

make them whole for any loss of pay they may have suffered as the result of the discrimination against them, in the manner described in the Trial Examiner's Decision.

WE WILL NOT interrogate employees concerning activities on behalf of the above-named or any other labor organization, in a manner constituting interference, restraint, or coercion violative of Section 8(a)(1) of the Act.

WE WILL NOT threaten employees with a closing of the plant or other reprisals, in order to discourage union membership or activities.

WE WILL NOT create the impression among our employees that we are engaging in surveillance of their union activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

FINESILVER MANUFACTURING COMPANY,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE.—We will notify the above-named employees if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 6617 Federal Office Building, 515 Rusk Avenue, Houston, Texas 77002, Telephone 228-4722.

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**Enduro Metal Products Co., Inc. and Local 194, Metal Polishers,
Buffers International Union, Hudson and Bergen Counties.**
Case 22-CA-2614. September 28, 1966

DECISION AND ORDER

On July 5, 1966, Trial Examiner Boyd Leedom issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Decision and a motion for a new trial.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, and Zagoria].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The

rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and motion for a new trial,¹ and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.²

[The Board adopted the Trial Examiner's Recommended Order with the following modifications:

[1. Delete the period at the end of paragraph 1(c) and at the end of the fourth indented paragraph of the Appendix, and add the following:

[except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a) (3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.]

¹ The Board finds no merit in Respondent's motion which seeks a new trial on the grounds that witnesses were not excluded from the hearing room prior to testifying, and that no opportunity was afforded for oral argument at the close of the hearing. At no time during the course of the hearing did Respondent request that any witnesses be excluded from the hearing room. Nor did the Respondent make a request for oral argument pursuant to Section 102.42 of the Board's Rules and Regulations, Series S, as amended, which entitles a party to a reasonable period for oral argument at the close of the hearing, "upon request." In any event, Respondent had full opportunity to present its position in the brief which was filed with the Trial Examiner.

² Respondent is a New Jersey corporation, with principal office and place of business in Saddle Brook, New Jersey, where it is engaged in the manufacture, sale, distribution, and installation of food service equipment products. During the year preceding the issuance of the complaint, it manufactured, sold, and distributed at its plant, products valued in excess of \$50,000, of which, products valued in excess of \$50,000 were shipped directly to States other than the State of New Jersey. The complaint alleges, the answer admits, and we find that Respondent is engaged in commerce within the meaning of the Act.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This case was tried before Trial Examiner Boyd Leedom in Newark, New Jersey, on April 11, 1966. The complaint, dated February 11, was issued pursuant to a charge filed January 5, 1966, and alleges that Respondent violated Sections 8(a)(1) and (3) and 2(6) and (7) of the National Labor Relations Act, as amended, in a dispute with two of its employees over holiday pay.

Respondent fabricates stainless steel kitchen equipment. The two employees involved are Edward Haefliger and Thaddeus Conrad, metal polishers, represented by the Union named in the caption hereof. Sidney R. Katz, president and sole stockholder of Respondent corporation (and who appeared in this matter for himself), contended holiday pay was not due, while both employees claimed that it was, under the collective-bargaining agreement in effect between the Union and Respondent. Stanley Wierchowicz, president and acting business agent of the Union, intervened in an effort to adjust the matter. While Katz yielded on the point in that he paid the wages in dispute, no harmonious solution was reached.

A few days after the discussions on the subject of the holiday pay, Haefliger was discharged. This discharge along with an earlier temporary layoff of both the employees, and the denial to each of 1 hours' pay granted all other employees for time spent in attendance at an office party, are alleged to be violations of the Act.

The thrust of the General Counsel's case is that these acts were reprisals for the employees' protected activity in seeking what they thought was due them under the collective-bargaining agreement. On the other hand Respondent contends that Haefliger's discharge was for lawful cause, that is, unauthorized visiting on the job.

at a time when he should have been working, and that the temporary layoffs, and the denial of the hours' pay were justified actions, unrelated to the dispute over wages.

