NORTH WHITTIER HEIGHTS CITRUS ASSOCIATION *and* FRUIT AND PRODUCE DRIVERS, WAREHOUSEMEN AND EMPLOYEES UNION, LOCAL NO. 630, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L. *Case No. 21-CA-899. April 8, 1952*

Decision and Order

On October 3, 1951, Trial Examiner A. Bruce Hunt 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 parts of the Intermediate Report and a supporting brief.

The Board [1] has reviewed the rulings of the Trial Examiner made 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 brief, and the entire record in the case, and hereby rejects the findings, conclusions, and recommendations of the Trial Examiner except to the extent that they are consistent with this Decision and Order.

The Trial Examiner found, and we agree, that the Respondent did not discriminate against Pearl Stonebrook when it refused to rehire her as an orange packer in August 1950. The record demonstrates that Stonebrook, who had worked for the Respondent off and on since 1939, did not work during the early part of the 1950 Valencia orange packing season because of her husband's illness. When she applied for work in August, the peak of that season was passed and the Respondent's seasonal employment was declining.

The Trial Examiner found, however, that the Respondent did discriminate against Stonebrook in violation of Section 8 (a) (1) and (3) of the Act, when it failed to reemploy her at the beginning of the following navel orange packing season on January 25, 1951. We cannot agree with this latter finding because we can find no substantial evidence to support it. During the 1950 Valencia season, the Respondent employed approximately 30 orange packers. During the following navel season it employed only 16, all of whom worked in the packing shed during the preceding Valencia season. The record does not establish that the principles of seniority were followed in

[1] 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 [Chairman Herzog and Members Houston and Murdock].

recruiting crews at the beginning of each season. In the circumstances, even accepting as correct the Trial Examiner's finding that the Respondent knew that Stonebrook was an assistant union steward, we cannot find, in the absence of evidence of union animus on the Respondent's part, that its failure to recall Stonebrook for the 1951 navel season was discriminatory. Accordingly, we shall dismiss the complaint.

Order

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders the complaint herein be, and it hereby is, dismissed.

Intermediate Report and Recommended Order

STATEMENT OF THE CASE

A charge having been duly filed, a complaint and notice of hearing thereon having been issued and served by the General Counsel, and an answer having been filed by the above-named Association, a hearing involving allegations of unfair labor practices in violation of the National Labor Relations Act, 61 Stat. 136, herein called the Act, by said Association, herein called the Respondent, was held upon due notice at Los Angeles, California, on August 13, 14, and 15, 1951, before the undersigned Trial Examiner. The allegations, in substance, are that on or about August 18, 1950, and at all times thereafter, the Respondent failed and refused to reinstate Pearl Stonebrook, an employee who had been given a leave of absence by the Respondent, because of her union or concerted activities, in violation of Section 8 (a) (1) and (3) of the Act. All parties were represented by counsel or other representative, were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence pertinent to the issues, to argue orally upon the record, and to file briefs and proposed findings and conclusions. A brief was received from the Respondent, and has been considered.

Upon the entire record in the case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Respondent, a California corporation, is engaged in washing, grading, packing, and selling citrus fruits at its plant in Puente, California. During the 12-month period ending June 30, 1950, the Respondent sold products valued at approximately $700,000, of which about 85 percent in value was shipped directly to points outside the State of California. There is no dispute, and I find, that the Respondent is engaged in commerce and that jurisdiction should be asserted herein.

II. THE LABOR ORGANIZATION INVOLVED

Fruit and Produce Drivers, Warehousemen and Employees Union, Local No. 630, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., herein called the Union, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Chronology of events*

The Respondent's business is seasonal, according to the periods when fruit matures. In addition to other fruit, two types of oranges, navel and Valencia, are packed for shipment, the navel packing season beginning in January or February and continuing for approximately 2 months, and the Valencia packing season running from late May through October. Between the seasons, the orange packing division of the plant is closed.

This case involves a refusal to reinstate an employee, Pearl Stonebrook, to a position as a packer of oranges, during August 1950 and again during January 1951. Stonebrook was employed by the Respondent during 1939. She became a member of the Union, and sometime before 1947 she was designated assistant stewardess in the orange department. On September 17, 1945, the Union was certified by the Board as the representative of the Respondent's employees in an appropriate unit, 63 NLRB 240, and on August 2, 1949, the Union was decertified, 83 NLRB 935. Union activity has continued, however, and Stonebrook remained as assistant stewardess until the end of her employment.

