The latter company operated two plants prior to the sale of its box plant to Employer, and had a contract with the Paper Workers Union of Kentucky covering all its employees. The contract was executed on January 1, 1959, for a 3-year term expiring December 31, 1961. Shortly after its purchase, on May 9, 1960, the Employer signed a written instrument with the Paper Workers Union in which it agreed to retain the employees in the existing work force at the box plant, and to adopt ". . . all of the terms, conditions, and obligations . . ." pertaining to them in the contract between the union and the Louisville Paper Company. In these circumstances, we find that Employer entered into a new contract with the Intervenor for the box plant, incorporating by reference all applicable terms and conditions, including the termination date, of the contract with the former owner. We further find that the term of their new agreement runs from May 9, 1960, to December 31, 1961. As the petition herein was filed on November 28, 1960, more than 150 days before the terminal date of the new agreement, we find that the contract constitutes a bar and accordingly, we shall dismiss the petition as untimely filed. *Deluxe Metal Furniture Company*, 121 NLRB 995, 999.

[The Board dismissed the petition.]

Southern Wires, Inc. *and* United Papermakers and Paperworkers. *Case No. 12–CA–1497. May 4, 1961*

DECISION AND ORDER

On October 24, 1960, Trial Examiner Eugene E. Dixon issued his Intermediate Report in the above-entitled proceeding, finding that Southern Wires, Inc., hereinafter called Respondent, had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner also found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint, and recommended that these allegations be dismissed. Thereafter, Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provision of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Leedom, and Fanning].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Inter-

mediate Report, the exceptions and brief, and the entire record in the case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations.

ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent, Southern Wires, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Unlawfully interrogating employees concerning their membership in, or activities on behalf of, United Papermakers and Paperworkers, or any other labor organization.

(b) Threatening employees that it will close or move its plant or cease operations, or that it will engage in other reprisals against employees, to discourage affiliation with or support of the above-named or any other labor organization.

(c) Discouraging membership in the above-named or any other labor organization by discharging any of its employees, or otherwise discriminating in regard to their hire or tenure of employment or any term or condition of employment.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in any other 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, as amended.

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

(a) Offer John M. Goodson immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered as a result of the discrimination against him, by payment to him of a sum of money equal to the amount he would have earned from the date of his discriminatory discharge to the date of the offer of reinstatement, less his net earnings during said period, said backpay to be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social secu-

rity payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Decision and Order.

(c) Post at its place of business in Quincy, Florida, copies of the notice attached to the Intermediate Report marked "Appendix." [1] Copies of said notice, to be furnished by the Regional Director for the Twelfth Region, shall, after being duly signed by Respondent, be posted immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other materials.

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

The complaint herein, insofar as it alleges that the Respondent has discriminated in regard to the hire and tenure of employment of Coy Dasher in violation of Section 8(a)(1) and (3) of the Act, as amended, shall be, and it hereby is, dismissed.

[1] 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"

INTERMEDIATE REPORT

STATEMENT OF THE CASE

This proceeding, brought under Section 10(b) of the National Labor Relations Act as amended (61 Stat. 136), herein called the Act, was heard at Quincy, Florida, on August 23, 1960, pursuant to due notice with all parties being represented. The complaint, issued by the General Counsel for the National Labor Relations Board (herein called the General Counsel and the Board), on July 15, 1960, and based on charges dated June 1, 1960, duly filed and served, alleged in substance that Respondent had engaged in unfair labor practices in violation of Section 8(a)(1) and (3) of the Act by discriminating against its employees Coy Dasher and J. M. Goodson because of their union activities and by engaging in various specified acts of interference, restraint, and coercion against its employees in connection with their union activities

In its duly filed answer Respondent denied the commission of any unfair labor practices.

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

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS

Respondent is, and has been at all times material herein, a Florida corporation maintaining its principal office and place of business in the city of Quincy, Florida, where it is engaged in the business of manufacturing paper machine wire cloth. For a period of about 10 months prior to the issuance of the complaint Respondent manufactured, sold, and shipped from its Florida plant finished products valued in excess of $50,000 to points outside the State of Florida. I find that Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION

United Papermakers and Paperworkers is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The Setting and Issues

This is a typical unfair labor practice case. Two employees take the initiative in an attempt to organize Respondent's plant. Two days later they are discharged. The contention is made that the discharges were for cause and that Respondent had no knowledge of the union activity of the dischargees at the time of their dismissal. This, together with some evidence of Respondent's opposition to union organization among its employees and its illegal actions in that connection constitute the issues.