On the basis of the evidence adduced, the demeanor of the witnesses as I observed them on the stand, and on the briefs filed in behalf of the General Counsel and the Respondent, I make the findings of fact and conclusions of law hereinafter set forth; and recommend that violations of the Act be found essentially as alleged in the complaint.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

These facts, here found, are not in dispute: both Haefliger and Conrad were in economic layoff status in December 1965. When Katz telephoned Conrad on December 22 to notify him that he was to come back to work, he asked whether Respondent would have to pay him for the Christmas and New Year's holidays. Conrad indicated that he did not know how the contract provisions would apply, and that he would consult the business agent of the Union. Katz told Conrad to report for work and he did report prior to Christmas.

Haefliger was recalled later and went to work on December 29.

Conrad had advised Wierzchowicz, acting business agent, of the problem of holiday pay on December 23. On December 30 Katz told Haefliger that he would not be paid for New Year's Day. Thereafter Haefliger also called Wierzchowicz about the holiday pay. On December 31 Wierzchowicz made a trip to Respondent's plant and conferred with Katz in an effort to get him to agree to make the wage payments in dispute. Failing in his first conference he went to the two employees and asked them to go with him to Katz' office to hear Katz state his position.

At this point in the chronology of events there is dispute in the testimony as to just what was said and done. There is general agreement, however, on certain subsequent facts. From the testimony bearing on these I find and conclude that pursuant to the direction of Katz given during the conference on pay, both employees took temporary layoff that started on the following Monday, January 3, 1966, at 12 m. Both employees treated the temporary layoff as one specifically designated by Katz to continue for a half day only, and accordingly both returned to the plant and went to work on Tuesday morning, January 4. There is no substantial dispute as to these facts; but there is as to how long the layoff was to last.

It is also undisputed, and I find, that on that same Tuesday morning after both employees had been at their work, and sometime around 9 o'clock, Haefliger was summoned by a fellow employee, left his work, and walked the greater part of the length of the shop to a place where an acquaintance, Otto Kielhorn, stood. Kielhorn was in the plant looking for employment. Haefliger and Kielhorn visited there for an uncertain period extending from 3 to possibly as much as 20 minutes, where they were observed by Katz through a window in his office overlooking the work area. After Katz had observed Haefliger's idleness for the uncertain period, he left his office, went to Haefliger, and fired him on the spot.

There are other relevant facts undisputed, bearing on the alleged discriminatory denial of 1 hour's pay to Conrad and Haefliger: I find and conclude that all of Respondent's employees were authorized to quit 1 hour early on December 31, to join in a holiday office party. On receiving word of this arrangement through a fellow employee, both Conrad and Haefliger, along with all the other employees, quit 1 hour early and attended the party. All of the employees received pay for a full 8-hour day notwithstanding they did only 7 hours' work, excepting the two named who received only 7 hours' pay.

Whether Haefliger was unlawfully discharged, and whether the temporary layoff and the denial of the hours' pay, were unlawful discrimination against the two employees involved, depends in a large part on what occurred and what was said, during conversations between Katz, the two employees, and the acting business agent of the Union, concerning holiday pay. On this question there is a fairly sharp dispute in the evidence.

The question was whether a contract provision requiring that an employee work with the employer 3 weeks before he got holiday pay, applied to an employee recalled from an economic layoff. The correct interpretation of the contract and whether the employees were right in their contention that this contract provision did not apply to them as recalled employees, is not of legal significance and is not resolved. Right or wrong the employees are protected in their reasonable pursuit of a favorable interpretation.

Wierchowicz, union representative, testified that Katz told him that Katz knew they were entitled to the holiday pay, but if they demanded it he was going to make it so miserable and unbearable for them that they would quit; he then went out to get the two employees, advised them Katz was making threats and brought them to Katz so they could hear firsthand what he had to say; when he brought the two employees into Katz' presence Katz repeated what he had said before, that if the employees insisted on payment he would treat them in such manner that they would quit; and Conrad then said that Katz could make it miserable for them if he chose but they wanted their pay. At this point, according to Wierchowicz' testimony, Katz got up from his desk, looked at his watch and said "It is 11 o'clock now. According to the contract I am giving you 24 hours' notice. Monday, at 12 o'clock, you punch out and you are laid off."

