

**J. C. Boespflug Construction Co. and Fred W. Hagel.** *Case No. 19-CA-1153. July 27, 1955*

DECISION AND ORDER

On March 17, 1955, Trial Examiner Ralph Winkler issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the Act and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and findings that no prejudicial error was committed. The rulings are hereby affirmed.<sup>1</sup> The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following amplification:

The Trial Examiner found, and we agree, that the Respondent, by General Foreman Boyd, unlawfully discharged employee Fred Hagel because of the manner in which the latter performed his duties as union job steward.

The Respondent concedes that Hagel was discharged for reasons which in part concern his union activity. However, it asserts that "his discharge did not arise out of his function as a union steward, but out of his abuse of this function."<sup>2</sup> The Respondent in effect contends that Hagel misused his position as job steward to further his own self-interest and that he was discharged for that reason.

The record shows that in April 1953, Hagel was elected job steward by the carpenters working on the Respondent's project. In August of the same year, following Hagel's representation to Boyd that he would have to leave the job unless he received more pay, Hagel was assigned the additional task of daily opening and closing the tool shed, which gave him more pay. This extra assignment ended in October 1953 and was not renewed in March 1954 when operations resumed after the winter shutdown.

According to the Respondent, as the direct result of the discontinuance of the tool shed assignment, Hagel began harassing Boyd with complaints, the principal object of which was to secure advan-

<sup>1</sup> At the hearing, the Respondent moved to amend its answer to show that even if not discharged on June 9, 1954, Hagel would have been laid off on October 17, 1954, due to a seasonal reduction in force. The Respondent made a similar offer of proof at the close of the hearing. We find that the Trial Examiner properly denied the Respondent's motion to amend and its offer of proof. The issue sought to be raised is a matter to be considered only at the compliance stage of the proceeding.

<sup>2</sup> Respondent's brief to the Board, p. 11.

tages for Hagel by way of additional compensation or more overtime.<sup>3</sup> Hagel denied that he had ever sought anything for himself to which he was not entitled under the terms of either the existing written collective-bargaining agreement or a supplemental oral understanding of the contracting parties. He further testified that in filing grievances, he was acting on behalf of all carpenters on the job, including himself. The Respondent's witness, General Foreman Boyd, conceded that Hagel never had suggested that if he were given more money, he would stop filing grievances.<sup>4</sup> Nor, before the discharge, did anyone complain to Superintendent Fellerhoff or to the Union's business agent that Hagel was misusing his position for personal gain. Finally, the grievances processed by Hagel are not of such a nature as to justify the inference that Hagel was seeking only to better his own financial position. Thus, Boyd specifically mentioned seven grievances pressed by Hagel before his discharge. Of these Boyd acknowledged that 5 were substantial, justifiable grievances and that 2 were "petty." The two "petty" grievances consisted of Hagel's request that laborers clean the carpenters' lunchroom, and Hagel's complaint that laborers rather than carpenters had nailed ladders to wooden forms on concrete work.

Considering all the evidence, we agree with the Trial Examiner that the Respondent has not established that Hagel misused his position as a union official in order to better his own financial condition and that he was discharged for that reason. We find, as did the Trial Examiner, that the Respondent unlawfully discharged Fred Hagel in violation of Section 8 (a) (3) and (1) because of his activities in behalf of the Union.<sup>5</sup> However, whether the Respondent's conduct be regarded

<sup>3</sup> The Trial Examiner represented the Respondent as contending that all of Hagel's complaints were of a petty nature. This is not borne out by the record. The Respondent actually conceded that some of the complaints were legitimate and not petty. We therefore note and correct the Trial Examiner's misstatement which, in any event, does not affect his conclusions nor our concurrence therein.

