

In the Matter of FIRESTONE TIRE & RUBBER COMPANY and HERBERT E.
HARMON

Case No. 18-C-1136.—Decided April 23, 1946

DECISION
AND
ORDER

On October 22, 1945, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the respondent filed exceptions to the Intermediate Report and a supporting brief. No request for oral argument before the Board at Washington, D. C., was made by any of the parties, and none was held.

The Board has reviewed the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the respondent's exceptions and brief, and the entire record in the case, and, to the extent consistent with the Decision and Order herein, hereby adopts the findings and conclusions of the Trial Examiner, and finds merit in the respondent's exceptions.

The Trial Examiner found that the respondent's failure to employ Herbert E. Harmon constituted discrimination in regard to his hire within the meaning of Section 8 (3) of the Act. We do not agree.

In arriving at his finding of discrimination, the Trial Examiner relied principally on the following factors: (1) that the burden of proof was on the respondent to establish that it honestly believed that Harmon's stubbornness and bad temper "associated with his union activities" at the Lake Shore Tire & Rubber Company was "unreasonable" or extended "beyond the permissible bounds of union activities"; (2) that the respondent's failure to introduce the Lewis System's report concerning the investigation of Harmon in itself warranted the Trial Examiner in discrediting the respondent's witnesses with respect to their contents; and (3) that Personnel Manager Eib ad-

mitted that Harmon's union activities at Lake Shore were the reason for the respondent's refusal to hire him.

With respect to point one, we are of the opinion that the Trial Examiner is in error as to where the burden of proof lies. The burden was on counsel for the Board to prove that the respondent was discriminatorily motivated in refusing to employ Harmon rather than on the respondent to prove the opposite. As for point two, it appears that no objection was made to the introduction of oral testimony concerning the contents of the report and that the report could have been offered in evidence by counsel for the Board. Under these circumstances we do not feel that the respondent's failure to offer the report in evidence in itself warrants discrediting the respondent's witnesses with respect to what they relied on in refusing to employ Harmon. The testimony of Harmon,¹ upon which the Trial Examiner based his finding of an admission by Personnel Manager Eib, is ambiguous and equivalent to no more than an admission by Eib that Harmon's "unionism" was discussed during the conversation in question. Consistent with this view is Eib's denial that he at any time told Harmon that the respondent would not employ him because he had been a committeeman or steward or had been active in adjusting grievances at the Lake Shore Tire & Rubber Company.

On the other hand there is uncontradicted testimony in the record negating a finding of discrimination in this case. Thus, although the respondent was aware at an early date that Harmon was active in union affairs, it nevertheless thereafter undertook an extensive investigation of Harmon's qualifications and did not pass upon these qualifications until the investigation was completed. The respondent has employed other union members. And the record is wholly devoid of evidence pointing to an anti-union animus on the part of the respondent.

Upon the entire record we are of the opinion, and find, that the evidence fails to establish that Harmon was refused employment because of his union membership and activities. Accordingly, we shall dismiss the complaint.

ORDER

Upon the basis of the foregoing findings of fact and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that

¹ Harmon's testimony is as follows

Q Didn't you [Harmon] say . "It is my unionism which has prevented me from getting employment here"?

A That was discussed in the conversation, yes

Q Did you say that?

A. He [Eib] and I both did.

the complaint against the respondent, Firestone Tire & Rubber Company, Des Moines, Iowa, be, and it hereby is, dismissed.

INTERMEDIATE REPORT

Stanley D. Kane, Esq., for the Board.

Harold L. Mull, Esq., of Akron, Ohio, for the respondent.

STATEMENT OF THE CASE

Upon a charge duly filed by Herbert E. Harmon, the National Labor Relations Board, herein called the Board, by the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued its complaint dated May 21, 1945, against Firestone Tire & Rubber Company, Des Moines, Iowa, 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) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint together with notices of hearing were duly served upon the respondent and upon Herbert E. Harmon.

With respect to the unfair labor practices the complaint alleged in substance that the respondent refused to hire Herbert E. Harmon on April 25, 1945, and has since that time continued to refuse to hire him, because he joined the United Rubber Workers of America, C. I. O., herein called the Union, and because he engaged in concerted activities with other members of the Union; and thereby engaged in conduct violative of Section 8 (1) and (3) of the Act.

