

Midwest Transfer Company of Illinois and John Paul Schaffer, Lawrence Hughes, John Thompson, Edward McGuire, Dominic Zito, William Hughes, and Paul Baurhenn

International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 30 and John Paul Schaffer, Lawrence Hughes, John Thompson, Edward McGuire, and William Hughes. *Cases Nos. 6-CA-1293, 6-CA-1294, 6-CA-1295, 6-CA-1296, 6-CA-1297, 6-CA-1299, 6-CA-1300, 6-CB-435, 6-CB-436, 6-CB-437, 6-CB-438, and 6-CB-440. November 12, 1959*

DECISION AND ORDER

On June 22, 1959, Trial Examiner John H. Eadie issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Company filed exceptions to the Intermediate Report and a supporting brief, and the General Counsel filed a brief in support of the Intermediate Report.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with these cases to a three-member panel [Chairman Leedom and Members Bean and Fanning].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions and modifications.

The Trial Examiner found, and we agree, that the Respondent Company, herein also called the Company, in violation of Section 8(a) (3) and (1) of the Act, discharged the Charging Parties on March 3, 1958, before the expiration of the 30-day grace period provided in the contract between the Company and the Respondent, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 30, herein called Local 30, covering employees at the Company's Irwin, Pennsylvania, terminal;¹ and that Local 30 caused the Company to discharge these persons, thereby

¹ The contract, executed in 1955 for a term of 3 years, provided that all employees on or after the 30th day following the beginning of their employment or the effective date of "this provision," whichever was the later, should, as a condition of employment, join Local 30 and maintain their membership therein for the duration of the contract.

violating Section 8(b)(2) and (1)(A) of the Act. However, in reaching this finding, the Trial Examiner found that, for the purposes of Section 8(a)(3) of the Act, the beginning of employment of the discharges commenced on February 10, 1958, when the Company transferred them from its terminal at Etna, Pennsylvania,² to its terminal at Irwin, and not on the initial dates of their employment at Etna; and that, accordingly, the conduct of the Company and Local 30 was unlawful, since the discharges occurred within 30 days of the beginning of employment. We find it unnecessary to determine when the employment of the discharges began for purposes of applying the union-shop clause in the contract. It is clear that the effective date of the union-security provision in Local 30's contract, as to the discharges, was February 10, 1958, the date on which they were transferred to Irwin and thus came within the scope of Local 30's contract. Therefore, even assuming that the beginning of employment of the discharges commenced on the initial dates of their employment at Etna, they would still be entitled to a grace period of 30 days from the later date of February 10, 1958, when the union-security provision became effective as to them. As the Company discharged the Charging Parties on March 3, 1958, before the expiration date of such 30-day period, and as Local 30 caused the discharges, we find that by such conduct the Company and Local 30 violated Section 8(a)(3) and (1) and Section 8(b)(2) and (1)(A) of the Act, respectively.

ORDER

Upon the entire record in these cases, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

A. The Respondent, Midwest Transfer Company of Illinois, Irwin, Pennsylvania, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in Local 30, or in any other labor organization of its employees, by discriminating in regard to their hire or tenure of employment or any term or condition of employment.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights 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:

² At Etna, the discharges were members of and represented by another local of the Teamsters.

(a) Make whole the following employees in the manner set forth in section V of the Intermediate Report, entitled "The Remedy":

John Paul Schaffer

Lawrence Hughes

John Thompson

Edward McGuire

Dominic Zito

William Hughes

Paul Baurhenn

(b) Preserve and make available to the Board or its agents upon request, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of back pay due and the rights of employment under the terms of this Order.

(c) Post at its terminal at Irwin, Pennsylvania, copies of the notices attached to the Intermediate Report marked "Appendixes A and B."³ Copies of such notices, to be furnished by the Regional Director for the Sixth Region, shall, after being duly signed by the authorized representatives of the Company and the Union, respectively, be posted by the Company immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted. When posted, the notices shall be maintained by the Company for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the Company to insure that these notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for the Sixth Region in writing, within 10 days from the date of this Order, what steps the Company has taken to comply herewith.

