

**Adams Automation & Manufacturing Company and  
George Smith. Case 7-CA-11501**

June 30, 1975

**DECISION AND ORDER**

**BY CHAIRMAN MURPHY AND MEMBERS  
FANNING AND JENKINS**

On March 31, 1975, Administrative Law Judge Almira Abbot Stevenson issued the attached Decision in this proceeding. Thereafter, the 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<sup>1</sup> and brief and has decided to affirm the rulings,<sup>2</sup> findings, and conclusions of the Administrative Law Judge and to adopt her 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 Respondent, Adams Automation & Manufacturing Company, Redford Township, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

<sup>1</sup> Respondent excepted generally to the Administrative Law Judge's Decision as contrary to the evidence and law but failed to except specifically to her findings that Respondent committed independent violations of Sec. 8(a)(1) of the Act or to discuss said findings in its brief. In these circumstances we seriously doubt whether Respondent has complied with Sec. 102.46(b) of the Board's Rules and Regulations, Series 8, as amended, which provides:

Each exception (1) shall set forth specifically the questions of procedure, fact, law, or policy to which exceptions are taken; (2) shall identify that part of the administrative law judge's decision to which objection is made; (3) shall designate by precise citation of page the portions of the record relied on; and (4) shall state the grounds for the exceptions and shall include the citation authorities unless set forth in a supporting brief. Any exception to a ruling, finding, conclusion, or recommendation which is not specifically urged shall be deemed to have been waived. Any exception which fails to comply with the foregoing requirements may be disregarded.

However, we do not find it necessary to decide whether Respondent has complied with the above rule inasmuch as we find, in any event, that the Administrative Law Judge's findings of violations of Sec. 8(a)(1) are supported by the record.

<sup>2</sup> 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 her findings.

**DECISION**

**STATEMENT OF THE CASE**

ALMIRA ABBOT STEVENSON, Administrative Law Judge: This case was heard at Detroit, Michigan, February 20, 1975. A copy of the charge, filed October 17, 1974, was served on the Respondent October 19, 1974. The complaint was issued December 17, 1974.

The issues are whether or not the Respondent violated Section 8(a)(1) of the National Labor Relations Act, as amended, by interrogating and threatening its employees if the Union were successful in its organizing efforts, by promising employees benefits and granting them pay increases for the purpose of defeating the Union; and whether or not it violated Section 8(a)(3) of the Act by discharging George Smith because of his activities on behalf of the Union. For the reasons fully set forth below, I conclude that the Respondent violated the Act substantially as alleged in the complaint.

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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**I. JURISDICTION**

The Respondent is a Michigan corporation located in Redford Township, Michigan, where it is engaged in the fabrication of special machines, dyes, fixtures, and related products. During the year ending December 31, 1973, which period is representative of its operations during all times material hereto, the Respondent purchased and received goods and materials valued in excess of \$50,000 directly from points outside Michigan, and sold and shipped products valued in excess of \$50,000 directly to points outside Michigan. The Respondent admits, and I conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**II. LABOR ORGANIZATION**

I find that International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

**III. THE UNFAIR LABOR PRACTICES**

**A. Introduction**

The Respondent admits, and I find, that Robert H. Spengler, its vice president, and Ralph Donnay, plant manager, are supervisors within the meaning of Section 2(11) of the Act.

The events of this proceeding occurred during the months of October and November 1974, a period marked by a union campaign to organize the Respondent's employees. Union-authorization cards were obtained on October 9; the Union advised the Respondent of the organizational drive by letter of October 14; a petition was

filed October 17; and an election was held November 25, which the Union lost by vote of 4 to 14.

George Smith has been employed at this plant since June 1972, before it was acquired by its present owners. He is a skilled tool-and-dyemaker and machine builder. In the fall of 1974 he was one of the three employees classified as a leader. His pay rate was \$7 an hour. On Wednesday, October 9, after there had been some discussion of unionism among the employees, George Smith visited the office of Local 157 of the Union and obtained authorization cards. On Thursday, October 10, he obtained the signatures of 19 of the Respondent's 22 employees.