In its duly filed answer the respondent denied that it had engaged in the alleged unfair labor practices.

Pursuant to notice a hearing was held at Des Moines, Iowa, on June 7, 1945, before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues, was afforded all parties. At the opening of the case the respondent objected to the taking of testimony on the ground that the complaint did not state an unfair labor practice within the meaning of the Act. The undersigned overruled the objection.¹ At the close of the Board's case the undersigned reserved ruling on a motion by the respondent to dismiss the complaint. The respondent renewed its motion near the close of the hearing and the motion was then denied. At that time the undersigned granted without objection a motion of Board's counsel to conform the pleadings to the proof "as to formal matters." Both the Board and the respondent participated in oral argument at the conclusion of the taking of testimony, and have filed briefs with the undersigned.

Upon the entire record in the case and upon his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I THE BUSINESS OF THE RESPONDENT

Firestone Tire & Rubber Company is an Ohio corporation with its principal office at Akron, Ohio. It operates a tire manufacturing plant at Des Moines, Iowa, the sole plant involved in this proceeding.

¹ The respondent cited *N. L. R. B. v. National Casket Co.*, 107 F. (2d) 992 (C. C. A. 2), to support its motion. However, this question was adjudicated in *Phelps Dodge Corporation v. N. L. R. B.*, 313 U. S. 177.

It was stipulated by the parties that the respondent purchases raw materials for its Des Moines plant valued in excess of \$100,000 per year, all of which were shipped to its plant from points outside the State of Iowa. Each year, finished products valued in excess of \$100,000.00 are shipped from its Des Moines plant to points outside the State of Iowa.

At the hearing the respondent admitted that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

United Rubber Workers of America is a labor organization affiliated with the Congress of Industrial Organizations and admits to membership employees of the respondent.

III THE UNFAIR LABOR PRACTICES

A. *The refusal to hire*

Herbert E. Harmon began his employment as a rubber worker in 1929 at the Lake Shore Tire and Rubber Company, Des Moines, Iowa, hereinafter referred to as Lake Shore. He remained in the employ of Lake Shore until December 1941, at which time he was laid off by reason of a substantial curtailment in that Company's operations.² The record show that during his employment at Lake Shore he worked in various phases of tire manufacturing. In March 1942, he was employed by United States Rubber Company, also located in Des Moines, and hereinafter referred to as U S. Rubber. On or about April 25, 1945, he requested and was granted a release from that Company. His duties at U. S. Rubber were, in the main, similar in nature to his duties at Lake Shore. That Harmon was an experienced and efficient rubber worker is uncontradicted in the record.

In 1938, while in the employ of Lake Shore, Harmon joined the Union and immediately thereafter became extremely active in its behalf. His union activities led to his selection as a shop steward and as a member of the Union's executive committee. As shop steward he was required to present union grievances to the management, and as a member of the executive committee he participated in negotiations which resulted in a closed-shop contract between the Union and Lake Shore.

Harmon's union activities while employed at U. S. Rubber paralleled his union activities at Lake Shore. As an example, during the union organizing campaign at U S Rubber, Harmon signed up approximately 500 members which fact was highly instrumental in establishing the Union as the bargaining agent for U. S. Rubber's production and maintenance employees. After the Union was established he served as a building steward and also as a member of the committee which negotiated a collective bargaining agreement between that Company and the Union.³

In January 1945, the respondent's tire manufacturing plant in Des Moines was under construction, and the evidence shows that it was not until February 26, 1945, that actual production operations were started. However, the respondent's personnel manager, Dwight Eib, opened an office in Des Moines sometime in November 1944, for the purpose of hiring workers for its future operations. In the middle of January 1945, Harmon visited Eib and requested employment

² Harmon left Lake Shore in 1931 to work on a farm and was rehired in 1932.

³ The facts set forth above relative to Harmon's employment and union activities are taken from Harmon's, uncontradicted testimony which is credited by the undersigned

but was told that he would have to get his release from the U. S. Rubber before anything further could be done in the matter. A few weeks following this visit, Harmon wrote to the respondent again requesting employment but the respondent failed to answer his letter. Sometime thereafter Harmon telephoned Eib and an application for employment was mailed to him which he filled out and mailed back to the respondent.

