

**West Pak, Inc. and Local 150, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 20-CA-14567**

April 9, 1980

**DECISION AND ORDER**

**BY MEMBERS JENKINS, PENELLO, AND TRUESDALE**

On November 30, 1979, Administrative Law Judge Jerrold H. Shapiro issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and Respondent filed cross-exceptions and a brief in opposition to the General Counsel's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.<sup>1</sup>

**ORDER**

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, West Pak, Inc., Sacramento, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

<sup>1</sup> In adopting the Administrative Law Judge's recommendation to dismiss the complaint allegation concerning employee Schweizer's discharge, we find it unnecessary to pass on the propriety of his discussion of the circumstances in which it may be inappropriate to impute a supervisor's knowledge of an employee's union activity to higher management. Here, the Administrative Law Judge refused to impute a supervisor's knowledge of Schweizer's activity to Blakeslee, the official who made the decision to discharge. We are satisfied, however, that even assuming knowledge on Blakeslee's part the record as a whole does not establish that Respondent terminated Schweizer for reasons proscribed by the Act.

**DECISION**

**STATEMENT OF THE CASE**

**JERROLD H. SHAPIRO, Administrative Law Judge:** The hearing in this case was held October 18, 1979, and is based on unfair labor practice charges filed on May 1, 1979, by Local 150, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called the Union, and a complaint issued June 29, 1979, on behalf of the General Counsel of the National Labor Relations Board, herein called the Board, by the Regional Director for Region 20, alleging that West

Pak, Inc., herein called the Respondent, has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the National Labor Relations Act, herein called the Act, by discharging employee James Schweizer because of his union activities, interrogating employees about their union activities and sympathies, and threatening employees with discharge if they supported the Union. Respondent filed an answer denying the commission of the alleged unfair labor practices.<sup>1</sup>

Upon the entire record, from my observation of the demeanor of the witnesses, and having considered the post-hearing briefs, I make the following:

**FINDINGS OF FACT**

**I. THE ALLEGED UNFAIR LABOR PRACTICES**

**A. Background**

Respondent operates a trucking company which specializes in transporting shipments under 500 pounds in California and Nevada. During the time material herein it operated seven terminals. The Sacramento, California, terminal is the one involved in this case. James Picucci is the manager of that terminal. Picucci is subordinate to Jerry Blakeslee, Respondent's vice president and general manager, who is responsible for the day-to-day operations of the Company's several terminals. His office is located at the Company's Emeryville, California, terminal.

During the latter part of February<sup>2</sup> and early in March, several of the Company's Sacramento employees on three occasions met at the home of employee James Schweizer where they discussed their employment grievances. The result was that at one of the meetings at Schweizer's home a union representative met with the employees who indicated they favored union representation. On February 28 the Union filed a representation petition with the Board's Regional Office seeking to represent the employees employed at the Sacramento terminal. On April 26 a secret-ballot election was conducted by the Board. The record does not reflect the results of the election.

In the middle of March, General Manager Blakeslee and another management official, Bill Horn, met with the Sacramento employees and spoke to them about the representation election. In addition, Horn held a second meeting with the employees in April, prior to the representation election, and spoke to them about the representation election. At these meetings Blakeslee and Horn stated it was the employees' right to vote for the Union and that Respondent "could not" and "would not" threaten them with the loss of their jobs if they voted for union representation; Respondent could not promise them anything to dissuade them from supporting the Union; and Respondent did not intend to ask them how they felt about the Union, as that was the employees'

<sup>1</sup> In its answer Respondent admits the Union is a labor organization within the meaning of Sec. 2(5) of the Act. Also, Respondent admits that it meets the Board's applicable discretionary jurisdictional standard and is an employer engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act.

<sup>2</sup> Unless otherwise specified, all dates herein refer to 1979.

own business. During these meetings, which were the only preelection meetings held by management with its employees, the employees were *not* told that management wanted them to vote against union representation.

