In the Matter of McConica Motors *and* Local Lodge No. 1831, International Association of Machinists

Case No. 21–CA–409.—Decided August 1, 1950

DECISION AND ORDER

On April 19, 1950, Trial Examiner C. W. Whittemore 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. The Trial Examiner also found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of this allegation.[1] Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board [2] has reviewed the rulings made by 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 exceptions and the supporting brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions and modifications:

1. The Trial Examiner found, and we agree, that the Respondent discriminatorily discharged Gordon Johnson because of his union activities. We rest our conclusion upon the clear evidence in the record, as outlined in the Intermediate Report, that Johnson was known by the Respondent to be an active union adherent; that he was seen by Service Manager Guay on company premises together with the union representative who was attempting to organize the Respondent's employees; that Guay cautioned Johnson to leave the boys alone and not do any organizing, and on one occasion, threatened Johnson "if [he] bothered the boys down there [Guay] would have

[1] I. e., that the Respondent prevented employees from contacting and being contacted by their authorized representative during their own time.

[2] Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Murdock].

to let [Johnson] go";[3] that within a short time after having given an authorization card to employee Clemo, Johnson was discharged; and that Guay, in terminating Johnson, displayed the union authorization cards he had collected from the employees that day, remarking that Johnson's activities in passing them out to the employees "hadn't done [Johnson] any good."

2. In addition to the instances of unlawful interrogation on the part of Service Manager Guay, set forth in the Intermediate Report, the record indisputably shows, and we find, that Guay similarly engaged in interrogation by questioning (1) employee Stufflebeam, shortly after the latter commenced employment with the Respondent—whether he was going to join the Union, and (2) employee Clemo,—whether he had been to the union meeting, and—if he had joined the Union.

3. The Trial Examiner found, and we agree, that the conduct of Service Manager Guay in collecting the union authorization cards of the employees constituted a violation of the Act, as alleged in the complaint. However, the record reflects some conflict in testimony as to the precise circumstances surrounding this alleged conduct, which is not clearly resolved in the Intermediate Report.

Guay admitted that he picked up blank authorization cards, in the possession of the employees, which he saw "there on the bench," after having been informed by an employee what the cards were; that he showed these cards to Manager and Copartner McConica, who advised Guay to return them because it was the employees' "own business"; and that Guay returned the cards by laying them back "on the bench." McConica testified that Guay did report to him with the authorization cards as asserted by Guay. However, the testimony of employees Thomas and Clemo varies in some respects from that of Guay. Thomas testified that Guay approached him and asked him if he had an authorization card. Upon receiving an affirmative reply, Guay asked to see the card, took the card given to him by Thomas, departed, and later that day returned the card to Thomas personally. Employee Clemo also testified that Guay specifically requested his authorization card, and then proceeded to take the card from Clemo's tool box, later putting the card back into the box. Employee Johnson testified that authorization cards had been distributed in the shop on or about March 9, 1949, before Guay showed him a number of such cards at the time of his discharge.

[3] Johnson's testimony. Guay entered a general denial of "any discussion at the time with Mr. Johnson in connection with the question of union activities in that shop." Like the Trial Examiner, we credit Johnson as being more reliable, on the basis of the entire record.

Under the circumstances, we believe the foregoing testimony of Thomas, Clemo, and Johnson is more worthy of credit, insofar as any conflict in evidence exists. In so concluding, we are mindful that Guay's testimony in other respects had been discredited by the Trial Examiner. Thus, we find that Guay solicited and collected from individual employees unsigned union authorization cards shortly after these cards had been distributed to them and that one of Guay's purposes in doing so was graphically to demonstrate to Johnson, while discharging him, that Johnson's union activities had been in vain. Even apart from the element of unlawful interrogation implicit in Guay's solicitation and collection of these cards, we are of the opinion that Guay's conduct in this regard constituted an unlawful interference with the rights of the employees guaranteed in Section 7 of the Act, in violation of Section 8 (a) (1), as alleged.