#### B. *Violations of Section 8(a)(1) by Plant Manager Donnay*

Early the following morning, Friday, October 11, Plant Manager Ralph Donnay called Dye Leader Eldon Clare into his office and asked him what he knew about the Union talk in the shop. Clare replied he had first heard of it the day before when he was asked to sign a card. Donnay demanded to know why Clare had not told him when he first heard about it, and Clare said he had forgotten to do so. At that point, Smith entered the office and Clare told him that "the boss tells me they're organizing the shop," or words to that effect. Smith asked Donnay what was wrong with union organization, and Donnay replied that "he was afraid the union would come in and the shop would be closed up, and with the union in there we possibly wouldn't be able to hire any part-time help." A discussion of the subject ensued, Smith naming benefits employees had to gain by union representation, and Donnay arguing against unionization. The discussion broke up, and the three left the office. As Donnay passed by the bulletin board, he tore off the posted Saturday work schedule, threw it on the floor, cursed, and said, "Nobody works Saturday now."<sup>1</sup>

The above facts establish, and I find, that early on the morning of October 11, Plant Manager Donnay coercively interrogated employee Eldon Clare; threatened him and Smith that the shop would be closed and the hiring of part-time employees would be discontinued if the Union drive was successful; and threatened to cancel Saturday overtime work because of the employees' union activities. I conclude that this conduct tended to restrain and coerce the Respondent's employees in the exercise of their rights guaranteed by Section 7 of the Act, and therefore violated Section 8(a)(1).

#### C. *Unlawful Discharge of George Smith*

Shortly after this encounter, Smith obtained Donnay's permission to leave work because he was not feeling well. On his way home, Smith went by the local union office and left the signed authorization cards he had collected the preceding day. Shortly after 4:30 that afternoon, Smith received a telegram from the Respondent to the following effect:

JOB CANCELLED NO WORK AT PRESENT EMPLOYMENT  
TERMINATED PICK-UP TOOLS ADAMS AUTOMATION &  
MANUFACTURING COMPANY.

Smith telephoned Plant Manager Donnay and asked him the reason for his termination, and Donnay told him only that he had nothing to do with it, that it was "strictly Mr. Spengler." Smith saw Donnay when he went into the plant the next day to pick up his tools, and Donnay told him "he was sorry it happened," and repeated that he had had no part in Smith's termination. Smith had received no advance indication that he might be terminated, and the evidence indicates that there had been no talk in the plant of a layoff. Leader Eldon Clare credibly corroborated Smith's testimony that there were jobs on the floor for Smith to do, one of which was still there at the time of the hearing. Indeed, William Bloink, a machine builder doing work similar to Smith's and whom I find below was biased toward the Respondent, testified that he worked 50 hours a week until Christmas 1974; and the evidence set forth above in connection with Plant Manager Donnay's unlawful conduct indicates that employees were scheduled to work on Saturday the day after Smith was fired.

The Respondent contended, in its opening statement at the hearing, that Smith was laid off because of a poor work record and because business and economic conditions mandated his layoff. In its brief, the Respondent contends that Smith was discharged because he was the leader on a machine-building job for Fruehauf Company, which was the biggest job in the shop, and the Respondent had been previously advised, on September 30, that it would lose the Fruehauf job; that Smith had been selected at that time for layoff because he was a liability to the Company, as contrasted with other workers who could do the Respondent's work at less cost; that Plant Manager Donnay persuaded Vice President Spengler to let Smith stay on for 2 weeks to see if other work might come in to the shop; and that the Respondent had no knowledge of Smith's union activity, or of any union activity in the plant, before October 14 when it received a letter from the Union to that effect. These contentions are supported almost exclusively by the testimony of Vice President Robert Spengler. His testimony was, however, unconvincing.

Spengler created the strong impression of dissembling by beginning his testimony with the flat statement that the Respondent lost the Fruehauf job in September, and by thereafter conceding that he had merely ordered the work on the Fruehauf job held up at that time pending the outcome of negotiations for more money for the job. He insisted nevertheless that at the negotiations, which took place September 30, it was made "pretty evident" that the job was going to be cancelled. He then went on to admit that the job was not "officially" lost until some subsequent time, and was not finally moved out of the shop until early 1975.

In further support of his contention that the decision to terminate Smith was made prior to his union activity, and doubtless in an attempted explanation of the timing of the discharge, Spengler testified that when he returned to the

and Eldon Clare, who was a generally credible witness, and whose testimony was not impeached in any respect. Donnay did not testify.

