

The appropriate unit is:

All grocery and produce employees of Respondent employed at his El Dorado, Arkansas, retail store including regular part-time employees, but excluding the office clerical employee, oncall employees, meat department employees, guards, and supervisors as defined by the Act.

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed by Section 7 of the Act.

All our employees are free to become, or remain, or to refrain from becoming or remaining members of any labor organization.

GLYNN CAMPBELL, D/B/A PIGGLY WIGGLY EL DORADO CO.,  
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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee, Telephone No. 534-3161.

**Air Caterers, Inc. and International Association of Machinists, AFL-CIO.** Case No. 29-CA-75 (formerly 2-CA-10257). August 13, 1965

### DECISION AND ORDER

On May 25, 1965, Trial Examiner Joseph I. Nachman 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 Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Decision together with 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 Jenkins].

The Board has reviewed the rulings of the Trial Examiner made at the initial and reopened hearings<sup>1</sup> 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 brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

### ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its

<sup>1</sup> After the close of the initial hearing, the Trial Examiner reopened the proceeding on Respondent's motion to permit it to introduce newly discovered evidence relating to the credibility of Claude Ravetier, a witness for the General Counsel.

Order the Recommended Order of the Trial Examiner and orders that Respondent, Air Caterers, Inc., Long Island, New York, its officers, agents, successors and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

### TRIAL EXAMINER'S DECISION

#### STATEMENT OF THE CASE

This complaint<sup>1</sup> under Section 10(b) of the National Labor Relations Act, as amended (herein called the Act), heard by Trial Examiner Joseph I. Nachman at Brooklyn, New York, on February 1 and 2 and May 4, 1965,<sup>2</sup> involves allegations that Air Caterers, Inc. (herein called Respondent or Company), violated Section 8(a)(3) of the Act by discriminatorily discharging Soto because of his activities on behalf of International Association of Machinists, AFL-CIO (herein called the Union, and by said conduct, and others acts hereinafter more fully detailed, also interfered with, restrained, and coerced its employees in violation of Section 8(a)(1) of the Act.

At the hearing and reopened hearing, the parties, appearing as indicated above, were afforded full opportunity to adduce evidence, to examine and cross-examine witnesses, to argue orally on the record, and to submit briefs. The General Counsel argued orally, and the same is included in the transcript of the proceedings. The General Counsel and Respondent also submitted briefs which have been duly considered.

Upon the entire record in the case, including my observation of the demeanor of the witnesses, I make the following:

#### FINDINGS OF FACT<sup>3</sup>

##### I. THE UNFAIR LABOR PRACTICES ALLEGED

###### A. Background

Varig Air Lines (herein called Varig), originates flights out of New York's Kennedy Airport. Prior to July 1, Varig operated its own kitchens. Sometime in June, Varig contracted with Respondent to prepare the necessary food to be served in flight. Prior to July 1, and preparatory to performing this work, Adonis, Respondent's president, interviewed and took employment applications from certain kitchen employees then employed by Varig. Respondent hired some, but not all of these employees. Among those so hired was Juan Soto, Pierre Vaillant, Jean Szurdak, and Claude Ravetier, the latter being hired by Respondent as head chef, a position admittedly supervisory within the meaning of the Act. On Soto's application there appears the following legend over the initials of Adonis, after the word "Remarks": "Underpaid—Wants more money—can wait for it—had been promised (will weed him out?) Will review again July 15, 1964." Also a question mark appears after the words neatness, personality, character, ability.

Prior to his employment by Respondent on July 1, Soto had worked for Varig for approximately 7 years as a cook. During the latter period the evidence shows that he took the leading part in several efforts to organize Varig's kitchen employees.<sup>4</sup>

<sup>1</sup> Issued November 16, upon a charge filed September 22. All dates are 1964 unless otherwise stated.