Interference, Restraint, and Coercion

According to weaver John McDonald's testimony, on May 3, 1960, Shift Foreman Vic Hamel, employee William Livingston and McDonald "were threading in (loom) 103." Hamel said "There is a lot of union talk." McDonald said, "I don't know." Hamel said "Johnny, Melvin told me they was passing union cards around." McDonald said, "I don't know what one looks like." Hamel said, "You boys don't get a union card but we are going to be good to you," he also said that the employees did not need a union and that the Company would "look out for them."

Livingston's testimony, apparently about the same incident, was that Hamel asked them if they "knew anything about the Union." McDonald told him that "there was guys going around passing out cards trying to organize a union" Hamel said yes, "I heard." He also told them that the plant was a "new thing" and that "it would grow and [the employees] would have a good thing down there in just a matter of time." Livingston's recollection on direct examination was that this occurred the first week in April. On cross-examination he testified that he was not positive of the time and admitted that it could have occurred the first week of March.

Employee John E. Melvin testified about a conversation he had at the plant about the middle of March with his Shift Supervisor Bob Brown. Brown said that if the plant had a union "right away" the plant would "probably close down." This was in reply to this question put to him by Melvin. "If the Union came out there what happens?"

Weaver Bobby Jacobs testified as to a conversation at the plant with Shift Supervisor Bob Brown during the last week of May. Brown said "the only thing to do . . . is to close the plant down if it went union." This remark came as a result of Jacobs' question to Brown regarding "what might happen if the Union came into the plant?"

Johnny Goodson testified as to a conversation with Shift Supervisor Gordon Stewart on August 8, 1960, at a drive-in restaurant. Goodson asked Stewart what he would do "about going to the union trial" if he was in Goodson's place. His reply to Goodson was that "he wouldn't have anything to do with it."

Weaver Lee Roy Merritt testified that at his machine during the first part of June 1960, Loom Superintendent Vanstone asked him if a union man had come to see him, whether he knew anyone who signed a union card and if he learned of anyone who had signed would he pass the information on to Vanstone. Merritt also testified that he talked with Vanstone "a lot," mostly about fishing. When he asked Vanstone in one of the conversations whether the plant would close if the Union came in, Vanstone replied "that he didn't know."

All of the above testimony was undenied. Vanstone admitted talking to Merritt to see what was going on." Neither Stewart, Hamel, nor Brown testified.[1] Accordingly I credit the foregoing. Of this testimony I find the following to have been in derogation of the rights of the employees within the meaning of Section 8(a)(1) of the Act; (1) Supervisor Brown's comment to Bobby Jacobs about closing the plant if the Union came in and his similar comment to John Melvin. I deem it immaterial that in both instances Brown was asked by the employees in question what would happen if the Union came in the plant; and (2) Hamel's interrogation of Livingston and McDonald if they "knew anything about the Union," and Vanstone's similar interrogation of Merritt. Coming in a context of threats to close the plant and other discrimination because of the Union, this interrogation also becomes coer-

[1] It appears that Hamel had been discharged prior to the hearing There is no showing, however, that he was unavailable.

cive. *Pinkerton Folding Box Company,* 121 NLRB 1308; *I. C. Sutton Handle Factory,* 119 NLRB 951; *Alterman Transport Lines, Inc.* 127 NLRB 803.

In addition to the foregoing evidence, it appears from testimony of several of the General Counsel's witnesses[2] that Plant Manager C. O. Dodson in the fall of 1959 told them when they were hired, in substance, that if they had any ideas about a union they were in the wrong place or to forget them, that there would be no union at Southern Wires and that if one should come in Respondent would close the plant or move back to Canada.[3] In his testimony Dodson admitted telling the employees in question that the Company "did not have a union and . . . did not anticipate one." This was told them for information "only." He specifically denied telling anyone that the plant would close or move back to Canada if a union came in but did not specifically deny telling that if they had a union in mind they had come to the wrong place. I credit the General Counsel's version here. Since this testimony involved matters occurring more than 6 months prior to the filing of the charge herein, it cannot be the basis for a finding of violation of Section 8(a)(1) of the Act. It does serve, however, to show Respondent's determined opposition to a union and to its employees' rights in connection therewith.