<sup>4</sup> Superintendent Fellerhoff did testify that in 1953 Hagel asked him for more money and suggested that he was entitled to it because, in performing his steward's duties, he had been overlooking many little things to the Respondent's advantage. Fellerhoff replied, according to his own account, that he was not looking for any favors. Fellerhoff also testified that he had given the tool shed assignment to Hagel as a result of the latter's request for this work made to Boyd who communicated it to Fellerhoff. Hagel specifically denied all this testimony of Fellerhoff. The Trial Examiner found it unnecessary to resolve this credibility issue. However, we note that Boyd corroborated Hagel's story in many of its important aspects. Thus, he confirmed that Hagel had told him of having to look elsewhere for more remunerative employment and that he had referred Hagel to Fellerhoff. Boyd also supported Hagel's testimony, contrary to that of Fellerhoff, that Hagel had not asked him for the tool shed job. Nor did Boyd testify that Hagel had intimated to him that he was entitled to more money because of the way he was handling the steward's job. This fact alone tends to throw some doubt on Fellerhoff's testimony that Hagel did make such a suggestion to him, for the evidence is clear, at least as far as it relates to the events of 1954, that Hagel always approached Boyd and not Fellerhoff when allegedly seeking greater benefits for himself. To the extent that the above testimony may have a bearing on the events of 1954, we credit Hagel's denial that he had told Fellerhoff in 1953 that he was entitled to more money because he had been overlooking a number of minor grievances.

<sup>5</sup> *Trafford Coach Lines*, 97 NLRB 938.

as a violation of Section 8 (a) (1) or (3), or both sections of the Act, we are of the opinion that full reinstatement of Hagel with back pay is necessary to effectuate the policies of the Act.

### 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 that J. C. Boespflug Construction Co., Anchorage, Alaska, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in United Brotherhood of Carpenters and Joiners of America, Local No. 1281, or in any other labor organization, by discharging employees or by discriminating in any other manner in regard to hire and tenure of employment or any term or condition of employment.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, 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, and 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 Fred W. Hagel immediate and full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights and privileges previously enjoyed.

(b) Make whole Fred W. Hagel for any loss of pay he may have suffered by reason of the Respondent's discrimination against him in the manner provided in the section of the Intermediate Report entitled "The Remedy."

(c) Upon request make available to the Board or its agents, for examination and copying, all payroll records, social-security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of back pay due and the right of reinstatement under the terms of this Order.

(d) Post at its project at Anchorage, Alaska, copies of the notice attached to the Intermediate Report Marked "Appendix."<sup>6</sup> Copies

<sup>6</sup>This notice shall be amended by substituting for the words "The Recommendations of a Trial Examiner" the words "A Decision and Order." In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order"

of said notice, to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by a representative of the Respondent, be posted immediately upon receipt thereof and be maintained by it for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. The Respondent shall take reasonable steps to insure that such notices are not altered, defaced, or covered by any other material.

(e) Notify the aforesaid Regional Director in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

## INTERMEDIATE REPORT AND RECOMMENDED ORDER

### STATEMENT OF THE CASE

Upon a charge filed by Fred W. Hagel, an individual, the General Counsel of the National Labor Relations Board issued a complaint dated November 3, 1954, against J. C. Boespflug Construction Co., herein called the Respondent, alleging that the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the Labor Management Relations Act, 1947, 61 Stat. 136, herein called the Act. Copies of the complaint and the charge were duly served upon the Respondent, in response to which the Respondent filed an answer denying the unfair labor practices alleged.

Pursuant to notice, a hearing was held on November 18 and 19, 1954, at Anchorage, Alaska, before the duly designated Trial Examiner. All parties were represented at the hearing and were given full opportunity to examine and cross-examine witnesses and to introduce evidence bearing on the issues; they were also given opportunity for oral argument at the close of the hearing and to file briefs as well.

Upon the record in the case, and upon observation of the demeanor of witnesses, I make the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

Respondent is a California corporation engaged in the building and construction business. Respondent has a contract with the United States Government to construct a military hospital at Elmendorf Air Force Base in the vicinity of Anchorage, Alaska, at an approximate cost of \$8,500,000, for which the Respondent is furnishing materials and labor amounting to approximately \$4,220,000; the estimated cost of such materials shipped from outside Alaska is approximately \$1,200,000.