<sup>1</sup> The findings as to Plant Manager Donnay's statements and conduct are based on the undenied and mutually corroborative testimony of Smith

plant on September 30, after the failure of the Fruehauf negotiations, he instructed Donnay to lay Smith off, but Donnay "said he had 2 weeks of work and asked if I would keep George 2 weeks to see if we got anything else, if I could bear with him." I cannot believe this. Donnay failed to take the witness stand and confirm it, and I hold for naught the purported corroboration offered by William Bloink to the effect that Donnay told him about it at the time, because I am convinced that Bloink had reason to tailor his testimony to fit his own and the Respondent's purposes. Moreover, if this had really happened, the natural, logical thing to do would have been to inform Smith of his precarious situation, and yet he was given no notice or advance warning that at the end of a 2-week period he might be terminated. Indeed, Smith was not told then, or at any other time, that the Fruehauf job had been lost or that it was that loss which might, or did, bring about his termination.

The Respondent's explanation of the selection of Smith as the employee to be terminated also breaks down under analysis. Thus, Spengler said at one point that it was his father who suggested George Smith for layoff, on their way home from the negotiations with Fruehauf, when he told Spengler "to lay George off or anybody else I didn't feel I needed that was related to that job." Spengler explained that his father selected Smith "Because he was the leader on the job." His father did not testify, so Spengler added that it was his normal practice to get rid of the leader first "when he's the highest priced man working on a job." Such self-serving testimony seems unlikely, because there had never before been a layoff at this plant by the Respondent, and its other plant, which is not involved in this proceeding, operates under a union contract.

Spengler went on to say that he selected Smith rather than machine-builder William Bloink, who was not a leader but who also worked on the Fruehauf machine, because Spengler felt Bloink was a better mechanic and his rate of pay was cheaper, being only \$6.75. And yet Spengler admitted that he gave 25-cents an hour pay raises to Clare, Butler, and five other employees (but not Bloink) only 3 days after Smith's termination, and to an eighth employee 3 weeks after that, as fully discussed below.

Although Spengler admitted that "a good sixty-five percent of the hours posted" by all the employees in this shop were on the Fruehauf job, he asserted that Smith was chosen for termination when that job was lost instead of either of the other two leaders, Clare and Butler, because the latter were "different types of leader[s]." Butler did not testify, but Clare corroborated Smith's testimony that Smith was qualified to work on all the jobs which came into the plant, adding that Clare himself was not.<sup>2</sup> Moreover, there is no evidence that the Respondent ever expressed dissatisfaction with Smith's work performance, before, at the time of, or after his termination.

<sup>2</sup> In view of Spengler's admission that so many employees worked on the Fruehauf job and the clear indication that Smith was the most highly qualified and versatile employee in the shop, I find it unnecessary to resolve the issue as to how much time Smith had been spending on the Fruehauf machine. Both the Respondent's timecards and Smith's testimony in relation to them prove to be unreliable. Indeed, Smith was so self-contradictory on this matter that I have credited him as to other matters

I cannot see that Spengler's additional testimony to the effect that he had lost two other smaller jobs in September, as well as a third such job which was thereafter regained, and that he was forced to layoff four additional employees the week after he laid Smith off, supports the Respondent's case. It is not contended that the decision to layoff those four employees was also made in September at the time those jobs were lost, as in the case of Smith and the Fruehauf job. On the contrary, the decision with respect to the four is said to have been made after Smith was terminated 2 weeks after the other jobs were lost, and put into effect sometime after that. Moreover, as the four employees were not shown to have had the seniority, experience, or qualifications possessed by Smith, the better treatment accorded them merely further undermines the Respondent's position.

Summarizing, I find that the reasons advanced by the Respondent for the termination of Smith are inconsistent, contradictory, and inherently implausible.<sup>3</sup> It follows that the reasons advanced were a pretext contrived for the purpose of concealing the true motive behind the termination.

The Respondent strongly urges that a discriminatory motive nevertheless cannot be found in the absence of direct evidence of knowledge of Smith's union activities. Despite the holdings in the specific cases cited by the Respondent, it is well established that such knowledge can be proved by circumstantial evidence from which a reasonable inference may be drawn. Here, George Smith obtained union-authorization cards and passed them out among the employees in the plant, obtaining signatures of 19 of the 22 employees. Early the next day, Plant Manager Donnay questioned Eldon Clare about the Union activity in the shop and learned of the solicitation of signatures to union cards. He reacted to this intelligence by admonishing Clare for not informing him immediately of the card solicitation, and in the ensuing discussion, Donnay was made fully aware of Smith's advocacy of unionization. This evidence alone is sufficient to impute knowledge by the Respondent of Smith's union activity. In addition, however, there is evidence fully supporting the inference that Spengler himself obtained this information. Thus, Spengler conceded that he depended on Donnay to keep him informed about what was going on in the plant including any union activity, and that he would consider any such information to be important. He also conceded that he was in the plant from about 10:30 or 11 a.m. until 1:30 or 2 p.m. on Friday, October 11; that he talked with Donnay while he was there; and that he and Donnay both had heard rumors of union activity before the Union's letter of October 14. In these circumstances and in view of Donnay's awareness of the card solicitation and Smith's strong union stance, and the importance attached to union activity intelligence by both Donnay and Spengler, it is

only where his testimony was undenied or corroborated by credible evidence.

