

Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for the Fourth Region, in writing, within 20 days from the receipt of this Intermediate Report, what steps Respondent has taken to comply herewith.²⁶

²⁶ If this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for the Fourth Region, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to comply with the National Labor Relations Act, we hereby notify you that:

WE WILL NOT give effect to the collective-bargaining agreement entered into on or about July 10, 1962, with Local Union 686, International Brotherhood of Electrical Workers, AFL-CIO, or to any extension, renewal, or modification thereof, or any other contract or agreement with said Local 686.

WE WILL NOT assist or support the above-named labor organization or any other labor organization.

WE WILL NOT require as a condition of employment that employees be members of the above-named labor organization.

WE WILL withdraw and withhold recognition from the above-named labor organization, unless and until such labor organization shall have been certified by the Board as the exclusive representative of our employees.

WE WILL NOT in any related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist any 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.

All our employees are free to become or to refrain from becoming or remaining members of any labor organization of their own choice.

MAJESTIC LAMP MFG. CORP.,
Employer.

Dated----- By-----
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate with the Board's Regional Office, 1700 Bankers Securities Building, Walnut and Juniper Streets, Philadelphia, Pennsylvania, 19107, Telephone No Pennypacker 5-2612, if they have any question concerning this notice or compliance with its provisions.

Young Manufacturing Company, Inc. and Murray McConnell
Young Manufacturing Company, Inc. and Kentuckiana District
Council of Furniture & Woodworkers, United Brotherhood
of Carpenters and Joiners of America, AFL-CIO. Cases Nos.
9-CA-2735 and 9-CA-2745. June 27, 1963

DECISION AND ORDER

On March 26, 1963, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair

labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Intermediate Report. Thereafter, the General Counsel and the Respondent filed exceptions to the Intermediate Report and supporting briefs.

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

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

The Trial Examiner found, and we agree, that the Respondent discharged employee McConnell in violation of Section 8(a)(3) and (1) of the Act. We do not, however, agree with his recommended remedy for this violation of the Act.

The record shows that on March 9, 1962, McConnell was called into the office by C. T. Young, president of the Respondent, and told that he, Young, had heard that McConnell was "trying to organize the Union." He asked McConnell if he was "an organizer or instigator," and stated that, "If I knew you were, I'd fire you in a minute." When McConnell's shift ended, he went to the timeclock to check out, and found an envelope there containing a note signed by Young stating that he was "laid off until further notice." He was the only employee laid off. When McConnell's fellow employees asked Young the reason for McConnell's layoff, Young replied, "If you go in a store and buy a bushel of apples and you find a rotten one in there you get it out as quick as you can. That's what I have done."

During a hearing on April 17, 1962, in a representation proceeding involving the parties herein, Young testified, and the parties stipulated, that McConnell was in laid-off status with a "reasonable expectancy of recall in the foreseeable future," and thus was eligible to vote.

After the Union was certified, McConnell served as chairman of its negotiating committee, and met several times with the Respondent. At a negotiating meeting on October 11, at which the Respondent was represented by a new attorney, the attorney asked McConnell if he had been "fired" on March 9. Young interrupted and declared, "Yes, you were fired. You are still fired."

The Trial Examiner concluded that McConnell was actually terminated discriminatorily on March 9; that the discharge should nevertheless be found as of October 11 because the complaint alleged the discharge on that date and because Section 10(b) precluded finding

an unlawful termination on March 9; but that, as the Respondent had deceived both McConnell and the Board as to McConnell's status during the 6 months in which McConnell could have alleged a violation at the earlier date, the Trial Examiner would recommend backpay beginning 6 months before McConnell filed his charge on November 13, 1962.

The General Counsel expected to the recommended remedy on the ground that the Respondent in fact discriminatorily discharged McConnell on October 11 and that backpay should therefore begin from that day. We agree, particularly as there is no contention that McConnell was discriminated against prior to October 11. We shall therefore modify the section of the Intermediate Report entitled "The Remedy" to provide that McConnell is to be made whole for any loss of earnings from October 11, 1962.¹

ORDER

The Board adopts as its Order the Recommendations of the Trial Examiner, with the following modification:

(1) Section 2(b) of the Order shall be changed to read as follows:

Offer immediate and full reinstatement to Murray McConnell 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 because of the discrimination against him, in the manner set forth in the section of the Intermediate Report entitled "The Remedy" as modified herein.