However, one such undenied comment by Dodson testified to by William Livingston, whom I credit, was made on January 4, 1960, and is thus within the 10(b) period. On that date, when Livingston was hired, Dodson told him "That there was one thing he didn't want out there, having anything to do with the union, said that was out, he said that if [Livingston] heard of anything, or did anything with the union [he] would be automatically discharged." This, of course, is an additional violation by Respondent of Section 8(a)(1) of the Act.

Discrimination

Coy Dasher

Coy Dasher was employed by Respondent on September 16, 1959, as a weaver trainee. In his hiring interview with Plant Manager Dodson the latter told him that the Company did not have a union and "we aren't going to have one. . . . Before we have one we will pack up and go back to Canada." On February 23, 1960, Dasher spoiled a substantial amount of wire—some 75 or 80 feet. About 2 weeks previously he had also spoiled a similar amount of wire. On that occasion apparently there was no disciplinary action taken against him. Indeed at about that time he had been told by his Shift Foreman Vic Hamel that he was doing "real good" work and that Hamel would see if he could get him a raise. Shortly thereafter he got a 5-cent raise.[4]

On the occasion of the February 23 material spoilage Dasher was told by his then Shift Foreman Stewart that he would have to be given some time off because of the spoilage and was told to come in the next Friday some 3 days later. After leaving the plant that day Dasher went to a gas station where he used to work located some three or four blocks from the plant. There he met a union organizer who asked him if he thought it was possible to get a union into the plant. Dasher said he thought it was and was recruited by the organizer to help in an organizing campaign. To this end Dasher was given 75 union authorization cards "to put out and get signed." That same day Dasher got in touch with Johnny Goodson, another employee of Respondent, and got him to sign a union card. Dasher also enlisted Goodson's aid in the organizing campaign and gave him some of the cards to get signed at the plant.

The following day Dasher had lunch with the union organizer and that night he passed out some of the cards. Dasher got a total of 11 cards signed by employees, some at the gas station and others at his own home which was some 2 miles from the plant. Apparently he got no cards signed at the plant nor so far as the record shows did he do any campaigning at the plant.

On the day before he was supposed to come back to work (which was the day following his luncheon with the union organizer) he received word that John H. Vanstone, the loom supervisor and apparently second in command at the plant, wanted to talk to him. When Dasher got Vanstone on the telephone the latter told Dasher "You can pick up your check. There is no use for you to come back Friday. I

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[2] John McDonald, John Melvin, Bobby Jacobs, John Goodson, and Coy Dasher

[3] Respondent is the subsidiary of a Canadian firm and began operations at Quincy about September 1, 1959.

[4] Admittedly this raise was given to him after the first spoilage which occurred, according to Vanstone's testimony, on February 9.

decided to let you go." At the plant when Dasher got his two final paychecks from Vanstone the latter said "I'm sorry, this is the way it is going to have to be." At this point as Dasher started walking away from Vanstone he ran into his Shift Foreman Vic Hamel. Dasher said to Hamel "It's been nice working for you." Hamel said "What is the matter?" Dasher said "I have been fired." Hamel then turned to Vanstone and said "What the hell is going on?" Dasher started out of the plant and Hamel caught up with him saying "You got to get a job." Dasher replied "I'm not worried about it."

On the way out Dasher met Goodson who asked if Dasher had any more union cards. At this time Dasher and Goodson were standing facing each other, Dasher with his back to the office. At Goodson's request for more cards Dasher pulled some cards out of his shirt pocket and handed them to Goodson just as Vanstone came up to the two and ordered Dasher out of the plant saying that he was holding up production.

According to Dasher's testimony "practically everyone" had spoiled wire in the plant on one occasion or another. In this connection he named David Howell, George Olah, Bobby Jacobs, Wayne Maxwell, and Johnny Goodson. Of those named, Dasher admitted on cross-examination that he knew that two of them had been discharged.

