

¹ Unless otherwise indicated, all dates herein refer to the year 1977.

² At the hearing the Respondent orally amended its answer to admit certain allegations of the complaint but did not retreat from the position that it had not committed any unfair labor practices.

³ Errors in the transcript have been noted and corrected.

outside of the State of California. The pleadings admit, and I find, that the Respondent is, and has been at all time material herein, an employer as defined in Section 2(2) of the Act engaged in commerce and in operations affecting commerce as defined in Section 2(6) and (7) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background Facts*

The Respondent's operation at the times material here consisted of a relatively small work force of approximately 18 employees. The employees were not represented by a union, nor was a union involved in the circumstances of this case.

The employees around whom the controversy centers in this matter worked in the Respondent's shop on the day shift.⁴ The Charging Party, Fred Gehrer, worked in the electrical department, Richard Lucero was employed in the carriages department, and Larry Rethvisch worked in the decking department. The fourth employee concerned here, Bruce Gray, was the quality controller, and his duties carried him throughout the entire shop.

The management officials and supervisory personnel in charge of the shop employees were: Don Hall, Respondent's president, who maintained an office on the second floor of the building away from the shop area; David Fenner, Respondent's vice president; and Milton Smith, shop superintendent. The testimony indicates that Hall was frequently away from the shop on business and exercised little direct supervision over the day-to-day work of the shop employees. Fenner, on the other hand, maintained an office on the shop floor and was often involved in the shop work, although he too was absent from the plant on occasions. The direct supervision of the shop employees was vested in Smith, who maintained a desk on the shop floor and engaged in actual production work.

B. *The Various Employee Complaints*⁵

Frederick Gehrer was employed by the Respondent as a shop worker in early September 1976. In early January of the following year, Gehrer was promoted to the position of shop superintendent and placed on salary. In mid-February, however, he was demoted back to shop worker at his own request because he did not want the responsibilities of the superintendent's job. Gehrer testified that when he was hired in September, Fenner informed him that he would receive job performance reviews 30 days, 90 days, and 6 months after his date of hire. Thereafter, all job reviews would be yearly.⁶ According to Gehrer's testimony, he felt that he was entitled to receive a 6-month review on March

3, 1977. He did not get a review, however, until July 25, at which time he received a 50-cents-an-hour pay increase.⁷ Gehrer's pay increase was made retroactive to July 10, and he testified that he complained to Fenner that it should have been retroactive to March. According to Gehrer, Fenner stated that he should have been happy with the increase he received. Gehrer also testified that he spoke with Shop Superintendent Smith about the failure to make his pay increase retroactive to March. Gehrer stated that Smith informed him that there was not much that he could do about it.

Both Fenner and Smith testified regarding Gehrer's pay increase in July. Fenner did not recall Gehrer voicing any complaints about the failure to make the increase retroactive to March. Smith, on the other hand, recalls that Gehrer voiced complaints about his pay raise being delayed on several occasions in the shop. Smith testified that he checked with Fenner and determined that Gehrer's pay raise was not late.

Having observed these witnesses while testifying and on the basis of Smith's admission that Gehrer had complained regarding the timeliness of his job performance review, I find that Gehrer did complain to Smith about what he conceived to be a delay in his job review. I further find that he complained to Fenner about the failure to make the pay increase retroactive to March.

On July 27, Gehrer, Ralph and Richard Lucero, and Larry Rethvisch were called into Hall's office. These employees were promoted to the position of foreman of their respective departments and give a 15-cent-an-hour premium pay increase.⁸ The uncontroverted testimony indicates that Hall detailed their new duties and responsibilities and asked if the employees had any questions. None of the employees asked questions, nor did they complain at that time about any conditions in the shop.

Bruce Gray testified that he was hired on December 20, 1976, as a shop worker. He was promoted to the position of quality controller on May 20, 1977. Several days prior to the promotion becoming effective, Gray and Smith were called into Hall's office and told of Respondent's plan to promote him. According to Gray's unrefuted testimony, Hall promised he would receive a job performance review in a month. Gray stated that he equated a job review with receiving a raise. In early July, Gray went to Fenner's office with Smith and informed him of Hall's promise of a job review after he had been in the position for a month. Fenner stated he was not aware of Hall's commitment to the employee, and Smith explained that it had been made. Fenner then told the employee that he should see Hall on the matter. Gray testified that he did not talk to Hall about the matter because all reviews were usually made by Fenner.

Smith did not testify at all regarding Gray's conversations with Hall or Fenner. However, Fenner testified that

⁴ The testimony indicates that the Respondent employed a night crew but does not indicate whether this crew performed work in all of the departments in the shop.

