World Evangelism, Inc. ***and*** **International Union of Operating Engineers, Local 501, AFL-CIO** ***and*** **Irvin E. Watkins.** Cases 21-CA-19073 and 21-CA-19726

April 30, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING AND ZIMMERMAN

On September 23, 1981, Administrative Law Judge William J. Pannier III 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 and brief and has decided to affirm the rulings, findings, and conclusions[1] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

We disagree with the Administrative Law Judge's finding and conclusion that the Respondent violated Section 8(a)(1) by discharging Chief Engineer Watkins, a supervisor as defined by Section 2(11) of the Act. The Administrative Law Judge concluded that Watkins was discharged for failing to engage in unfair labor practices, but we do not think the evidence is sufficient to warrant this conclusion. There is evidence that the Respondent's general manager told former employee Johnston that he was going to have to terminate Watkins because Watkins could not control the "union thing," and evidence that the Respondent's president told Watkins if he "had talked to the men in the first place they would have throwed the Union out anyway." The record, however, does not establish that the Respondent expected Watkins to use coercive and unlawful means to further the Respondent's antiunion position or that it suggested that Watkins engage in unfair labor practices. Accordingly, we dismiss the allegation of the complaint that the Respondent unlawfully discharged Watkins.[2]

[1] We find, as did the Administrative Law Judge, that the Respondent is an employer engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein. See *World Evangelism, Inc.*, 248 NLRB 909 (1980), enfd. *N.L.R.B.* v. *World Evangelism, Inc.*, 656 F.2d 1349 (9th Cir. 1981).

[2] See *PPG Industries, Inc., Lexington Plant, Fiber Glass Division*, 260 NLRB 401 (1982).

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, World Evangelism, Inc., San Diego, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Delete paragraphs 1(b), 2(a), and 2(b), and reletter the remaining paragraphs accordingly.

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

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 sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

To engage in self-organization

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To engage in activities together for the purpose of collective bargaining or other mutual aid or protection

To refrain from the exercise of any or all such activities.

WE WILL NOT offer to provide wages, benefits, and conditions equal to those that a union could obtain for our employees if they abandon support for continued representation by International Union of Operating Engineers, Local 501, AFL-CIO, or by any other labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of any of the rights set forth above which are guaranteed by the National Labor Relations Act, as amended.

WORLD EVANGELISM, INC.

DECISION

STATEMENT OF THE CASE

WILLIAM J. PANNIER III, Administrative Law Judge: This matter was heard by me in San Diego, California, on August 6, 1981. On December 18, 1980,[1] the Acting Regional Director for Region 21 of the National Labor Relations Board issued a complaint and notice of hearing in Case 21-CA-19726, based on an unfair labor practice charge filed on November 12, alleging that the discharge of Supervisor Irwin E. Watkins on May 13 violated Section 8(a)(1) of the National Labor Relations Act, as amended, 29 U.S.C. § 151, *et seq.*, herein called the Act. On December 19, the Acting Regional Director set aside a settlement agreement, approved previously on June 30 in Case 21-CA-19073, based on an unfair labor practice charge filed on May 20. On December 31, the Acting Regional Director issued an order consolidating cases, consolidated amended complaint and amended notice of hearing, consolidating these two cases for hearing and alleging, in addition to the above-described discharge of Watkins, that certain statements to employees by Vice President/General Manager Tony Drago on April 28 or 29 violated Section 8(a)(1) of the Act. Answers were filed to both the complaint and amended complaint. In essence, they denied the jurisdictional allegations, denied that President Morris Cerullo, as well as Drago and Watkins, had been supervisors within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(2) and (13) of the Act, denied that Drago had made the unlawful statement attributed to him on April 28 or 29, and, while admitting that Watkins had been terminated on May 13, denied that his termination had been for a reason proscribed by the Act, alleging affirmatively that it had resulted from Watkins' failure to perform his duties despite repeated warnings.