B. The Respondent Local 30, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Attempting to cause or causing the Company to discriminate against its employees in violation of Section 8(a) (3) of the Act.

(b) Restraining and coercing employees of the Company in the exercise of their rights guaranteed in Section 7 of the Act, except to the extent that such rights 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) Make whole the employees named above in the manner set forth in section V of the Intermediate Report, entitled "The Remedy."

(b) Post at its business offices and meeting halls copies of the notice attached marked "Appendix B" of the Intermediate Report.

³ The words "A Decision and Order" in the caption of the notices shall be substituted for the words "The Recommendations of a Trial Examiner." 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."

Copies of the notice, to be furnished by the Regional Director for the Sixth Region as the agent of the Board, should be posted by the Respondent Union immediately upon receipt, after being duly signed by an official representative of the Union. When posted, the notices shall be maintained by the Union for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the Union to insure that these notices are not altered, defaced, or covered by any other material.

(c) Mail signed copies of the notice attached to the Intermediate Report marked "Appendix B" to the Regional Director for the Sixth Region, for posting at the office and place of business of the Respondent Company, in the places where notices to employees are customarily posted. Copies of the notice, to be furnished by the Regional Director for the Sixth Region as the agent of the Board, shall be returned forthwith to the Regional Director after they have been signed by an official representative of the Union for such posting.

(d) Notify the Regional Director for the Sixth Region in writing, within 10 days from the date of this Order, what steps Local 30 has taken to comply herewith.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

Upon charges filed by John Paul Schaffer, Lawrence Hughes, John Thompson, Edward McGuire, Dominic Zito, William Hughes, and Paul Baurhenn, individuals, the General Counsel of the National Labor Relations Board, by the Regional Director for the Sixth Region, issued a consolidated complaint, dated November 25, 1958, against Midwest Transfer Company of Illinois, herein called the Company, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 30, herein referred to as Local 30. With respect to the Company, the complaint alleges that it engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the National Labor Relations Act, as amended, herein called the Act. As to Local 30, the complaint alleges that it engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) and Section 2(6) and (7) of the Act. In their answers the Company and Local 30 admitted the jurisdictional allegations of the complaint, but denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held at Pittsburgh, Pennsylvania, on January 27 and 28, 1959, before the duly designated Trial Examiner. At the opening of the hearing, Local 30 conceded that it was "in technical violation" of the Act "in that the Union and the Company prematurely caused the discharge of the charging parties without waiting the thirty days." At the close of the General Counsel's case, the Company moved to dismiss the complaint. The motion was denied. At the close of the whole case, the General Counsel moved to conform the pleadings to the proof as to minor variances. The motion was granted without objection. The Company renewed its motion to dismiss the complaint. Ruling was reserved. The Company's motion to dismiss is disposed of as hereinafter indicated. After the conclusion of the hearing, the General Counsel and the Company filed briefs with the Trial Examiner.

Based upon the record as a whole, and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Midwest Transfer Company of Illinois, affiliated with The Emery Transportation Company, is an Illinois corporation. It is a licensed interstate common carrier and

has been designated by the Interstate Commerce Commission as such. Its principal offices are in Chicago, Illinois; and it maintains terminals in, and transports freight among, the following States: Pennsylvania, Ohio, Illinois, Indiana, New York, New Jersey, Michigan, Wisconsin, and Missouri. During the period of 12 months before the date of the hearing herein, the Company's gross income from interstate shipments was in excess of \$100,000.

II. THE ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 30, is a labor organization which admits to membership employees of the Company.

III. THE UNFAIR LABOR PRACTICES

The Company had a terminal at Etna, Pennsylvania, which it closed on February 10, 1958. On the same date it transferred all employees previously employed at Etna to a newly established terminal at Irwin, Pennsylvania. The evidence discloses that the nature of the services performed by the employees at both terminals was identical.