On or about May 5, 1950, shortly before the beginning of the Valencia packing season, Stonebrook visited the plant to talk with her foreman, Raymond S. Reyes. She informed Reyes that her husband was ill, that she should remain at home to take care of him, and that she would be unable to start work at the opening of the Valencia season. She also told Reyes that her husband's illness might be so extended that she would be unable to work at all during that season. She offered to obtain someone to replace her or, in the alternative, to have someone else care for her husband in order that she might work, but Reyes told her that this was unnecessary because adequate time remained before the opening of the season for him to hire a replacement. Reyes also said that she should give him a few days' notice when she wished to return to work.[1]

On August 18, 1950, while the Valencia season was under way, Stonebrook called at the plant. She told Reyes that, although her husband had not fully recovered from his illness, she was ready to return to work. Reyes answered that her request for reinstatement "put . . . [him] on the spot" because the method of packing oranges was to be changed from a "full wrap" to a "blind pack," which would result in a need for fewer packers, and that he would have to lay off several employees. Stonebrook replied that that was "too bad," but that she possessed seniority over other employees and was ready to return to work. It was decided that Stonebrook should communicate with Reyes a few days later.

On August 23, Stonebrook telephoned Reyes, who again told her that the "blind pack" operations would begin soon and that he could not reinstate her at that time. She again said that she possessed seniority and that in the event of layoffs, she was "willing to take . . . [her] chances with the rest" of the employees. She said also that she would consult someone for advice, and the conversation ended.

Within a few days, Stonebrook took up the matter with V. F. Chapman, president of the Union. Chapman telephoned Reyes, asking that Stonebrook be reinstated. Reyes answered that he had no work for her and that he was faced with the need to lay off several packers, but that he would recall Stonebrook

[1] The findings respecting this and later conversations between Reyes and Stonebrook are based upon her reliable testimony. Reyes' version of this conversation varies in certain respects, but for reasons detailed below I am unable to credit his testimony where it is in conflict with other and credible evidence.

when work became available. Chapman suggested that Reyes create a place for Stonebrook by laying off Alma Pierce, a packer who had not worked for the Respondent prior to that Valencia season and who did not "have any seniority," but Reyes declined on the ground that there was no seniority agreement between the Respondent and the Union and that it would be unfair to lay off Pierce. Chapman suggested alternatives, including the employment of Stonebrook as a grader, one who segregates oranges according to grade, until a job as a packer became available, but Reyes said that no more graders were needed.[2]

Within a few days Stonebrook again telephoned Reyes. She asked for employment, and Reyes inquired, "What lies are these that you are telling Mr. Chapman?" When Stonebrook answered that she did not understand, Reyes said that she had told Chapman that she wanted to do grading, but had asked him for employment as a packer. Reyes asked, "Just what do you want?" Stonebrook answered that she did not know what Reyes was referring to, that she was not asking for employment as a grader, and that all she wished was the packing job she had had for years. Reyes said that he could not use her services at that time.[3]

On September 21, Chapman, on behalf of the Union, filed the charge alleging an unlawful refusal to reinstate Stonebrook. On the next day, a copy was served upon the Respondent. The Valencia packing season ended during early November.

On December 21, Stonebrook mailed to the Respondent, attention of Reyes, a letter requesting employment for the approaching navel packing season. Reyes testified that although the season began on January 25, 1951,[4] he did not offer Stonebrook employment because, when he received her letter, he "had already more or less" determined which employees to recall. He also testified that he thought he then "had most of the employees in mind," "some of . . . [whom] had come" to the plant for employment. Stonebrook has not been recalled to work.

B. *Conclusions*

As found above, the Respondent refused to reinstate Stonebrook on two occasions, first, during August 1950 when the Valencia packing season was in progress, and second, for the navel packing season beginning on January 25, 1951. The General Counsel asserts that each refusal to reinstate was motivated by Stonebrook's membership and stewardship in the Union. We shall consider first Stonebrook's union activities and Foreman Reyes' knowledge thereof, and next the several defenses raised by the Respondent.

