Employees may communicate directly with the Board's Regional Office, The 120 Building, 120 Delaware Avenue, Buffalo, New York, Telephone No. TL 6-1782, if they have any question concerning this notice or compliance with its provisions.

Addison Shoe Corporation *and* United Shoe Workers of America, AFL-CIO. *Case No. 26-CA-1804. February 16, 1965*

DECISION AND ORDER

On November 4, 1964, Trial Examiner Samuel M. Singer issued his Decision 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 Decision. He also found that the Respondent had not engaged in other unfair labor practices and recommended that the complaint be dismissed as to them. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Fanning 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 Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the Board adopts as its Order the Order recommended by the Trial Examiner and orders that Addison Shoe Corporation, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

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[1] We correct the Trial Examiner's Decision at footnote 3 to read "Friday, April 3."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This proceeding, with all parties represented, was heard before Trial Examiner Samuel M. Singer in Wynne, Arkansas, on August 4, 1964, on a complaint dated June 9, 1964, issued by General Counsel through the Regional Director for Region 26, based upon charges (filed April 24, May 11, and June 1, 1964) by the Charging Party (hereafter called the Union) against Respondent. The issues litigated were whether Respondent violated Section 8(a)(1) of the Act by engaging in acts of interference,

restraint, and coercion, and whether it violated Section 8(a)(3) and (1) by initially refusing to hire an employee because of her suspected union sympathies and, subsequently, after employing her for 5 days, discharging her and refusing thereafter to reinstate her because of the belief that she joined or assisted the Union. Respondent in its answer denied the commission of the alleged unfair labor practices

All parties appeared and were afforded full opportunity to be heard and to examine and cross-examine witnesses. At the close of the hearing, General Counsel and Respondents presented oral argument A brief received from Respondent has been duly considered.

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

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE RESPONDENT; THE LABOR ORGANIZATION INVOLVED

Respondent, an Arkansas corporation with its principal office and place of business at Wynne, Arkansas, is engaged in the manufacture and sale of shoes. During the past year, a representative period, Respondent purchased and received at its Wynne plant, directly from points outside Arkansas, products valued in excess of $50,000. Within the same period, it sold and shipped finished products valued in excess of $50,000 directly to points outside of Arkansas. I find that at all times material herein Respondent has been and is engaged in commerce within the meaning of the Act.

The Charging Party, United Shoe Workers of America, AFL–CIO, is a labor organization within the meaning of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

The Union has conducted two campaigns to organize Respondent's employees within recent years, during which it lost two elections conducted by the Board. As a result of charges filed by the Union, a settlement agreement was entered into between Respondent and the Union, approved by the Regional Director on February 14, 1963, under which the Company, without admitting any violations, agreed to post a notice to the effect that it would not in any manner interfere with, restrain, or coerce its employees in the exercise of their self-organizational rights. The proceeding here deals with violations allegedly committed in March and April 1964.

It is clear, and Respondent admits, that it opposed the organization of its plant. General Counsel adduced evidence purporting to show that in conversations with employees, Respondent's supervisors went outside the bounds of the free-speech protection of Section 8(c) of the Act by engaging in coercive questioning, threats, and other forms of unlawful interference, restraint, and coercion.

1. Ruth Miller, who had been the Union's observer in the May 1963 election, testified that around March 15, 1964,[1] her foreman, James Caldwell, came to her machine and said, "We have battled now for 2 years" and he hoped that they were now "on the same side." When Miller indicated she no longer was prounion, Caldwell remarked, "I tell you the Union can't do you no good because if it comes in, you are not going to have the work now that you have been having." Caldwell also said that he heard the Union "had an ace up their sleeve" and he would like her "to inform" him who was working for the Union[2] Miller further testified that the same day (apparently after Miller's assurance to Caldwell that she was nonunion) Caldwell came back and said, "What about these phone calls you have been making" and then said, "I can tell you something else, I was told that you were a ringleader of the whole union activity." Miller answered, "Well if Mr. Dabbs [the plant general manager] knows that, I am in hot water anyway so it doesn't make any difference," but Caldwell remarked that Dabbs did not know it

Caldwell admitted most of the statements attributed to him by Miller. He stated, however, that he inquired about the Union's "ace in the hole" only out of "curiosity." On direct examination he flatly denied asking Miller to "inform" him about the Union or "find certain information and give it back" to him. On cross-examina-