At the outset of the Union's organizational campaign, General Manager Blakeslee sent a memorandum to Terminal Manager Picucci instructing him on how to conduct himself during the campaign. The memorandum which was written in the same vein as management's preelection speeches to the employees, among other things, stated:

1. *Written or Oral Communications to Employees*

\* \* \* \* \*

b. You must not threaten an employee or employees with harm or reprisals (economic or otherwise) if they decided to join or vote for the Union.

\* \* \* \* \*

d. You should not ask any employee whether or not he favors the Union. The NLRB thinks this is an important question. Again, the courts do not necessarily agree with the NLRB on this, but in your own interest I think it is a good question to avoid. In fact, you should not question an employee at all about his attitudes or activities relating to the Union, or those of other employees.

\* \* \* \* \*

4. *Employees Engaged in Union Activity.* I doubt that I need to say this, but I will mention it in passing just to make sure that it is not forgotten. It is the right of each of your employees to favor or not favor a union as he sees fit. Therefore, you may not discharge or otherwise discriminate against any employee because he favors or does not favor a union which is attempting to organize at ESP. I am sure you would not consciously violate this rule, but there is one practical consequence which you must remember. Once a union organizational campaign starts and you are aware of it, you must be very careful concerning all discharges or other disciplinary measures. You must be sure that you have good cause for any discharges or discipline and that the cause is completely unrelated to any union considerations. It is very embarrassing to a company to discharge an employee for a borderline reason and then to find out that he was the leading union adherent in the campaign. The NLRB is very suspicious in such circumstances that the discharge was, in fact, based upon union considerations.

This does not mean that you should not run your company properly even though a union comes upon the scene, but it does mean that your cause for discipline or discharges should be good, and you should be able to document the cause.

B. *The Interrogation of Employees and the Threat To Discharge Employees*

1. The evidence

The complaint alleges that Respondent, through Terminal Manager Picucci, violated Section 8(a)(1) of the Act by interrogating employees about their union sympathies and activities and by threatening them with discharge if they supported the Union. The evidence pertaining to these allegations follows.

Soon after discovering several employees had met and decided to remedy their grievances through union representation, Picucci summoned several of the employees separately into his office and questioned them about this matter. Employees Thomas Doll, Gregory Ruzic, Fred Anderson, James Schweizer, and Curtis Trujillo testified about their interviews.

Doll testified Picucci asked why the employees "wanted to do that" or why Doll "wanted to do it." Doll answered that he was tired of getting the "shaft."<sup>3</sup>

Ruzic testified Picucci asked "why he was not informed as to the decision to go union." Ruzic answered that the union representative told the employees it would not be wise to inform Picucci.

Anderson testified Picucci stated, "I realize you don't have to answer anything, but I would like to know whether you are going to be going for the Union or against it," and told Anderson "he was going to try to give priority to the ones who do not want the union of assuring their jobs, that they'll have their jobs." Anderson answered that he did not really know where he stood on the question of union representation.

Schweizer testified Picucci stated, "I understand you had a union type meeting at your house this weekend." Schweizer answered, "Yes." Picucci then asked, "How come you guys did not come to me first." Schweizer replied that the employees were not trying to get into trouble with Picucci but just decided to do it without going to Picucci first. Picucci then asked whether Schweizer intended to vote for the Union. Schweizer answered, "the way he voted was his own business."

Trujillo testified Picucci asked why the employees did not come to him first before they did "this." Trujillo answered that it was nothing personal but the employees were tired of getting the "shaft."<sup>4</sup>

Picucci testified he questioned several employees because they had not come to him with their grievances and had not given him an opportunity "to explain" before they sought the Union's assistance. Picucci did not testify about the separate conversations he had with the employees. He generally denied asking the employees "why they went to the Union"; rather, he testified "that basically what I asked" was "why haven't you

<sup>3</sup> It is plain from the context in which this interrogation occurred, particularly from Doll's answer, that Doll realized Picucci was asking why the employees had decided to seek the assistance of the Union to remedy their grievances.