Respondent is engaged in commerce within the meaning of the Act. *Jonesboro Grain Drying Cooperative*, 110 NLRB 481; *Maytag Aircraft Corp.*, 110 NLRB 594.

#### II. THE UNFAIR LABOR PRACTICES

This case involves the discharge of Fred W. Hagel, a journeyman carpenter on Respondent's military hospital project at Anchorage, Alaska. Hagel's employment with the Respondent began in April 1952 and continued, except for seasonal winter layoffs and during a 10-day labor dispute in April 1954, until his discharge in June 1954 by Jack Boyd, the general carpenter foreman. In April 1953 Hagel became job steward of *United Brotherhood of Carpenters and Joiners of America, Local No. 1281*, herein called the Union; he occupied this position under Union Business Agent Grover Fisher for the duration of his employment. It was the steward's duty, among other things, to "police" the parties' contract on the project.

The General Counsel contends that Respondent discriminatorily discharged Hagel because Hagel zealously performed his duties as a steward. The Respondent, on the other hand, asserts in its brief that it discharged Hagel because Hagel "was attempting to take advantage of his position as union steward to further his own self-interest, which created a lack of harmony on the project and resulted in clashes of personality, animosity and incompatibility between [General Carpenter Foreman Boyd and Hagel]." The Respondent alleges, by way of further explanation, that from March 1954 until June 1954 Hagel was continuously "riding" Foreman Boyd

by complaining as to various matters, all of which it claims were "picayune in nature"; and it asserts that such alleged harassment was solely motivated by Hagel's desire to obtain financial benefits for himself on the project.

In August 1953, and after Hagel became job steward, the Respondent assigned Hagel the additional task of opening and closing the tool shed at the beginning and end of each day's work; this meant an extra half hour compensation for Hagel on an overtime basis for a few minutes' work daily. There is a dispute as to the origin of this assignment. Hagel's version is that he advised Foreman Boyd on one occasion that he was quitting his job because of an opportunity for greater earnings elsewhere; that Boyd asked Hagel not to leave until Boyd could first discuss the situation with Project Superintendent John A. Fellerhoff; that later that week Boyd informed Hagel that the Respondent was going to assign the tool shed task to Hagel; and that Hagel thereupon assured Boyd that Hagel would remain on the job. Hagel testified that he did not request the tool shed assignment. Fellerhoff testified, on the other hand, that Hagel had advised Fellerhoff that he was entitled to additional money because, in performing his stewardship, he had been overlooking many things to Respondent's advantage; that Fellerhoff informed Hagel that the Respondent was not seeking any such favors; and that Hagel mentioned the tool shed matter to Boyd who in turn mentioned it to Fellerhoff who then decided to assign the task to Hagel. Foreman Boyd testified that Hagel had told Boyd that Hagel would have to look elsewhere for more remunerative employment and that Boyd then referred Hagel to Fellerhoff; Boyd testified, contrary to Fellerhoff's version, that Hagel had not mentioned the possibility of the tool shed job to Boyd. In any event, Hagel was given the task of locking and unlocking the tool shed; in October 1953, however, Fellerhoff informed Hagel that such assignment was ended.<sup>1</sup>

The project had a seasonal shutdown in the winter, of 1953-54, and operations resumed on March 8, 1954. Boyd testified that during the period from March until his discharge of Hagel on or about June 9, 1954, Hagel frequently asked Boyd for more money for himself, leaving it up to Boyd to devise the method for deriving such additional earnings, and that Hagel engaged in "continual bickering" about various "petty" matters when Boyd refused Hagel's requests. Hagel denied that he sought overtime or extra-pay work or other advantages for himself, and he further testified that he sought to represent all the carpenters, without special favoritism for himself.

