however, that situations involving union activities do not exist in which such characterizations have justifiable application. One hearing Gaulding testify could hardly doubt his sincere belief in the rightness—not to say righteousness—of his acts, but I am unable to conclude that they were of such character and executed in such manner as to bring him within the protection of the Act. Accordingly, I must recommend dismissal of the complaint.

CONCLUSIONS OF LAW

1. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America, Local 92, affiliated with the American Federation of Labor, is a labor organization within the meaning of Section 2 (5) of the Act.
2. Southwest Welding and Manufacturing Company, a California corporation, at all times material herein was and now is engaged in commerce within the meaning of the Act.
3. The Respondent has not engaged in any of the unfair labor practices alleged in the complaint.

[Recommendations omitted from publication in this volume.]

MONART MOTORS COMPANY (A CORPORATION) *and* LOCAL 174, AUTO SALESMEN'S UNION, UNITED OPTICAL & INSTRUMENT WORKERS OF AMERICA, CIO. *Case No. 13–CA–1166. March 20, 1953*

Decision and Order

On January 30, 1953, 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. He also found that the Respondent had not engaged in other unfair labor practices alleged in the complaint and recommended dismissal of those allegations. Thereafter, the Respondent filed a brief containing exceptions to the Intermediate Report.

The Board [1] 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 Respondent's brief containing exceptions, and the entire record in the case, and hereby adopts the findings, conclu-

[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 [Members Houston, Styles, and Peterson].

sions, and recommendations [2] of the Trial Examiner, but only insofar as they are consistent with our decision herein.

The Trial Examiner found that the Respondent violated Section 8 (a) (3), (4), and (1) of the Act by refusing to employ Michael Schiro as a new-car salesman in February 1952 because of his activities on behalf of a labor organization and because he had filed unfair labor practice charges against his former employer. The Respondent has excepted to these findings.

As the Trial Examiner found, Michael Schiro had been discharged in January 1952 from a position as a part-time new-car salesman with Ruby Downtown Chevrolet, Inc., herein called Ruby, in consequence of which he filed a charge with the Board on February 4, 1952, alleging that he had been discriminatorily discharged.

On the afternoon of either Tuesday, February 12, or Thursday, February 14, 1952, Schiro, in response to the Respondent's advertisement in a local newspaper for an automobile salesman, called at the Respondent's showroom. He was accompanied by one Megna, a classmate of Schiro's at the Marquette University School of Law, who had previously attended that institution as a fellow student of the Respondent's president, Waushauer. Through Megna's influence, Schiro succeeded in obtaining an interview with Waushauer, during which Schiro related his qualifications as a new-car salesman, and pointed out that he attended law school classes daily from 8 a. m. to 10 a. m. and, except on Fridays, from 2 p. m. to 3 p. m. Schiro explained that while he was therefore available for work only on a part-time basis, he nevertheless could work 40 hours a week. Schiro then volunteered the information that he had been recently discharged by Ruby due to his union activities, and that he had consequently filed a charge against that employer.

Waushauer, who expressed an interest in Schiro, queried him as to his future intentions with respect to the automobile business, suggested that if Schiro desired to achieve a successful career in that field his suit against Ruby should be dropped, and stated that he was opposed to having any labor organization represent the Respondent's employees. Waushauer then informed Schiro and Megna that he did not hire or discharge employees, that it was because of his friendship for Megna that he had interviewed Schiro, and that any decision as to Schiro's employment with the Respondent as a part-time new-car salesman would rest with the Respondent's general manager, Boeing. Thereupon, Waushauer introduced Schiro to Boeing and instructed

[2] The Trial Examiner found that the General Counsel failed to prove by a preponderance of the evidence the allegation in the complaint that the Respondent discriminatorily discharged Clarence Carlson. As no exceptions have been filed to this finding, we adopt it *pro forma*.

the latter to interview Schiro. When Schiro and Boeing left to go to Boeing's office, Waushauer repeated to Megna his suggestion that Schiro should drop his suit against Ruby.