The Remedy

As recommended by the Trial Examiner, we shall order the Respondent to offer Gordon Johnson reinstatement with back pay from the date of his discharge. Since the issuance of the Trial Examiner's Intermediate Report, however, the Board has adopted a method of computing back pay different from that prescribed by the Trial Examiner.[4] Consistent with that new policy we shall order that the loss of pay be computed on the basis of each separate calendar quarter or portion thereof during the period from the Respondent's discriminatory action to the date of a proper offer of reinstatement. The quarterly periods, hereinafter called "quarters" shall begin with the first day of January, April, July, and October. Loss of pay shall be determined by deducting from a sum equal to that which these employees would normally have earned for each quarter or portion thereof, their net earnings,[5] if any, in other employment during that period. Earnings in one particular quarter shall have no effect upon the back-pay liability for any other quarter.

We shall also order the Respondent to make available to the Board upon request payroll and other records to facilitate the checking of the amount of back pay due.[6]

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[4] *F. W. Woolworth Company*, 90 NLRB 289.

[5] 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, which would not have been incurred but for this unlawful discrimination, and the consequent necessity of his seeking employment elsewhere. *Crossett Lumber Company*, 8 NLRB 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered earnings. *Republic Steel Corporation* v. *N. L. R. B.*, 311 U. S. 7.

[6] *F. W. Woolworth Company*, 90 NLRB 289.

ORDER

Upon the entire record in the case, and pursuant to Section 3 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondent, McConica Motors, Ventura, California, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Local Lodge No. 1831, International Association of Machinists, or 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 and tenure of employment, or any terms or condition of employment;

(b) Interrogating its employees in any manner concerning their union affiliation, activities, or sympathies;

(c) In any 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 Local Lodge No. 1831, International Association of Machinists, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

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

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

(b) Make whole Gordon Johnson, in the manner set forth in the section entitled "The Remedy," for any loss of pay he may have suffered as a result of the Respondent's discrimination against him;

(c) Upon request, make available to the National Labor Relations Board, or its agents, for examination and copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records necessary for a determination of the amounts of back pay due and the right of reinstatement under the terms of this Order;

(d) Post at its plant in Ventura, California, copies of the notice attached hereto marked Appendix A.[7] Copies of said notice, to be

[7] In the event that this Order is enforced by decree of the United States Court of Appeals, there shall be inserted in the notice, before the words "A Decision and Order," the words "A Decree of the United States Court of Appeals Enforcing."

furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent 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;

(e) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the receipt of this Order what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleges that the Respondent prevented employees from contacting and being contacted by their authorized representative during their own time.

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, as amended, we hereby notify our employees that:

WE WILL NOT discourage membership in LOCAL LODGE No. 1831, INTERNATIONAL ASSOCIATION OF MACHINISTS, or any other labor organization of our employees, by discharging or refusing to reinstate any of our employees, or by discriminating in any other manner with regard to their hire and tenure of employment, or any term or condition of employment.

WE WILL NOT interrogate our employees in any manner concerning their union affiliation, activities, or sympathies.

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 LOCAL LODGE No. 1831, INTERNATIONAL ASSOCIATION OF MACHINISTS, 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, or to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the National Labor Relations Act.

WE WILL OFFER to the employee named below immediate and full reinstatement to his former or substantially equivalent posi-

tion without prejudice to any seniority or other rights and privileges enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination:

Gordon Johnson

All our employees are free to become, remain, or refrain from becoming members of the above-named union or any other labor organization except to the extent that the right to refrain may be affected by a lawful agreement requiring membership in a labor organization as a condition of employment. We will not otherwise 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.

McCONICA MOTORS,
Employer.