Asked by Conrad if they were to be laid off permanently, the union agent testified that Katz said "No, you can come back Tuesday. But Monday you are laid off." Wierchowicz testified that he then sought to get a reconsideration from Katz after the employees had returned to their work stations but that Katz was adamant and indicated that if the employees were going to insist on the letter of the contract he was going to do likewise, hence the 24-hour notice of the layoff; that after he left the plant and allowed time for Katz to become less perturbed, he called and asked again for reconsideration, and that Katz said over the telephone he would think about it and stated to him, he would not have laid the men off on Monday if it had not been for their demand that they be paid for the holidays.

The testimony of Conrad as to the conversation in Katz' office, corroborates that of Wierchowicz in its significant and essential points. Haefliger, who testified in less detail as to the precise conversation, also confirmed the testimony of both Wierchowicz and Conrad that Katz told them if they insisted on their pay he would make it so miserable for them they would quit.

These three witnesses also testified that the temporary layoff, for which Katz admittedly gave the 24-hour notice, was made clear by him to be a layoff of one-half day beginning at 12 m. on the next Monday, January 3, 1966; and that when the notice of the layoff was given no reason therefore was expressed by Katz.

Inasmuch as Katz appeared as attorney for himself, his direct testimony was given in narrative form. In it he made no denial that if the employees insisted on holiday pay, he would make it so miserable for them they would quit. On cross-examination he testified "I may have said words to that effect in the heat. We were all pretty fired by that time, I believe." He also testified in his direct statement that he did not specify that the temporary layoff was to be for a half day, that he actually had in mind it would be for approximately a week, but in line with his usual practice of avoiding informing of layoffs before holidays, he had not given notice sooner; that when, however, the employees were so insistent on the contract terms, he gave the 24-hour notice required under the contract, being no longer concerned with their feelings as to notice of a layoff before the holidays. He then testified that on Monday, the day the layoff began, he had a conference with a customer that required a speedup in the shop on certain work, making unnecessary the layoff he had already imposed on Conrad and Haefliger and which he had meant to last for about a week; that when he returned to the shop that Monday evening, both employees had left and he was unable to tell them that evening they should report to work the next morning. They did report, however, as they understood their layoff was over.

As to the failure to pay the two employees for 8 hours' work on the day of the office party Katz testified in his direct recital that neither of his two categories of employees, that is the polishers on one hand, and the sheet metal workers on the other, knew that the Company was paying one category differently than the other, apparently regarding this lack of knowledge on the part of each category as to the pay being given the other to be in the nature of a defense to the charge of discrimination. He admitted on cross-examination that all employees, excepting Conrad and Haefliger, received 8 hours' pay although they worked only 7 hours, whereas the two named received only 7 hours' pay; also that there was in fact an office party, arranged not by himself but by his wife.

On the subject of the discharge, Katz testified that he went to his office about 5 minutes after 9 on Tuesday morning, the day of Haefliger's discharge, and saw Haefliger standing in the shop area talking to Kielhorn; that as he observed the conversation he timed it with his watch, and then after about 20 minutes of such observation he went out to the shop, over to Mr. Haefliger and told him "he was fired, that an employer, according to their contract, [was] entitled to [eight] hours

work for eight hours pay, and if he wanted to entertain and be friendly, he was to do it on his own time." He also testified that he laid off or fired Haefliger for misconduct and that the contention of the Government that the firing was illegal, in the face of "admitted misconduct . . . is an unwarranted intrusion on management prerogatives . . ." On cross-examination he testified that he did not know that he had a practice as to warning employees for such misconduct as he observed on the part of Haefliger, before making a discharge; that he had never had occasion to complain about the quality of Haefliger's work, and could not approximate the dates of warnings he had given him about talking, but that there had been at least three such warnings; he also acknowledged that notwithstanding these warnings he had "rehired him on several occasions."