⁵ Larry Rethvisch did not appear at the hearing or testify as a witness. The parties agreed, however, as to the facts concerning Rethvisch's employment and that he engaged in the same conduct as the other employees.

⁶ Job reviews were generally accompanied by a pay increase, although the testimony indicates that wage increases were not automatically granted at the time of the reviews.

⁷ Gehrer recalled that the job review took place on July 20, but Fenner, testifying from his notes taken during the review, placed the date as July 25. Because the notes were taken contemporaneously with the review, I find that it is a more reliable indication of the date on which the event occurred.

⁸ Although the employees were designated "foreman," the parties stipulated at the hearing that they were in fact leadmen with no supervisory responsibilities within the meaning of the Act.

he did conduct a job review of Gray's work on July 26. He stated that he advised Gray his work was not up to the Respondent's standards and that he would not receive a pay increase. He told the employee that he would be given another review in 30 days and if his work came up to standards, he would receive a pay increase. According to Fenner, Gray was very unhappy but voiced no complaints regarding the timeliness of the review or the working conditions in the shop.

Richard Lucero was hired on April 7 as a shop worker in the carriages department. As noted above, Lucero was appointed leadman in that department on July 27. Lucero testified that he received his first job review in May from Fenner. He stated at that time he complained to Fenner about the fact that the employees did not have sufficient tools and had to share the existing tools with other employees. He also complained about the lack of a water fountain in the shop.⁹ According to Lucero, Fenner stated that management was working on the problems. Lucero further testified that he voiced the same complaints to Fenner in June or July.

On August 3 or 4, Lucero was in the shop and overheard Fenner telling Rethvisch that as a leadman in his department he was also responsible for the work of the night crew in that department. Lucero became very concerned over this additional responsibility, and he asked Smith if he too were responsible for the night crew's work in his department. According to Lucero, Smith replied that "[he] didn't know, [he] guessed so."

Fenner testified that he spoke to Rethvisch in the plant on August 3 or 4 about the work of the night crew in his department. According to Fenner, Rethvisch was concerned about being held responsible for the work of the night crew and he (Fenner) explained that Rethvisch was not responsible for the work but was required to check it each morning. Fenner stated that Rethvisch was upset and acted as if he were being mistreated by management.

C. The Events of August 4, 1977

All of the employees involved herein were at work on August 4, except Gehrler who had reported in sick. The testimony of Gray and Richard Lucero indicates that at approximately 2:30 p.m. Richard and Ralph Lucero,¹⁰ Gray, and Rethvisch gathered at Smith's desk in the shop and began discussing the additional responsibilities of the leadmen, the failure of the Respondent to have a water fountain in the shop, and the need for additional tools. While the employees were engaged in this discussion, Smith came up and directed them to go back to work. According to the testimony of Gray and Lucero, the employees asked Smith to arrange a meeting with Hall so they could discuss their complaints. They testified that Smith indicated that he would speak to Hall and see if he could set up a meeting. Richard Lucero testified that he told Smith if a meeting was not held the following morning, he might be "sick" and

⁹ Because there was no water fountain in the shop, the employees had to go to the restroom in order to get drinking water.

¹⁰ Ralph Lucero had been promoted leadman in the metal department at the same time that the others were promoted to similar positions in their departments on July 27.

walk out. Lucero further testified that after the employees' conversation with Smith, he observed Hall, Fenner, and Smith talking in Fenner's office.

Smith admitted that the employees were grouped together on August 4, and he recalled that they were discussing the additional duties placed on the leadmen. According to Smith, he promised the employees that he would speak to Fenner and see what he could do "as far as letting them discuss." Smith could not recall whether the employees requested a meeting with both Fenner and Hall. Nor could he recall whether the employees indicated they would walk out if the meeting did not take place the following day. Smith was also unable to recall whether he spoke with Fenner or Hall later that day about the employees' complaints, although Fenner testified that no mention of employee grievances had been made.

Based on Smith's admissions that the employees were complaining, at least about the increased leadmen's responsibilities, and that he promised to speak to Fenner "[to let] them discuss," I find that during the conversation with Smith the employees expressed their full panoply of complaints about conditions in the shop. I further find that the employees told Smith they wanted to meet with Hall and Fenner and would walk out if the meeting did not take place the following day. Although Smith was unable to recall whether he conveyed the message to Hall and Fenner, I find the facts here warrant the inference that he reported the employees' complaints to Fenner and Hall when he met with them that afternoon.