Reyes was employed as orange department foreman during 1947, after the Union's certification by the Board. Sometime prior to 1947, Stonebrook had been designated assistant stewardess in the orange department. Stonebrook was assistant to Stella Rudick, the stewardess in that department. As a witness, Reyes professed disinterest in the employees' union activities and testified that he was unaware of Stonebrook's union membership until sometime after reinstatement had been denied her. With respect to Rudick's stewardship, he

[2] The findings respecting the conversation between Chapman and Reyes are based upon the former's credible testimony. The respective versions are substantially alike in a number of details.

[3] On the first day of the hearing, Reyes was asked twice whether he offered employment to Stonebrook as a grader, and each time he responded that "he merely told her what Mr. Chapman has suggested" to him. He testified also that he probably had told Chapman that he would not give Stonebrook such employment. On the third day of the hearing, when again asked the question, Reyes twice testified that in telling Stonebrook of Chapman's suggestion, he had offered Stonebrook employment as a grader.

[4] As the Respondent points out in its brief, the transcript incorrectly refers to the 1950 navel packing season. The figure "1950" at page 395, line 21, of the transcript is hereby corrected to read "1951."

testified that, although Rudick since 1947 had "repeatedly" told him that she "was representing the girls," Rudick did not specify her representative capacity or say whom she represented. The fact, however, is that several matters were discussed between representatives of the Union and management, in which Reyes participated with one or more of the following union representatives: Chapman, its president, Fannie Matlock, the stewardess in the lemon department, Rudick, and Stonebrook. Moreover, Rudick testified credibly, and I find, that soon after Reyes became employed she informed him that Stonebrook was her assistant. I find, contrary to Reyes' testimony, that he was aware of Stonebrook's union membership and stewardship at all times material.[5]

Turning to the Respondent's refusal to reinstate Stonebrook in August 1950, the General Counsel contends that she had been given a leave of absence by Reyes during the preceding May in order to take care of her ill husband, that she possessed seniority over a number of orange packers, and that she was entitled to reinstatement upon her application therefor. On the other hand, the Respondent asserts that Stonebrook had not been granted a leave of absence, that principles of seniority were not applied by the Respondent in matters of employment, that Stonebrook had "no seniority rights," and that she was not employed during August 1950 because there was no work for her. The Respondent also contends that Stonebrook was denied employment because she had been an unsatisfactory employee, but this defense need not be discussed until we consider the denial of employment during the 1951 navel packing season.

I believe it is unnecessary to set forth the extensive and conflicting testimony concerning (1) whether Stonebrook had been given a leave of absence or had simply informed Reyes that she intended to take care of her ill husband rather than to return to work at the opening of the 1950 Valencia season, and (2) whether principles of seniority were applied by the Respondent. It suffices to say that the Respondent does not appear to have agreed with the Union to apply principles of seniority in all cases. The Union has consistently advocated such principles, both in instances of individual grievances and as a part of a written collective labor agreement, but such an agreement was never executed. Nor can it be said that as a matter of practice the Respondent adopted such principles. The most that can be said for the General Counsel's case is that the Respondent has given weight to seniority in grievance settlements and, because of its need for trained individuals, to experience when employing workers. In particular, the General Counsel has failed to establish that the Respondent ever created a position for an employee with seniority, who had been on a leave of absence, by laying off an employee with less seniority. I find that the Respondent's practice was to reinstate the returning employee only if a vacancy existed.[6] Since no orange packers were hired for the 1950 Valencia season after Stonebrook applied

[5] Illustrative of Reyes' unreliability as a witness is his testimony concerning a grievance involving Edna Forgey during 1948 in which all the above-named union representatives participated. On the first day of the hearing, Reyes testified that he did not recall the grievance nor management's use, in connection therewith, of a compilation showing employees' seniority. On the second and third days of the hearing, however, Reyes testified in considerable detail about the matter. Similarly illustrative is his testimony that he initiated a discussion with Rudick concerning alleged faulty work of an orange packer, Anna Hall, because he understood that Rudick and Hall were friendly, rather than because Rudick was Hall's representative in such matters

