

In the Matter of SOUTHERN UNITED ICE COMPANY, d/B/A BLUFF CITY DELIVERY and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF NORTH AMERICA, LOCAL UNION #667, A. F. of L.

*Case No. 15-C-975.—Decided June 26, 1945*

*Messrs. LeRoy Marceau and Larry H. Whitlow, for the Board.*

*Mr. Newell N. Fowler, of Memphis, Tenn., and Mr. W. K. Meadow, of Atlanta, Ga., for the respondent.*

*Mr. Lester H. Goings, of Memphis, Tenn., and Mr. Robert A. Wilson, of Washington, D. C., for the Union.*

*Miss Frances Lopinsky, of counsel to the Board.*

## DECISION

AND

## ORDER

### STATEMENT OF THE CASE

Upon an amended charge duly filed on October 17, 1944, by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of North America, Local Union #667, A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Fifteenth Region (New Orleans, Louisiana), issued its complaint dated October 18, 1944, against Southern United Ice Company, d/b/a Bluff City Delivery,<sup>1</sup> herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (3) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, accompanied by Notice of Hearing, were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint alleged in substance: (1) That the respondent on February 19, 1944, discharged Frank

<sup>1</sup> The respondent was incorrectly named in the complaint and other formal documents; the error was corrected at the hearing on motion of the Trial Examiner.

Mimion because of his adherence to and activities on behalf of the Union; and (2) that the respondent, by the foregoing act, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. On October 27, 1944, the respondent filed an answer in which it denied that it had engaged in any unfair labor practices.

Pursuant to notice, a hearing was held at Memphis, Tennessee, on November 2 and 3, 1944, before Louis Plost, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel and the Union by a representative. All parties participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the close of the hearing, counsel for the respondent moved to conform the answer to the proof, and counsel for the Board moved to conform the complaint to the proof. Both motions were granted. During the course of the hearing the Trial Examiner made rulings on other motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner made during the course of the hearing and finds that no prejudicial error was committed. The Trial Examiner's rulings made at the hearing are hereby affirmed.

On December 21, 1944, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the respondent and the Union. He found that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the Act, and recommended that the respondent cease and desist from the unfair labor practices found, and take certain affirmative action designed to effectuate the policies of the Act. Thereafter the respondent filed exceptions to the Intermediate Report and a supporting brief. Oral argument, in which the respondent and the Union participated, was had before the Board at Washington, D. C., on April 24, 1945. On May 1, 1945, the respondent filed with the Board a supplemental brief and on May 16, 1945, the Union filed a reply thereto.

The Board has considered the exceptions, briefs, and oral argument and, insofar as they are inconsistent with the findings of fact, conclusions of law, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

Southern United Ice Company is a New Jersey corporation with its principal offices in Jackson, Mississippi. Under the trade name of Bluff City Delivery it operates, in various parts of Memphis, Tennessee, four ice manufacturing plants, a coal yard, a cold storage plant, and several retail

stores which are used as an outlet for some of the ice produced by the respondent.

During 1943, the respondent's total sales amounted to approximately \$700,000, of which amount \$71,136 represented sales of ice to the Memphis Union Station, Railway Express Company, and Fruit Growers Express Company, all of which used the ice to refrigerate railroad cars engaged in the transportation of produce and goods to and from points outside Tennessee. During the same period the respondent also sold ice valued at approximately \$19,613 to various meat packing houses engaged in receiving meats from and shipping meats to points outside Tennessee. During 1943 the respondent bought ammonia and salt valued at \$8,600, most of which was shipped to its Memphis plants from points outside Tennessee.

The respondent operates its coal yard in conjunction with one of its ice plants in Memphis. During 1943 the respondent sold coal valued at approximately \$40,000, all of which was shipped to it from points outside Tennessee. The respondent's cold storage plant is housed in a building located near one of its ice plants. The refrigerating machinery which produces ice in that ice plant also refrigerates the cold storage plant. All foods stored in the cold storage plant belong to packers who receive merchandise from outside Tennessee and thereafter ship such merchandise to points outside the State.

All the respondent's operations in Memphis, Tennessee, are under the supervision and direction of a general manager who approves the pay rolls for all its employees.<sup>2</sup>

## II THE ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of North America, Local Union #667, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the respondent.