During their employ at Etna, the Charging Parties, all of whom were members of International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 249, herein called Local 249, were encompassed in an association-wide bargaining unit under a collective-bargaining contract known as "City Freight Agreement between Western Pennsylvania Motor Carriers' Association, Inc., and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 249, AFL, 1957-58."¹

Irwin is only a mile distant from the Pennsylvania Turnpike. It is outside of the charter jurisdiction of Local 249, and within the jurisdiction of Local 30.² The Association, on behalf of its members, has a contract with Joint Council 40 on behalf, *inter alia*, of Local 30, for members of the Association operating in its jurisdiction. This contract is known as "1955-1958 City Freight Agreement between Western Pennsylvania Motor Carriers' Association, Inc., and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Joint Council No. 40, Pittsburgh, Pennsylvania, on behalf of International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL, Local 30, *et al.*"³

Prior to the move from Etna to Irwin, the Company, through its agent, Hugh Gillen, met with representatives of Local 249 and Local 30. At these meetings the move and administration of the existing contracts were discussed. On February 25, 1958, following a meeting held on February 20, 1958, James H. Hutchinson, Jr., manager of the Association, wrote to John E. Tracy, vice president of the Company, as follows:

My understanding of, and decision on, the problems brought about by the recent decision of your company to cease operations in Pittsburgh and to begin a relay operation at Irwin, Pa., are as follows:

(1) Midwest (Emery Transportation Co.) will offer employment at the Irwin relay point to the 21 men presently employed in Pittsburgh and shall grant these men who accept employment at Irwin the same seniority that they enjoyed while the company operated in Pittsburgh. Those employees electing to go to Irwin will transfer to Local 30.

(2) Until May 31, 1958, all of the organized personnel employed by the company at Irwin will be paid the rate schedules, Health & Welfare and Pension, daily and weekly overtime, and daily and weekly guarantees as are presently established by the Local 249. Motor Carriers Association Freight Agreement, all other conditions of work and employment shall be those as prescribed in the Local 30 Addendum to the Joint Council 40. Motor Carriers Association Agreement, unless specifically outlined herein. After May 31, 1958, the complete terms and conditions of the contract covering Local 30 will become effective.

¹ The Company is a member of the above Association.

² It was stipulated that Local 249 had filed a petition for an election among the employees at Irwin in Case No. 6-RC-2254.

³ The General Counsel states in his brief that he does not contest "the validity of the union security clause in Article 1, Sub-Section (b) of [the above] contract which provides for a thirty-day grace period."

(3) Deliveries to Kroger and all other consignees located within the city limits of Pittsburgh shall be made with the road driver and a helper from the Irwin relay point, or by one city driver from the Irwin relay point, a single helper may be required to service several loads.

(4) Deliveries to points in Westmoreland County will be made by either the road driver plus an available helper or a city driver; a single helper may be required to service several loads.

The above decision was reached after a hearing held in the Carlton House, Pittsburgh, Pa., on February 20, 1958. Representing the company were: John E. Tracy, Dick Marino and Hugh Gillen; for Local 30, Luther B. Ickes; for Joint Council 40, Daniel DeGregory.

Copies of the above letter were sent to DeGregory of Joint Council 40, Luther Ickes, business agent of Local 30, and Robert Howard, branch manager of the Company.

On February 28, 1958, the following notice to employees was posted on the Company's bulletin board:

FEBRUARY 28, 1958.

*To All Members of Teamsters Local Union #249 employed
by Emery-Midwest Transportation Company at their
Irwin, Pennsylvania Terminal:*

DEAR SIRS AND BROTHERS: Effective March 3rd, 1958 only members of Teamsters Local Union #30 will work out of the Irwin Terminal of Emery-Midwest Transportation Company.

Those employees electing to transfer from Local #249 to Local #30 will have to do so by that date. Transfer Cards which have been completed by Local #249 are on hand here at the Union Office, 319 Bullitt Avenue, Jeannette, Pa.

March dues and payment for the transfer fee must also be made by that date. This Union Office will be open between the hours of 9:00 A.M. to 5:00 P.M., Saturday, March 1st, 1958 in order that you may sign these transfer cards, pay March dues and transfer fee and supply data for office files.

Effective Monday Morning, March 3rd, 1958 all employees who have not elected to transfer into Local #30 will be replaced with Local #30 Union Members.