[1] All dates refer to 1964, unless otherwise noted

[2] On cross-examination, Miller indicated that she volunteered to inform Caldwell about the Union after telling him that she no longer favored it

tion, however, he admitted telling her that "it will be appreciated" if she reported to him what she learned about the Union's "ace in the hole," but only after Miller volunteered to supply such information if she could ascertain it

Under all the circumstances, I credit the version of the conversations as related by Miller Caldwell was frequently vague and evasive about matters on which he testified, particularly about the source of his union information Although avowing complete indifference to the outcome of the organizational drive, he admitted on cross-examination that he had talked to "numerous" employees about the Union and, in fact, "to all of them at one time or another," about the advantages and disadvantages of unionism and the employees' freedom to choose between the Company and the Union.

I find that in the context of Caldwell's open and deep opposition to the Union and other findings herein made, Caldwell's statements to Miller that she was "not going to have the work" she now has if the Union came into the plant, that he heard she was a ringleader, and (according to his own version of the conversation) that "it will be appreciated" if she reported to him whatever she ascertained about the Union's "ace in the hole"—all constituted interference, restraint, and coercion, in violation of Section 8(a)(1) of the Act. I find that the latter remark regarding supplying information about the Union was unlawful even if Miller first volunteered to supply it, since Caldwell, by his statement, encouraged Miller to "spy" on behalf of Respondent upon the union activities of the employees

2 Kathleen Champion testified that a few days after a union meeting held in her house on April 2, Caldwell came to her machine, indicated that "he had been hearing things" about her, asked her if the Company had not been "nice" to her, and requested if she had any complaints Champion replied that she had no complaints and Caldwell thereupon left. Champion also testified that on a prior occasion—around the middle of March—Caldwell told a group of girls that he wanted them "to make up our own minds" about the Union, stated that there "would be confusion" if the Union came in, and said that the Union "was just like any other Company, it was out to make money." Caldwell did not controvert Champion's testimony.

In my view, Caldwell's statements and questions to Champion constituted no more than arguments, attempts at persuasion, and expressions of opinion falling within the free-speech protection of Section 8(c) of the Act and, therefore, not violative of Section 8(a)(1) of the Act

3. Linda Ballard testified that about 2 days after the April 3 union meeting mentioned above,[3] Caldwell told her as he was handing her a weekly paycheck, "Linda, this is mighty good wages for 29 hours and you had better think a long time about what you are doing" According to Ballard, the next Thursday (April 9) Caldwell again talked to her about the Union, stating that he heard she "had taken up with the Union." that she "better quit listening" to its "ringleader," that he had once worked in a union plant and knew that the Union was only interested in her money, and that he would like her to tell him just what the Union could do for her that the Company was not already doing.

Caldwell admitted that Ballard's account of the first incident "was just as Linda explained." He acknowledged telling her that "she should consider a real long time before she does anything to have bearing on it because jobs like that aren't to be found around here too often" Caldwell did not testify on the second incident related by Ballard. I credit Ballard's testimony regarding both incidents. I conclude that Caldwell's statements to Ballard, to the extent that they conveyed the message or impression that her wages or earnings were threatened by union activity, constituted interference, restraint, and coercion within the meaning of Section 8(a)(1)

4. Robert Mize testified on direct examination that shortly after the union meeting (presumably the one held on April 3), his foreman, Jim Gardner, told him that he heard that he had been handing out union cards. When Mize admitted passing out "a few," Gardner allegedly remarked, "You must not like your job to be giving out union cards." On cross-examination, Mize conceded that he could not "remember" whether Gardner's conversation pertained to passing out union cards *during working hours* At one point, he stated that Gardner "may have" mentioned distribution during company time. In any event, he indicated that he "didn't think nothing about" Gardner's remarks.

Gardner admitted admonishing Mize about passing out union cards, but insisted that the admonition was limited to card-distribution on company time. He testified that he spoke to Mize after Plant Manager Dabbs informed him about Mize's union activity during working hours and instructed him to talk to Mize about it.

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[3] Although Ballard fixed the date of the meeting as Thursday, April 2, it appears and I find that the meeting was on Wednesday, April 3.