<sup>2</sup> The initial hearing herein was closed February 2. Thereafter, Respondent moved to reopen the hearing to permit it to establish that after the hearing closed, Claude Ravetier, a witness for the General Counsel, had admitted to Adonis, Respondent's president, that his testimony given on February 1 and 2, 1965, was in material respects, false, and that he gave such false testimony because he felt sorry for and wanted to help the alleged 8(a)(3). The motion to reopen was granted, and on May 4, 1965, a reopened hearing was held, at which time the parties were given the opportunity to adduce further evidence relating to the credibility of Ravetier. The material testimony then offered will be discussed hereafter.

<sup>3</sup> No issue of commerce or labor organization is presented. The complaint alleges and the answer admits facts necessary to establish said elements. I find those facts to be as pleaded.

<sup>4</sup> Such efforts, which proved unsuccessful, were made in 1958 and 1962, and apparently in 1960.

*B. The current facts*

## 1. The discharge of Soto

The evidence is uncontradicted that between August 15 to 20 Soto was active in organizing for the Union, discussed the Union with employees, and passed out authorization cards. Adonis, Respondent's president, admitted that on August 26 he received a letter from the Union, dated August 25, which stated that the Union represented a majority of Respondent's kitchen help and requested recognition and bargaining. It is also admitted that on August 27 Adonis discharged Soto.

The only reason Adonis gave Soto for the discharge was that he had obtained another person to do his work. Virtually all of the remaining evidence relating to Soto's discharge is in such serious dispute that both versions should be set forth before resolving credibility issues.

*(a) The testimony of Claude Ravetier*

Ravetier, one of the kitchen employees Respondent took over from Varig, was hired by Respondent as head chef, an admittedly supervisory position. He was so employed on May 4, 1965, the date of the reopened hearings. From July 1, and until Soto's discharge on August 27, Ravetier was Soto's supervisor. On Wednesday, August 26,<sup>5</sup> a nonwork day for Respondent's employees, Ravetier was called at his home by Adonis who asked that Ravetier come to the office as soon as he could, that a "very important" matter had come up.<sup>6</sup> On reaching Respondent's office about midafternoon, Ravetier and Adonis talked alone in the latter's office. Adonis first asked if Ravetier had "heard anything was funny about the kitchen," and the latter replied in the negative. Adonis then asked whether Ravetier had heard anything about the Union, who is organizing the Union, who is the head of it, and who wants to put the Union in. To this Ravetier again replied in the negative. Adonis told Ravetier about the letter he had received from the Union, but did not show it to him. Adonis then suggested that the work performance of all employees be reviewed, "to see which are good and which are not good." As Adonis wrote down the name of each employee he commented "OK" or "I guess so," until he came to the name of Soto. Through that name Adonis drew a line and told Ravetier, "you know what it mean[s]." Ravetier asked Adonis why he was going to fire Soto, commenting that the latter was "a good man." Adonis replied that he had learned from Reusch<sup>7</sup> that Soto had tried "to organize a union . . . twice before." The conversation concluded with Adonis telling Ravetier that he (Adonis) would talk to Soto the following day, and that Ravetier should try to find out who had signed cards and anything else he could about the Union. The last-mentioned request was, according to Ravetier, repeated to him by Adonis almost daily for the next 2 or 3 weeks. The following day (August 27), after first asking Ravetier if he had obtained any information about the Union, Adonis discharged Soto. Ravetier denied that Soto had caused anymore trouble in the kitchen than any other employee; that while Soto did complain at times about having too much work it was the usual type of complaint heard from employees generally; that he had no recollection of an alleged incident on July 9, when, as claimed by Adonis, Soto created a disturbance in the kitchen and complained that he had too much work. Ravetier also testified that following Soto's discharge, he (Ravetier) performed all the work theretofore done by Soto, except for a period of 1 week, and that Canter, the employee hired by Adonis to replace Soto, never did the latter's work.