When the hearing in this matter opened, no appearance was made on behalf of World Evangelism, Inc., herein called Respondent. Counsel for the General Counsel represented that, prior to commencement of the hearing, he had received a telephone call from Respondent's counsel, J. David Epstein, who had indicated that he believed that his appearance at the hearing could prejudice Respondent's position that the Board lacked jurisdiction over it, both because it was a religious organization exempt from coverage of the Act under the doctrine enunciated in *N.L.R.B.* v. *Catholic Bishop of Chicago*, 440 U.S. 490 (1979), and because its volume of operations were not sufficient in magnitude to satisfy the Board's discretionary jurisdictional standards. As discussed below, both of these issues were resolved in a prior proceeding and in view of that fact, and inasmuch as it did not appear that a continuance would serve the purpose of securing attendance of Respondent's counsel, I directed that the hearing go forward. Based on the entire record, upon the brief filed on behalf of the General Counsel, and upon my observation of the demeanor of the witnesses, I make the following:

[1] Unless otherwise stated, all dates occurred in 1980.

FINDINGS OF FACT

I. JURISDICTION

The complaint and the consolidated amended complaint allege that at all times material, Respondent has been engaged in the operation of a hotel enterprise, known as the El Cortez Hotel, in San Diego County at 7th and Ash Streets in the city of San Diego. They further allege that in the course of operating that enterprise, Respondent annually receives gross revenues in excess of $500,000 and, in addition, annually receives goods valued in excess of $5,000 directly from suppliers located outside the State of California. As stated above, Respondent denies these allegations.

On July 22, 1981, counsel for the General Counsel caused to be served on Respondent's custodian of records a *subpoena duces tecum*, seeking, in essence, financial records pertaining to the jurisdictional allegations of the complaint. No petition to revoke that subpena was filed by Respondent. As noted above, Respondent made no appearance at the hearing and, accordingly, no records were produced in response to that subpena. It is settled that the Board will:

> "assert jurisdiction in any case in which . . . an employer has refused, upon reasonable request by Board agents, to provide . . . information relevant to the Board's jurisdictional determinations, where the record developed at a hearing, duly noticed, scheduled, and held, demonstrates the Board's statutory jurisdiction . . . ."

Plant City Welding and Tank Company, 123 NLRB 1146, 1152 (1959), remanded on other grounds 275 F.2d 859 (5th Cir. 1960). Accord: *Tropicana Products, Inc.*, 122 NLRB 121, 123-124 (1958); *City and County Electric Sanitary Sewer Service, Inc.*, 191 NLRB 167 (1971). "The purpose of the *Tropicana* doctrine is to avoid delay in processing cases and to channel resources toward investigating and remedying substantive labor law violations." *N.L.R.B.* v. *Edward Alexander, d/b/a Strand Theatre, K.I.M.Y.B.A. Corp.*, 595 F.2d 454, 457 (8th Cir. 1979). Therefore, inasmuch as Respondent has not produced financial information sought by the *subpoena duces tecum* and has failed to show that its refusal resulted from unreasonableness on the part of the General Counsel, jurisdiction can be asserted in this matter if the record demonstrates that there is statutory jurisdiction.

In *World Evangelism, Inc.*, 248 NLRB 909 (1980), enforcement pending in the United States Court of Appeals for the Ninth Circuit, the Board held that the doctrine of *N.L.R.B.* v. *The Catholic Bishop of Chicago, supra*, did not apply to Respondent's El Cortez Hotel operations and, further, that Respondent's operations were of sufficient magnitude to warrant assertion of jurisdiction over the labor dispute at issue in that case. With regard to the latter, the Board found that Respondent's commercial activities at its El Cortez Center operation, of which the El Cortez Hotel is a part, were:

> . . . substantial enough to meet the statutory and discretionary standards applied by the Board in de-

> termining whether or not to assert jurisdiction over, for example, a hotel enterprise, or (as is arguably the case in the revenues derived from interstate airline companies), a business providing services directly for an out-of-state business customer. [Footnotes omitted. *Id.* at 913–914.]