In the course of his interview with Boeing, Schiro again related his qualifications, his availability for work based upon his classroom hours, and the circumstances surrounding his discharge by Ruby. During this interview, Boeing made no commitment with respect to hiring Schiro. When the interview concluded, Schiro returned to Waushauer's office. Waushauer, who testified that he was favorably impressed by Schiro, then told Schiro to fill out an application form and promised to call him the following Monday to let him know whether or not he was to be employed. However, Waushauer failed to call Schiro on the appointed day or on any day thereafter.

Boeing testified that a few hours after Schiro left the Respondent's premises, Waushauer inquired whether he had hired Schiro. Boeing answered that he did not need a part-time new-car salesman and therefore could not utilize the services of Schiro. Boeing explained in his testimony that the new-car salesmen were employed solely on a commission basis, and that he assigned floortime in the showroom to these individuals on a rotation system according to a prepared daily schedule. Floortime assignments were split into three periods, extending from 8 a. m. to 12 noon, 12 noon to 6 p. m., and 6 p. m. to 9 p. m. During these periods, the salesmen so assigned in rotation had exclusive contact with prospective customers. While the assignment of floortime was thus highly advantageous to the salesmen, Boeing pointed out, the 8 a. m. to 12 noon period was the least desirable because few customers called during those hours. Boeing told Waushauer that, because of Schiro's classroom schedules, Schiro would be unavailable for the least desirable shift, and that to accommodate Schiro would therefore require more frequent assignment of the full-time salesmen to this period, resulting in inconvenience and unfairness to the full-time salesmen and disruption of the established pattern of floortime assignments. Waushauer agreed that, in view of these circumstances, it would be unwise to hire Schiro.

On the other hand, Schiro testified that both Waushauer and Boeing informed him during their respective interviews that "they were honestly thinking, contemplating putting on a part-time man" as a new-car salesman, and that Boeing did not mention during this interview that the Respondent could not employ him because of his classroom schedule.

In concluding that the Respondent's refusal to hire Schiro was motivated by Respondent's knowledge of Schiro's former activities on behalf of a labor organization and the fact that he had filed charges

against his former employer, the Trial Examiner credited the testimony of Schiro concerning the Respondent's stated intention to employ a part-time salesman. Accordingly, he found no merit in the Respondent's contention that Schiro's part-time employment would disrupt floortime schedules "because the Respondent would be under no obligation to grant floor time to Schiro if he was not available to accept it" and because Schiro's "inability to accept assignment of floor time in the showroom would clearly inure to the benefit of full-time salesmen rather than to their disadvantage." [3]

In reaching this conclusion, however, the Trial Examiner failed to allude to the uncontroverted testimony of Boeing that the Respondent had not employed a part-time new-car salesman during the 3 years of his association with the Respondent, and that no new-car salesman was hired by the Respondent until approximately 9 months after Schiro's application.[4] Moreover, the Trial Examiner apparently overlooked his finding, in connection with the alleged discriminatory discharge of Clarence Carlson, that on February 13, 1952, which was either the day before or the day after Schiro's application for employment, the Respondent's used-car manager, Harreman, was told by Boeing that the Respondent had no need for a new-car salesman and, therefore, that Carlson had never been employed by the Respondent.

On the basis of the foregoing, and the entire record in this case, we are convinced that the record fails to establish that on the date Schiro applied for employment with the Respondent, there was a part-time position as a new-car salesman available.[5] Accordingly, we find, contrary to the Trial Examiner, that the General Counsel failed to establish by a preponderance of the evidence that the Respondent discriminatorily refused to employ Schiro. We shall therefore sustain the Respondent's exceptions to the Trial Examiner's finding with respect to Schiro, and we shall dismiss the complaint in its entirety.

Order

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the complaint against Monart Motors Company (a corporation) be, and it is hereby is, dismissed in its entirety.

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[3] In this connection, the Trial Examiner apparently failed to consider Boeing's testimony outlining the inconvenience and unfairness to the full-time salesmen which would result from Schiro's inability to accept regular assignments of floortime during the 8 a m. to 12 noon period.

[4] The record does not disclose that this new-car salesman was employed on a part-time basis.

[5] See *Macon Textiles, Inc.*, 80 NLRB 1525.