## III. THE UNFAIR LABOR PRACTICES, THE DISCRIMINATORY DISCHARGE OF FRANK MINION

Frank Minion was employed by the respondent and its predecessors as a route truck driver for more than 25 years preceding his discharge on February 19, 1944. During this period his wages rose from \$14 to approximately \$30 weekly. Minion's duties as a route truck driver included calling for his truck at the respondent's plant each morning, having it loaded with ice, ascertaining the daily needs of wholesale customers on his route and

<sup>2</sup> Although the respondent admits the truth of the facts stated in this section, it contends that its operations do not affect commerce within the meaning of the Act. We have heretofore, in *Matter of Southern United Ice Company, d/b/a Bluff City Delivery*, 58 N. L. R. B. 584, considered and rejected this contention. We are still of the same opinion and find that the respondent's operations affect commerce within the meaning of the Act. See *N. L. R. B. v. Holtville Ice & Cold Storage Co.*, 148 F. (2d) 168 (C. C. A. 9).

delivering ice to them in accordance therewith, selling and delivering ice to retail customers and returning the truck, the unsold ice, daily receipts, and a report on sales to the plant after the route had been covered. For about 8 or 9 years prior to his discharge Minion performed these duties with the aid of a helper, Robert Tipton. At the time of his discharge, Minion's route covered an important part of the respondent's sales territory. It was largely a wholesale route and included cafes, restaurants, saloons, and other establishments which purchase ice in large quantities. One of the major customers served by Minion was the Memphis Union Depot to which he delivered approximately 6,000 pounds of ice each day. Another customer served by Minion was Willie Grisanti, to whose saloon Minion delivered about 600 pounds of ice each day. Minion's workday ordinarily began at about 4:30 a. m. and ended at about 1 p. m.

In October 1943, the respondent's route drivers went on strike to protest the elimination of Sunday work. Shortly after the start of the strike, Minion suggested to fellow strikers that they join the Union. A number of them accompanied Minion to the Union's office and signed union cards.<sup>3</sup> During the strike, R. L. Bell, general manager of the respondent's Memphis operations, and M. P. Harrison, the respondent's route superintendent, visited some of the strikers in their homes to persuade them to return to work. During one of these visits Harrison told James Davis, Jr., a striking employee, "Don't pay any attention to the mess Frank [Minion] started."<sup>4</sup> Following the termination of the strike, Minion continued to solicit his fellow employees to join the Union. Sometime after Christmas 1943, Harrison asked employee Eules Webb if Minion was head of the Union.<sup>5</sup> On February 13, 1944, a few days before Minion's discharge, when Minion had finished "checking up" upon returning from his route, Bell engaged Minion in conversation, during which he asked, "Frank, are you head of the Union?"<sup>6</sup> Minion replied in the affirmative.<sup>7</sup> On February 16,

<sup>3</sup> Minion's interest in self-organization dates back to 1942 when he attempted to organize his fellow workmen as members of the International Brotherhood of Operating Engineers.

<sup>4</sup> This finding is based upon the testimony of Davis. Harrison admitted visiting Davis, but, contrary to the Trial Examiner's statement, Harrison denied having mentioned "the mess Frank started." We nevertheless accept the testimony of Davis who impressed us, as he did the Trial Examiner, as a credible witness.

<sup>5</sup> Webb could not place the exact time of the inquiry. Harrison testified that he did not recall having asked such a question of Webb and that he did not think he had done so. Webb appeared to be a credible witness. We find, as did the Trial Examiner, that Harrison made the statement attributed to him by Webb.

<sup>6</sup> In so finding, we credit Minion's testimony, as did the Trial Examiner. Bell did not contradict Minion's testimony to this effect other than to deny generally that he had discussed the Union with any employee.

<sup>7</sup> On direct examination, upon being asked what he had said to Bell in response to this inquiry, Minion testified, "I told him 'no, sir, that Sunday was the head of the Union.'" On cross-examination, Minion testified, "I told him yes, I was the head of this Union they took away from us." We do not regard these statements as contradictory. As previously set forth, union organization resulted from the strike in protest against the elimination of Sunday work, but Minion was the head of the organization thus started. We are satisfied and find that Minion sought to, and did, convey these ideas to Bell in his answer to Bell's query.

the respondent assigned a checker to accompany Minion on his route with instructions to prepare a written report of the names and addresses of all customers and the amounts of ice purchased by each.<sup>8</sup> On February 19, without giving Minion prior notice or warning, the respondent put Minion's truck and route in the control of Will Pope Tipton, who had arrived at the plant to get the truck for Minion, was made Pope's helper. Before beginning the day's work Pope, at the suggestion of Tipton, went to Minion's home where Minion was waiting for Tipton, and notified Minion of his discharge. Subsequently Minion went to the plant where Bell gave him a separation notice which stated as the reason for the discharge: "We are trying to build up more business on his route."

The respondent contends, in substance, that it discharged Minion because he violated certain of the respondent's rules and neglected his route.