I credit Gardner's definitive recollection of the incident rather than Mize's vague and uncertain memory regarding it. I conclude that Gardner's direction to Mize to refrain from distributing union cards on company time, under pain of possible discharge, was lawful managerial action, not violative of Section 8(a)(1).[4]

5. Foreman Gardner, as witness for General Counsel, also testified that early in May he went over to employee Ellis Woolbright, told him he heard his brother opposed the Union, and asked him why he (Ellis) "would be for it" while his brother was against it. According to Gardner, Ellis denied being prounion.

I find that Gardner's inquiry, considered in the context of Respondent's other conduct, constituted unlawful interrogation about Ellis Woolbright's union sympathies. Gardner's inquiry was not privileged as an expression of "views, argument, or opinion" by an employer but was an attempt to extract the views or opinion of an employee.

6. As related more fully *infra* (B, 1), Plant Manager Dabbs hired June Gahr on April 15. Gahr testified that in her employment interview that day Dabbs, after telling her that he had her application in front of him, remarked, "I guess you are wondering what I am erasing on your application." When Gahr indicated she did, Dabbs said, "Well, I had written on your application 'Do not hire because she is with the union.' "

Dabbs denied telling Gahr he had written the remarks attributed to him on her application. He admitted having her application "right on the table" but stated he only told her, "We don't have a union here and we don't want one." He also admitted erasing some matter "when she went to work," but only the word "No" which originally appeared in red pencil on the application. Explaining the reason for this "No" notation, Dabbs testified, "June [Gahr] is a very nice looking girl and back in the bottom department, I had one girl back there when I first came to Addison Shoe, 2½ or 3 years ago when and to be honest, I couldn't get no work out of the boys and I didn't want to put a nice looking girl in that department and that is why you see this one here. I erased that out when she went to work."

I do not credit Dabbs' testimony. As hereafter noted in connection with the resolution of other conflicts between his and other witnesses' testimony, Dabbs did not appear to be a wholly forthright witness. Insofar as Dabbs' subject testimony is concerned, it is hard to believe that the cryptic word "No" was intended to signify nonassignment to a department not mentioned on the application. It is also hard to believe that a single, isolated, and ancient (2½- or 3-year-old) incident in that department would have prompted such notation on the application. Furthermore, it is evident that the notation "No" was placed on the application before the hiring interview and, therefore, before Dabbs' decision to hire Gahr and the need to place her in any department. Finally, if, as Dabbs claimed, the notation was a *caveat* about placing her in the "bottom" department in the future, why did Dabbs consider it necessary to erase the notation at all?

Under all of the circumstances, I find that although Gahr's job application card did not in fact contain the notation "do not hire because she is with the Union," Dabbs in his hiring interview indicated to her that it did; that, as testified by Gahr, Dabbs told her that he was erasing this notation, although he was in fact only erasing the word "No"; and that Dabbs by his remarks intended to discourage, and did unlawfully discourage, Gahr from entertaining any notion about affiliating with or assisting the Union, thereby violating Section 8(a)(1) of the Act.[5]

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[4] Contending that Mize's testimony established that Respondent had maintained a discriminatory no-solicitation rule (by permitting antiunion activity by foremen on company time while forbidding employee union activity during working time), General Counsel moved at the close of the hearing to amend the complaint to allege that the maintenance of the rule was an additional violation of Section 8(a)(1). General Counsel has since moved to withdraw that motion. I hereby grant the motion to withdraw.

[5] In making the above finding, I am fully cognizant of the fact that the complaint did not specifically allege the conduct in question as a violation of Section 8(a)(1) However, in view of the similarity and close relationship of the violation found to others alleged in the complaint, and, more particularly, the fact that Respondent fully litigated the issue, it was incumbent upon me "to pass upon it even though not specifically alleged in the complaint." *Granada Mills, Inc.*, 143 NLRB 957, 958, footnote 1. See also, *Independent Metal Workers Union, Local No. 1 (Hughes Tool Company)*, 147 NLRB 1573; *Eagle-Picher Mining and Smelting Company* v. *N.L.R.B.*, 119 F. 2d 903, 910 (C.A. 8).