In April, Harmon again visited Eib's office but on this occasion he was referred to Robert Schaller, the respondent's assistant personnel manager. After inquiring about Harmon's experience as a rubber worker, Schaller told him he would have to procure a release from U. S. Rubber before the respondent could employ him. Harmon thereafter requested and was granted his release by that company on April 25, 1945, as stated hereinbefore, and on the same day presented it to Schaller.⁴ Harmon was then given a "personal history application" by Schaller and, according to Schaller's testimony, while Harmon was filling out the application, he checked by telephone certain references furnished therein, among which were Lake Shore and U. S. Rubber. It is Schaller's testimony that he looked over Harmon's completed application and then informed Harmon that he "would not be acceptable to our operations" because of "his bad temper and stubborn disposition." Harmon thereupon asked him if his union activities were not the real reason for not being hired and that he replied "definitely no." Schaller also testified that "I believe I told Mr. Harmon to come in and see me the following day; that I would take his application up with Mr. Eib" . . . that Harmon came back the next day, "and I told him that I had taken up this case with Mr. Eib and the answer was still the same." It is also Schaller's testimony that he was apprised of Harmon's "bad temper and stubborn disposition" by Personnel Manager Benton of Lake Shore, who also stated at the time that Harmon was not eligible for reemployment at that Company for the same reason. Schaller admitted that during the same conversation with Benton he was also apprised of the fact that Harmon was active in the Union while employed there. Schaller further admitted that his inquiry at U. S. Rubber disclosed that Harmon's employment record there was good and that he was eligible for reemployment by that company.

Eib testified that shortly after Harmon talked to Schaller, Harmon came into his office, "asking why Firestone did not employ him." In answer to Harmon's question, he told him that he was not eligible for employment at that time because he desired to make a more complete investigation of the references found in his application in view of certain information he received from Benton and the fact that U. S. Rubber was willing to release him at a time when that company was critically in need of men.

Eib further testified that a few days before May 10, Harmon again contacted him and that he told Harmon that his investigation was still going on. Eib testified further that on or about May 10, he had another conversation with Benton wherein "Mr. Benton reiterated that Mr. Harmon was not eligible for reemployment at the Lake Shore Tire & Rubber Company. I questioned him, why,—and it was pointed out that Mr. Harmon had an extremely bad temper which he could not control, and also that he was very stubborn."⁵ Eib also testified that during that conversation, Benton mentioned the fact that Harmon was a member of the local union at Lake Shore but that Benton did not expand on that statement.

⁴ There is no serious conflict in the record with respect to the several contacts Harmon had with the respondent's employment office between the middle of January and April 25.

⁵ From Eib's testimony, it appears that he had his first conversation with Benton just prior to May 1.

Eib testified on direct examination that Harmon's union activities were not taken into consideration when he made the decision not to hire him. Also on direct examination he stated that his unwillingness to hire Harmon was based solely upon the information he had received from Benton concerning Harmon's stubbornness and argumentativeness as well as Lake Shore's position with respect to the rehiring of Harmon. However, on cross-examination he testified that on or about May 5,⁶ he retained the Lewis System, a private detective agency, for the purpose of rechecking the information furnished by Benton,⁷ that on May 23 a report was received from that agency which substantiated the information received from Benton, and that it was solely on the basis of the report that he refused to hire Harmon.⁸ Also on cross-examination, he stated that it was the respondent's usual policy to make its own investigation of prospective production employees, that it retained the Retail Credit Agency to investigate salaried employees, but that on approximately 10 occasions it had also used that agency to investigate production workers;⁹ and that the Lewis System was used for the first time to investigate Harmon.