[6] While Reyes could recall only one or two instances of employees who left work for personal reasons and thereafter were refused reinstatement upon application, all others having achieved reinstatement, it does not appear that anyone was laid off to make room for a returning employee.

during August,[7] I do not believe that the General Counsel has proved an unlawful refusal to reinstate Stonebrook as of that date.[8]

With respect to the 1951 navel packing season, the Respondent points out that it utilizes the services of a considerably smaller crew during a navel season than a Valencia season, and its defense for the refusal to reinstate Stonebrook during January of that year is twofold: (1) The packing crew had been selected prior to receipt of Stonebrook's written application of December 21, and (2) she had been an unsatisfactory employee. These defenses will be considered in order. The first question is whether the Respondent hires all of its employees for each season from among persons submitting applications, or itself seeks workers from among employees of past seasons. According to the Respondent, at the end of each season, employees are paid off, their employment is terminated, and personal applications are essential for the next season's work if further employment is desired. Certain of the Respondent's witnesses testified in support of this contention. On the other hand, witnesses for the General Counsel testified that such applications were not required, and that Foreman Reyes regularly telephoned them in advance of each season's opening. The Respondent's evidence shows that such personal applications as are made may be no more than telephone calls or conversations following chance encounters with management representatives upon a street. It shows too that experienced graders and lemon packers are highly necessary in the Respondent's operations, and the record discloses no reason to believe that the Respondent was any the less anxious to obtain experienced orange packers, of whom Stonebrook was one, than graders or lemon packers. Under all the circumstances, I do not believe that the Respondent selected its personnel each season only from among individuals who had made personal applications therefor. I find, as witnesses for the General Counsel testified, that the Respondent communicated with its experienced personnel and advised them when operations would begin, without prior applications by them.

The next question, whether Stonebrook's written application for work during the 1951 navel season was acted upon unfavorably because it was tardy, must also be resolved against the Respondent. Stonebrook's employment with the Respondent began in 1939. She worked during both navel and Valencia seasons. Reyes' testimony, above quoted, will not support a finding that all orange packers for the 1951 navel season, to begin approximately 1 month after Stonebrook's

[7] The General Counsel contends that employment was available for Stonebrook because (1) certain amounts of overtime had to be worked by the orange packers, and (2) packers from the lemon department were used in orange packing at times material. However, the circumstances under which orange packers worked overtime support the conclusion that sound business practices were the basis for the overtime requirement. Moreover, the use of lemon packers in the orange department was not unusual.

[8] There is further evidence by the General Counsel of an unlawful refusal to reinstate Stonebrook, but I do not rely upon it. Matlock, the stewardess in the lemon department, testified that during May 1950, the month in which Stonebrook told Reyes that she wished to remain from work to care for her ill husband, Matlock overheard Reyes say to another employee, Margaret Bernall, that Stonebrook had requested a leave of absence, that Stonebrook had caused "much trouble," and that he "would like to get rid of" persons who "caused trouble." On the other hand, both Bernall and Reyes denied that he had made such remark. I do not give weight to Reyes' denial in view of my inability to accept his testimony in other instances. As between Matlock and Bernall, their appearances on the witness stand were of such short duration, and their demeanor was of such nature, as to afford no basis for a resolution of the conflict in their testimony. For this reason, and because there is no evidence of any other antiunion remark by Reyes to an employee, nor any explanation for his selection of Bernall as the employee to whom to address an antiunion statement, I do not rely upon Matlock's testimony.

written application, had been selected before receipt thereof, and I do not believe that its alleged tardiness was a factor in the refusal of employment.[9]