We would appreciate your signing below to verify that you have read this notice.
Fraternally yours,

LUTHER B. ICKES,
President, Teamsters Local Union #30.

Concerning the preparation and posting of the above notice, Ickes was questioned and testified credibly as follows:

Q. What were the circumstances which caused you to prepare that document?

A. On the week of the 24th—

Q. Of what month?

A. February, the 26th or the 27th, the morning of the 26th or the 27th, I was called by a Mr. Gillen in regards to taking some action of getting the transfer cards signed and—

* * * * *

Q. What did he tell you?

A. He says to me over the phone that he thought that we should set a deadline in the transferring or telling the 249 members to sign the transfer cards that I had in the organization at the time.

Q. Did he say anything else besides setting a deadline?

A. Other than he thought that it should be done by Monday. And, that would be March 3rd.

* * * * *

Q. Did he state how setting a deadline should be communicated to the employees?

A. If they didn't transfer by a certain date, they would be replaced by Local 30 members. They should be replaced by Local 30 members.

Q. Did he suggest this be done by a letter or by verbal notice?

A. He thought that I should draft a letter and post it on the bulletin board to familiarize the members of 249 in regards to the transfers or the assigning of the transfers.

Q. Pursuant to his suggestion, did you prepare that document, General Counsel's Exhibit 4?

A. That is the letter and the notice that I prepared, yes, sir.

Q. Now, did you appear at the company premises with that notice of February 28?

A. I did, sir.

Q. What did you do with that?

A. I gave that letter to Mr. Pete Penezec and I told him that this was a letter through a conversation that I had with Mr. Gillen and asked him to post it on the bulletin board, and which he said he would post it.

Q. And, to your knowledge, was it posted that morning?

A. That's right.

When Paul Baurhenn, regularly employed by the Company as a truckdriver⁴ and steward of Local 249, reported for work at 1 p.m. on February 28, 1958, Peter Penezec, the Company's chief dispatcher, asked him if he had read the above notice and if he was going to sign it. Baurhenn replied that he would not sign. He then spoke to Tracy and Howard in the Company's office about a grievance. Tracy asked him if he was going to transfer to Local 30. When Baurhenn replied that he would not, Tracy said, "Then you won't be able to work here no longer."⁵ Baurhenn then asked for and received the pay due him and his "prorated share of vacation." He worked that day.

On Saturday, March 1, 1958, Penezec called Baurhenn at his home and told him, "Paul, I'm calling you to notify you that if you did not transfer to Local 30 by March 3rd, which is a Monday morning, there will be no work here for you, so there is no percentage of you coming on here, and this is official." Baurhenn replied, "Okay, I'll be there, and that's official, too."⁶

John Schaffer was employed by the Company as a driver. On February 28, 1958, John Thompson, also a driver, was working as Schaffer's helper. When they reported for work at 2 p.m. on that day, they had a conversation with Penezec. In this conversation, Schaffer testified credibly that Penezec called their attention to the notice on the bulletin board and asked them to sign it; that he told them that Ickes "was going to have his union hall open Saturday until noon . . . all you fellows that want to transfer [to Local 30], go up, and he'll be there at dinner time"; that when he (Schaffer) replied, "I will not sign over to Local 30 . . . I'm working under a 249 contract," Penezec said, "Well, John, don't come out to work Monday, then."

William Hughes was regularly employed by the Company as a helper. Concerning the events when he reported for work at about 7 a.m. on Monday, March 3, 1958, Hughes testified credibly, "when I first got there there was a meeting among the men there outside the office . . . Luther Ickes was addressing the men about the transfer cards . . . he wanted to know if the men who hadn't transferred would want a transfer, because he was there to take the transfer cards and turn them in, so all the men that wanted a transfer, transferred at that time. So after this went on, then the assignment of work came. . . . Pete Penezec assigned the work that morning. . . . and I noticed the men that hadn't transferred weren't being assigned work. . . . So, after all the work was assigned, I went into the office. . . . Pete Penezec was in there and I asked him did he have any work for me. I says, 'I am willing to go to work.' He says, 'you a member of Local 30,' and I says, 'No, I'm not.' He says, 'Well, I guess I haven't no work for you.' I says, 'whose ruling is this, Pete? Is this the Company's ruling?' And Pete says, 'yes.' . . . Bob Howard was . . . standing right . . . beside Pete there. . . . Right away he says, 'No, it isn't a company rule . . . It's that man outside's rule,' pointing in the general direction of where Lou Ickes had been standing outside. . . . I said, 'That's all I want to know.' I turned around and left." Hughes also testified credibly that when Ickes