The Respondent claims that Hagel's pattern of "petty" complaints is directly related to the discontinuance of the tool shed assignment. In other words, says the Respondent, Hagel did not harass the Respondent with "picayune" matters until the tool shed income was ended.

Although, as indicated above, the Respondent contended that there were "no serious violations [of prescribed working conditions]" in 1954, the record shows that Hagel did take up various matters with Boyd during this period which Boyd admitted were not "petty." Thus in April 1954, Hagel filed a grievance to the effect that the men were not receiving the prescribed wage scale while operating power tools; Business Agent Fisher went to the project in that connection, and the matter was finally resolved; Hagel's grievance in this connection, Boyd testified, was not "petty." Also during this period, Hagel lodged a grievance "because the rigging of lumber was being done by laborers"; this was not "petty," according to Boyd. There was an occasion when Hagel called Boyd's attention to "inadequate tool house facilities," which Boyd testified was "essential." Hagel also took up with Boyd during this period the matter of a carpenter, one Augustine, who was performing foreman work but not receiving the prescribed foreman wage scale; Augustine was given the foreman rate as a result of Hagel's protest; this was not a "petty grievance," Boyd testified. Another complaint by Hagel, which Boyd also said was not petty, was that the job was not always covered by a steward as required by the contract. As to matters which Boyd did consider petty, Boyd mentioned an occasion when Hagel requested that laborers clean the eating quarters used by carpenters, at a time, according to Boyd, when no laborers were available for such purposes; Boyd also mentioned a situation when Hagel complained that laborers, rather than carpenters, had nailed ladders to wooden forms on concrete work.

<sup>1</sup> Sometime after his discharge, Hagel filed a claim with the Territorial Labor Commissioner alleging that Respondent owed him compensation for tending the tool shed from March 1954 until June 1954. Hagel had not made such claim upon Respondent during the March-June period under consideration, and Respondent contends that Hagel did not perform and was not authorized to perform such work during said period. I consider it unnecessary to resolve these specific issues, as being immaterial and irrelevant to the issues in the present case.

It had been Hagel's weekly practice to check at the project office on the carpenters' job classifications and wage rates, a practice to which stewards are entitled, according to Business Agent Fisher. When Hagel brought up the aforementioned Augustine matter on the occasion of such visit to the project office, Superintendent Fellerhoff became "very upset" with Hagel, according to Hagel's credible testimony. Fellerhoff thereupon advised Hagel that he (Fellerhoff) didn't want Hagel going into the office to check the mentioned job and wage data, that Hagel should obtain such information from Boyd, and that Fellerhoff "wasn't going to be told by [Hagel] or any other union representative what rate of pay he had to pay these men." (Boyd testified, as mentioned above, that the Augustine matter was not "petty.") On this same occasion,<sup>2</sup> Foreman Boyd suggested to Hagel, according to Hagel's credible testimony, that Hagel should resign as steward "for the best interest of all concerned." Hagel reported the matter to Business Agent Fisher who in turn instructed Hagel to continue as steward. Boyd testified that he had asked Hagel to resign for the sake of "happiness or harmony on the job"; and he testified that his reason for the request was Hagel's participation in the Union's causing the layoff of two carpenters. The termination of these 2 men was litigated before the Board in an unfair labor practice action against the Union; and in February 1954, Trial Examiner David Doyle recommended that the Union withdraw objection to the employment of the 2 men and that the Union reimburse them for earnings lost as a result of the Union's unlawful conduct against them (*J. C. Boespflug Company*, 109 NLRB 874). Boyd testified that he believed the men on the project "would have like it better" if Hagel withdrew as steward in view of the Trial Examiner's recommended order. I do not credit Boyd's explanation of this incident.