The rules which Minion allegedly violated were those against (1) chipping ice for a customer; (2) delivering short weight of ice to customers, and, principally, (3) allowing a helper to handle a truck. With respect to the rule first mentioned, Bell testified that on "many occasions," while inspecting Minion's route, he found Minion chipping ice for Willie Grisanti, a customer who purchased a considerable amount of ice from the respondent. Bell admitted, however, that he did not reprimand Minion or otherwise call Minion's attention to the fact that this was violative of the respondent's rules. As to the second rule set forth above, Bell testified that about the end of January 1944, Furr, the respondent's platform clerk, informed Bell that Tipton had ascribed to Minion the practice of selling to a retail customer part of a wholesale customer's ice and charging the latter for full weight. Bell admitted, however, that Furr's statement was not a reason for the discharge. Although he further testified that it would have been if it were verified, the record establishes that no investigation of the charge was made. Finally, the respondent asserts that Minion habitually violated the rule against permitting a helper to drive a truck without the respondent's permission, and that he continued to do so following a warning by the respondent immediately after his helper had wrecked the truck. For several years preceding Minion's discharge, his helper, Tipton, often called at the respondent's plant for Minion's truck at the beginning of the day's work and thereafter met Minion on the route. And Tipton at times returned the truck and the day's receipts to the plant. Although the respondent generally applied the rule mentioned above, the record establishes that the respondent exercised leniency in permitting helpers to drive.<sup>9</sup> It is plain that the respondent was aware that Tipton, for a number of years, had called for and returned Minion's truck. Yet, although Minion occasionally was told

<sup>8</sup> Bell testified that this check was made for the purpose of preparing a record for the use of Minion's successor on the route.

<sup>9</sup> Harrison sometimes excused drivers from returning their trucks to the plant and permitted helpers to do so. A helper of a disabled driver was permitted to do all the driving.

to call for or return the truck, the respondent did not caution Minion that his continued failure to do so would result in discharge, or take any disciplinary action to assure compliance with the rule. Harrison admitted that he had no objection to allowing Tipton to call for the truck in the morning, and although he told Minion from time to time that he did not wish Tipton to return the truck to the plant, he gave Minion permission to allow Tipton to return the truck on certain occasions within the 2 or 3 months preceding Minion's discharge.<sup>10</sup> Moreover, despite the fact that the keys to the respondent's trucks were kept at the plant and surrendered to the drivers each morning, Tipton was never refused the key to Minion's truck. The respondent further evidenced its acquiescence in Tipton's driving the truck by securing a driver's license for Tipton.<sup>11</sup> In its brief before the Board, the respondent concedes that "It cannot be denied that for some time the Company made no objection to Tipton's coming to the plant and taking out the truck in the morning and bringing it back." It urges, however, that the situation changed after Tipton was involved in an accident which occurred while Tipton was driving the truck a month or two before Minion's discharge. While it is true that Minion was cautioned by Bell after the accident, this admonition, according to Bell's testimony, consisted merely of telling Minion to "come in and get his truck *for a few days* and bring it back" (underscoring supplied). The respondent thereafter continued to surrender the keys to Minion's truck to Tipton on occasions when the latter called for Minion's truck. Nor is there evidence of any change in Route Superintendent Harrison's attitude following the accident. He merely directed Minion occasionally, as he had done in the past, to call for his truck.<sup>12</sup>

As stated above, the respondent also contends that Minion was discharged because he had neglected his route. Bell, who had worked with Minion intermittently since sometime prior to 1932, became manager of the respondent's operations in February 1943. Bell testified that when he assumed his duties as manager he noticed that retail sales, particularly on Minion's route, were not what they should have been, and that one of his major aims as manager was to increase the respondent's retail sales of ice. In the spring of 1943 Bell instructed Harrison to investigate each route and make recommendations for improving retail sales; however, Harrison's report on Minion's route was not made until December 1943. Meanwhile, during the summer of 1943, Bell had Minion's route inspected by routine checkers. Bell testified with regard to Minion's summer sales: "In summer

<sup>10</sup> Minion's testimony, which we credit, shows that when he went hunting he "got orders from Mr. Harrison for [Tipton] to bring the truck in," and that he had received such "orders" within the 2 or 3 months preceding the discharge.

<sup>11</sup> This finding is based upon the uncontradicted testimony of Minion, which we credit, as did the Trial Examiner.