*(b) The testimony of George Adonis*

Adonis admitted that he received the Union's letter demanding recognition at about 12:30 on August 26. He testified this constituted his first information of any union activity among his employees. Although Adonis testified that he had no recollection of having telephoned Ravetier at his home that day and asking the latter to come to the office to discuss a matter of importance, he admitted that he did talk with Ravetier on August 26, and that the Union was discussed. According to Adonis, Ravetier came to the office on his own, while on his way to a beach in Connecticut, and solely for the purpose of introducing his family to Adonis, and

<sup>5</sup> This is the date Adonis received the Union's recognition demand.

<sup>6</sup> Ravetier lives in Jersey City. Travel time to Respondent's office located at or near the Kennedy Airport is from 30 to 90 minutes, depending on traffic conditions

<sup>7</sup> Regional commissory manager for Varig.

that while Ravetier was in the office, and before going out to the car where Ravetier's family was waiting, he (Adonis) told Ravetier about the letter he had received from the Union, asked the latter if he knew anything about it, and when Ravetier stated that he did not, that aspect of their discussion was concluded. Also, according to Adonis, the first information regarding Soto's union activity came to him on or about September 1 (some 5 days after Soto's discharge), when Hilber, Varig's executive chef, so informed him during a telephone conversation.<sup>8</sup> The reason given by Adonis for Soto's discharge and the timing thereof was that on several occasions, naming specifically July 9 and 28, Soto created disturbances in the kitchen by "yelling and screaming" that he had too much work, and generally arguing with Ravetier, his supervisor. On July 9, according to Adonis, Soto refused to cut some veal cutlets, and Ravetier had to stay after hours and do that work. In his affidavit given during the investigation of this matter, and which is in evidence, Adonis stated that following the July 9 incident he spoke to supervisory personnel of Varig about Soto's "arguing and bickering in the kitchen," and learned from them that Soto had engaged in similar conduct when employed by Varig. Adonis also admitted that on or about July 16 he reviewed Soto's work performance and, on the basis of his own observations and the information given him by the Varig supervisors, learned that Soto had difficulty getting along with his fellow kitchen employees, and was frequently short on food items that had to be put aboard the plane to an exact count. He further testified that after the July 9 and 28 incidents, as well as after the work performance review, he talked with Soto, telling the latter that the "screaming and bickering" would not be tolerated, and that his work performance would have to improve. Adonis did not relate any incidents of improper work performance on the part of Soto after the July 28 incident. According to Adonis, his decision to discharge Soto was made on August 1, and was motivated by a planned expansion of the business necessitating additional personnel,<sup>9</sup> and his conclusion that Soto's inability to get along with his fellow employees would be worse with an expanded force. His explanation for the failure to terminate Soto until August 27 was that the volume of work was such that he could not do without Soto until a replacement was found. Adonis testified that on or about August 6 he interviewed two persons as prospective replacements for Soto,<sup>10</sup> but both stated they could not report for work prior to September 1; however, in a subsequent interview with Canter on or about August 18, Canter agreed to and did report for work on August 25, and that on the next workday he discharged Soto.

(c) *Testimony of Adonis and Ravetier at the reopened hearing*

As stated in footnote 2, *supra*, the hearing in this matter was reopened to afford Respondent full opportunity to support its charge that the testimony of Ravetier should not be credited. At such reopened hearings Adonis testified, in substance, that on or about February 19, at the conclusion of a business discussion with Ravetier, he asked the latter why he "lied at the hearing," and that Ravetier replied that he did not like to see anyone fired and felt sorry for Soto; that he (Adonis), to get this information into what he regarded as a more evidentiary form, hid a microphone and tape recorder in his desk, and called Ravetier into his office for a business discussion in the course of which he again asked Ravetier why he had "lied," to which Ravetier gave the same answer, but due to some mechanical failure the tape proved to be unintelligible; that about 2 weeks later the conversation was repeated in Adonis' office, again with a hidden microphone in his desk, and a tape was made recording the conversation. The tape, which was received in evidence, was in the presence of Ravetier, who had not theretofore heard it, played back during the hearing, and a transcription of the pertinent portion thereof, to the extent that the reporter found it audible, is included in the transcript of the proceedings on May 4,