<sup>4</sup> It is plain from the context in which this interrogation occurred, particularly Trujillo's answer, that Trujillo realized Picucci was asking him why the employees had decided to seek the Union's assistance to remedy their grievances rather than first consulting Picucci.

given me a chance."<sup>5</sup> He did not specifically deny asking Anderson or Schweizer whether they intended to support the Union, nor did he deny asking if the union meeting was held at Schweizer's house or informing Anderson that the employees who did not support the Union would be assured of their jobs. Anderson and Schweizer impressed me as credible witnesses when they gave this testimony.

## 2. Conclusions

As described *supra*, Terminal Manager Picucci summoned employees Anderson, Doll, Ruzic, Schweizer, and Trujillo into his office to question them about the Union. Doll was asked why he or the other employees wanted the Union's assistance. Ruzic was asked why he had not notified Picucci about the employees' decision to support the Union. Schweizer and Trujillo were asked why the employees did not come to Picucci first before they sought the Union's assistance. Thus, it is clear that Picucci in these four instances, believing that the employees involved had sought union representation, decided to interrogate them about the reasons for their attitude. The interrogation, which took place in Picucci's office, was not made for a permissible purpose and was not accompanied by assurances against reprisals. Furthermore, implicit in the questioning is the idea that Picucci did not look with favor on employees who, without consulting him, engaged in union activities. It is for these reasons that I conclude that, by seeking out employees Doll, Ruzic, Schweizer, and Trujillo and interrogating them as to the basis for their union adherence, Picucci engaged in the kind of conduct which reasonably tends to have a coercive effect and thus intruded into the employees' Section 7 rights. I therefore find that by engaging in this conduct Respondent violated Section 8(a)(1) of the Act. *Fred Jones Mfg. Company*, 239 NLRB No. 9 (1978); *CBS Records Division of CBS, Inc.*, 223 NLRB 209 (1976); *Didde-Glaser, Inc.*, 233 NLRB 765 (1977). Likewise, Respondent violated Section 8(a)(1) of the Act when Picucci asked whether employee Anderson intended to support the Union and whether employee Schweizer intended to vote for the Union, and whether the union meeting was held at his home. This interrogation, which took place in Picucci's office was not made for a permissible purpose and was not accompanied by assurances against reprisal. Quite the opposite, Picucci, when he questioned Anderson, advised him that the employees who did not support the Union would be assured of their jobs. This constitutes a veiled threat that employees who supported the Union would not be assured of their jobs and, as such, violated Section 8(a)(1) of the Act.

<sup>5</sup> To the extent that this testimony controverts the testimony of employees Doll, Ruzic, Schweizer, and Trujillo, as described *supra*, I reject it inasmuch as the employees impressed me as more credible witnesses on this matter.

## C. Schweizer's Discharge

### 1. The evidence

The alleged discriminatee, James Schweizer, was employed by Respondent from November 6, 1978, until April 18, 1979, at its Sacramento terminal. He worked as a dockworker, loading and unloading trucks, and as an overflow driver, delivering freight that the Company's regular drivers were not able to deliver.

In late February and early March, several of the Sacramento terminal workers met at Schweizer's house and decided to seek the assistance of the Union to improve their terms and conditions of employment. Early in March, Terminal Manager Picucci learned about these meetings and that at least one of them had been held at Schweizer's home.<sup>6</sup>

On April 16 at approximately 9:15 a.m., Schweizer, while driving a company truck, was involved in an accident with another motor vehicle. It was his first motor vehicle accident while in Respondent's employ. He was stopped at a stop sign behind an automobile and, when he took his eyes off the road to look at the paperwork on his front seat in order to check the address for his next delivery, his truck rolled forward into the rear end of the automobile, damaging the rear bumper of the automobile. Schweizer apologized to the driver of the car and gave the driver his name, driver's license number, truck license number, and the terminal's phone number. Schweizer then phoned the terminal for the purpose of informing Picucci about the accident, but when no one answered the phone<sup>7</sup> he returned to work and made the remainder of his deliveries without making any further effort to phone Picucci about the accident. Later that morning the driver of the automobile which Schweizer had damaged phoned the terminal and spoke to Picucci and advised him about the accident. She described the accident and asked for the name of the Respondent's insurance carrier and what the Respondent intended to do about the damage to her car. Picucci took down the person's name and address, the driver's license, and a description of what occurred. Due to the location of the accident, Picucci knew that Schweizer was the driver involved.