Intermediate Report and Recommended Order

STATEMENT OF THE CASE

By reason of a charge filed on July 7, 1952, by Local 174, Auto Salesmen's Union, United Optical & Instrument Workers of America, CIO, herein called the Union, the General Counsel of the National Labor Relations Board, herein separately designated as General Counsel and the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued on October 21, 1952, a complaint against Monart Motors Company, a corporation herein called the Respondent, alleging that Respondent engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (3) and (4) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the charge, complaint, and other pertinent process were duly served upon all interested parties.

With respect to unfair labor practices, the complaint alleges in substance that in the month of February 1952, the Respondent, to discourage membership in a labor organization, did (1) discriminatorily discharge its employee, Clarence Carlson, because the said employee engaged in concerted activities and joined and assisted the Union; and (2) refused to employ one Michael Schiro, because he had engaged in concerted activities, joined and rendered assistance to the Union, and had filed charges under the Act against his former employer.

The Respondent filed an answer denying all allegations of unfair labor practices.

Pursuant to notice served on all parties, a hearing was conducted at Milwaukee, Wisconsin, on December 2, 1952, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. All parties were represented by counsel, afforded an opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues involved. At the close of the hearing counsel for all parties waived oral argument. All parties were advised of their right to file written briefs and proposed findings of fact and conclusions of law. A written brief was thereafter in due course filed by counsel for the Respondent and has been given due consideration. Motion by the General Counsel to conform the pleadings to the proof as to formal matters was allowed.

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

FINDINGS OF FACT

I. BUSINESS OF THE RESPONDENT

Stipulation between counsel for the General Counsel and the Respondent shows that Monart Motors Company is a Wisconsin corporation with its sole office and salesroom located at Milwaukee, Wisconsin, where it is engaged in the purchase and sale at retail of new Lincoln and Mercury automobiles, parts, and used automobiles of all makes. It sells Lincoln and Mercury automobiles at retail under a franchise from the Lincoln-Mercury Division, Ford Motor Company, Dearborn, Michigan. During the 12-month period ending May 31, 1952, it purchased cars and accessories valued at approximately $800,000, all of which were shipped from the Ford branches located at Chicago, Illinois, St. Louis, Missouri, and Detroit, Michigan, to Milwaukee, Wisconsin. All sales for the same period occurred at retail within the State of Wisconsin.

On these facts I find, in accordance with established Board rules and decisions, that the Respondent is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.[1]

II. THE LABOR ORGANIZATION INVOLVED

Local 174, Auto Salesmen's Union, United Optical & Instrument Workers of America, CIO, is a labor organization within the meaning of Section 2 (5) of the Act.[2]

III. THE UNFAIR LABOR PRACTICES

A. *Prefatory information*

In the "Want Ad" section of the Milwaukee Journal (a daily newspaper), in the column entitled "Help Wanted—Male," the Respondent inserted the following advertisement:

AUTO SALESMAN
New or used; experience preferred;
hottest line on the market. See
Mr. Harreman,
621 W. Wisconsin Ave.

The ad appeared in issues of the newspaper on Sunday, February 10, 1952; Monday, February 11, 1952; Tuesday, February 12, 1952; Wednesday, February 13, 1952; Thursday, February 14, 1952; and Friday, February 15, 1952. Having been recently appointed as used-car sales manager for Respondent to succeed one Kaegi (resigned), Glenn Harreman obtained authority from General Manager Arthur Boeing to publish the aforesaid advertisement, and to employ an additional used-car salesman. Harreman had no authority as a supervisor, except with respect to his own department. Boeing himself acted as new-car sales manager in addition to his duties as general manager of the business, and was next in authority to Harold Waushauer, president of the Respondent corporation. As a consequence of the advertisement, the Respondent hired one Paul Jung as used-car salesman shortly prior to receipt of applications for employment from Clarence Carlson and Michael Schiro. The record fails to disclose the exact date of either application, but it does appear that all applications and interviews concerning the job occurred after February 10, 1952, and prior to February 16, 1952.