On June 7, to come to the discharge, the carpenters were engaged in building runways, and that same day Hagel had claimed that certain work he was performing was layout work which carried with it a higher rate than the base scale. The following morning, the carpenters found the runway work to have been completed by laborers the night before. Although, when approached by Hagel on this occasion, Boyd said he was busy at the moment, Hagel informed Boyd that he wanted to straighten out the matter immediately with Boyd and Fellerhoff as well as the matter of steward coverage (which Boyd said was not petty); Hagel protested in that connection that carpenters were losing work to the laborers. Boyd told Hagel, according to the latter's credible testimony, that Hagel was "running right into a buzz saw," whereupon Hagel remarked that he and Boyd "aren't going to get anywhere" and that he would summon Fisher to the project to "straighten out" the matter. Boyd's response to Hagel was a 24-hour notice of discharge with the explanation that the job wasn't "big enough" for both men. Boyd informed Fellerhoff later that day that either Hagel or Boyd would have to leave and that Boyd "didn't want [Hagel] any longer as a steward" because Hagel was "forever bickering" about "little pretty grievances" and "always wanting more money."

Fisher came out to the project that same day and he obtained Fellerhoff's permission to have Respondent's carpenters meet at the project during the lunch hour to discuss the situation. All carpenters and carpenter foremen, presumably all of whom were union members, attended the meeting and Fisher designated one of the carpenters, Thomas J. Moore, to preside. Both Boyd and Hagel addressed the group. Speaking first, Boyd stated in effect that Hagel had been making too many "petty beefs" and was attempting to use his stewardship for personal gain; Boyd told the men that he "would abide by your decision." Hagel then replied to Boyd's remarks by telling the men, in effect, that his discharge was in retaliation for "carrying out the duties of his [steward's] job." Hagel and Boyd each spoke again and then left the group. Fisher then cautioned the men not to make any speeches because there were "too many company men in the room" and he suggested that they vote on whether Boyd had discriminated against Hagel.

Before the vote was taken, Fisher informed the group that, while it was a serious matter not to support their steward, a vote in favor of Hagel would "possibly" result in the men not working on the project the next day. Fisher explained this latter strike alternative by telling the group that they couldn't really rely on Boyd's remark to "abide by their decision" because, as Fisher further told the men, Boyd's own superiors might not also be willing to accept their decision. Fisher also mentioned on this occasion, the seriousness of striking a military hospital project. Fisher testified that he didn't want to see the project shut down and that he was well aware that his remarks to the men "weakened that vote [for Hagel] considerably." The men then

<sup>2</sup> Page 193, line 25, of the transcript is hereby corrected to read "In April" instead of "in August."

voted against the discrimination proposition by a vote of 25 to 22, and they also then elected another job steward.

After this meeting, Fisher asked Boyd to retain Hagel, a steward no longer, as a regular journeyman carpenter, which Boyd refused; and at the hearing Boyd explained that he felt that Hagel, if retained, would devote "considerable time explaining his . . . own personal case against me." The Respondent gave Hagel a written termination notice the next day, the notice stating that the discharge was "For advancement of better relations between management and Union."

Fisher testified, in effect, that none of Hagel's complaints or grievances during the March-June period under consideration were unnecessary, and Boyd testified that, so far as he could recall, all grievances during this period were "satisfactorily settled" between Respondent and the Union. Fellerhoff testified that Hagel had made no requests of him for favorite treatment during the March-June period and that, except at the time of the discharge incident, Boyd had never informed Fellerhoff during said period that Hagel was seeking preferred treatment. Boyd also testified that Hagel had never expressly told him that grievances or complaints would cease if Boyd would arrange greater earnings for Hagel; rather, the nexus between the alleged "petty" grievances and Hagel's alleged requests for additional compensation was, according to Boyd, "only by inference that [Boyd] gathered."