On April 16 at approximately 5 p.m., Schweizer returned to the terminal. Picucci was not there. Present was driver Greg Ruzic, who had apparently also returned from making his deliveries.<sup>8</sup> Schweizer told

<sup>6</sup> Based on the credible and undenied testimony of Schweizer and employee Santos that on March 5, Schweizer admitted to Picucci that a union meeting had been held at his home and that Picucci on March 8 admitted to Santos that he knew a union meeting had been held at Schweizer's home.

<sup>7</sup> The record shows that Terminal Manager Picucci is frequently away from the terminal and that drivers who phone the terminal frequently receive no answer even though there is an answering service that is supposed to answer the phone. Picucci was unable to recall whether he was present at the terminal on April 16 for the entire morning.

<sup>8</sup> There is a dispute about Ruzic's status. Schweizer testified that, on April 16, Ruzic was the terminal's lead driver. Ruzic, a witness for the General Counsel, corroborated this testimony. Ruzic was not a persuasive witness, however, as his testimony on this subject was often vague and evasive and in several instances self-contradictory. In fact, he initially testified that he occupied the position of lead driver for 2 months, Octo-

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Ruzic about the accident. There is a dispute whether Schweizer left a note about the accident for Picucci on one of the desks in Picucci's office. Schweizer and Ruzic testified that the door to the office was unlocked and that Schweizer left a note on Picucci's desk. Picucci testified that he did not find such a note on his desk when he returned the evening of April 16 and that Schweizer could not have left a note there because Picucci had locked the office on April 16 when he left the terminal on account of the petty cash in his desk and the paperwork on his desk which he did not want to be disturbed. Picucci impressed me as a credible witness on this matter, whereas Schweizer and Ruzic did not; thus, I have rejected their testimony and find that on April 16 the terminal office was locked<sup>9</sup> and that Schweizer did not leave a note for Picucci advising him about the accident.

The morning of April 17 at approximately 7 a.m., Picucci questioned Schweizer about the accident. He asked why Schweizer had not contacted him about the accident. Schweizer stated he had phoned the terminal but there was no answer and left a note in Picucci's office. Picucci stated he had not found a note and that it was not possible for Schweizer to have left a note because the office was locked when Picucci left the terminal April 16 and was still locked when he returned that evening. Picucci asked for a description of the accident. Schweizer told him what had happened and in describing the accident stated in substance that the truck had moved forward into the automobile not because of any negligence on his part but because the clutch had malfunctioned.<sup>10</sup> Later that day Picucci personally tested the clutch and directed the employee who normally drove the truck, Curtis Trujillo, to also test the clutch. Picucci found nothing wrong with the clutch which would have caused the truck to roll forward as described by Schweizer. The result of his inspection was corroborated by Trujillo's inspection.

On April 17 and 18, Picucci on several occasions spoke to General Manager Blakeslee over the telephone about Schweizer's accident. Picucci informed Blakeslee he had received a telephone call from a person notifying him of an accident involving one of the Company's drivers and that the driver, James Schweizer, had not notified Picucci about the accident or filled out an accident report. In subsequent conversations Picucci described the accident to Blakeslee and told him that Schweizer had

ber 1978 through December 1978, and at another point testified that it was in 1978 that he was relieved of this job. Employee Santos, a witness called by the General Counsel, testified that Ruzic was the terminal's lead driver from about October 1978 to December 1978. Under the circumstances and since Santos impressed me as a more reliable witness than either Ruzic or Schweizer, I find Ruzic was not the lead driver during the period material to this case.