Consequently, there already has been a determination that Respondent's operations are of sufficient magnitude to show that statutory jurisdiction over them exists. "It is well established that the Board may take official notice of its own proceedings and decisions, and rely thereon . . . ." *Plant City Welding and Tank Company, supra*, 123 NLRB at 1150.

True, the period covered by the jurisdictional determination in that earlier case precedes the one during which the alleged unfair labor practices occurred that are the subject of this proceeding. However, it is valid to presume "that a state of affairs once shown to exist continues until the contrary is shown." *Bordo Products Company*, 117 NLRB 313, 314 (1957). Here, nothing in the prior decision nor in the record in this case indicates that Respondent's operations during the period encompassed by the jurisdictional determination in that earlier case are not typical of its continuing business operations at El Cortez Center. Further, there is no evidence of intervening circumstances which could be said to give rise to a probability that Respondent's interstate business there had changed substantially or had ceased altogether. Respondent has "neither asserted nor offered any evidence to show that its operations have substantially changed since the earlier case." *Id.* Of course, Respondent is the custodian of its own financial records concerning its operations. Accordingly, evidence of any such changes would involve "facts necessarily within the knowledge of [Respondent's] managing officers." *Harvey Aluminum (Incorporated), General Engineering, Inc., and Wallace A. Limmel, d/b/a Wallace Detective and Security Agency* v. *N.L.R.B.*, 335 F.2d 749, 758 (9th Cir. 1964). Yet, Respondent has made no contention that its records would disclose a change in its operations since the earlier case. Indeed, by refusing to even attend the hearing in this matter, Respondent waived its right to make such a showing. See, e.g., *Local Union No. 9, International Brotherhood of Electrical Workers, AFL–CIO, and its agents Frank Benner and Robert Fitzgerald (C.A. Rafel and Co., Inc.)*, 128 NLRB 899, 900, fn. 1 (1960). In these circumstances there is "no authority requiring the [General Counsel] to relitigate the issue [of statutory jurisdiction]." *Greene County Farm Bureau Cooperative Association, Inc.* v. *N.L.R.B.*, 317 F.2d 335, 336 (D.C. Cir. 1963).

Therefore, inasmuch as Respondent has refused to provide financial information sought by the General Counsel's *subpoena duces tecum* and in view of the absence of evidence of any material change in Respondent's commercial operations since the determination in the prior proceeding that jurisdiction over it existed, I conclude, based on the determination in the prior proceeding, that Respondent is an employer within the meaning of Section 2(2) of the Act, engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.[2]

II. THE LABOR ORGANIZATION INVOLVED

It is admitted and I find that at all times material International Union of Operating Engineers, Local 501, AFL–CIO, herein called the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

As set forth above, the consolidated amended complaint alleges two violations of Section 8(a)(1) of the Act: remarks made to employees at an April 28 or 29 meeting and the termination of Watkins, an alleged supervisor.

On April 2, the Board issued its decision and order in the prior case involving Respondent, directing it, *inter alia*, to bargain with the Union as the representative of, in essence, the engineering and maintenance employees employed at El Cortez Center and, further, directing it to execute and honor a collective-bargaining agreement which, the Board concluded, Respondent had agreed to execute and honor. On April 28 or 29, arrangements were made for a meeting between the unit employees and Union Business Representative Art Brown. Prior to commencement of that meeting, General Manager Tony Drago[3] met with the unit employees who were working on the day shift. He told them that Respondent did not want a union at El Cortez Center, that he would like them not to become members of it and that Respondent would provide them with the same wages, benefits, and conditions as the Union could obtain for them if they would vote out the Union. Drago asked the employees for their reaction to his remarks. When one of them expressed reservations regarding Respondent's trustworthiness, Drago replied that he felt that Respondent could do everything for the employees that the Union could do without their having to pay dues. Drago's remarks at this meeting were the basis for the settlement agreement approved by the Regional Director on June 30 in Case 21–CA–19073. As mentioned above, that agreement was set aside on December 19 for failure to perform the obligations undertaken by Respondent.[4]