Dated _____ By _____
(Representative) (Title)

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

INTERMEDIATE REPORT

Mr. Daniel J. Harrington, for the General Counsel.
Mr. Thomas H. Cornwall, (Canfield & Westwick) Santa Barbara, Calif., for the Respondent.

STATEMENT OF THE CASE

Upon a charge duly filed by Local Lodge No. 1831, International Association of Machinists, herein called the Union, the General Counsel of the National Labor Relations Board,[1] by the Regional Director of the Twenty-first Region (Los Angeles, California), issued a complaint dated February 17, 1950, against McConica Motors, Ventura, California, 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 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, Public Law 101 (80th Congress, First Session), herein called the Act. A copy of the charge was duly served upon the Respondent. Copies of the complaint and notice of hearing thereon were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint as amended at the hearing alleges, in substance, that the Respondent: (1) Since September 1948 has questioned its employees as to their union membership, warned them against joining, collected their union authorizations cards, and prevented their being contacted by a union representative on their own time; (2) on March 9, 1949, discriminatorily discharged employee Gordon Johnson because of his union activities; and (3) by these acts has interferred with, restrained, and coerced its employees in the exercise of rights guaranteed by Section 7 of the Act.

[1] The representative of the General Counsel at the hearing is herein referred to as General Counsel, the National Labor Relations Board as the Board.

On February 27, 1950, the Respondent filed its answer, in which it denied that it was engaged in commerce within the meaning of the Act and that it had engaged in any unfair labor practices. The answer admitted, however, that Johnson had been discharged and had been refused reinstatement.

Pursuant to notice, a hearing was held on March 7, 1950, at Ventura, California, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and participated in the hearing. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the conclusion of the hearing a motion was granted to conform the pleadings to the proof in minor matters, such as spelling and dates. Counsel waived the privilege of arguing orally before the Trial Examiner. A brief has been received from counsel for the Respondent.

Upon the entire record in the case, and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

McConica Motors, a copartnership, has its principal office and place of business in Ventura, California, where it is engaged in the business of purchasing and selling Pontiac automobiles and GMC trucks, used cars, and miscellaneous materials, equipment, and supplies. All purchases of new automobiles and trucks are made from plants of General Motors Corporation located in South Gate, Van Nuys, and Oakland, California, under a direct dealer-selling franchise agreement with Pontiac Motors Division, General Motors Corporation. During 1948 the Respondent's total purchases amounted to about $730,000 in value, and its sales amounted to approximately $940,000 in value. There is no evidence of sales being made outside the State of California.

It is the Respondent's position that the Board is without jurisdiction in this case. In numerous cases, involving dealers operating under franchise or agreement with General Motors Corporation and others, the Board has asserted jurisdiction.[2] No evidence was adduced by the Respondent which would appear to make of this case any exception.

II. THE LABOR ORGANIZATION INVOLVED

Local Lodge No. 1831, International Association of Machinists, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Major events and issues*

The issues arise from intermittent efforts toward self-organization among the Respondent's employees beginning in May 1948. In June McConica gave a dinner party to his employees and read to them a prepared speech concerning their "rights" to join a union or not. In his speech he pointed out the employment advantages they enjoyed without being represented by a union, referred disparagingly to union labor in the building field, and expressed his opinion that it would be better to "let the larger automobile dealer shops in town take the

[2] *Adams Motors, Inc.*, 80 NLRB 236; *Johns Bros. Inc.*, 84 NLRB 294; *Angelus Chevrolet Co.*, 88 NLRB 929.

lead" in organizing. He declared that if a union became their bargaining agent, it would be necessary to be "careful what we do or say" because governed by "laws, rules and regulations," and concluded by saying that while the decision was in their hands he had given reasons "why we should allow matters to stand as they are now," with "no third party between us when we have something to say to each other." [3]

In September 1948, George Price, a business representative of the Union, visited the Respondent's shop to see some of the employees. While waiting for them he was approached by Service Manager Jules Guay. When Price identified himself Guay told him there was no place at McConica Motors for a union, that he had no use for them, and had helped to run a union out of Spokane, Washington, in 1937.[4]

In this setting the major issues raised by the pleadings are: (1) The discharge of employee Gordon Johnson in March 1949, and (2) other conduct on the part of the Respondent's officials alleged to have been interference and coercion.