Harmon testified that on April 25, the day he handed his release to Schaller, he was told that his application for employment would be brought to Eib's attention and that he should return the following day. He returned the following day and was told by Schaller that Eib had issued instructions not to hire him. He was also told by Schaller, he testified, that the respondent decided not to hire him for the reason of certain information it had received from Benton, which was, in substance, that a plant manager of Lake Shore advised its personnel office not to rehire him because of the stubborn manner in which he handled union grievances while he was employed there. According to Harmon, he thereupon explained to Schaller his duties as a union steward and the procedure he followed in adjusting grievances at Lake Shore.¹⁰

After this conversation, Harmon stated that he went to see Benton in order to learn more fully the exact status of his record at Lake Shore, that he had a conversation with Benton, and that Benton told him "that Mr. Fraser (plant manager for Lake Shore) had left word that I was not to be employed; that I was too much—that is, taking too much for granted, going through the union lines of work taking up time, and through the grievance procedure, and he, [Fraser] himself, didn't approve of that," and also that "I had been the disturbance on grievance matters at U. S. Rubber Company."

Following this conversation with Benton, Harmon testified that he contacted Eib and, after relating his visit with Benton, a long discussion followed regarding unionism during which both he and Eib admitted that his union activities at Lake Shore prevented him from getting employment with the respondent.¹¹ Eib did not deny this discussion with Harmon. Harmon also testified that during his many conversations with Eib there was never any mention made by Eib that

⁶ The charge in this case was filed with the Board on May 3

⁷ Eib and Schaller both testified that they did not recheck Harmon's record at U. S. Rubber

⁸ The respondent did not offer the Lewis System's report in evidence

⁹ Eib did not testify as to whether the Retail Credit Agency was used to investigate Harmon.

¹⁰ Schaller did not deny having had an extended discussion concerning unionism with Harmon

¹¹ Harmon testified on cross-examination as follows

Q Didn't you say "It is my unionism which has prevented me from getting employment here"?

A That was discussed, in the conversation, yes

Q Did you say that?

A He and I both did [Italics supplied]

Benton told him that Harmon had a stubborn and bad tempered disposition. He denied that Schaller made any remark to him to the effect that Schaller was informed by Benton that he was exceedingly argumentative with other employees at Lake Shore, and said that he could not recall Schaller ever stating that he was supposed to have had a bad temper. Harmon's testimony regarding his conversation with Benton which revealed that the only reason Harmon was ineligible for reemployment at Lake Shore was because of certain instructions left in Lake Shore's personnel office by its plant manager, and that the motivating reason for such instructions was that the plant manager had a certain amount of difficulty in adjusting union grievances with Harmon, remains undened on the record.

After considering the entire testimony of Harmon, Eib, and Schaller, the undersigned finds that the testimony of Harmon, in the main, was detailed and convincing while that of Eib and Schaller was manifestly general and somewhat evasive. Moreover, the record discloses certain conflicts between the testimony of Schaller and that of Eib.¹² The undersigned credits the entire testimony of Harmon.

The record shows that Harmon was an efficient and experienced rubber worker. The respondent does not deny the fact that at the time Harmon sought employment as a rubber worker it was endeavoring to hire that type of worker for its plant.¹³ The respondent contends, however, that Harmon was refused employment solely on the grounds furnished by Benton, and which were allegedly supported by the Lewis System's report, namely, that Harmon was possessed of a stubborn and bad tempered disposition. The respondent further contends that its agents had a legal right to rely on the information it received from Benton if they chose to do so and that it is immaterial whether the information is true or false.

It is difficult for the undersigned to believe that the respondent, while seeking workers at a time when there is a stringent manpower shortage, should demand that its employees who are engaged in a mass production operation be both pliable and placid. Moreover, after considering the entire record, there is no convincing evidence found therein to support a finding that the allegedly stubborn and bad tempered disposition of Harmon in any manner affected his duties as a rubber worker. On the other hand there is clear and convincing evidence that Harmon's union activities alone was the only reason for the position taken by Lake Shore regarding the rehiring of Harmon.

From the entire body of the evidence, it is a fair inference, and the undersigned finds, that Benton informed Eib and Schaller that Harmon's stubbornness and bad tempered disposition was associated with his union activities rather than in connection with his production work, and that this information was relayed to Harmon by both Eib and Schaller.

It may have been a fact that Harmon was persistent in his demands while performing his duties as an officer of the Union while at Lake Shore, but it is a well known fact that during collective bargaining negotiations both management and labor, as a general rule, are persistent in their demands. For this reason it was incumbent upon the respondent to adduce evidence to show that

¹² An example of this is that Schaller testified that the Lewis System was used on more than one occasion by the respondent, while Eib testified that the investigation of Harmon was the only time that agency was ever used. Another example is that Schaller testified that he told Harmon on or about April 25 that Eib instructed him not to hire Harmon, while Eib testified that Harmon was never refused employment until May 23, the date on which Eib received the Lewis System Report.