Considerable cross-examination related to the somewhat unusual circumstance that Katz discharged Haefliger for visiting and not working, at a time when, according to Katz' own version of the extent of the layoff, Haefliger should have been in layoff status and therefore not required to be at his job. Questioned by counsel for the General Counsel why he assumed Haefliger should have been working, when seen talking to the visitor, at a time when Katz himself had testified he should still have been in layoff status, Katz explained that at the time of the discharge he "knew" Haefliger was in layoff status but at that moment "it was not in my mind that he wasn't supposed to be working." Further that "At the time that I came upon Haefliger talking to Kielhorn, he was in working clothes, not working at his area, but he was in working clothes. I did not remember that I had laid him off. Frankly, not that I didn't remember, but it just was not in my mind at that given moment. And naturally, assuming that he was not an employee of mine he had no business being in this area of the building. There was nothing for him to do there, as he was on . . . as I thought on my time at the time." He testified further that the circumstance of the layoff status did not come to his mind during the fairly long period he said he was watching the unauthorized visit.

The Discharge of Haefliger

On the basis of the foregoing facts, and the inferences that I draw from them, and the findings hereafter made based on credibility resolutions, I conclude that Haefliger was discharged because of his insistence on a favorable interpretation of the collective-bargaining contract, resulting in his receiving holiday pay. According to Katz' own testimony he was angry over the contention respecting holiday pay, and in his anger made a statement substantially like the one attributed to him by the other participants in the conversation, that is, that if the employees insisted on the holiday pay he would make it so miserable for them they would quit. Such a forecast of reprisal seems to call for an inference from all the circumstances relating to the discharge, that the discharge was in fact recriminatory, and I draw such inference. More specifically, it does not seem probable that an employer, faced with a need to speed up work in a shop, would summarily discharge an employee who had been doing a workmanlike job, for such an offense as visiting with a prospective employee. The more probable course of conduct, absent a lingering spirit of retaliation, even granting that the employee had offended previously through unauthorized talking while at work, would have been to warn him as soon as the infraction was observed. Moreover, Katz' reference to the collective-bargaining contract in his discharge statement to Haefliger, "that as an employer, *according to their contract*, we were entitled to [eight] hours work for eight hours pay" quite clearly revealed the presence in his mind at the time of discharge, of his employees' earlier insistence on wages *according to their contract*, and the attitude that if strictness under the contract was good for the employee, it should also be good for the employer.

The conclusion of pretextual discharge is further supported by Katz' strong conviction that a justifiable cause for discharge always precludes a determination of discriminatory discharge. In his brief, which he wrote in his own behalf, he stated "Pretextual discipline can only be proved where there are no just grounds for such discipline existing. Such is not the case here, since Haefliger, by his own admission and the corroboration of other witnesses, was guilty of misconduct in misusing his employer's time for his own purposes." I infer, from this stated belief of his, that the "just grounds" for discharge served as a complete shield from any determination that the discharge was for pretextual reasons, tended to induce in Katz' unwarranted freedom of action, and such state of his mind thus adds plausibility to the conclusion that the discharge was in fact pretextual. Katz revealed unusual intelligence, and performed remarkably well in presenting his case even though he is not a lawyer, but his conclusion that just cause for dismissal will always preclude

determination of unlawful discriminatory discharge, is erroneous. Under the law just cause for dismissal of an employee is no defense if in fact the discharge was made because of an employee's assertion of a right existing under the Act. See *New York Trap Rock Corp., Nytralite Aggregate Div., etc.*, 148 NLRB 374, in which the Board found the discharge to be in violation of the Act, as it was provoked by the employees' repeated attempts to implement the provisions of the existing collective-bargaining agreement; and where it was conceded that the employee, after several unpleasant contacts with management, finally called the plant manager a liar, for which misconduct the Trial Examiner (reversed on the point by the Board) had found the employee was discharged.