B. *The alleged discrimination against Gahr*

1. Employment of Gahr

June Gahr filed an application for employment around March 25 Like other job applicants, she thereafter came to the plant personally each morning in search of work. Around April 1, Dabbs called her into his office, checked her phone number, and told her that he would put her application on file and call her if needed. However, at the urging of her aunt, Josephine Gahr, who worked in the plant, June continued to visit it every morning because, as Josephine told her, "they would come more near . . . taking someone who was there and ready for work."

Shortly thereafter Josephine asked Dabbs if he was hiring employees. Dabbs answered, "Not right then." Josephine gave Dabbs June's name and told him she was her niece and wanted work. Later, Josephine again spoke to Dabbs about June. Josephine volunteered the information that June "wasn't for the Union." Dabbs remarked that he "heard" she was, whereupon Josephine said "they probably got" June "mixed up" with her mother-in-law who worked at Rainfair, a union plant, then on strike.[6]

Josephine apprised June of her talk with Dabbs. June then called Dabbs, personally assuring him that she was "not working for no union" and had "no connection at all with the Union." Dabbs replied, "Well, I am glad to hear that" and then went on to say that Josephine was a highly regarded and valued worker.

Thereafter, on April 15, Dabbs asked Josephine to see him in his office. As already found, in his interview with June, Dabbs told her that he was erasing from her application the notation, "Do not hire because she is with the union." Dabbs hired her that morning.

2. Discharge of Gahr

Dabbs assigned Gahr to the cutting department to work as a heel pad cutter under Foreman Richardson. This job consists of cutting small pads from leather, for use to cover heel nails inside the back of shoes. According to Richardson, June's job was "the simplest job" in the cutting room and one with which every cutter starts in that department. Richardson credibly testified that after 2 or 3 days' "feel of the machine," an operator should be able to produce 2,000 pairs (4,000 individual pads).[7] According to Richardson, June's production the first 2 days—850 pairs a day—was not unexpected. He stated, however, that her production during the succeeding 3 days declined, and that, seeing that she showed "no inclination to improve," he concluded that he must let her go. Richardson testified that before taking any step he discussed the matter with Plant Manager Dabbs who left the decision in his hands, telling him to use his "own judgment."

Richardson discharged June on April 21, her fifth workday at Respondent's plant. Richardson testified that he told June "she hadn't shown the ability that I felt necessary" for the job and was "forced to terminate her . . . and would not need her in the future." He also testified that June made no protest and, in fact, said "Thank you." June testified, "I don't know if I thanked him or not," recalling only Richardson's statement that "We can't use you any more, we just don't need you. . . ." She further stated she "had been expecting to get discharged." [8] When asked on cross-examination if she knew whether she was "very slow," June answered, "Well I thought I was improving each day." On direct examination she recalled Richardson's complaining on one occasion that she left too much leather between the heel pads and the outside,

[6] The findings in the paragraph above are based on the testimony of Josephine Gahr, who is still in the employ of Respondent. Josephine was not cross-examined on any phase of her testimony. She impressed me as a very sincere and forthright witness and I credit all of her testimony in this proceeding Dabbs admitted that Josephine, in intervening on behalf of June, told him "You don't have to worry about June belonging to the Union"; he only denied telling her that he had previously "heard" that June was prounion.

[7] Richardson's testimony was corroborated by employee Mary Jane Miller, who testified that she had turned out as many as 3,000 pairs the fourth day she was on the cutting machine.

[8] June did not explain the basis for this expectation At a later point (in cross-examination) she elaborated somewhat: "I just had a feeling all along that I was going to be fired because I knew—because Mr. Dabbs told me that they liked Josephine [her aunt] very much . . and I just thought well, they hired me because they liked her."

but she stated that she corrected her "mistake." She also recalled Richardson's telling her the day before she was "fired" that she "needed to improve a little faster," but stated that Richardson told her this "so he could move [her] over on shoes"—an operation she characterized as "a higher job" where "you make production." June could not tell or estimate how many pads she cut on any of the days she was on the job, stating she "didn't have to keep count of them." She expressed the opinion that she "seemed to be faster" each day

Based on all of the circumstances, the comparative demeanors of Richardson and June Gahr, the self-interest of each in the outcome of the proceeding, and the inherent probabilities of the situation, I credit Richardson's more definite evaluation of June's output rather than June's vague and uncertain testimony regarding it Although Richardson could not specify the precise number of pads cut by Gahr or the amount of leather (from which the pads are cut) she used on any of the 5 days she worked for Respondent, I do not consider this factor especially significant in view of the fact that Respondent does not keep any records on individual employees in this particular operation—apparently one of many at the plant.