(2) The paragraph immediately below the signature line of the notice shall be changed to read as follows:

We will notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

¹In view of McConnell's layoff status prior to October 11, 1962, we shall leave to the compliance stage of this proceeding a determination of the amount of backpay due to McConnell. If the Respondent can show that McConnell would have remained on layoff status after October 11, absent any discrimination against him, backpay will run from the date on which a job became available until McConnell is reinstated

INTERMEDIATE REPORT AND RECOMMENDED ORDER

STATEMENT OF THE CASE

A charge in Case No. 9-CA-2735 was filed on November 13, 1962, by the above-named individual, and in Case No. 9-CA-2745 a charge was filed by the above-named labor organization on November 28, 1962. On December 21, 1962, the General Counsel of the National Labor Relations Board issued an order consolidating the two cases, a complaint, and notice of hearing thereon. An answer dated December 26, 1962, was filed by the Respondent. The complaint alleges and the

answer denies that the Respondent has engaged in and is engaging in unfair labor practices in violation of Section 8(a)(1), (3), and (5) of the National Labor Relations Act, as amended. Pursuant to notice, a hearing was held in Bowling Green, Kentucky, on February 6, 1963, before Trial Examiner C. W. Whittemore.

At the hearing all parties were represented and were afforded full opportunity to present evidence pertinent to the issues, to argue orally, and to file briefs. Briefs have been received from General Counsel and the Respondent.

Disposition of the Respondent's motion to dismiss the complaint, upon which ruling was reserved at the hearing, is made by the following findings, conclusions, and recommendations.

After the hearing a stipulation signed by counsel for the Respondent and General Counsel was received. In substance, it states that "two sheets" containing a list of the Respondent's employees was inadvertently attached to General Counsel's Exhibit No. 12, and that such sheets are not a part of the record. The Trial Examiner finds neither of the two sheets referred to in the original exhibits forwarded to him with the record. It may be that they are—or were—attached to the exhibit of that number in the duplicate file, which presumably is in the Regional Office. In any event, the stipulation may be made a part of the record.

Upon the record thus made, and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Young Manufacturing Company, Inc., is a Kentucky corporation, engaged in general oak millwork at its mill in Beaver Dam, Kentucky. During the year prior to issuance of the complaint products of the Respondent, valued at more than \$50,000, were shipped by it directly in interstate commerce to points outside the State of Kentucky.

The complaint alleges, the answer admits, and it is here found that the Respondent is engaged in commerce within the meaning of the Act.

II. THE CHARGING UNION

Kentuckiana District Council of Furniture & Woodworkers, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Setting and issues*

The chief issues raised by the complaint are: (1) the nature of the discharge of employee McConnell, alleged to have occurred on October 11, 1962; and (2) the question of alleged refusal to bargain. All pertinent events occurred in 1962.

B. *The discharge of McConnell*

Murray McConnell, who began work for the Respondent in 1960, was suddenly given a layoff slip by the employer, C. T. Young, in the afternoon of March 9, 1962. He had not been recalled at the time of the hearing in this case.

The circumstances surrounding this layoff, established by McConnell's credible testimony and corroborated in part by other employees, are as follows:

(1) Early in the afternoon of March 9, McConnell was called into the mill's shipping office by Young. The employer began the interview by telling the employee that he had been out of town, and that "I hear you are trying to organize the Union." He asked McConnell directly, "are you an organizer or instigator?" McConnell replied, "Well, you seem to have all the information; you tell me." Young then said, "If I knew you were, I'd fire you in a minute." Upon this threat Young left the office, telling McConnell to go back to work. The employee did so and worked at his regular job until the end of the shift, at 3:30 that afternoon.

(2) When McConnell went to the timeclock to punch out he found an envelope containing his paycheck and a slip upon which was written, over Young's signature: "You are hereby notified that you are laid off until further notice."

(3) Other employees, standing nearby, observed McConnell's notice of layoff, and most of the work force of 25 to 30 employees proceeded, with McConnell, to the company office in town, some distance from the mill. While the others remained outside in a parking lot McConnell went into the office and asked Young for his production reports, in order to check his pay and the hours accredited to him.

(4) Young refused to permit him to see such records, and told him to get "legal counsel."

(5) Apparently noting the gathering of his employees outside, Young emerged from his office. One of the employees, of some 15 years service, spoke for the others and asked Young why he "had laid this boy off."