<sup>8</sup> Hilber testified that Adonis asked him who might have started the "[union] business in the kitchen," and that he told Adonis "it could have been Soto." However, Hilber's timing of this conversation is confusing. He first testified that it "must have been the end of July." Later he changed to say that it was the end of August, relating it to his return from a vacation trip. As will hereafter appear, I find it unnecessary to decide whether this creates a conflict in the evidence, and if so, how it should be resolved.

<sup>9</sup> Adonis testified that he was then negotiating with another airline to take over its kitchen operations, and had this materialized a substantial number of additional employees would have been needed.

<sup>10</sup> Raoul Vasquez and Jurgens Canter. Both were hired and subsequently reported for work for Respondent.

1965.<sup>11</sup> The tape discloses that to a series of questions, some containing within themselves several questions assuming certain facts, Ravetier gave an answer, but in many instances it is not clear whether the answer is to be assumed facts, or to the question at the end of Adonis' rather lengthy discourse.<sup>12</sup> From this Respondent argues that Ravetier admitted that his testimony at the initial hearing was false.

Ravetier, testifying at the reopened hearing after listening to a playback of the tape, did not question its accuracy; in fact he inferentially admitted its accuracy. His explanation of the events was that Adonis was trying to get him to say that his testimony at the original hearing was false, and to persuade him to go to representatives of the Board's Regional Office and tell them he had given false testimony; that he regarded himself to be in an awkward position because Adonis was his boss and could fire him; that he did not wish to provoke an argument with Adonis or get him angry, because he was fearful of his job; and that he gave Adonis the answers he did, and stated that he would give consideration to going to the Board's Regional Office as Adonis had requested, because he wanted to get out of Adonis' office as quickly as possible. Ravetier specifically affirmed his prior testimony stating that it was in all respects true. With reference to the specific questions set forth in the last footnote, Ravetier explained that by answering the first question in the affirmative he was not admitting that his original testimony was false, but only that he felt sorry for Soto.<sup>13</sup>

## 2. Other alleged interference, restraint, and coercion

During the morning of August 29, Adonis spoke to the employees individually, in his office, and told them about the letter he had received from the Union on August 26. In the course of these conversations Adonis asked employee Vaillant if the latter had signed a card for the Union, and if he wanted to see the Union get in, adding that the employees would make more money without the Union than with it. Employee Szurdak was asked by Adonis whether he had signed a union card, and when Szurdak replied in the negative, Adonis added that it did not matter what his answer was, that he (Adonis) would find out if he had signed or not.<sup>14</sup>

<sup>11</sup> In consideration of the case, I have listened to a playback of said tape. Where the reporter found it inaudible, I also find it inaudible; in all other respects, I find the reporter's transcription substantially accurate.

<sup>12</sup> An example is the following:

ADONIS. Let me ask you this. Do you think it was worth [lying] at the hearing, to get [his] job back, when you consider everything? I know the reason, you've told me the reason. You've told me this is the only reason, was, was that, that you felt sorry for him?

RAVETIER. Yes.

ADONIS. You felt sorry for him. You figured if you twisted it, we won't say outright lying, we'll say twisted the facts, that you's get him his job back and that would be it.

RAVETIER. He is still not working you know.

ADONIS. I know he is still not working. I realize that. But the only thing is, it wasn't worth the lies to get him back.

RAVETIER. Well, what can I tell you, George.