B. *The alleged discharge of Clarence Carlson*

In response to Respondent's advertisement in the Milwaukee Journal, Clarence Carlson applied in person to Glenn Harreman for employment as a used-car salesman on or about February 13, 1952, in the late afternoon. Harreman informed Carlson that the position had already been filled, but thought he could use him as a new-car salesman—that he would speak to the new-car sales manager about it and introduce Carlson to him. Thereupon, Harreman gave Carlson some new-car literature together with a personal information blank to fill out, and told him to report back the next morning. According to the credible testimony of Harreman, Carlson on that occasion told him that he had no prior experience as a car salesman and had been working at a filling station.

[1] *Baxter Brothers*, 91 NLRB 1480; *Rutledge Paper Products, Inc.*, 91 NLRB 625; *Davis Motors, Inc*, 93 NLRB 206; *Carrington Chevrolet Co.*, 101 NLRB No. 34.

[2] It was so stipulated between counsel for the General Counsel and the Respondent.

Carlson reported at 8:30 o'clock the next morning and stayed around the Respondent's place of business until about 10 o'clock. In the meantime Harreman spoke to General Manager Boeing about hiring Carlson as a new-car salesman. Boeing said that he was not interested. Consequently, Carlson was not introduced to General Manager Boeing. Harreman then notified Carlson that the job was not available, and he departed. Harreman denies that he either hired or fired Carlson.

Clarence Carlson testified that he understood that Glenn Harreman hired him as a new-car salesman on the afternoon of February 13, 1952, when he applied for a job—that he reported for work the next morning, and spent practically the entire day in the showroom of the Respondent showing new cars to prospective customers but did not sell anything. During that day he told Harreman that he had been previously employed as a salesman for a Ford dealer (Soerens) in Milwaukee, and had been discharged (as he thought) because of membership in the Union. Thereupon Harreman said that was O. K. but not to let the new-car sales manager know about it. Harreman gave him some business cards printed for a former salesman (G. C. Exhibit No. 2), which he used by striking out the name of the former salesman thereon and writing in his own. Harreman never formally introduced him to General Manager Boeing, but on one occasion sent him to a nearby lunchroom to call Boeing to the telephone; otherwise, Carlson never talked to Boeing or any other official of the Respondent. Carlson further testified that he returned to work again on the following day and remained there until noon, when Harreman informed him that it was useless to stick around any longer. Harreman said that the quota on new cars had been reduced, and there were not enough new cars to justify another salesman. Then Carlson left and did not return.

Glenn Harreman credibly testified that Carlson never mentioned the Union to him or that he had been employed by the Ford dealer in Milwaukee. He did not give any salesman's cards to Carlson. Carlson only stayed around for a few hours until he ascertained that the general manager was not interested in employing a new man. Harreman emphatically denied having hired Carlson, because he had no authority to do so.

Inasmuch as I have credited the testimony of Glenn Harreman, and the burden of proof rests upon the General Counsel, a preponderance of the evidence does not warrant a finding of discrimination by the Respondent against Clarence Carlson. The testimony of Carlson himself indicates that a contract of employment was never consummated with the Respondent. His alleged statement to Harreman concerning the Union raises no more than a mere suspicion that the Respondent failed to hire him in order to discourage membership in a labor organization.

I shall, therefore, recommend that the complaint as to Clarence Carlson be dismissed.

C. *Refusal to hire Michael Schiro*

Having seen Respondent's advertisement for an automobile salesman in the newspaper, Michael Schiro decided to apply for employment as a new-car salesman. Several days prior thereto, Schiro had been discharged from a similar position by Ruby Downtown Chevrolet, Inc., Milwaukee, Wisconsin, and on February 4, 1952, had filed a charge against that employer with the National Labor Relations Board alleging discriminatory discharge in violation of Section 8 (a) (3) of the Act.[3]

[3] See General Counsel's Exhibit No. 3.

The Respondent customarily employed new-car salesmen primarily on a commission basis, and assigned floortime in its showroom to them in rotation according to a prepared schedule. Floortime was especially favorable to the individual salesman, because it afforded direct and exclusive contacts with prospective customers visiting the showroom. When not assigned to the showroom, new-car salesmen were permitted to seek customers where and when they pleased, so long as the Respondent was informed as to their whereabouts and availability. The showroom was open to the public from 8:30 a. m. to 9 p. m. on all weekdays, except Saturdays and other special occasions.