<sup>3</sup> On the basis of the above discussion and of the General Counsel's impeachment of Spengler on the basis of his pretrial affidavit, I find the testimony of Robert Spengler not credible generally, including testimony that he had no first-hand knowledge that the Union was attempting to organize his shop prior to October 14.

reasonable to infer that the Respondent knew or suspected Smith's leadership role in the Union campaign.

In the light of all the circumstances, accordingly, including Smith's superior seniority, experience, and qualifications; the evidence of the Respondent's union animus; the unfair labor practices found herein to have been committed; the timing of Smith's discharge without prior warning the day after he obtained signed union cards from almost all the employees; the pretextual nature of the reasons given for the discharge; and the reasonable inference of knowledge of his union activities, I find that the real motivation was unlawful. I conclude therefore that a preponderance of the credible evidence establishes that George Smith was terminated for discriminatory reasons to discourage union activity and that it therefore violated Section 8(a)(3) and (1) of the Act.<sup>4</sup>

#### D. *Violations of Section 8(a)(1) by Vice President Spengler and Plant Manager Donnay*

Roger Goniwicha, a welder employed by the Respondent from April 22, 1974, until January 10, 1975, when he was permanently laid off, testified in support of this allegation. I credit Goniwicha because his demeanor was that of an honest disinterested witness and because the relevant events which he recounted were consistent with the other facts as found herein.<sup>5</sup>

On October 15, the Tuesday after Smith's termination, Goniwicha asked Donnay for a wage increase on the ground that he had been working for the Respondent 6 months without a raise, and Donnay responded that he would ask Spengler about it. The next day, October 16, Spengler and Donnay came to Goniwicha's work station, and Spengler asked him how he liked working at the plant. Goniwicha said he liked it fine. Spengler then asked him, "You did fill out a Union card, didn't you?" And Goniwicha confessed he had done so. Spengler asked why Goniwicha would want a union in the plant. Goniwicha named some of the benefits he hoped to gain from unionization, but Spengler told him that a union would only hurt him because Goniwicha was not a journeyman welder and he would not be allowed to do other jobs, such as training on the heliarc and grinder, when welding ran out as he had been doing, but would either be laid off or reduced to sweeping, if the Union did come in. Donnay then told Goniwicha that "they were more or less feeling out who was with them and who was against them." Goniwicha then stated, "If the union will hurt me, I don't want the union," and asked whether this was a good time to request a raise. Spengler replied that "the company was not financially set to give raises," but that he had authorized a raise for Goniwicha starting Monday. Spengler also told Goniwicha, "that as soon as the UAW man came in and said that he was going to take over for the men and do their bargaining for them he would just close down the shop" and "bring in the pattern shop," the other plant owned by the Respondent, because "he wouldn't want to wrestle with two different unions."

It is clear and I find that in this conversation on October 16, Spengler and Donnay coercively interrogated Goniwicha, threatened him, and impliedly promised him benefits in return for his opposition to the Union campaign. I conclude that the Respondent thereby interfered with, coerced, and restrained its employees in the exercise of Section 7 rights in violation of Section 8(a)(1).

#### E. *Wage Increases*

It is undisputed, and I find, that the Respondent gave the following wage increases to employees on the dates indicated: October 14, 1974: Fred Butler, \$6.25 to \$6.50, Eldon Clare, \$6.75 to \$7.00, Elmer Kottke, \$6.00 to \$6.25, Robert Gorlitz, \$4.25 to \$4.50, Gerald Garavaglia, \$5.25 to \$5.50, Roger Goniwicha, \$5.00 to \$5.25, and Michael Kay, \$3.00 to \$3.25. November 4, 1974: Wade Cowen, \$2.75 to \$3.00.