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[2] In light of the full consideration and final determination in the prior proceeding rejecting Respondent's contention that the doctrine of *N.L.R.B.* v. *Catholic Bishop of Chicago, supra*, is applicable to Respondent's operations at El Cortez Center, further litigation of that issue in this proceeding is barred. See *United States* v. *Utah Construction & Mining Co.*, 384 U.S. 394 (1966).

[3] In its answers, Respondent denied the allegation that at all times material, Drago had been a supervisor within the meaning of Sec. 2(11) of the Act and an agent of Respondent. The record discloses that, once he had become general manager, Drago had been responsible for overseeing and directing operations at El Cortez Center for Respondent. In doing so, he had authority to hire and fire employees. Further, on occasion, he directed employees to perform particular jobs. In these circumstances, I find that at all times material Drago had been a supervisor within the meaning of Sec. 2(11) of the Act and an agent of Respondent.

[4] The letter setting aside the agreement does not specify the manner in which Respondent failed to perform its obligations under the settlement agreement. As part of the allegations pertaining to the settlement agree-

Continued

In its answer, Respondent denies that Chief Engineer Watkins had been a supervisor and agent of Respondent at all times material, but admits that he had been terminated on May 13 and had not been offered reinstatement thereafter. The General Counsel contends that Watkins had been terminated for refusing to interfere with the right of employees to join and support a labor organization. To support that contention, evidence was presented of certain remarks made by Drago and by Respondent's founder and president, Morris Cerullo.[5] In late April, Former Assistant Chief Engineer Max Edward Johnston had been asked if he could talk the employees out of supporting the Union by Drago, who also had said that he was going to have to terminate Watkins because the latter could not control the "union thing." On May 13, during a conversation with Watkins, Morris Cerullo stated that he did not want a union in El Cortez Center, that he would fight it all the way to the Supreme Court if he had to do so, and that if Watkins "had talked to the men in the first place they would have throwed [sic] the union [sic] out anyhow." Notwithstanding these remarks, Watkins told Cerullo on that day that he did not feel that Cerullo had any choice but to recognize the Union and that the employees felt that they would be fired without a union to protect them. Later on May 13, Cerullo approached Watkins and said to Watkins "look me straight in the eye and tell me that you don't belong to the union." Watkins denied that he belonged to the Union, but during this conversation pointed out to Cerullo that, based on what Johnston had reported to him (Watkins) concerning Drago's above-described earlier remark, that he (Watkins) was aware that Respondent was attempting to relieve him of his duties.

Later that same day, Watkins was summoned to the office where he was handed a letter, signed by Drago, soliciting Watkins' resignation. Watkins told Drago that he would not resign. Later that same day, he was given a letter of termination. In essence, both letters accused Watkins of an uncooperative attitude and of failing to perform his job and to organize his department, which assertedly had a poor performance record. Yet, at no time prior to May 13 had Watkins' performance ever been criticized. To the contrary, during the 6-month period prior to his termination, Watkins had received an award as employee of the month and, in addition, two letters commending his performance had been written. Of possibly greater significance, when, in approximately March, Watkins had submitted his resignation, as a result of a dispute over whether a particular individual could be hired as Watkins wanted to do, Drago had withdrawn Respondent's opposition to hiring that person and had asked Watkins to withdraw his resignation, which the latter did.