Michael Schiro was a law student at Marquette University, Milwaukee, Wisconsin, and his schedule required him to attend classes 12 hours a week. Schiro was free from classes every day after 3 p. m. On Fridays he was free after 10 a. m. On other days he had free time from 10 a. m. to 2 p. m. It was his intention, therefore, to devote at least 40 hours per week during business hours to the duties of a new-car salesman.

Shortly after 3 p. m. on either Tuesday, February 12, 1952, or Thursday, February 14, 1952, in company with Vincent Megna, Schiro went to Respondent's place of business to make application for a job as new-car salesman.[4] By Megna's influence, they obtained an interview with President Harold Waushauer and jointly presented to him the application for employment. They explained to Waushauer that Schiro had considerable experience as an automobile salesman and was badly in need of a job, because he had been recently discharged by Ruby Downtown Chevrolet, Inc., on account of union organizational activities. They voluntarily informed Waushauer that Schiro had a suit pending against Ruby Downtown Chevrolet, Inc., by reason of his discharge, and was having difficulty in securing other employment. President Waushauer expressed interest in Schiro's situation, and inquired concerning his plans for the future—whether he intended to practice law or desired to follow the automobile business upon completion of his studies at the University. Waushauer freely expressed his opposition to labor organizations, and queried how he could know that Schiro would not try to organize employees of the Respondent. Schiro asserted that Respondent should judge a man on his merits. Schiro gave Waushauer the name of his past supervisor at Ruby Downtown Chevrolet, Inc., and Waushauer agreed to investigate the matter. He advised that the suit against Ruby be dropped. Then President Waushauer called in his general manager, Arthur Boeing, and instructed him to interview Schiro with the view of giving him employment as a new-car salesman.[5] Thereupon, Schiro accompanied Boeing to his own office to talk things over. In their absence, Waushauer repeated to Vincent Megna that Schiro ought to drop his suit against Ruby Downtown Chevrolet, Inc., then perhaps he could help him; but as matters now stood, neither he nor any other dealer would hire him.

In the course of his interview with General Manager Boeing, Schiro again explained his availability, past experience, and his discharge from Ruby Downtown Chevrolet, Inc. At the conclusion of their conversation, Schiro returned alone to President Waushauer's office with no definite commitment from Boeing whether he would be hired by the Respondent. President Waushauer then told Schiro in Megna's presence that his application would be considered, and

[4] Megna was a part-time student and boxing coach at Marquette University; and was also a past friend and fellow student of Harold Waushauer, president of the Respondent corporation.

[5] Schiro credibly testified that both President Waushauer and General Manager Boeing stated that they were contemplating employment of a new-car salesman on a part-time basis.

promised to call him by telephone on the following Monday. Thereupon, Schiro and Megna departed, and thereafter received no message or information whatever from the Respondent with reference to the application for employment.

There is little conflict between the testimony of Harold Waushauer, Vincent Megna, and Michael Schiro as to the interview in Waushauer's office. Waushauer testified, however, that he explained to both Schiro and Megna that he did not do the hiring and firing of employees for the Respondent—that because of his friendship for Megna, he conducted the interview, but explained that any decision would be left up to General Manager Boeing. Waushauer indicated that he was impressed and favorably inclined to the hiring of Schiro, but did not insist upon it because Boeing did not want a part-time salesman. He felt no obligation to notify Schiro that his application had been rejected although he had agreed to do so.

General Manager Boeing testified that he notified President Waushauer within an hour after Schiro and Megna departed that the could not use a part-time salesman and, therefore, would not hire Schiro. Boeing contended that it would disrupt his schedule of assigning floortime in the showroom and be unfair to full-time salesmen to employ Schiro on a part-time basis.

In the foregoing contention I find little or no merit, because the Respondent would be under no obligation to grant floortime to Schiro if he was not available to accept it. His inability to accept assignment of floortime in the showroom would clearly inure to the benefit of full-time salesmen rather than to their disadvantage.