⁴ All of the Charging Parties were "regular" employees at the times material herein. The record discloses that temporary employees were hired from an "extra" list maintained by Local 249.

⁵ Tracy denied that either he or Howard made the above statement. His denial is not credited.

⁶ Baurhenn testified credibly to the above conversation. William Hughes, Dominic Zito, and Edward McGuire testified to similar conversations with Penezec on March 1 and 2. Penezec denied the conversations. His denial is not credited.

was addressing the employees he told them that if they did not transfer to Local 30, he would replace them with his local men.⁷

Schaffer testified credibly to the effect that he and Thompson were not scheduled to work during the morning on March 3, 1958, since Penezec had told them "to stay home in the morning until he called us"; that when Penezec did not call them, they went to the terminal at about noon that day and had a conversation with Penezec; and that, "So I says to Pete Penezec . . . 'Well Pete, are you going to put us to work?' He had two transfer slips [to Local 30] in front of him on the desk and he says, 'Well John, you sign this slip and you can go to work.' I says, 'Pete, I will not sign that slip.' So he said, 'That's all I can tell you. . . . I can't help you out any further.'"⁸

It is undisputed that the Charging Parties here were not assigned any regular work on and after March 3, 1958. The Company reinstated or offered reinstatement to all of the individuals named in the complaint on December 3, 1958.

Concerning the termination of employment by the Charging Parties, Penezec was questioned and testified as follows:

Q. (By Mr. Fleischut.) Do you remember on or about March 15, 1958 writing letters to employees in the nature of a termination letter saying that inasmuch as they had refused to accept transfers to Irwin, they were now discharged?

A. That is correct.

Q. Do you recall if such a letter was sent to Messers Schaffer, Hughes, Thompson, McGuire, Zito, William Hughes, Lawrence Hughes and Paul Baurhenn?

A. I think the men you mentioned included all those letters, yes.

Q. Did you sign those letters?

A. Under the authority of the company through Mr. John Tracy, I signed them, yes.

Q. Isn't it a fact that each of these men had worked from February 10 through February 28 at Irwin?

A. Had they worked from February 10?

Q. Through February 28 on a regular basis at Irwin.

A. During that time, yes.

* * * * *

Q. (By Mr. Fleischut.) On or about March 3, the termination of each of the seven charging parties, the employment of each of the seven charging parties in this case was terminated. Is that right?

A. I would say on or about March 3.

Q. Isn't it a fact the reason their employment was terminated was because they did not join Local 30?

A. That is probably the reason, yes.

Q. I didn't ask you if that was probably the reason, I asked you a yes or no question.

A. Yes.

Howard was questioned and testified as follows with respect to the policy of the Company:

Q. (By Mr. Fleischut.) You said, I believe, that you never told anyone that the company had a policy if they didn't join Local 30, they could not work. Is that correct?

A. I said that.

Q. Now I am asking you, did the company have a policy if you didn't join Local 30 you couldn't work?

A. No, we did not have a policy.

Q. To your knowledge, did anyone have a policy if you didn't join Local 30 you couldn't work?

A. That was strictly a union matter.

Q. But you followed it?

A. Followed the union's wishes on various things.

⁷ Employee Dominic Zito testified substantially the same as Hughes in the above connection. Penezec denied the above remarks attributed to him. His denial is not credited. Howard testified that he did not "recall" hearing Penezec making the remarks attributed to him by Hughes and Zito, but that he (Howard) may have made the remark attributed to him by Hughes and Zito.

⁸ Thompson testified substantially the same as Schaffer in the above connection.