There is no doubt that 75 or 80 feet of wire spoiled is a serious and expensive spoilage. In order to ameliorate the seriousness of such spoilage, the General Counsel called as a witness George Wilson, a wire weaver of over 20 years experience, who was currently president of a Local Union of United Paperworkers. Wilson testified that when spoilage occurs at 70 to 100 feet the piece is continued and finished. Then, with consent of the buyer, the imperfection is cut out and the pieces seamed together. Thus the product has an extra seam. This has a tendency to cut down the life of the wire. Accordingly the customer will get a rebate on the original price when he agrees to take a double seamed wire. Notwithstanding some implication in Wilson's testimony that weavers are never laid off for carelessness in their work, he admitted that "extra blows" (which was the cause of Dasher's spoilage on the 23d) can be caused by lack of attention and lack of experience. Counterbalancing Wilson's testimony was Loom Supervisor Vanstone's testimony who testified that he had "seen hundreds" let go for shoddy and careless workmanship and Plant Manager Dodson's testimony that Respondent only shipped double seamed wire once and had a complaint on it.[5]

As for Dasher's employment and discharge Vanstone testified as follows: On February 9 Dasher spoiled some wire at which time Vanstone told Dasher that he "would have to watch the work" or else he would have to be let go. When Dasher had the second spoilage within 2 weeks it was considered by Respondent to be "unforgivable." Notwithstanding Vanstone's complete authority to discharge employees Vanstone sought Plant Manager Dodson's approval on discharging Dasher at this time. Dodson agreed with Vanstone on what he thought best.

In his direct examination Vanstone also testified that at the time he let Dasher go he had no idea that the latter was interested in the Union. Furthermore he testified that at that time he had heard nothing about a union trying to get into the plant. Later on in his direct examination he admitted hearing talk of a union around the shop but denied seeing union cards therein. On cross-examination Vanstone testified that he had wanted to discharge Dasher on the occasion of the latter's spoilage on February 9 but "got talked out of it." It also appears from his cross-examination that Vanstone knew what was going on in the plant; that he got complaints from the supervisors that he had "guys running into the toilet every other minute." Besides these reports it appears from Vanstone's testimony that he was in a position to see everything that went on in the entire plant due to the fact that his office was located in one corner of the plant at an elevation above the floor with glassed sides permitting a view of the entire plant floor. He admitted that he was in position to see people talking together and he testified that if they overdid it he would go down and break it up. Vanstone also admitted that Dasher's Foreman Hamel did not think they were doing the right thing in discharging Dasher.

John M. Goodson

Goodson was hired by Respondent in August of 1959 as a weaver trainee. When he was hired Plant Manager Dodson told him that if he "was in favor of the Union [he] was in the wrong place, [he] could just leave, if the Union was going in there they were going back to Canada."

[5] Elsewhere Dodson testified that he was not "permitted to ship two-seam wire. . . ."

In his testimony Goodson corroborated Dasher's testimony about the part Dasher got him to play in the union organizing campaign beginning on February 23. At that time he got several union cards from Dasher and "worked on them that night and the next day . . ." at the plant where he talked to some of the boys and they agreed to sign the cards. He worked until 11 o'clock Thursday night when his shift foreman, Vic Hamel told him that Loom Supervisor Vanstone wanted to talk to him in the office. There Vanstone told him that he was dismissed because of his production. Goodson also corroborated Dasher's testimony about getting union cards from Dasher that afternoon about 3:30 just as Vanstone walked up and ordered Dasher out of the plant for holding up production. Goodson further testified that he had had no warnings about his work, and that in November of 1959 he had been complimented about his good work by his then Shift Foreman Gordon Stewart. At that time he was told that he "was going up for a raise." He got the raise, 10 cents an hour the week before he was discharged.

On cross-examination Goodson admitted that Stewart "had been riding" him because of low production. He also testified on cross-examination that when he was signing people up he went out of his way to prevent his superiors or supervisors from knowing what he was doing and that he did not actually sign anyone up in the plant.

In explaining the reason for Goodson's discharge Vanstone testified that "he was discharged because his production was down on operating a machine . . ." that "his production . . . was brought down by his spoilage, by a whole lot of 'shots in the wrong shed' . . ."[6] Notwithstanding this testimony it appears from Vanstone's further testimony that the Company " . . . took him off from being an operator and gave him a chance for winding or threading these looms and his attitude went from bad to worse, he had no interest in his job and everybody got tired of chasing him back to his job all the time." Thus it is clear that at the time of his discharge Goodson was no longer on weaving.

As with Dasher, Vanstone denied any knowledge of Goodson's union activity at the time he was discharged. He further denied seeing any union cards in the shop on the day of Goodson's discharge or of seeing any union cards being handed between Goodson and Dasher on that day. Notwithstanding Vanstone's authority to fire, as in the case of Dasher he also discussed Goodson's discharge with Dodson. On direct examination when Vanstone was asked if he had given Goodson a warning his reply was "I believe I did. I didn't go around patting anybody on the back. I told him one time or another 'you'd better pull your socks up'." In any event, his testimony went on, he thought that Gordon Stewart had "got at him a couple of times." When asked why Goodson received a raise just before he was terminated Vanstone's answer was "I proposed a raise, he give it to him, Mr. Dodson give it to him, it was his decision." As in the case of Dasher it appears that Vanstone did not discuss Goodson's discharge with his immediate supervisor.