B. *The discharge of Gordon Johnson; interference, restraint, and coercion*

1. Facts bearing upon the issues

When hired by Guay in October 1948, Johnson was asked by the service manager if he was a union member. Johnson admitted that he was, and was told that he could stay as long as he did not engage in any union activities, otherwise he would have to leave. Guay further told him that no shop where he was service manager would be a union shop.[5]

Thereafter on several occasions Guay reminded Johnson that he had better leave "the boys" alone and not do any organizing.

On March 9, 1949, a day or so after Johnson had given a union authorization card to another employee, he was called into the office and told by Guay that he had better get himself another job, and that there was not work enough in the shop for him. Johnson replied that while work had been somewhat slack he still was one of the highest earning employees there, and asked if the real reason was not the union cards. Guay answered that he "could not say that," but took from the pigeon hole of his desk a number of union cards, showed them to the employee, and added that it had done him no good to pass them out. Johnson thereupon left and sought employment elsewhere.[6] On the same day an employee was transferred from another department to perform "the same type of work," according to McConica's testimony. Johnson has not been reinstated. According to Guay's own testimony the cards, apparently those he displayed to Johnson on March 9, were picked up by the service manager after he had seen them lying on a work bench and had been told by the employees what they were. Guay later returned the cards to the men, upon McConica's instructions.

[3] There is no claim that this speech was violative of the Act, and it clearly occurred more than 6 months before filing of the charge. Evidence as to it was offered and received only as background.

[4] Price's testimony as to this incident is undisputed.

[5] The finding as to the employment interview is based upon Johnson's credible testimony, a good part of which is undisputed. As noted in the preceding section, Guay did not deny having made his antipathy toward the Union clear to a union representative, a month before hiring Johnson.

[6] The findings as to the termination interview are based upon Johnson's credible testimony, a large part of which is not specifically disputed. Guay's version, differing somewhat, is discussed in the next section.

It is undisputed that soon after employee C. C. Thomas was hired in February 1949, Guay asked him if he belonged to the Union. Thomas replied that he did not.

2. The Respondent's position as to the discharge

The answer admits that Johnson was discharged and that reinstatement was refused him; no affirmative reason for this action is alleged.

Guay, however, stated that Johnson was not discharged. His version of the final interview is as follows:

> I called Mr. Johnson in and we talked it over. I knew he had complained that he wasn't making enough money and I asked Mr. Johnson if he thought he could find a job somewhere else where he could make more money; that work had dropped down and if he could find work elsewhere it was perfectly satisfactory with us.

When considered in the light of his flat denial that Johnson was "fired," Guay's version, unexplained otherwise, leaves two reasonable implications: (1) The employee quit, or (2) he was laid off for lack of work. Each of the latter alternatives collides with the clear assertion in the answer that Johnson was both discharged and refused reinstatement. And the claim of lack of work runs afoul McConica's testimony that another man was transferred to perform Johnson's duties. Further doubt upon the accuracy of Guay's stated recollection of what really happened is revealed by his answer to the direct question by the Respondent's counsel— ". . . what was the status of the work in the shop, was it increasing or decreasing?" Guay replied: "Really, I don't know. I couldn't say for sure."

3. Conclusions

The Trial Examiner is unable to find validity in the Respondent's confused claims as to Johnson's termination. The preponderance of credible evidence leads to the reasonable conclusion, and it is found, that Johnson was discharged because Guay believed him to be actively organizing the employees, and for the purpose of discouraging membership in the Union. It is undisputed that during the final interview Guay showed the cards to Johnson and told him that passing them out had done him no good.