<sup>9</sup> General Counsel's witness, Patrick Doyle, as a rebuttal witness, testified in effect that Picucci's office door was locked on April 16 but that Doyle opened the door for Schweizer, using an office key. I reject this testimony because it does not jibe with either Schweizer's or Ruzic's version of what allegedly occurred. I cannot believe that, if Doyle on April 16 unlocked Picucci's office for Schweizer, that Schweizer or Ruzic would not have remembered this and corroborated his testimony.

<sup>10</sup> Picucci and Schweizer testified about this conversation. Where their testimony conflicts I have credited Picucci, who impressed me as the more credible witness.

stated that he was not responsible for the accident because a faulty clutch had caused the truck to roll forward. Picucci indicated that Schweizer was not telling the truth because an inspection of the clutch by Picucci and Trujillo, the driver who normally used the truck, did not support Schweizer's story.

On April 18 at approximately 7 a.m., Picucci summoned Schweizer into his office and asked him to fill out an accident report form. Schweizer did so and in the portion which asks, "briefly describe accident," Schweizer wrote, "clutch did not hold at stop sign."

On April 18 at the end of the workday, Picucci handed Schweizer a slip of paper which informed him that he was terminated. The termination slip, signed by Picucci reads:

Due to your accident on 4/16/79 you are being terminated . . . . The reasons are failure to report an accident as required by company policy, falsification of an accident report, and carelessness on your part as a driver.

Picucci apologized to Schweizer, stating that he was not responsible for Schweizer's discharge, that Schweizer was a good worker, and Picucci would not have discharged him. Schweizer read the termination slip and left without saying anything.

Respondent's general manager, Blakeslee, who is responsible for the day-to-day operations of the Company's several terminals, testified that, based on the information he had received from Picucci about Schweizer's accident, as described *supra*, he decided to discharge Schweizer after consulting with another management official, Bill Horn, and the Company's lawyer. Despite the lawyer's recommendation against terminating Schweizer,<sup>11</sup> Blakeslee testified he discharged Schweizer for having "a chargeable accident [an accident for which the Company's driver is responsible] that involved a rear-end collision"; failing "to report the accident at the time it occurred or at the first available opportunity"; and lying about the cause of the accident by blaming it on a faulty clutch. Blakeslee then directed Picucci to terminate Schweizer for the aforesaid reasons.

## 2. Conclusions

As described *supra*, James Schweizer was employed by Respondent for only 5 months when he rear-ended an automobile while driving a company truck. He did not notify Terminal Manager Picucci about the accident until the next day and only after Picucci confronted him about it.<sup>12</sup> Schweizer in describing the accident attempt-

<sup>11</sup> Respondent's lawyer advised against terminating an employee just before the scheduled union representation election because it would mean certain litigation for the Company in view of the small size of the terminal.

<sup>12</sup> The credible testimony of Blakeslee and employee Thomas Doll, a witness called by the General Counsel, establishes that management expected a driver who was involved in an accident to promptly notify the terminal manager about it. The record also establishes that when a driver was involved in an accident he usually notified the terminal manager the same day, even if it meant phoning the home of the manager in the evening. Schweizer was aware of this policy, as is evidenced by his attempt

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ed to cover up his negligence by giving Picucci a false reason for the accident. These are the reasons that General Manager Blakeslee testified motivated him to discharge Schweizer. Plainly, Blakeslee had ample justification for this decision. The question, however, is whether Blakeslee used Schweizer's misconduct as an excuse to discharge him because of his union activities. I am persuaded that the record fails to establish that Schweizer's discharge was pretextual. In reaching this conclusion I was influenced by the following considerations, in their totality.

Blakeslee, the person who made the decision to discharge Schweizer, credibly testified he was without knowledge of Schweizer's union sentiments or activities. Nor is there sufficient circumstantial evidence to warrant the inference that Blakeslee knew about Schweizer's union activities or sentiments. Likewise, the evidence fails to establish that Terminal Manager Picucci, who knew about Schweizer's union activities, played a part in Blakeslee's decision to terminate Schweizer.<sup>13</sup> This is not a situation in which an employee is discharged based on an adverse report or recommendation by a low level supervisor, which report or recommendation the evidence shows was discriminatorily motivated.