After the employees left work on August 4, Gray contacted Gehrler at home and informed him of the employees' request for a meeting with management and the decision to walk out if the meeting did not take place. Gehrler agreed to join the employees in this action.

On August 5, the employees reported to work and Lucero asked Smith if there was going to be a meeting with Hall. Smith replied that he was not sure. The employees determined that Hall was not in the plant and had left for the weekend. Gehrler testified that he observed Fenner turn out the lights in his office and leave the plant with his personal belongings. Gehrler questioned Smith and was informed that Fenner would return in the late afternoon. However, Gehrler told the other employees that Fenner had left and no one knew when he would return. The employees bunched together to discuss their course of action. Smith then came up and instructed them to return to work. When they asked Smith if there was going to be a meeting, he replied that he was not certain but indicated that he had spoken to management.

At the morning break, approximately 9:15 a.m., the employees again gathered together to discuss what action they would take. After the break was over Smith instructed them to return to work. One of the employees asked, "[W]hat if we don't want to work?" Smith then directed them to return to their work or punch out and leave. Smith left the employees and returned to a welding job he was performing in the shop. The testimony indicates that the employees walked out from the plant at approximately 9:45 a.m. without informing Smith that they were leaving.¹¹

¹¹ Although Ralph Lucero was in the group while they were discussing management's failure to have the meeting in the shop, he remained at work.

The testimony indicates that Gehrler went to his home and Lucero, Gray, and Rethvisch went to the beach. Upon leaving the beach, the three employees decided to go trapshooting. They picked up their shotguns, which were in cases, and went to the shooting range. The employees testified that at approximately 4 p.m.—just about the end of the day shift—the three returned to the Respondent's plant in Gray's automobile. They returned so that Richard Lucero could meet his brother and get a ride home. Lucero went into the plant where he was confronted by Smith. Smith asked him to leave the premises, and he did.

While Lucero was in the plant, and employee, Joseph Walsh, observed Gray's automobile and walked over to speak to Gray and Rethvisch. He told the employees that Smith had informed him they had been terminated for walking out. According to the testimony of Walsh, who was a close friend of Hall and had worked for Hall since he was 14, he observed two exposed shotguns in the rear of the car and empty beer cans on the floor. He further testified that after he told the employees they had been terminated, Rethvisch became upset and threatened to shoot Fenner. He stated that the employees told him they would return to work Monday morning.

Gray admitted that shotguns were in the back of the car in gun cases, as the employees had been trapshooting. He denied, however, that Walsh came over to the automobile and spoke to him and Rethvisch. He also denied that Rethvisch made any threats against Fenner. Lucero testified that he went directly into the plant and did not see Walsh at the car. In a written statement regarding the conversation with the employees at the automobile, purportedly given to Fenner later that afternoon, Walsh claimed that he saw two gun cases rather than exposed shotguns as indicated by his direct testimony. In light of his obvious bias in favor of Hall and his apparent willingness to color his testimony at the hearing, I do not place much reliance on Walsh's testimony. I do find, however, contrary to Gray's denial, that he did approach the car and talk with Gray and Rethvisch. I do not find it necessary to determine whether Rethvisch threatened to shoot Fenner. If this threat were voiced, it was expressed outside of the plant to an employee rather than directly to Fenner. In these circumstances, the threat, if made, is not relevant to the issues to be decided here.

On August 8, Gray, Gehrler, and Rethvisch reported to the Respondent's plant at their normal starting time of 7:30 a.m.¹² As the employees approached the timeclock, Smith met them and told them they had been terminated for leaving the plant without notifying him the previous Friday. The employees asked to see Fenner, and Smith accompanied them to Fenner's office. According to the testimony of Smith and the two employees, Fenner stated that the employees "had terminated themselves." They then asked for their paychecks and were told by Fenner that they would receive them on the regular payday.¹³

Fenner on the other hand testified that he asked the employees if they had anything to say. He stated that they

offered no explanation and merely asked for their paychecks. He told the employees that they had terminated themselves by their actions and that they would receive their pay on the regular payday.¹⁴ All witnesses were agreed that during this conversation none of the employees expressed any complaints about the grievances they had against the working conditions at the plant.

Gehrler testified that after his termination, he contacted the Respondent's office about reemployment but was not hired. The record indicates that on January 9, the Respondent sent a mailgram to all four of the employees offering reinstatement. Richard Lucero was the only employee who accepted the Respondent's offer, and he returned to work on January 23. None of the employees were offered or given backpay for the period following their termination until the offer of reinstatement.