Plant Manager Dodson testified that Goodson was the lowest producer in the plant when they were evaluating weaving. He also testified that on occasion he had been told that "they were doubtful about [Goodson's] attitude." It appears from Dodson's cross-examination that the Company keeps records of the amount a man produces, the hours he works, the type of production he does, the nature of spoilage he incurs and the number of cuts he is responsible for. As for Goodson's raise just before he was discharged Dodson testified that it was "contingent upon his attitude as well as his production, his attitude toward the job and his performance and the general duties as well as his production record." He also explained that the production records are reviewed on a monthly basis and that originally this review took place "around the third week of the month" but that "gradually" they have gotten to a review on a calendar basis, i.e., at the end of the month.

Conclusions

As indicated Respondent's defenses here are that both Dasher and Goodson were discharged for cause and that furthermore Respondent had no knowledge of the union activity of either at the time they were discharged. For the reasons to follow, I find that Respondent's defense is valid as to Dasher but not as to Goodson. That there was ample cause[7] for Dasher's discharge proved by Respondent's uncontro-

[6] This term along with the term "extra blows" (which was the cause of Dasher's spoilage) applied to the wire weaving process. As I understand them the former expression applies to a mistake in the weave pattern and the latter to too much work at one point which fatally weakens the weave.

[7] An employer of course can discharge for no cause at all as long as it is not for union reasons.

verted and undenied evidence is clear. And while it is true that there are several suspicious circumstances connected with his discharge,[8] I do not believe that knowledge of his union activity by Respondent has been proved or can be inferred from the circumstances here. Thus, unlike Goodson, Dasher never engaged in a bit of union activity in the plant before his discharge. Accordingly, I find that Respondent had no knowledge of Dasher's union activity at the time of his discharge and that thus his discharge was not discriminatory within the meaning of the Act.

With respect to Goodson, however, I draw the opposite conclusion and find that his union activity was known to Respondent when he was discharged. This knowledge I infer from the overall circumstances herein including the following: (1) the small size of the plant which employed some 45 to 50 people;[9] (2) the 3 days of union solicitations in the plant by Goodson before his discharge, (3) Goodson's receipt of union application cards from Dasher simultaneously with the approach of Vanstone; and (4) the elevated and clear view of the entire plant from Vanstone's office and his testimony (with examples) about being in a position to see everything that went on in the plant because of his office location and construction.

I also reject Respondent's contention that Goodson was discharged for cause and find that he was discharged discriminatorily for the purpose of discouraging union activity and membership. In this connection I rely on the record as a whole with particular emphasis on the following:

1. Notwithstanding Respondent's admission that complete personal production records were kept, no attempt was made to corroborate by such records the oral testimony that Goodson's production record was the lowest in the plant. Failure to produce such corroborating evidence when one is in position to do so is grounds for an inference that the records would not in fact support the testimony. *Drennon Food Products Co.*, 122 NLRB 1353, 1356; *N.L.R.B.* v. *Sam Wallick, et al., d/b/a Wallick and Schwalm Company, et al.*, 198 F. 2d 477, 453 (C.A. 3).

2. Vanstone's attributing Goodson's poor production record to his spoilage as a weaver is inconsistent with the fact that at the time of his discharge Goodson was no longer doing weaving.

3. The 10-cent raise given Goodson just a week before his discharge. Since this raise was twice the amount of the raise given Dasher a short time previously, it is obvious that it was not a mere token raise. And as near as I can tell from Dodson's attempt to explain it, it appears to have been based upon his overall job performance and attitude.

4. The self-serving conclusions regarding Goodson's "attitude" toward his job with little or no factual support.

5. The fact that Goodson's discharge ostensibly for poor production volume and for job attitude was never discussed with Goodson's immediate supervisors.

For these and other reasons reflected in the record as a whole I find that Goodson was discharged, not because of his attitude or poor production record but because of his union support and activity. This would seem to be in accord the purpose Dodson expressed when he warned Livingston that if he had anything to do with a union he "would be automatically discharged."