B. *Analysis*

There is credible testimony that on April 28 or 29 Drago had told unit employees that Respondent would provide them with wages, benefits, and conditions equal to those that could be obtained for them by the Union if they would vote it out. It is well settled that "promises of benefits from voting against the union are prohibited." *N.L.R.B.* v. *Luisi Truck Lines*, 384 F.2d 842, 845 (9th Cir. 1967). Drago's "statement clearly conveyed a promise of benefit to [the employees] in return for [their] repudiation of the Union." *The Conolon Corporation* v. *N.L.R.B.*, 431 F.2d 324, 328 (9th Cir. 1970), cert. denied 401 U.S. 908 (1971). Therefore, I find that by promising employees benefits to persuade them to forgo continued representation by the Union, Respondent violated Section 8(a)(1) of the Act.

With regard to Watkins, the record discloses that while he had worked as chief engineer for Respondent, he had been responsible for ensuring performance of the engineering and maintenance work needed to keep the facility operating. To do so, he had directed the work of engineering and maintenance employees, assigning work orders to whichever of them he felt was capable of performing the work that needed to be done. Moreover, whenever engineering and maintenance employes wanted time off, they directed their requests to Watkins. He, then, made the decision as to whether or not to grant the request for time off. In these circumstances, I will find that Watkins had been a supervisor within the meaning of Section 2(11) of the Act during the time that he had worked for Respondent as its chief engineer.

As set forth above, the remarks by Drago to Johnston in late April and by Cerullo to Watkins on May 13 constitute a virtual admission that Respondent had discharged Watkins on May 13 because the latter had failed to persuade employees to forgo continued representation by the Union. Thus, on May 13, Cerullo had made it plain that he was opposed to unionization of Respondent's employees and that he believed Watkins to have been at fault for having failed to induce the employees to cease supporting the Union. Indeed, Cerullo's later questioning of Watkins, regarding the latter's possible union membership, demonstrates that Cerullo had harbored suspicion that Watkins might, in fact, actually be a member, and thus a supporter, of the Union. Drago's earlier remark to Johnston demonstrates that Respondent had

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ment, the consolidated amended complaint recites that Respondent had failed to post the "Notice to Employees", which it had agreed to post as part of the agreement. While Respondent denied generally all allegations relating to this settlement agreement (that it had been approved by the Regional Director on June 30, that Respondent had failed to post the "Notice to Employees," and that the Acting Regional Director had withdrawn approval of it by letter dated December 19), the production at the hearing of the agreement and of the Acting Regional Director's letter of December 19 raises doubt concerning the reliability of Respondent's denials in this area of its answers. Further, certain affirmative allegations regarding the settlement in Respondent's answer tend to indicate that its general denial of the settlement allegations had been intended to avoid any possibility that it somehow might suffer prejudice on the merits by virtue of having entered into the agreement. Finally, Respondent has neither shown nor even contended that it had, in fact, posted the "Notice to Employees" as required by that agreement.

[5] Respondent denied the allegation that at all times material Cerullo had been its president, a supervisor within the meaning of Sec. 2(11) of the Act and its agent within the meaning of Sec. 2(2) and (13) of the Act. That Cerullo is Respondent's president was on the findings made in the prior proceeding. 248 NLRB at 909. There has been no showing that his position has changed since then. To the contrary, there was testimony that he still had been president of Respondent in May. Inasmuch as Cerullo had been Respondent's highest ranking official, it hardly requires prolonged discussion to conclude, as I do, that at all times material he had been a supervisor within the meaning of Sec. 2(11) of the Act and an agent of Respondent.

contemplated termination of Watkins because of the latter's failure to persuade employees to cease supporting the Union. No other reason for terminating Watkins on May 13 emerges from the record. Respondent did not appear and, consequently, did not produce any evidence to support the assertions in its letters to Watkins regarding his purported performance deficiencies. Indeed, in view of his exemplary record of performance, as illustrated by an award and letters commending him and also by Drago's request that Watkins withdraw his resignation, it is difficult to conceive of how Respondent could have supported those assertions. In these circumstances, I find that a preponderance of the evidence supports the conclusions that Watkins had been terminated for failing to induce employees to cease supporting the Union.