### Conclusions

Respondent's contention, in recapitulation, is that Hagel made many complaints during the March-June 1954 period, that all such complaints were of a petty nature, and that the pettiness of the complaints demonstrates within the factual context that Hagel's reason for making the complaints was to advance his personal financial situation on the job. It is admitted by Boyd, however, that many of the mentioned complaints were not picayune, and Fisher testified, in effect, that no complaint was. Moreover, even were all the complaints as petty as Respondent contended them to be, it does not necessarily follow that the job steward making such complaints was not acting in the honest performance of his stewardship, and certainly an employer may not lawfully discharge a steward solely because he files petty grievances. It is not at all unusual that one party to a grievance does not believe his opponent's position to be completely lacking in merit. Considering all the circumstances present here, the record does not support Respondent's contention that Hagel badgered Boyd with groundless complaints in order to aggrandize his financial position.

Respondent further contends, however, that its discharge of Hagel may not be considered as discriminatory in view of the fact that Boyd permitted the final decision in the matter to be made by the Union itself, rather than by Boyd, on the occasion of the meeting at which the men voted on the proposition of Hagel's alleged discrimination. It is the Board's function, scarcely a labor organization's, to determine violations under the Act. Moreover, if an employer discharged an employee at the behest of a labor organization for reasons other than initiation fees and union dues, such circumstance is itself independent basis for sustaining a finding of discrimination. See *Turner Construction Company*, 110 NLRB 1860. Respondent also claims that Hagel is estopped from maintaining the present action because he agreed at the aforementioned meeting that the other carpenters on the job would resolve the issue of alleged discrimination. The record does not show that Hagel agreed to be bound conclusively by the action taken at that meeting; even if he had, moreover, such circumstance would still not constitute an estoppel to the instant proceeding. See *Dant & Russell, Ltd.*, 92 NLRB 307, 312, 207 F. 2d 165 (C. A. 9), 344 U. S. 375; *N. L. R. B. v. Walt Disney Productions*, 146 F. 2d 44, 47-49 (C. A. 9), cert. denied 324 U. S. 877; *N. L. R. B. v. Newark Morning Ledger Co.*, 120 F. 2d 262, 265-266 (C. A. 3), cert. denied 314 U. S. 693.

I conclude, accordingly, that, by discharging Hagel because of Hagel's stewardship conduct, Respondent has engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the Act. See *Trafford Coach Lines*, 97 NLRB 938.

### III. THE REMEDY

I shall recommend that the Respondent cease and desist from the unfair labor practices found; and I shall also recommend such affirmative relief as I consider necessary to effectuate the policies of the Act, including the reinstatement of Hagel with back pay for loss of earnings he may have suffered during the period of discrimination against him, less his net earnings during that period, all to be computed and otherwise in accordance with *F. W. Woolworth Company*, 90 NLRB 289, 291-299. Such back-pay order does not, of course, require reimbursement for any seasonal layoff periods, if any, during which Hagel would have been reduced in force

for nondiscriminatory reasons; and the Company's liability will, in no event, continue beyond the date of the Company's Anchorage project. See *Turner Construction Company, supra*.

[Recommendations omitted from publication.]

## 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, or activities on behalf of, United Brotherhood of Carpenters and Joiners of America, Local No. 1281, or in any other labor organization, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Brotherhood of Carpenters and Joiners of America, Local No. 1281, 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 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 immediate and full reinstatement to Fred W. Hagel to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges and make Hagel whole for any loss of earnings suffered as a result of the discrimination against him.

J. C. BOESPFLUG CONSTRUCTION Co.,  
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.

**Westinghouse Electric Corporation and Association of Westinghouse Salaried Employees affiliated with the Federation of Westinghouse Independent Salaried Unions, Petitioner. Cases Nos. 6-RC-1554<sup>1</sup> and 6-RC-1555. July 27, 1955**

### DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Herbert Schutzman, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organization involved claims to represent certain employees of the Employer.

<sup>1</sup> After Case No. 6-RC-1554 was consolidated with Case No. 6-RC-1555, the parties agreed to a consent election in the former, whereupon the cases were severed.