For all the stated reasons I find and conclude that but for Haefliger's insistence upon his "rights" under the collective-bargaining agreement, he would not have been discharged, and I make such finding and conclusion notwithstanding that his unauthorized visiting on the job could have been "just" cause for the dismissal if it had been the real cause.

The Temporary Layoff

I credit the testimony of the witnesses Wierzchowicz, Conrad, and Haefliger that Katz made it clear when he gave the 24-hour notice of the temporary layoff, that the layoff was to be for a half day. Not only did these three men impress me favorably on the witness stand as they sought to reconstruct the conversation that took place at the time the notice of the layoff was given, but Katz' testimony to the effect no duration of layoff was fixed, is not persuasive. In the first place he admits he was angry when he gave the notice. This emotional state probably adversely affected his recollection of what he did say. In addition, his testimony that it was an indefinite layoff, intended by him but not announced to last about a week, supplemented by additional testimony concerning the business conference that required a change in his plan in respect to the employees, that would have put them to work at once, short of the anticipated week's layoff, and further involved by his own assumption that Haefliger was "at work" when discharged on Tuesday morning, seems to be more of a wishful rationalization than a factual recital. Moreover, Katz' own testimony that the employees' position on holiday pay did accelerate the layoff, is in its legal effect, a concession of violation, for in addition, he affirmatively testified that the layoff he had intended to make later (and which the employees' insistence on backpay accelerated) was never made because of subsequent developments affecting the workload in the shop. Thus by Katz' own testimony, there never would have been a layoff but for the employees' protected activity—the insistence on their interpretation of the collective-bargaining agreement. The layoff, therefore, necessarily violated the Act.

Lastly, the subsequent events support the conclusion that the employees were advised when laid off, that it was for a half day. That is to say, it seems unlikely that both would have returned to work as they did, on Tuesday morning, after the half-day layoff, contrary to the will of management.

The temporary layoff having thus been determined to have been announced by Katz to be for half day, the probative force of his disclaimer is weakened in its entirety. The result is that the whole of the testimony on the subject matter does not reasonably suggest any cause whatever for the layoff, excepting that it was a reprisal for the employees' insistence on holiday pay. I therefore find and conclude that this was the reason they were laid off. As in the case of the discharge, where Katz stated to Haefliger when he fired him, that he was only insisting on his rights as the employer *under the contract*, thereby relating his action to Haefliger's insistence on his contract rights, Katz' testimony in connection with the layoff, to the effect that the employees' insistence on *contract* terms relieved him of any concern for their feelings about a layoff ahead of the holidays, again reveals that he related their action respecting holiday pay with his action in the layoff.

The Denial of the Hour's Pay

The record reveals clearly that Respondent held a New Year's Eve office party, arranged by Mrs. Katz, whom I find did it for Respondent with ample authority, that all employees, including Conrad and Haefliger, were in attendance, and that all received a full day's pay, notwithstanding the short day's work to accommodate the party, excepting Conrad and Haefliger. No reason whatever appears in the record for the denial of the hour's pay to the two named employees, except that

Katz chose to take this action as another reprisal because of the employees' insistence on holiday pay. I therefore find and conclude that the reason they were each denied the pay was because Conrad and Haefliger insisted on being paid for the holidays, according to the pattern of the discharge and the layoff. Nothing emerges from either the evidence or from Katz' brief to counteract this finding of discrimination, except his claim that the other employees knew nothing of the denial of the pay to Conrad and Haefliger, and the erroneous conclusion Katz seems to draw therefrom that this circumstance prevents a finding of discrimination.

Thus I find and conclude that in the discharge of Haefliger, in the temporary layoff of Haefliger and Conrad, and in the denial to each of them of 1 hour's pay, Respondent has violated Sections 8(a)(1) and (3) and 2(6) and (7) of the Act as alleged in the complaint.