In the light of the actual use to which the cards were put by Guay, his explanation that he merely wished to read them does not lend privilege to his collection of them. The Trial Examiner concludes and finds that the Respondent has interfered with, restrained, and coerced its employees in the rights guaranteed by the Act by: (1) Inquiring as to employees' union affiliations at the time of hiring; (2) warning Johnson that he could remain only as long as he refrained from union activities; (3) collecting union authorization cards; and (4) discriminatorily discharging Johnson.[7]

[7] The record contains inconclusive evidence that on one occasion Union Representative Price was ordered by McConica not to talk with the employees. McConica admitted the occasion, but said it occurred after the lunch hour, while Price claimed it was during the lunch hour. In view of Price's testimony, and that of Johnson, that the union representative often came to the shop, apparently without being ordered away, the Trial Examiner is unable to find, as alleged by an amendment to the complaint, that the Respondent prevented "employees from contacting and being contacted by their authorized representative during their own time."

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 engaged in unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action which will effectuate the policies of the Act.

It has been found that the Respondent discriminated in the hire and tenure of employment of Gordon Johnson. It will be recommended that the Respondent offer him immediate and full reinstatement to his former or a substantially equivalent position (*Chase National Bank*, 65 NLRB 827), 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 Respondent's discrimination against him by payment of a sum of money equal to that which he would have earned as wages from March 9, 1949, to the date of the offer of reinstatement, less his net earnings during that period.

In the opinion of the Trial Examiner the Respondent's conduct discloses a fixed purpose to defeat self-organization and its objectives. Because of the Respondent's unlawful conduct and its underlying purpose the Trial Examiner is convinced that the unfair labor practices found are persuasively related to the other unfair labor practices prescribed by the Act and that the danger of their commission in the future is to be anticipated from the course of the Respondent's conduct in the past. The preventive purpose of the Act will be thwarted unless the recommendations are 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 to minimize strife which burdens and obstructs commerce, and thus to effectuate the policies of the Act, it will be recommended that the Respondent cease and desist from infringing in any manner upon the rights guaranteed by Section 7 of the Act.

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

CONCLUSIONS OF LAW

1. Local Lodge No. 1831, International Association of Machinists, 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 Gordon Johnson, thereby discouraging membership in the Union, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (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 (a) (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 foregoing findings of fact and conclusions of law, it is recommended that McConica Motors, Ventura, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Local Lodge No. 1831, International Association of Machinists, or any other labor organization of its employees, by discriminatorily discharging or refusing to reinstate any of its employees, or by discriminating in regard to their hire or tenure of employment or any term or condition of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right of self-organization, to form, join, or assist Local Lodge No. 1831, International Association of Machinists, 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, or to refrain from any or all of such activities except to the extent that such right may be affected by agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act, as guaranteed in Section 7 thereof.

2. Take the following affirmative action which it is found will effectuate the policies of the Act:

(a) Offer to Gordon Johnson immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole in the manner set forth in Section V, above, entitled "The remedy";

(b) Post at its shop in Ventura, California, copies of the notice attached hereto and marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, after having been duly signed by authorized representatives of the Respondent, shall be posted by the Respondent 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;

(c) Notify the Regional Director for the Twenty-first Region in writing, within twenty (20) days from the date of receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith.

It is further recommended that unless on or before twenty (20) 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 Board issue an order requiring the Respondent to take the aforesaid action:

As provided in Section 203.46 of the Rules and Regulations of the Board any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington, D. C., an original and six 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, or it, relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party

filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said 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.

Dated at Washington, D. C., this 19th day of April 1950.

C. W. WHITTEMORE,
Trial Examiner.

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 LOCAL LODGE No. 1831, INTERNATIONAL ASSOCIATION OF MACHINISTS, 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.

Gordon Johnson

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.

McCONICA MOTORS,
Employer.

By _____
(Representative) (Title)

Dated _____

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