Q. Did you follow the union's policy here?

A. Yes, we did.

Q. By "we," you mean yourself, the terminal manager and Pete Penezec, right?

A. Yes.

I find that the Company discharged John Paul Schaffer, Lawrence Hughes, John Thompson, Edward McGuire, Dominic Zito, William Hughes, and Paul Baurhenn on March 3, 1958, in violation of Section 8(a)(3) and (1) of the Act. I also find that Local 30 attempted to cause and did cause the Company to so discriminate against the said Charging Parties on the above date in violation of Section 8(b)(1)(A) and Section 8(b)(2) of the Act. In so finding I reject the Company's contention that the contract constitutes a defense of its conduct. As related above, Local 30 conceded that it was "in technical violation" of the Act in that it and the Company prematurely caused the discharge of the Charging Parties without waiting for the expiration of 30 days from the time of the transfer of the Company's operations to Irwin.

The employees were transferred from Etna to Irwin on February 10, 1958, and were discharged on the 22d day following their transfer. I agree with the arguments in the General Counsel's brief to the effect that in this case for the purposes of Section 8(a)(3) of the Act the "beginning of such employment" commences from the date of the transfer to Irwin and not from the initial dates of employment at the former location; and that accordingly the conduct of the Company and Local 30 was proscribed by Section 8(a)(3) and Section 8(b)(2) of the Act, since the discharges occurred within 30 days of "the beginning of such employment."

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Company and Local 30 set forth in section III, above, which occurred in connection with the operations of the Company set forth 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 Company and Local 30 have engaged in unfair labor practices, it will be recommended that each of them desist therefrom and take certain affirmative action, including the posting and distribution of appropriate notices, designed to effectuate the policies of the Act.

It has been found that Local 30 caused the Company to discriminate in violation of Section 8(a)(3) of the Act against John Paul Schaffer, Lawrence Hughes, John Thompson, Edward McGuire, Dominic Zito, William Hughes, and Paul Baurhenn, by discharging them on March 3, 1958, and refusing to reinstate them until December 3, 1958. Therefore, it is recommended that the Company and Local 30, jointly and severally, make whole said employees for any loss of pay suffered by reason of the discrimination by payment of a sum of money to each employee equal to that which he would have earned as wages from the date of the discrimination to the date of reinstatement, less his net earnings during such period, the loss of pay to be computed on a quarterly basis in accordance with the formula adopted by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

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

CONCLUSIONS OF LAW

1. Local 30 is a labor organization within the meaning of Section 2(5) of the Act.
2. By discriminating against the employees named above the Company has engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) 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 Company has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
4. By attempting to cause and causing the Company to discriminate against its employees in violation of Section 8(a)(3) of the Act, Local 30 has engaged in unfair labor practices within the meaning of Section 8(b)(2) of the Act.
5. By restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, Local 30 has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

6. The aforesaid unfair labor practices affected commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

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 Relation Act, we hereby notify our employees that:

WE WILL NOT encourage membership in Local 30, or in any other labor organization of our employees, by discriminating in regard to their hire or tenure of employment or any term or condition of employment.

WE WILL make whole, jointly and severally, with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 30, the following employees for any loss of pay suffered as a result of the discrimination:

John Paul Schaffer
John Thompson
Dominic Zito
Paul Baurhenn

Lawrence Hughes
Edward McGuire
William Hughes

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in the Act, except to the extent that such rights 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.

MIDWEST TRANSFER COMPANY OF ILLINOIS,
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.

APPENDIX B

NOTICE TO ALL MEMBERS OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL 30, AND TO ALL EMPLOYEES OF MIDWEST TRANSFER COMPANY OF ILLINOIS

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 you that:

WE WILL NOT restrain or coerce employees of said Company in the exercise of rights guaranteed by Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8(a)(3) of the Act.

WE WILL, jointly and severally, with the said Company, make whole the following employees for any loss of pay suffered as a result of the discrimination:

John Paul Schaffer
John Thompson
Dominic Zito
Paul Baurhenn

Lawrence Hughes
Edward McGuire
William Hughes

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL 30,
Labor Organization.

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.