3 Refusal to rehire June

On the evening of April 21, the day June was fired, her husband Joe, phoned Plant Manager Dabbs at his home to protest June's discharge Dabbs explained that June was terminated because she was slow. Joe remonstrated, "It seems from her report and everything that she was picking up a little every day" and pointed out that most factories he knew of gave employees a 30- or 90-day training period. When Dabbs answered that his company does not have such a training period. Joe said he "figured the reason why she got fired was because of the union." Joe indicated that June was not in fact "connected with the Union," although he and his mother had worked in union plants, and he went on to say, "I hope now that they get the Union in there . . . I will do all I can to help them." Dabbs replied that "there is not much you can do," said something (Joe could not recall what) about unions that he had read in the newspaper, and added "they [unions] are just a bunch of communist[s]." [9]

About 2 or 3 days later, June's aunt, Josephine, accosted Dabbs in the plant and asked him why June was fired Dabbs replied that "she was too slow and that she just couldn't run the machine fast enough," adding that he "had planned on putting her in another department when he got an opening but Joe had called him up and got nasty with him and that he couldn't use her." [10]

4. Conclusions respecting the alleged discrimination against Gahr

The complaint alleges that Respondent discriminatorily refused to employ June Gahr on March 25 because it "believed" that she had joined or assisted the Union It also alleges that after employing her on April 15, it discriminatorily discharged her because of such belief It is conceded that Gahr was not in fact a union adherent or sympathizer. However, as found, Plant Manager Dabbs had "heard" that Gahr was "union." Thereafter her aunt Josephine (and June also) reassured Dabbs that she

[9] The above findings are based on the credited testimony of Joe Gahr. His testimony jibes with Dabbs' own account of the conversation on the stand, except that Dabbs placed the phone call as having taken place 3 to 5 days after the discharge and, further, portrayed the exchange of words as more heated than described by Gahr—which it undoubtedly was Dabbs characterized Gahr's attitude as "a little huffy," quoting him as concluding the conversation with the accusation that "You know damned well that [i e, June's suspected union sympathy] is why she was laid off " It is noted that despite Dabbs' vivid recollection of the incident on the stand—including the exchange on communism—he expressly denied that such conversation took place in the prehearing affidavit he gave the Board's investigator on May 21 This circumstance is one of many factors which have impelled me to discredit most of the testimony given by Dabbs at the hearing I have credited Dabbs' testimony only to the extent that it was corroborated by other credible evidence, direct or circumstantial

[10] The above finding is based on Josephine Gahr's testimony Although Dabbs on direct examination volunteered that he had had such a conversation with Josephine on cross-examination only a few minutes later he denied it In his prehearing affidavit, he admitted having entertained an intention to recall June after the discharge but denied speaking to Josephine about June It is apparent that Dabbs either has an extremely poor memory or deliberately withheld material facts on the stand. In either event, he was an unreliable witness.

was nonunion. Dabbs then hired June, but told her in the hiring interview that he was erasing a notation on her application to the effect that she was not to be hired because she was union.

The foregoing facts and other evidence in the record, including the evidence demonstrating Respondent's hostility toward the Union, are, indeed, damning circumstances and in the ordinary refusal-to-hire case would constitute persuasive indicia of discriminatory motivation. But the inescapable fact here is that Gahr was hired. Accordingly, such suspicions as Respondent had theretofore entertained about her union sympathies are immaterial. To be sure, a 3-week period elapsed between the date of June's job application (March 25) and the date of her actual hire (April 15), but I cannot upon this record find that this mere passage of time was attributable to Respondent's union animus. In order to establish discriminatory motivation in the hire of Gahr, it was incumbent upon General Counsel to show that there was a job available for her during this period. There is no such showing. Indeed, the contrary is indicated by the fact that employees other than Gahr had visited the plant every day during this period in search of jobs.