Spengler's explanation of this action was to the effect that he discusses pay raises with his father every Thursday at which time they go over "anything and all that happened throughout that week." He said that the decision to give the October 14 raises was made the preceding Thursday, before he knew about the UAW organization effort. He also testified that he apprised the employees affected on the Thursday before October 14. He added, "In fact, in one instance it was a Wednesday where a fellow confronted me with it right there and I told him I already authorized one for him." Although Spengler conceded that his alleged weekly wage reviews had resulted in only two or three increases during the entire period of several months before October 14 that he ran the plant, he explained that the comparatively large number given at this time was a "blanket raise" given to some of his people "to bring them up to par with other people. When I went in there I had leaders that were making more than other leaders, and people that were on the same scale weren't making the same rate. I brought people up to the equivalent rates."

This testimony follows the same pattern of inconsistency and self-contradiction as other testimony of Spengler as discussed above. It is also contradicted by the credited testimony of Roger Goniwicha, heretofore set forth to the effect that Spengler did not advise him of his October 14 increase until the Wednesday after that, October 16, and that the good news was imparted during a discussion of the Union interlaced with coercive interrogation and threats.

On this basis, and the entire record, I find that the Respondent gave wage increases in unprecedented numbers after learning about the Union campaign for the purpose of enticing employees to oppose the Union. I conclude that by such conduct the Respondent violated Section 8(a)(1) of the Act.<sup>6</sup>

#### IV. THE REMEDY

In order to effectuate the policies of the Act, I recommend that the Respondent be ordered to cease and desist from the unfair labor practices found and, in view of

<sup>4</sup> *Morgan Precision Parts v. N.L.R.B.*, 444 F.2d 1210 (C.A. 5, 1971); *N.L.R.B. v. Ampex Corporation*, 442 F.2d 82 (C.A. 7, 1971); cert. denied 404 U.S. 939 (1971); *Texas Aluminum Co., Inc v. N.L.R.B.*, 435 F.2d 917 (C.A. 5, 1970); *Patrick Plaza Dodge, Inc.*, 210 NLRB 870 (1974).

<sup>5</sup> Spengler's denials, couched in general terms, are not credited for the reasons given elsewhere herein regarding his unreliability.

<sup>6</sup> *N.L.R.B. v. Exchange Parts Company*, 375 U.S. 405 (1964).

the nature thereof, to cease and desist from infringing in any manner on its employees' rights guaranteed by the Act. *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F.2d 532 (C.A. 4).

I shall also recommend that the Respondent take the affirmative action provided for in the recommended Order, below, which I find necessary to effectuate the policies of the Act. Having found that the Respondent discriminatorily discharged George Smith, I recommend that it be ordered to offer him immediate and full reinstatement to his former position, or if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and to make him whole for any loss of earnings suffered by reason of the discrimination against him, plus interest at 6 percent per annum. *F. W. Woolworth Company*, 90 NLRB 289 (1950); *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).<sup>7</sup>

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

### ORDER <sup>8</sup>

The Respondent, Adams Automation & Manufacturing Company, of Redford Township, Michigan, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging or otherwise discriminating against any employee for supporting International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW), or any other union.

(b) Coercively interrogating employees about their union activities or the union activities of other employees.

(c) Threatening employees with reprisals because of their union activities.

(d) Promising or giving wage increases or other benefits to employees for the purpose of enticing them to oppose the Union.

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

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

(a) Offer George Smith immediate and full reinstatement to his former position, or if that position no longer exists to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for his lost earnings in the manner set forth in the section entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all records necessary to analyze the amount of backpay due under the terms of this recommended Order.

(c) Post at its plant in Redford Township, Michigan, copies of the attached notice marked "Appendix."<sup>9</sup> Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by an authorized representative of the Respondent, shall be posted by

Respondent 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.

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

<sup>7</sup> Nothing in my recommended Order shall be taken as a requirement for or justification of depriving employees of the wage increases found to have been unlawfully given.

<sup>8</sup> 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.

<sup>9</sup> In the event the Board's Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

### APPENDIX

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

WE WILL NOT discharge or otherwise discriminate against any of you for supporting International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), or any other union.

WE WILL NOT coercively interrogate you about your union activities or the union activities of other employees.

WE WILL NOT threaten you with reprisals because of your union activities.

WE WILL NOT promise or give wage increases or other benefits to you for the purpose of enticing you to oppose the Union.

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

WE WILL offer George Smith immediate and full reinstatement to the position he held prior to his discharge on October 11, 1974, or if his position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges.

WE WILL make whole George Smith for any loss of pay he may have suffered as a result of his discriminatory discharge, plus interest at 6 percent per annum.

ADAMS AUTOMATION &  
MANUFACTURING COMPANY