We turn to the question whether Stonebrook was an unsatisfactory worker. The Respondent asserts that she could not "be depended upon to remain on the job throughout the season," that she was not "a fast packer," that she violated packing orders, that she "was discourteous, belligerent and indignant to her superiors," and that she was a "trouble-maker" and "talked considerably" while at work. The contention that she could not be depended upon to remain on the job is refuted by Reyes' testimony that after he became foreman in 1947, Stonebrook worked each day of every navel season through 1950, plus the the Respondent's failure to prove unexcused absences at other times. The contention that she was not a fast packer is overcome by her earnings.[10] With respect to the contention that she violated packing orders, there is testimony by Reyes that she twice failed to complete daily assignments before quitting work, but Reyes could not recall the years in which the incidents occurred. On the other hand, the credible testimony of Stonebrook is that one such incident did occur, perhaps during 1948, when a number of employees ceased work together at the usual quitting time, that she was among them, and that the next day she informed Reyes that she had departed in order to keep a dental appointment. The contention that Stonebrook was discourteous, belligerent, and indignant to her superiors is based upon Reyes' testimony that she was indignant upon the occasion of his refusal to give her employment during August 1950, when she disagreed with the reason advanced for the refusal and sought the aid of Chapman, and upon an earlier incident set out in the footnote.[11] For at least a decade following her initial employment, Stonebrook appears not to have conducted herself in the manner asserted, and I am not persuaded that the alleged conduct was a factor in the refusal to reinstate her.

The contention that Stonebrook was a troublemaker and unduly talkative on the job is based upon the separate resignations during 1948 of two employees,

[9] Even assuming that the employees filed applications for each season's employment, and that the packing crew for the 1951 navel season had been selected before receipt of Stonebrook's letter of December 21, it cannot reasonably be argued that the Respondent did not know that she desired employment. The charge in her behalf was filed on September 21, 1950, and, having been filed in behalf of a long-standing employee, it is entitled to as much weight in signifying desire for continued employment as an oral request made by a worker at a chance street encounter with management.

[10] Under the Fair Labor Standards Act, Stonebrook was paid a minimum wage of 75 cents per hour Her actual earnings were based upon piece rates, however. During the 1948 navel season she failed only once to exceed 90 cents per hour on a weekly basis. During the Valencia season of that year, her weekly earnings fell below 90 cents once, and often exceeded $1. During the 1949 navel season her earnings dropped below the 75-cent minimum for 5 of the 8 weeks, and during the 1949 Valencia season they dropped below for 4 of 24 weeks. During the 1950 navel season of 8 weeks, there was no drop below the minimum Further data is not disclosed in the record. I believe that the weekly occasions when Stonebrook's earnings fell below the 75-cent minimum do not constitute proof of inability because (1) more frequently her earnings exceeded the minimum, sometimes extensively, and (2) as the Respondent says in its brief, on occasion the packers "spent a substantial portion of their time in idleness, waiting for fruit to pack."

[11] Reyes also testified that upon one occasion, perhaps during the 1950 navel season, he spoke with Stonebrook about her failure to earn the minimum hourly rate of 75 cents, that she became "angry," and that she told him that "she knew her rights" and that he "wasn't the one who was going to tell her about it, or words to that effect" On the other hand, Stonebrook testified that Reyes spoke with a group of packers about earning the minimum rate and thereafter said to her, "Pearl, you are one of them." According to Stonebrook, nothing else was said to her.

Albertina Freeman and Pauline Aton.[12] Freeman, a member of the Union, resigned her employment with the excuse to Reyes that transportation to and from work was inconvenient. Reyes unsuccessfully solicited her return, at which time she said to him that her real reason in resigning was that whenever she had engaged in conversation with him at the plant, Stonebrook had approached her thereafter to inquire what he had said and about whom he had spoken. Freeman said to Reyes that the situation was unpleasant to her and that it had prompted her resignation. Later, in a conversation between Reyes and Stonebrook, the latter said that she had "had nothing whatsoever to do with" Freeman's resignation. Aton, who also resigned her employment, told Reyes that she had been annoyed by "certain employees" who told her that if she did not join the Union her employment would be jeopardized. Aton identified one of the employees as Rudick, but Reyes testified that he could not recall whether she also identified Stonebrook. Subsequently, Aton informed Reyes that Stonebrook, the assistant stewardess, and Rudick and Matlock, the two stewardesses, had called at Aton's home and "made her [Aton] make a statement . . . that they had not been instrumental in" causing her resignation. It does not appear that Reyes discussed with Stonebrook the incident involving Aton. These incidents, having occurred in 1948, do not constitute a defense to the refusal to reinstate Stonebrook in 1951. Indeed, the incident involving Aton, if not also that involving Freeman, serves to discredit further Reyes' denial that he knew of Stonebrook's union membership before he refused to reinstate her. Stonebrook was not told during her employment that her alleged deficiencies would jeopardize her continued tenure, and when she and Chapman sought her reinstatement in August 1950, Reyes did not advance the alleged deficiencies as a basis for the refusal to reinstate. On the contrary, Reyes testified that he then told Stonebrook that in a few days he would know "a little more" about whether he would have a vacancy for her.