(6) Young replied, "Well, I'll put it this way. If you go in a store and buy a bushel of apples and you find a rotten one in there you get it out as quick as you can. That's what I have done."¹

(7) From March 9, until October 11, Young maintained, openly and under oath, that McConnell was merely in temporary layoff status. Counsel for the Respondent conceded that during a representation hearing on April 17,² at which McConnell was a witness for the petitioning Union, Young testified that McConnell was "on a laid-off basis and eligible to be recalled to work." In the "brief on behalf of Employer," following the R-hearing and dated May 9, Attorney Sandidge, then counsel for the Employer, stated: "[The parties] stipulated that Murray McConnell was in laid-off status since March 9, 1962, and had a reasonable expectancy of recall in the foreseeable future. Thus, it was agreed that he was eligible to vote." McConnell was the union observer at the election, and after certification of the Union served as chairman of the negotiating committee which, as noted later, met on several occasions with Young during the summer.

(8) At a negotiating meeting on October 11, Attorney Donovan, who for the first time appeared as counsel for Young, asked McConnell if he had been "fired" on March 9. McConnell, apparently surprised by the question, asked Donovan if he was asking him or telling him. Young broke into the exchange and declared emphatically "Yes, you were fired. You are still fired."

(9) McConnell has not been reinstated. On November 13, he filed a charge with the Regional Office, alleging that both his layoff on March 9, and discharge on October 11, were because of his union activity and therefore violative of the Act.

For an obvious reason the complaint alleges only that the "discharge" of October 11, was violative of the Act: March 9 precedes November 13 by more than 6 months, the period within which the Act permits findings of violation. October 11 is also outside the 10(b) period of the Act and that significant fact may well have prompted the colloquy of that date, in which Donovan raised the question so promptly answered by his client. Whether the exchange was designed by Donovan or Young, it may reasonably be assumed that one or the other was of the opinion that if it could be established that McConnell had actually been discharged on March 9, and since that date had not been an employee, then the 10(b) limitations barred both finding and remedy.

In any event, whatever the strategy, it seems clear that C. T. Young has committed perjury at one or the other Board proceeding. As noted heretofore, Donovan conceded that his client, in April, had testified that McConnell was merely in layoff status, eligible for recall. (Counsel said: "I will stipulate to the accuracy of his [General Counsel's] quotes of Young and Sandidge.") Yet as a witness before the Trial Examiner Young swore to the claim that he paid McConnell off on the afternoon of March 9, and told him "I'm not going to have nothing more to do with you, get out of the office and get off the grounds."

No effort was made by his counsel to have Young explain the obvious clash of testimony at the two Board proceedings.

Whatever action, if any, the Board may wish to take on this matter, as public policy, to prevent employers from lulling employees and Board agents into believing an actual discharge is merely a temporary layoff until the 6-month bar is passed, is for the Board, not the Trial Examiner, to determine.

Young's self-contradictions under oath on this basic issue, however, deprive any of his testimony of trustworthiness.

It seems plain, whatever the effect of 10(b), that as a historical fact McConnell was actually terminated on March 9, to discourage union membership.³ Young's mendacity in thereafter deceiving McConnell, the Board, and apparently his former counsel, cannot alter the nature of the actual event.

Because the complaint alleges only that the unlawful discharge occurred on October 11, when Young for the first time announced that McConnell had been

¹ The quotations are from the credible testimony of employee Burden.

² Case No. 9-RC-4889.

³ Young did not deny having told McConnell early in the afternoon of March 9, that he would fire him if he found he was "instigating" the Union. Nor did he deny having told McConnell, after making the "bad apple" statement to the assembled employees, that he "could go to Mr Tucker," the union organizer.

and still was discharged, it appears that this is the date upon which the Trial Examiner must find that the unlawful act took place. Under the circumstances of this case, however, it is believed that it would be appropriate to recommend that the remedial backpay period begin on the date 6 months before McConnell filed his charge on November 13. It may hardly be doubted that on May 13, and thereafter Young had no intention of recalling McConnell and effectively refused him reinstatement because of his union leadership, however successfully he had deceived Board representatives.⁴

In summary, the Trial Examiner concludes and finds that the preponderance of evidence sustains the complaint as to the unlawful discharge of McConnell, and that such dismissal interfered with, restrained, and coerced employees in the exercise of rights guaranteed by Section 7 of the Act.