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

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

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[8] For instance, the timing of it so close to his initial contact with the Union and the change of his discipline from layoff to discharge after he became interested in the Union

[9] In *Wiese Plow Welding Co., Inc.*, 123 NLRB 616, at page 618 the Board has said:

> We disagree with the Trial Examiner that direct knowledge of an employee's concerted or union activities is a *sine qua non* for finding that he has been discharged for such activities. On the contrary, there is well established Board and court precedent that such knowledge may be inferred from the record as a whole![1]

[1] For example see *Radio Officers' Union of Commercial Telegraphers Union, AFL (A. H. Bull Steamship Company)* v. *N.L.R.B.*, 347 U.S. 17; and *Pyne Moulding Corporation*, 110 NLRB 1700.

It has been found that the Respondent discriminatorily, and to discourage union activity and membership, discharged employee Goodson on February 25, 1960. The Trial Examiner will recommend that the Respondent offer Goodson immediate and full reinstatement to his former or substantially equivalent position, without loss of seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered by payment to him of a sum of money equal to that which he would have earned from February 25, 1960, to the date of the Respondent's offer of reinstatement less his net earnings during that period, and in a manner consistent with Board policy as set out in *F. W. Woolworth Company,* 90 NLRB 289 and *Crossett Lumber Company,* 8 NLRB 440.

It will further be recommended that the Respondent, upon reasonable request, make available to the Board and its agents all payroll and other records pertinent to the analysis of the amounts due as backpay.

Since the violations of the Act which the Respondent committed are related to other unfair labor practices proscribed by the Act, and the danger of their commission in the future is reasonably to be anticipated from its past conduct, the preventive purposes of the Act may be thwarted unless the recommendations are coextensive with the threat. To effectuate the policies of the Act, therefore, it will be recommended that the Respondent cease and desist from infringing in any manner upon the rights guaranteed by the Act.

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

CONCLUSIONS OF LAW

1. United Papermakers and Paperworkers is a labor organization within the meaning of Section 2(5) of the Act.
2. By discriminating in regard to the hire and tenure of employment of John M. Goodson, as found herein, thereby discouraging membership in and activity on behalf of the above-named labor organization, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
3. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

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 you that:

WE WILL NOT discourage membership in and adherence to United Papermakers and Paperworkers, or any other labor organization, by discharging or laying off any of our employees, or in any other manner discriminating against them in regard to their hire or tenure of employment, or any term or condition of employment.

WE WILL NOT interrogate our employees concerning their union membership or activities in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the National Labor Relations Act.

WE WILL NOT threaten our employees that we will close or move our plant, cease operations or engage in other reprisals against employees to discourage their affiliation with or support of the above-named or any other labor organization.

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named 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 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 to John M. Goodson immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay he may have suffered as the result of our discrimination against him.

SOUTHERN WIRES, INC.,
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.

Walter Carl Ray, Hugh M. Ray, Mrs. Ruby Ray Cunningham, W. C. Ray Jr., W. B. Ray, W. M. Davidson, Pearl Ray Long, Bonnie Ray Richardson, and Harriet Ray Berman, d/b/a Ray, Davidson & Ray *and* Local Union No. 925, International Union of Operating Engineers, AFL-CIO, Petitioner. *Case No. 12-RC-1083. May 4, 1961*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, the parties executed a stipulation waiving a hearing and providing that the record made in Case No. 12-RC-976, together with the Board exhibits in this case, including said stipulation, shall constitute the sole and full record for the determination of the issues herein.

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

1. The Employer contends that the Board should not assert jurisdiction in this matter because the Employer's operations are essentially local in character and, at best, only remotely related to commerce within the meaning of the Act. Alternatively, the Employer contends that the Board should adhere to its alleged policy of not asserting jurisdiction over the "amusement" industry. Accordingly, the Employer moves to dismiss the petition.

The Employer is a partnership which operates sightseeing tours and related enterprises in Silver Springs, Florida. The site is readily accessible over three Federal highways which intersect at Ocala. The operations are commonly known as "Silver Springs" and "Paradise Park." The tours consist of rides in glass-bottom boats over a course on the Silver River, a navigable river under the jurisdiction of the United States Coast Guard. In addition to the tours, the Employer operates two gift shops. Also, the Employer grants concessions to several other enterprises, including a deer ranch, a reptile institute, a bathing beach, a jungle cruise, a carriage cavalcade, the Prince of Peace memorial, a restaurant, and various gift shops.