THE EMPLOYER AND THE LABOR ORGANIZATION

The Respondent is an employer and that the Union named is a labor organization within the meaning of the Act, is not in dispute and I find that Respondent is an employer and the Union a labor organization.

THE REMEDY

Having found that the Respondent has engaged in unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action of the type which is conventionally ordered in such cases, as provided in the Recommended Order below, and which action I find necessary to remedy, and to remove the effects of, the unfair labor practices, and to effectuate the policies of the Act. For the reasons which are stated in *Consolidated Industries, Inc.*, 108 NLRB 60, 61, and cases there cited, I shall recommend a broad cease-and-desist order.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in the case, it is recommended that the Respondent, Enduro Metal Products Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening Edward Haefliger and Thaddeus Conrad, or any other of its employees with economic reprisals for enforcing, or seeking to enforce their rights under the collective-bargaining agreement applicable between the said Respondent and Local 194, Metal Polishers, Buffers International Union, Hudson and Bergen Counties.

(b) Discharging, laying off, denying wages, or otherwise discriminating in respect to the hire and tenure of said Edward Haefliger and Thaddeus Conrad for enforcing or seeking to enforce their rights under the said collective-bargaining agreement.

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

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Offer to Edward Haefliger immediate and full reinstatement to his former, or to a substantially equivalent position, without prejudice to his seniority or other rights and privileges and make him whole for any loss of earnings suffered as a result of his discharge, by payment of a sum equal to that which he normally would have earned from the date of his discharge to the date of the Respondent's offer of reemployment, less his net earnings during said period, the computation to be in accordance with the formula stated in *F. W. Woolworth Company*, 90 NLRB 289, with interest thereon at 6 percent per annum, as provided in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

(b) Make full reinstatement to said Edward Haefliger, also to Thaddeus Conrad, by payment to them of a sum equal to the wages they would have earned during the time they were unlawfully laid off for a half day beginning at noon, January 3, 1966, and the wages due for 1 hour, unlawfully denied them, but earned by each on December 31, 1965, together with interest thereon as provided in the *Isis* decision cited in the preceding paragraph.

(c) Notify the above-named employee, Edward Haefliger, unlawfully discharged, if presently serving in the Armed Forces of the United States of his right to full

reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

(d) Post at its plant at 280 Midland Avenue, Saddle Brook, New Jersey, copies of the attached notice marked "Appendix"¹ Copies of said notice, to be furnished by the Regional Director for Region 22, after being signed by a representative of Respondent, shall be posted by it immediately upon receipt thereof, and be maintained 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 insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 22, in writing, within 20 days of the receipt of this Decision, what steps the Respondent has taken to comply herewith.²

¹ In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. If the Board's Order is enforced by a decree of a United States Court of Appeals, the notice will be further amended by the substitution of the words "a Decree of the United States Court of Appeals Enforcing an Order" for the words "a Decision and Order."

² In the event that this Recommended Order is adopted by the Board this provision shall be modified to read: "Notify the Regional Director for Region 22, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL offer to Edward Haefliger immediate and full reinstatement to his former, or to a substantially equivalent position, without prejudice to his seniority or other rights and privileges and make him whole for any loss of earnings suffered as a result of his discharge.

WE WILL pay to Edward Haefliger and Thaddeus Conrad, a sum equal to the wages they would have earned during the time they were unlawfully laid off for a half day beginning at noon, January 3, 1966; and also pay each the wages due for 1 hour, unlawfully denied them, but earned on December 31, 1965.

WE WILL NOT threaten Edward Haefliger or Thaddeus Conrad, or any other of our employees with economic reprisals, or impose any such reprisals, for enforcing or seeking to enforce their rights under the collective-bargaining agreement applicable between us and Local 194 Metal Polishers, Buffers International Union, Hudson and Bergen Counties.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights as guaranteed by Section 7 of the Act.

ENDURO METAL PRODUCTS CO., INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE—We will notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 National Newark Building, 744 Broad Street, Newark, New Jersey 07102, Telephone 645-3088.