C. *The refusal to bargain*

There is no dispute and it is found as alleged in the complaint that on June 22, 1962, upon certification by the Board, the Charging Union became the exclusive bargaining representative of the Respondent's employees in the following unit:

All production and maintenance employees of the Employer at its mill at Beaver Dam, Kentucky, including all truckdrivers and helpers and warehouse and yard employees, but excluding all office and clerical employees, guards, professional employees, and supervisors as defined in the act.

Following the Union's request of June 27, for a meeting to negotiate a contract, the following pertinent events took place, according to undisputed testimony, documentary evidence or stipulations of counsel:

(1) Early in July, before the first negotiating meeting but *after* both the certification and the Union's request to negotiate an agreement concerning such matters, the Respondent unilaterally and without notification to or consultation with the Union issued to his employees notices as follows:

a. The Company finds it possible to review wages paid for various operations. These increases are in effect the week of July 2nd.

Saw operators, Gluing,
Grading and bundling,
Planer operators . . . \$1.30 per hour

b. This is your notice that the Company has discontinued your Blue Cross, Blue Shield and Continental Casualty, effective with the month of June. We suggest that you get in touch with the representatives, if you wish to continue these insurances.

Until the July notice, the Respondent had for the preceding 6 or 7 years contributed to the cost of such insurance policies. And the testimony of employees concerned is uncontradicted to the effect that the increase in wages was not pursuant to any previous promises made to them.

(2) Also in July, without notification to or consultation with the Union, Young ceased the practice which had existed since about 1950 of giving employees paid vacations.

(3) Negotiating meetings were held on July 27, August 9, 15, and 28, October 11, and November 6, 1962. The parties exchanged proposed contracts and some tentative agreements were reached.

(4) Attorney Donovan first appeared as spokesman for the Respondent at the October 11 meeting. A Federal mediator was also present. At this meeting, which lasted about 3 hours, most of the time was spent in comparing the previously discussed proposals and counterproposals, and familiarizing Donovan with prior negotiations. No definite agreements or disagreements were reached. Donovan, however, agreed to take with him the two proposed contracts and, by "Scotch taping" portions of each, prepare a "compromised proposal" for submission at the next meeting.

⁴This conclusion is further supported by the following quotation from a preelection letter addressed to his employees, dated June 12: "Then, there's Murray [McConnell]. I always found him to be capable of any job I put him on. I just couldn't watch him all the time. . . . I'll bet he would do an excellent job of collecting dues, spending your money, entertaining big wheels, while you work. You might even get him to baby-sit sometime."

(5) The next and final meeting was held on November 6. Donovan submitted no "compromised" or "Scotch-taped" proposal, but stated flatly that the Company would not restore either the paid vacations or the insurance program, long existing benefits of which the employees had been deprived in July, by Young's unilateral action following certification of the Union.

The Trial Examiner concludes and finds that the Respondent has failed and refused to bargain in good faith with the Union, thereby interfering with, restraining, and coercing employees in the exercise of rights guaranteed by Section 7 of the Act. Specific items of such refusal include: unilateral action in raising wages, canceling existing benefits, failing to submit a compromise proposal on November 6, and by refusing to restore benefits of which employees had unlawfully been deprived.⁵

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.

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. Kentuckiana District Council of Furniture & Woodworkers, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

2. All production and maintenance employees of the Respondent at its mill at Beaver Dam, Kentucky, including all truckdrivers and helpers and warehouse and yard employees, but excluding all office clerical employees, guards, professional employees, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. By virtue of Section 9(a) of the Act the said labor organization has been since June 22, 1962, and now is, the exclusive representative of all employees in the said unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

4. By refusing, on or about June 28, 1962, to bargain collectively in good faith with the said labor organization as the exclusive representative of all employees in the said unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

5. By discriminating in regard to the hire and tenure of employment of employee Murray McConnell, 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.

6. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed by 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.

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

THE REMEDY

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

It will be recommended that McConnell be offered immediate and full reinstatement of his former or substantially equivalent position without prejudice to his seniority and other rights and privileges. For the reasons described at length herein, it will be recommended that McConnell be made whole for any loss of earnings from May 13, 1962, until the date of offer of reinstatement. He shall be paid a sum of money equal to that which he normally would have earned as wages, absent the discrimination against him, between the said dates, in the manner prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co., Inc.*, 138 NLRB 716.