Since Schweizer was discharged by Blakeslee rather than Picucci, the animus of Picucci toward the employees for seeking union representation did not enter into the Respondent's decision to discharge Schweizer, especially where, as here, the record shows that Respondent's management was not hostile toward union representation. Blakeslee and Horn, the Company's principal officials,<sup>14</sup> in speaking to the employees about the representation election did not even suggest that the employees vote against union representation; rather, they told the employees that it was their right to vote for union representation and that Respondent did not intend to ask them how they felt about the Union because this was the employees' own business and that Respondent would not threaten them with the loss of their jobs if they voted for union representation.

The record fails to establish that, in discharging Schweizer, Respondent treated him differently than other employees who engaged in similar misconduct. I have considered the fact that in the past Respondent did not discharge several employees involved in automobile accidents for which they were at fault, but instead imposed lesser discipline and in certain instances allowed the negligent driver to pay for the damages in lieu of discipline and in one instance imposed no discipline.<sup>15</sup>

on April 17 to persuade Picucci that he had left a note about the accident the previous day on Picucci's desk.

<sup>13</sup> The record as a whole does not controvert Blakeslee's testimony that he made the decision to discharge Schweizer and that Picucci played no significant part in that decision. Indeed, Blakeslee's testimony is supported by Picucci's remarks to Schweizer when he handed him his termination slip and by the fact that prior to Schweizer's discharge Blakeslee, rather than the terminal manager, disciplined or discharged employees who were involved in motor vehicle accidents.

<sup>14</sup> I note Blakeslee is responsible for the management of Respondent's labor relations.

<sup>15</sup> In the instances where no discipline was imposed the record indicates that Blakeslee was never notified about the accidents by the terminal manager as (1) the driver paid for the damages or (2) the victim of

These cases are not comparable to the instant situation which involves a driver who negligently rear-ended another motor vehicle, did not notify Respondent about the accident until the next day when confronted by the terminal manager, and in order to cover up his negligence lied to management about the cause of the accident.

The serious nature of Schweizer's misconduct, the lack of disparate treatment, the lack of union animus on the part of Respondent's management, and the lack of knowledge of Schweizer's union activities or sympathies by the persons who discharged him, persuade me that the General Counsel has not established that the reasons advanced by Respondent for Schweizer's termination were pretextual. I, therefore, shall recommend that the allegation of the complaint herein pertaining to Schweizer's discharge be dismissed.<sup>16</sup>

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

#### ORDER<sup>17</sup>

The Respondent, West Pak, Inc., Sacramento, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating employees about their union membership, sympathies or activities.

(b) Threatening to discharge employees if they join or give their support to a union.

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

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

(a) Post at its place of business located in Sacramento, California, copies of the attached notice marked "Appendix."<sup>18</sup> Copies of said notice, on forms provided by the Regional Director for Region 20, after being duly signed by Respondent's representative, shall be posted immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken

the accident did not claim damages or (3) a malfunction of the truck which the driver was driving caused the accident.

<sup>16</sup> I need not decide whether a lack of circumstantial evidence to infer that Picucci's knowledge of Schweizer's union activities had been communicated to Blakeslee warrants, by itself, the dismissal of this allegation. But see *Delchamps, Inc. v. N.L.R.B.*, 588 F.2d 476 (5th Cir. 1979). I am of the opinion that, assuming Blakeslee knew of Schweizer's union activities, the record, for the other reasons set forth *supra*, fails to establish that the reasons advanced by Respondent for Schweizer's discharge were a pretext designed to conceal an illegal motive.

<sup>17</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>18</sup> 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."

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

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

IT IS FURTHER ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found.

**APPENDIX**

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

WE WILL NOT question our employees about their union membership, sympathies, or activities.

WE WILL NOT threaten to discharge employees if they join or give support to a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WEST PAK, INC.