Concluding Findings

The evidence and testimony in this case fully support a finding that the discharged employees were engaged in concerted activity protected by Section 7 of the Act when they sought a meeting with Respondent's higher officials regarding their complaints. It has been long established that employees have a legitimate interest in acting concertedly to make known their views to management, even though no union activity is involved or collective bargaining contemplated. *N.L.R.B. v. Phoenix Mutual Life Insurance Company*, 167 F.2d 983, 988 (C.A. 7, 1948), cert. denied 335 U.S. 845.

The Respondent here appears to argue that the employees were pursuing individual complaints and not acting in concert when they sought the meeting with management on August 5. The facts found in this case, however, establish otherwise. Indeed, the Respondent's brief admits the four employees "were concerned with added [leadmen's] responsibilities and retroactive pay due to their recent promotions." Thus the Respondent's attempt to categorize these matters as individual complaints, not for the mutual aid and protection of all employees, is misdirected. Clearly the issue of timeliness of job reviews and pay increases was a matter of mutual concern for all employees. Likewise, the delineation of the responsibilities of the leadmen was a matter of concern for the current leadmen as well as those employees who might be promoted to such positions.

Moreover, the complaints of the four employees included the lack of a water fountain in the shop and the Respondent's failure to supply an adequate amount of tools for the employees. Hence, the Respondent's reliance on *N.L.R.B. v. C & I Air Conditioning, Inc.*, 486 F.2d 977 (C.A. 9, 1973) (employee's refusal to carry stoves up an unsafe stairway found to be an individual complaint), is misplaced, and that case is inapposite.

Respondent also contends that the four employees walked out of the shop on August 5 without making known their grievances to management, and thus removed themselves from the protection of the Act. But the facts as found here do not support the Respondent's contention. The Su-

¹² Lucero did not report to work because Smith told him he had been terminated, and his brother, Ralph, confirmed it that evening when he came home from work.

¹³ Fenner was subsequently overruled by Hall on this decision, and the employees' paychecks were mailed to them that day.

¹⁴ The Respondent had a written shop rule against unauthorized absences. (Resp. Exh. 2.) Under this policy, the failure to report an absence to a superior was the subject for dismissal.

preme Court has held that "employees [do not] necessarily lose their right to engage in concerted activities under §7 merely because they do not present a specific demand upon their employer to remedy a condition they find objectionable," and "[t]he language of §7 is broad enough to protect concerted activities whether they take place before, after, or at the same time such a demand is made." *N.L.R.B. v. Washington Aluminum Co.*, 370 U.S. 9, 14 (1962). Thus, it was not necessary for the employees to express their complaints to management at the time they engaged in the concerted walkout. Cf. *Union Boiler Company*, 213 NLRB 818 (1974).

Nevertheless, the facts here disclose that Respondent's management was made aware on August 4 of the employees' desire for a meeting to discuss their complaints. The evidence indicates that on that date, Lucero, Gray, and Rethvisch informed Smith that they wanted to meet with Hall and Fenner and that they voiced dissatisfaction over at least the matter of leadmen's responsibilities as well as the retroactivity of their pay increases.¹⁵ The credited testimony also indicates that Smith met with Hall and Fenner, in the latter's office, following his conversation with the employees. Accordingly I find that Respondent's management was not only aware that the employees wanted to meet to air their complaints, but also that management was aware that the employees contemplated walking out if the meeting was not forthcoming.

The issue then becomes whether the employees forfeited the protection of the Act by their subsequent conduct in pressing their demands. I find that they did not. When the employees determined on August 5 that Hall and Fenner were not available to meet with them, they walked out of the shop in protest. The fact that Smith may have informed them prior to the walkout that Fenner was expected to return that afternoon does not in any way make their conduct less legitimate. It merely suggests that the employees might have been wiser to remain to determine if a meeting would be held later that day. The reasonableness, or lack thereof, of the method of protest to enforce legitimate demands does not determine the legality of the action taken by the employees. *N.L.R.B. v. Washington Aluminum Co.*, *supra*; *American Truck Stop, Inc.*, 218 NLRB 1038 (1975); *Magna Visual*, 213 NLRB 162 (1974); *Plastilite Corp.*, 153 NLRB 180 (1965), *affd.* in pertinent part 375 F.2d 343, 349-350 (C.A. 8, 1967).

Thus, the walkout of the employees in protest of management's failure to meet with them concerning their complaints was clearly concerted activity fully protected by Section 7 of the Act. Their discharges by the Respondent for ascertaining this protected right violated Section 8(a)(1) of the Act. *N.L.R.B. v. Washington Aluminum Co.*, *supra*; *American Truck Stop, Inc.*, *supra*; *South Central Timber Development, Inc.* 230 NLRB 468 (1977).