⁵ The Trial Examiner believes the evidence to be insufficient to sustain the allegations in the complaint that the Respondent also refused to bargain by "delaying and postponing" collective-bargaining sessions.

In view of the extended and serious nature of the Respondent's unfair labor practices, it will be recommended that it cease and desist from in any manner infringing upon the rights of employees guaranteed by Section 7 of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, the Trial Examiner recommends that Young Manufacturing Company, Inc., its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Kentuckiana District Council of Furniture & Woodworkers, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, as the exclusive representative of all its employees in the following appropriate unit, and if an understanding is reached embody such understanding in a signed agreement:

All production and maintenance employees at its Beaver Dam, Kentucky, mill, including all truckdrivers and helpers and warehouse and yard employees, but excluding all office clerical employees, guards, professional employees, and supervisors as defined in the Act.

(b) Instituting changes in terms and conditions of employment in the appropriate unit without first consulting with and bargaining with the aforementioned exclusive representative concerning wages, hours, and conditions of employment.

(c) Discouraging membership in the above-named or any other labor organization by laying off, discharging, or refusing to reinstate any of its employees because of their union membership or activities, or in any other manner discriminating in regard to 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 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, to effectuate the policies of the Act:

(a) Upon request, bargain collectively with the above-named labor organization as the exclusive representative of the employees in the above-described appropriate unit, and embody any understanding reached in a signed agreement.

(b) Offer immediate and full reinstatement to Murray McConnell 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 because of the discrimination against him, in the manner set forth in the section above entitled "The Remedy."

(c) Make available to the National Labor Relations Board or its agents for examination and copying all payroll and other records necessary for the determination of the amount of backpay due and right of reinstatement under terms described herein.

(d) Post at its mill in Beaver Dam, Kentucky, copies of the attached notice marked "Appendix."⁶ Copies of said notice, to be furnished by the Regional Director for the Ninth Region, shall, after being duly signed by the Respondent, be posted by it immediately upon its receipt and maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for the Ninth Region in writing within 20 days from the date of the service of this Intermediate Report and Recommended Order what steps the Respondent has taken to comply herewith.⁷

⁶ In the event that these recommendations be adopted by the Board, the words "A Decision and Order" shall be substituted for the words "The Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order be enforced by a decree of the United States Court of Appeals, the words "A Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "A Decision and Order."

⁷ In the event that these recommendations be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Relations Board and in order to conduct our labor relations in compliance with the National Labor Relations Act, we notify you that:

WE WILL NOT unlawfully discourage our employees from being members of Kentuckiana District Council of Furniture & Woodworkers, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, or any other union.

WE WILL NOT violate any of the rights you have under the National Labor Relations Act to join a union of your choice or not to engage in any union activities.

WE WILL offer Murray McConnell reinstatement to his former job and will give him backpay for his loss of earnings.

WE WILL bargain collectively with the above-named union as your exclusive representative concerning wages, hours, and working conditions.

All our employees are free to become or remain members of the Union named above, or any other union, and they are also free to refrain from joining any union unless in the future we should enter into a valid union-shop contract.

YOUNG MANUFACTURING COMPANY, INC.,
Employer.

Dated----- By-----
(Representative) (Title)

NOTE.—We will notify McConnell, in the event he is now serving in the Armed Forces of the United States, of his right to full reinstatement upon application in accordance with the Selective Service Act after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, Transit Building, Fourth and Vine Streets, Cincinnati, Ohio, 45202, Telephone No. Dunbar 1-1420, if they have any questions concerning this notice or compliance with its provisions.

August R. Blase, An Individual, d/b/a A. R. Blase Co. and Freight, Construction, General Drivers, Helpers & Warehousemen, Local No. 287, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case No. 20-CA-2138. June 27, 1963

DECISION AND ORDER

On June 7, 1962, Trial Examiner E. Don Wilson issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action as set forth in the attached Intermediate Report. Thereafter, the Respondent filed exceptions and a supporting brief. It alleged *inter alia* that the Trial Examiner had committed prejudicial error in denying the Respondent's request for a 15-minute recess to study the prehearing statement of the General Counsel's witness, Humberto Garza, for the purpose of cross-examining said witness. Finding merit in the Respondent's exception, the Board on July 31, 1962, directed the General Counsel to make Garza's prehearing statement