Nor can I on the basis of this record reasonably infer that Gahr's discharge after 5 days of employment was discriminatorily motivated. There is no evidence of any intervening circumstance tending to reignite or confirm any latent suspicion Respondent may have had about Gahr's union membership or sympathies. If, as General Counsel suggests, Respondent hired June on April 15 only after being reassured that she was nonunion, there is nothing in the record to indicate alteration of that reassurance. On the other hand, the credible evidence demonstrates that Gahr was indeed a slow worker, that Respondent was dissatisfied with her output, and that it regarded her as unsuitable for further training. Under all of the circumstances, I can only infer that it was Respondent's evaluation of Gahr's work potential—whether justified or not—that prompted her discharge.[11]

Although General Counsel's theory of the case does not contemplate it, I have given consideration to the question whether—although, as here found, Respondent did not unlawfully discriminate in the initial hire and subsequent discharge of Gahr—it thereafter nevertheless discriminated against her by refusing to consider her for rehire or further employment It will be recalled that 2 or 3 days after the discharge Dabbs admitted to Josephine Gahr (June's aunt) that he had intended to recall June when an opening developed in another department but decided not to do so because June's husband, Joe, had been "nasty" to him on the telephone. It will further be recalled that, in this telephone conversation, Joe in effect accused Dabbs of firing his wife "because of the union" and threatened to do all he could to get the Union into the plant; to which Dabbs countered that there was nothing Joe could do and that unions "are just a bunch of communist[s] "

While it may be argued that the foregoing establishes that Dabbs' refusal to recall June Gahr was at least in part motivated by her husband's expressed intention to make common cause with the Union, I believe that a finding to that effect could only be predicated on conjecture and speculation. Dabbs' reaction to Joe Gahr's phone talk may be construed as his reaction to the unwarranted accusation that he (Dabbs) had illegally discharged Joe's wife for union activities; or his resentful reaction to such pressures and tactics designed to force him to retain or take back an unsatisfactory employee. Moreover, there is no evidence that Joe Gahr's threat was more than a venting of an outraged or loyal husband's anger at the dismissal of his wife, there being no evidence that Joe Gahr sincerely intended, let alone carried out his intention, to assist in the establishment of a union at the plant.

In view of all the foregoing, and despite the fact that certain of the circumstances surrounding the hire, dismissal, and refusal to hire June Gahr are of suspicious nature, I find that General Counsel has not established by a preponderance of evidence that Respondent's conduct was unlawfully discriminatory in violation of Section 8(a)(1) and (3) of the Act.

III. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend the customary cease-and-desist order conventionally ordered in cases of this nature, designed to effectuate the purposes of the Act

[11] "In considering the propriety of discharges the question is not whether they were merited or unmerited, just or unjust, nor whether as disciplinary measures they were mild or drastic These are matters to be determined by the management . " *N L R B* v. *Montgomery Ward & Co*, 157 F 2d 486, 490 (C A 8)

CONCLUSIONS OF LAW

1. By coercively questioning employees about union matters, by impliedly threatening employees with reprisals for engaging in union activities, and by encouraging or inducing an employee to inform it about union matters, Respondent has interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 in violation of Section 8(a)(1) of the Act.
2. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.
3. Respondent has not violated Section 8(a)(1) and (3) of the Act by refusing to employ or by discharging or not rehiring June Gahr.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in this proceeding, I recommend that Addison Shoe Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from coercively questioning employees about union matters, impliedly or expressly threatening employees with reprisals for engaging in union activities, encouraging or inducing employees to inform it about union matters, and in any other like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.
2. Post at its Wynne, Arkansas, plant copies of the attached notice marked "Appendix." [12] Copies of said notice, to be furnished by the Regional Director for Region 26, shall, after being duly signed by Respondent's authorized representative, be posted by Respondent immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted, and maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.
3. Notify the Regional Director for Region 26, in writing, within 20 days from the receipt of this Decision, what steps Respondent has taken to comply therewith.[13]

It is further recommended that the complaint be dismissed in all other respects.

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[12] In the event that this Recommended Order 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 a 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"

[13] In the event that this Recommended Order 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 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 effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT unlawfully question our employees about union matters, nor threaten them with reprisal for engaging in union matters, nor encourage them to inform us about union matters.

WE WILL NOT in like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights under the National Labor Relations Act.

ADDISON SHOE CORPORATION
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 directly with the Board's Regional Office, 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee, Telephone No. 534–3161, if they have any question concerning this notice or if they have information that its provisions are being violated.