The issue here is limited to a determination from a preponderance of the evidence and the record as a whole of the true reason for failure and refusal of the Respondent to hire Michael Schiro as an automobile salesman; and I am convinced that the true reason was Schiro's former activities on behalf of a labor organization and because he had filed a charge of unfair labor practices against his former employer under the Act. By such action and conduct the Respondent discriminated in regard to hire or tenure of employment to discourage membership in a labor organization in violation of Section 8 (a) (3) of the Act; and also discriminated against Michael Schiro (an employee within the meaning of the Act) because he filed charges under the Act. Thereby, the Respondent also interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (a) (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 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 and is engaging in certain unfair labor practices affecting commerce, I shall recommend that it cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

Having found that the Respondent in violation of Section 8 (a) (3) of the Act discriminated in regard to hire or tenure of employment to discourage membership in a labor organization, and in violation of Section 8 (a) (4) of the Act

discriminatorily failed and refused to hire Michael Schiro because he has filed charges under the Act, I shall recommend that the Respondent offer said Michael Schiro immediate employment as a new-car salesman, or a substantially equivalent position to that for which he applied in February 1952, without prejudice to his seniority or other rights and privileges; and make him whole for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he would normally have earned as wages and commissions since February 13, 1952, to the date on which the Respondent shall offer him employment, in accordance with the recommended order herein, less net earnings,[6] to be computed on a quarterly basis in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289. Earnings in one particular quarter shall have no effect upon the back-pay liability for any other such period. It will also be recommended that the Respondent make available to the Board and its agents, upon request, for examination and reproduction, all payroll records, social-security payment records, personnel records and reports, and all other records necessary to analyze and compute the amount of back pay due herein.

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 Respondent, Monart Motors Company (a corporation) is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.
2. Local 174, Auto Salesmen's Union, United Optical & Instrument Workers of America, CIO, is a labor organization within the meaning of Section 2 (5) of the Act.
3. Michael Schiro is an employee within the meaning of Section 2 (3) of the Act.
4. By discriminating in regard to the hire or tenure of employment of Michael Schiro (an employee) to discourage membership in a labor organization and because he filed charges against an employer under the Act, thereby discouraging membership in Local 174, Auto Salesmen's Union, United Optical & Instrument Workers of America, CIO, and also interfering with, restraining, and coercing 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) and (3) and (4) of the Act.
5. 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.]

[6] *Crossett Lumber Co.*, 8 NLRB 440.

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 discourage membership in Local 174, Auto Salesmen's Union, United Optical & Instrument Workers of America, CIO, or any other labor organization, by refusing to hire applicants for employment because they have filed charges under the Act, or engaged in concerted

activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the right to self-organization, to form labor organizations, to join or assist LOCAL 174, AUTO SALESMEN'S UNION, UNITED OPTICAL & INSTRUMENT WORKERS OF AMERICA, CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and 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.

WE WILL offer to Michael Schiro immediate employment as a new-car salesman, or other position substantially equivalent to that for which he applied in February 1952, without prejudice to his seniority or other rights and privileges; and make him whole for any loss of pay suffered as a result of the discrimination against him.

All of 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 because of membership in or protected activity on behalf of any such labor organization.

MONART MOTORS COMPANY (A CORPORATION),
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.

MEREDITH ENGINEERING COMPANY *and* INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, AFL, PETITIONER

MEREDITH ENGINEERING COMPANY *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, PETITIONER. *Cases Nos. 21–RC–2656 and 21–RC–2828. March 20, 1953*

Decision and Direction of Election

Upon a petition duly filed in Case No. 21–RC–2656, a hearing was held before James W. Cherry, Jr., hearing officer. Thereafter, upon a subsequent petition duly filed in Case No. 21–RC–2828, Case No. 21–RC–2656 was remanded to the Regional Director of the Twenty-first Region and consolidated by order of this Board. Hearing was held on the consolidated cases before Leo Fischer, hearing officer. The hearing officers' rulings made at the hearings are free from prejudicial error and are hereby affirmed.