The Respondent also contends that the failure of the employees to notify Smith they were leaving was in direct violation of an established shop rule and justified the discharges. But the interdiction of such a rule to penalize employees for engaging in concerted activity protected by

Section 7 of the Act is neither countenanced nor permissible. If it were otherwise, it would condition employee exercise of a protected right upon the permission of the employer. *N.L.R.B. v. Washington Aluminum Co.*, *supra* at 16-17. Therefore, the Respondent's argument in this regard is without merit.

Nor does the subsequent conduct by Gray, Lucero, and Rethvisch, when they returned to the plant that afternoon, vitiate this finding in any way. As noted, employee Walsh testified that Rethvisch threatened to shoot Fenner when told by Walsh that the employees had been discharged for walking out. This threat, if made, does not cause the protesting employees to lose the protection of the Act.¹⁶ The statement attributed to Rethvisch was not made to Fenner directly, but rather to a fellow worker outside of the plant. It did not in any way influence the Respondent's decision to discharge the employees, as that decision had been made earlier that afternoon. In these circumstances, such a statement, if indeed it was made, is not relevant to a determination of the issues in this case.

In sum, I find that the four employees here were engaged in protected concerted activity when they walked out over failure of management to meet concerning their legitimate complaints. It follows that their discharges for engaging in this protected activity were in violation of Section 8(a)(1) of the Act.

CONCLUSIONS OF LAW

1. The Respondent, IPC, Inc., is an employer within the meaning of Section 2(2) of the Act engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. By discharging employees Frederick B. Gehrler, Bruce Gray, Richard Lucero, and Larry Rethvisch for engaging in protected concerted activity, the Respondent has violated Section 8(a)(1) of the Act.
3. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act, the Respondent shall be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. Since the Respondent made an unconditional offer of reinstatement to the discharged employees on January 9, 1978, and Richard Lucero was the only employee to accept this offer, it shall be recommended that the Respondent pay back wages to each of the discharged employees from the date of the unlawful termination of their employment to the date of the offer of reinstatement. The fact that Richard Lucero did not attempt to report to work with the other discharged employees on August 8 does not destroy his entitlement to backpay. When Lucero returned to the plant on the afternoon of August 5, he was told by Smith to leave the premises because he had been terminated. Therefore it would have

¹⁵ I find that during the discussion between Smith and the employees on August 4, the matter of the water fountain and the tools was also brought up by the employees.

¹⁶ As previously indicated, I do not consider Walsh to be a reliable or unbiased witness.

been a futile act on his part to have attempted to report to work the following Monday. In light of this, I find that Richard Lucero is entitled to back wages along with the other discharged employees.

Backpay shall be computed with interest thereon, in the manner prescribed by *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).¹⁷ In addition, the Respondent's unlawful conduct strikes at one of the fundamental concepts undergirding the Act, i.e., the right to employees to engage in protected concerted activities, and a broad cease-and-desist order is required to remedy this violation. *Entwistle Mfg. Co.*, 120 F.2d 532, 536 (C.A. 4, 1941); *P. R. Mallory and Co., Inc., v. N.L.R.B.*, 400 F.2d 956, 959-960 (C.A. 7, 1968), cert. denied 394 U.S. 918 (1969); *N.L.R.B. v. The Bama Co.*, 353 F.2d 320, 323-324 (C.A. 5, 1965).

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

ORDER¹⁸

The Respondent, IPC, Inc., Torrance, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interfering with, restraining, and coercing employees by discharging them because they engaged in concerted activities for presenting, protesting, or seeking to redress complaints or grievances, or for other mutual aid or protection.

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

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

(a) Make whole Frederick B. Gehrler, Bruce Gray, Richard Lucero, and Larry Rethvisch in the manner set forth in the section of this Decision entitled "The Remedy" for any loss of earnings incurred by each of them as a result of the unlawful termination of their employment on August 5, 1977.

(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 and relevant to analyze and compute the amount of backpay due under this recommended Order.

(c) Post at its Torrance, California, plant copies of the attached notice marked "Appendix."¹⁹ Copies of said notice, on forms provided by the Regional Director for Region 31, after being duly signed by the Respondent's authorized representative, shall be conspicuously posted by it immediately upon receipt thereof, and maintained by it for 60 consecutive days thereafter, in 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 31, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

¹⁷ See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

¹⁸ 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.

¹⁹ 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."