<sup>12</sup> About 2 or 3 days before Minion's discharge, Harrison sent for Minion, called him an "old woman," and told him to call for the truck the next morning. Minion did so.

he would turn in a little more retail but not enough according to what was on the route, but when I sent a man out with Frank [Minion], those days, he would bring in more retail and the route would make a different showing altogether when he had a checker on the route than when he didn't have a man checking, so that we knew that something was wrong and we knew the route ought to run about the same and not vary as much as it did in the retail branch."<sup>13</sup> Bell further testified that in December Harrison reported that his investigation of Minion disclosed not only that Minion was not selling enough ice on his route but also that Tipton was making the deliveries of ice and that Minion was spending a great deal of time at the saloon of Willie Grisanti.<sup>14</sup> Harrison testified, however, that at all times when he found Tipton operating the truck, Minion was occupied in serving a customer, and there is no evidence that Minion was ever at Grisanti's saloon during his working hours, except when he was delivering or chipping ice. During January and February, Bell received complaints from Harrison and from Platform Clerk Furr about Minion's work. There is no evidence, however, that Bell communicated these complaints to Minion or reprimanded him therefor. During this period Harrison discovered that on one occasion Minion had made a bank deposit for Grisanti when he should have been on his route. Harrison merely told Minion that he did not want the latter running errands when he was supposed to be on the job. In January 1944, according to Bell, Harrison reported that Minion was "getting worse" and Bell and Harrison testified that on the basis of this report Bell determined to discharge Minion. Bell testified that he continued to employ Minion until February only because a replacement was not readily available.

### Conclusions

Upon the entire record we are convinced that Minion's discharge was violative of Section 8 (1) and (3) of the Act. Although it is evident that Minion was, to some extent, guilty of neglecting his duties as an employee of the respondent,<sup>15</sup> it does not necessarily follow that the dismissal of Minion was the result of such neglect. The conduct of Minion which the respondent asserts was his most serious infraction of rules, allowing Tipton

<sup>13</sup> Entries from the respondent's records, introduced into evidence at the hearing before the Trial Examiner, indicate that although Pope, Minion's successor on the route, in the summer months of 1944 outstripped Minion's retail sales of ice for the summer months of 1943. Pope, in his first 2 months as a driver on the route was not responsible for as high a percentage of the respondent's total sales as was Minion in the 2 months immediately preceding his discharge. The respondent admits that Minion gave good service to wholesale customers.

<sup>14</sup> Manuel Walker, who drove one of the respondent's trucks on a route adjoining Minions, testified that for at least 3 years prior to Minion's discharge, Walker had observed that three or four times a week Tipton seemed to be making Minion's deliveries by himself. Minion admitted that he had done favors for Grisanti for at least 5 years prior to his discharge.

<sup>15</sup> We accept as true the respondent's offer of proof that Minion, in the fall of 1943, told employee Walker that he did not care about the route because he had his own business, a wood yard and a restaurant.

to drive his truck to and from the respondent's plant, had been accepted by the respondent for many years without serious reprimand and, we find, with its tacit consent. Of the two other instances of violation of rules relied upon by the respondent as reasons for the discharge, one drew no reprimand whatsoever from the respondent, and the other admittedly was not a cause of the discharge. While Minion may have spent a great deal of time in the saloon of Willie Grisanti, as charged by the respondent, there is no evidence that Minion did so during working hours except in connection with the respondent's business. The discovery that on one occasion Minion had made a bank deposit for Grisanti merely evoked a warning against repetition and there is no showing that such an offense was repeated. As for Minion's alleged failure to obtain retail business, it was shown that Minion had been entrusted with one of the respondent's most important routes for several years. Bell, who was manager of the respondent's operation for a full year prior to Minion's discharge, was well aware of Minion's sales record at the time he became manager of the respondent's operations. His knowledge in that respect was implemented by the reports of checkers in the summer of 1943, long before the receipt of Harrison's report and long before Minion started to engage in union activity. Yet, it was not until after the respondent had become aware of Minion's activity in connection with the strike of October 1943 and his subsequent organizational efforts on behalf of the Union that the respondent marshalled the evidence upon which it seeks to justify the discharge, and then discharged him without prior warning that a continuation of his alleged deficiencies would result in such action. We are satisfied that the manner in which Minion handled his route in the months preceding his discharge was not materially different from that of previous years, and that the only substantial change in Minion's behavior in this period concerned his concerted and union activity. As found above, during the strike of October 1943, Minion suggested affiliation with the Union to fellow strikers, who then accompanied Minion to the Union's office where they signed union cards, and, following the strike, Minion continued his activity on behalf of the Union. That the respondent considered Minion the leader of the strikers and the leader in the attempt to organize the employees as members of the Union is manifest from Harrison's characterization of the strike as "the mess Frank [Minion] started." Harrison's subsequent inquiry of Webb concerning Minion's union leadership, and Bell's inquiry of Minion as to whether Minion was "head of the Union," to which Minion replied in the affirmative. This conversation between Bell and Minion, which took place just prior to Minion's discharge, establishes that Bell was aware of Minion's leadership and that this knowledge was foremost in the mind of Bell at the time of the discharge. We are satisfied that Minion was discharged by the respondent because it regarded him as the leader of the employees in the strike of October 1943 and in the union

activity which occurred during and following the strike.