The Respondent's contention that Stonebrook was denied employment during the 1951 navel packing season because the crew had been selected before she made application and because she had been an unsatisfactory employee have been rejected. They are strongly refuted by the reliable evidence. Moreover, Foreman Reyes' denial that he knew of her membership and stewardship in the Union is similarly refuted. In view of these refutations and the absence of any reasonable explanation, other than her membership and activities in the Union, for the Respondent's discrimination against her, I find that by refusing to reinstate Stonebrook on January 25, 1951, the Respondent violated Section 8 (a) (3) and (1) 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.

[12] The findings respecting the incidents involving Freeman and Aton are based upon the testimony of Reyes. Stonebrook did not testify concerning them and Aton was not a witness. Freeman, called as a witness by the General Counsel to contradict Reyes' version of the incident concerning her, did not impress me as a truthful witness. Under these circumstances, although I have rejected Reyes' testimony in a number of respects, where, as here, it is not contradicted by reliable testimony, I accept it.

V. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

I have found that the Respondent refused to reinstate Pearl Stonebrook on January 25, 1951, because of her union membership and activities. I shall recommend, therefore, that the Respondent offer her immediate and full reinstatement to her former or substantially equivalent position (*The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch*, 65 NLRB 827), without prejudice to her seniority or other rights or privileges, and that it make her whole for any loss of pay she has suffered by reason of the discrimination against her by payment to her of a sum of money equal to that which she normally would have earned as wages from the date of the discrimination to the date of a proper offer of reinstatement, less her net earnings (*Crossett Lumber Company*, 8 NLRB 440, 497–8) during said period, the payment to be computed upon a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289. I shall also recommend, in accordance with the *Woolworth* decision, that the Respondent, upon request, make available to the Board and its agents all pertinent records.

In view of the nature of the unfair labor practice committed, I shall also recommend, in order to make effective the interdependent guarantees of Section 7 of the Act, that the Respondent cease and desist from, in any manner, infringing upon the rights guaranteed in Section 7 of the Act. *N. L. R. B.* v. *Express Publishing Company*, 312 U. S. 426, 61 S. Ct. 693; *N. L. R. B.* v. *Entwistle Manufacturing Company*, 120 F. 2d 532 (C. A. 4).

Upon the basis of the above findings of fact and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. The Union 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 Pearl Stonebrook, and thereby discouraging membership in a labor organization, 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 omitted from publication in this volume.]

Appendix

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, as amended, we hereby notify our employees that:

WE WILL NOT discourage membership in FRUIT AND PRODUCE DRIVERS, WAREHOUSEMEN AND EMPLOYEES UNION, LOCAL NO. 630, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L., or in any other labor organization of our employees, by refusing to reinstate any of our employees or discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of their employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist FRUIT AND PRODUCE DRIVERS, WAREHOUSEMEN AND EMPLOYEES UNION, LOCAL NO. 630, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L., or any other labor organization, to bargain collectively through representatives of their own choosing, or 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 authorized in Section 8 (a) (3) of the Act.

WE WILL offer to Pearl Stonebrook immediate and full reinstatement to her former or a substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make her whole for any loss of pay suffered as a result of our discrimination against her.

All our employees are free to become or remain, or to refrain from becoming or remaining, members in good standing of the above-named union or any other labor organization except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the National Labor Relations Act.

NORTH WHITTIER HEIGHTS CITRUS ASSOCIATION,
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.

THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF WEST VIRGINIA *and* LOIS PATTY. *Case No. 6-CA-307. April 9, 1952*

Decision and Order

On August 15, 1951, Trial Examiner Lee J. Best 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 alleged unfair labor practices, and recommended that the complaint be dismissed with respect to such allegations. Thereafter, the Respondent, the General