¹³ Lee Keyser, Area War Manpower Director, testified that the respondent had an unfiled order for rubber workers on file in his office on April 25 and that at the time of the hearing the order was still unfiled. He also testified that the respondent has the highest priority among similar industries in the Des Moines Area.

it honestly believed Harmon's attitude or temperament, while engaged in union activities, was unreasonable, or that it honestly believed Harmon went beyond the permissible bounds of union activity, in order that the allegation of a refusal to hire for union activities found in the complaint could be dissipated.³⁴ This the respondent failed to do.

B *Concluding findings*

Since the credible evidence shows, and the undersigned has found, that both Eib and Schaller told Harmon that they had been informed by Benton that his stubbornness and bad temper were revealed to Lake Shore through his union activities, the undersigned is unable to credit the respondent's contention that both Eib and Schaller relied only on that part of Benton's statements to them which related to Harmon's temperament. Also, since the respondent failed to introduce in evidence the Lewis System's report which allegedly supported the information received from Benton and which the respondent allegedly relied upon to refuse Harmon employment, the undersigned does not give credence to the testimony of respondent's witnesses relating thereto. Finally, since the credible testimony of Harmon reveals that during a conversation between Eib and Harmon, in which Harmon's union activities at Lake Shore was extensively discussed, Eib admitted that such activities was the reason for the respondent's refusal to hire him, and the additional fact that the respondent introduced no evidence to show that it believed that such activities were beyond the permissible bounds of union activity, it must be found that the refusal to hire Harmon was violative 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

Since it has been found that the respondent has engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. United Rubber Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire of Herbert E Harmon and thereby discouraging membership in United Rubber Workers of America, the respondent, Firestone Tire & Rubber Company, 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 rights guaranteed in Section 7 of the Act, the respondent has engaged

³⁴ See *Matter of Fred A. Snow Company*, 53 N L R B 977.

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.

RECOMMENDATIONS

Upon the basis of the above findings of fact, and conclusions of law and upon the entire record in the case, the undersigned recommends that the respondent, Firestone Tire & Rubber Company, Des Moines, Iowa, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in United Rubber Workers of America, affiliated with the Congress of Industrial Organizations, or any other labor organization of its employees, by discriminating in regard to the hire and tenure of employment or any term or condition of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

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

(a) Offer immediate employment without prejudice to full seniority and other rights and privileges to Herbert E. Harmon, at the same or a substantially equivalent position at which he would have been employed on April 25, 1945, as the case may be, had the respondent not unlawfully refused to hire him, placing him, if employment is not immediately available, upon a preferential list and thereafter, in said manner, offer him employment as it becomes available;

(b) Make whole Herbert E. Harmon for any loss of pay he may have suffered as the result of the respondent's refusal to hire him on April 25, 1945, to the date of offer of employment, or placement upon a preferential list as above provided, less his net earnings¹⁵ during the said period,

(c) Post at its Des Moines, Iowa, plant, copies of the notice attached to the Intermediate Report herein, marked "Appendix A." Copies of the notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by the respondent's representative, be posted by it immediately upon receipt thereof and maintained by it 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.

It is further recommended that unless on or before ten (10) days from the date of the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

¹⁵ By "net earnings" is meant earnings 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.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations file with the Board, Rochambeau Building, Washington 25, D C, an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing within ten (10) days from the date of the order transferring the case to the Board.

JOSEPH E. GUBBINS,
Trial Examiner.

Dated October 22, 1945

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner 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 United Rubber Workers of America, affiliated with the Congress of Industrial Organizations, 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 immediate employment to Herbert E Harmon at the same or substantially equivalent position at which he would have been employed had he not been discriminated against on April 25, 1945, and make him whole for any loss of pay suffered as a result of the discrimination, placing him, if employment is not immediately available, upon a preferential list and thereafter, in said manner, offer him employment as it becomes available.

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.

THE FIRESTONE TIRE & RUBBER COMPANY

Dated _____ By _____
(Representative) (Title)

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.