We find that the respondent discharged Frank Minion on February 19, 1944, and thereafter refused to reinstate him, because he joined and assisted the Union and engaged in concerted activities with other employees of the respondent for the purpose of collective bargaining and other mutual aid and protection, thereby discriminating in regard to the hire and tenure of employment of Minion and discouraging membership in the Union; and that by said discharge the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III, above, occurring in connection with the operations of the respondent, described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. THE REMEDY

Having found that the respondent has violated Section 8 (1) and (3) of the Act by discharging Frank Minion, we must order the respondent, pursuant to the mandate of Section 10 (c), to cease and desist therefrom. We also predicate our cease and desist order upon the following findings: The respondent's conduct in discriminatorily discharging Minion because of his leadership among the respondent's employees in their organizational efforts discloses a purpose to defeat self-organization and its objects. As the Circuit Court of Appeals for the Fourth Circuit has stated, the "discriminatory discharge of an employee . . . goes to the very heart of the Act."<sup>16</sup> Because of the respondent's unlawful conduct and its underlying purpose, we are convinced that the unfair labor practices found are persuasively related to the other unfair labor practices prescribed and that danger of their commission in the future is to be anticipated from the respondent's conduct in the past.<sup>17</sup> The preventive purpose of the Act will be thwarted unless our order is coextensive with the threat. In order therefore to make effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby to minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, we shall order the respondent to cease and desist from in any manner

<sup>16</sup> *N. L. R. B. v. Entwistle Manufacturing Company*, 120 F. (2d) 532 (C. C. A. 4). See also *N. L. R. B. v. Automotive Maintenance Machinery Company*, 116 F. (2d) 350, 353 (C. C. A. 7), where the Circuit Court of Appeals for the Seventh Circuit observed: "No more effective form of intimidation nor one more violative of the N. L. R. B. can be conceived than discharge of an employee because he joined a Union . . . ."

<sup>17</sup> See *N. L. R. B. v. Express Publishing Company*, 312 U. S. 426.

infringing upon the rights guaranteed in Section 7 of the Act. We shall also order the respondent to take certain affirmative action designed to effectuate the policies of the Act.

We have found that the respondent discharged Frank Minion on February 19, 1944, and thereafter refused to reinstate him, because he joined and assisted the Union and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection. We shall, therefore, order the respondent to offer Minion immediate and full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered by reason of the discrimination against him by payment to him of a sum of money equal to the amount which he normally would have earned as wages from the date of his discharge to the date of the offer of reinstatement, less his net earnings,<sup>18</sup> during such period.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the Board makes the following:

#### CONCLUSIONS OF LAW

1. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local #667, A. F. of L., is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of Frank Minion, thereby discouraging membership in International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #667, A. F. of L., the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

#### ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the Na-

<sup>18</sup> By "net earnings" is meant earning less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company*, 8 N. L. R. B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v N. L. R. B.*, 311 U. S. 7.

tional Labor Relations Board hereby orders that the respondent, Southern United Ice Company, d/b/a Bluff City Delivery, Memphis, Tennessee, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., Local Union #667, or in any other labor organization of its employees, by discharging or refusing to reinstate any of its employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., Local Union #667, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2 Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Offer to Frank Minion immediate and full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights and privileges;

(b) Make whole Frank Minion for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge, February 19, 1944, to the date of offer of reinstatement, less his net earnings during said period;

(c) Post immediately throughout the respondent's Memphis, Tennessee, plants copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by the respondent's representative, be posted by the respondent immediately upon receipt thereof, and maintained for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Fifteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Order.

## APPENDIX A

## NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that .

We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of North America, Local Union #667, A. F. of L. or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

We will offer to the employee named below immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination.

Frank Minion

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

SOUTHERN UNITED ICE COMPANY, D/B/A  
BLUFF CITY DELIVERY (*Employer*)

By

(Representative)

(Title)

Dated

NOTE.—Any of the above-named employees presently serving in the armed forces of the United States will be offered full reinstatement upon application in accordance with the Selective Service Act after discharge from the armed forces

This Notice must remain posted for 60 days from the date hereof, and must not be altered, defaced or covered by any other material.