Of course, for Watkins, a supervisor, to have attempted to influence employees against the Union would have constituted an unfair labor practice, inasmuch as he would have been interfering with employee "freedom of choice for or against unionization." *N.L.R.B.* v. *Exchange Parts Co.*, 375 U.S. 405, 409 (1964). "It is for the employees alone to decide whether . . . they wish to oust an incumbent union and either replace it with another union or forego union representation entirely." *N.L.R.B.* v. *A. W. Thompson, Inc.*, 651 F.2d 1141 (5th Cir. 1981). While the Act generally does not protect supervisors, it is an unfair labor practice "where a supervisor is disciplined for refusing to commit an unfair labor practice." *N.L.R.B.* v. *Nevis Industries, Inc., d/b/a Fresno Townehouse*, 647 F.2d 905, 910 (9th Cir. 1981), and cases cited therein. Accord: *Gerry's Cash Markets, Inc. d/b/a Gerry's I.G.A.* v. *N.L.R.B.*, 602 F.2d 1021, 1023 (1st Cir. 1979). Moreover, where such an unfair labor practice is committed reinstatement is an appropriate remedy. *N.L.R.B.* v. *Nevis Industries, supra; N.L.R.B.* v. *Southern Plasma Corp.*, 626 F.2d 1284, 1287 (5th Cir. 1980). Therefore, I find that by discharging Watkins for failing to engage in unfair labor practices, Respondent violated Section 8(a)(1) of the Act, and, further, that the proper remedy for that termination is reinstatement and backpay.

Conclusions of Law

1. World Evangelism, Inc., is an employer within the meaning of Section 2(2) of the Act, engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Union of Operating Engineers, Local 501, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By offering to provide employees with wages, benefits, and conditions equal to those that a union could provide if they would forgo representation, World Evangelism, Inc., violated Section 8(a)(1) of the Act.

4. By terminating Chief Engineer Irvin E. Watkins on May 13, 1980, for refusing to commit unfair labor practices, and by refusing to reinstate him thereafter, World Evangelism, Inc., violated Section 8(a)(1) of the Act.

5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

The Remedy

Having found that World Evangelism, Inc., engaged in certain unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and that it take certain affirmative action to effectuate the policies of the Act.

World Evangelism, Inc., will be required to offer Irvin E. Watkins immediate reinstatement to his former position of employment or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, dismissing, if necessary, anyone who may have been assigned or hired to perform the work that Watkins had been performing prior to his termination on May 13, 1980. Additionally, World Evangelism, Inc., will be required to make Watkins whole for any loss of earnings he may have suffered by reason of his unlawful termination on May 13, 1980, with backpay to be computed on a quarterly basis, making deductions for interim earnings, and with interest to be paid on the amounts owing. See *DRW Corporation d/b/a Brothers Three Cabinets*, 248 NLRB 828, 844 (1980), and cases cited therein.

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

ORDER[6]

The Respondent, World Evangelism, Inc., San Diego, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Offering to provide employees with wages, benefits, and conditions equal to those that a union could obtain for them if they would abandon support for continued representation by International Union of Operating Engineers, Local 501, AFL-CIO, or by any other labor organization.

(b) Terminating supervisors for refusing to engage in unfair labor practices intended to interfere with the exercise by employees of rights protected by Section 7 of the Act.

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

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

(a) Offer Irvin E. Watkins immediate and full reinstatement to his former position of employment, dismissing, if necessary, anyone who may have been hired or assigned to perform the work that Watkins had been performing prior to May 13, 1980, or, if his former position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make Watkins whole for any loss of pay he

[6] 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.

may have suffered as a result of the discrimination, in the manner set forth above in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents all payroll and other records necessary to compute the backpay and reinstatement rights set forth in The Remedy section of this Decision.

(c) Post at its San Diego, California, facility, copies of the attached notice marked "Appendix."[7] Copies of said notice on forms provided by the Regional Director for Region 21, after being duly signed by its authorized representative, shall be posted immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by World Evangelism, Inc. to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 21, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

[7] 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."