<sup>13</sup> Respondent also adduced the testimony of its driver, David Jamison, who testified that on May 1, 1965, he had a casual conversation with Ravetier wherein the latter stated that Adonis had failed to reimburse him for gas and bridge tolls as promised, and that if Adonis would play fair with him, he would play fair with Adonis. Jamison admitted that neither the hearing in this case, nor Ravetier's testimony therein, was discussed. Ravetier admitted talking with Jamison, but denied saying anything about Adonis not "playing fair." I do not regard this testimony which related to an alleged conversation occurring some 8 months after Soto's discharge, and 3 months after Ravetier originally testified in this proceeding, as having any relevancy in this proceeding, because there is no showing that the statement attributed to Ravetier, assuming it was made as Jamison testified, related to the truthfulness of Ravetier's testimony at the earlier hearing. For this reason I do not resolve this conflict in the evidence.

<sup>14</sup> The findings in the foregoing paragraph are based on the credited testimony of Vaillant and Szurdak. Adonis admitted that he spoke with these employees on August 29, and that the Union was discussed, but denied making the statements attributed to him by Vaillant and Szurdak, claiming that all he told them was that if they wanted a union they could have it. I credit Vaillant and Szurdak, because I regard their testimony as more consistent with the probabilities.

*C. Credibility resolutions and concluding findings*

## 1. The discharge of Soto

If the testimony of Ravetier is credited, it seems plain that Soto was discharged because of his activity on behalf of the Union, and that the alleged "yelling and bickering," if it occurred at all, was a mere pretext to conceal the unlawful character of the discrimination against him. The conversation between Adonis and Ravetier on August 26; the admission that Adonis has ascertained from Reusch about Soto's prior efforts "to organize a union"; and the precipitous discharge of Soto on the first workday following receipt of the Union's recognition demand, requires this conclusion. This seems particularly true when viewed in the light of the admitted fact that Adonis reviewed Soto's work record about July 15, after he was aware of the alleged deficiencies in Soto's work performance, but did not discharge him until August 27. Respondent's contention that the volume of work was such that Soto could not be released until a suitable replacement was on the job, has all the earmarks of an afterthought, in view of Ravetier's testimony that, except for 1 week, he performed all of Soto's work after the latter's discharge. On the other hand, if Adonis is credited, the conversation which Ravetier related never occurred, and the General Counsel's case must fall because of the absence of any evidence that Respondent knew of Soto's union activities, and the assigned reason for the discharge, in all respects entirely plausible, is unconnected with antiunion motivation.

Upon consideration of the entire record I credit the testimony of Ravetier for the following reasons:

1. This is not a case of mistake or faulty memory; Ravetier's testimony regarding his August 26 conversation with Adonis is the truth, or it is a fabrication. Ravetier is still employed by Respondent, and I find nothing in the record adequately supplying a motive for Ravetier to fabricate the testimony he gave

2. I have discredited Adonis with respect to his conversations with Vaillant and Szurdak.

3. Ravetier is admittedly employed as a supervisor, and as such does not enjoy the protection of the Act. Being in that position, I find it difficult to believe that while still in Respondent's employ, and without any apparent motive, Ravetier would give testimony not only at the original hearing, but again at the reopened hearing, which could result in retribution against him, unless that testimony is true.

4. I am impressed by the fact that while testifying at the reopened hearing Ravetier did not claim that the tape had been altered, or that it did not correctly reflect the entire conversation, but at least tacitly admitted its accuracy.<sup>15</sup>

Accordingly, and on the credited testimony of Ravetier, I find and conclude that Soto's discharge was discriminatorily motivated.

## 2. Interference, restraint, and coercion

The interrogation of Vaillant and Szurdak by Adonis as to their activities on behalf of the Union, and his statement to Vaillant that the latter would make more money without the Union, were coercive and violative of Section 8(a)(1) of the Act. The interrogation of Vaillant and Szurdak by Adonis was plainly not for the purpose of ascertaining whether he was under any obligation to recognize the Union, but rather had as its purpose dissuading the employees from their union adherence. I so find and conclude. Accordingly, the Board's decision in *Blue Flash Express*, 109 NLRB 591, has no application. See *American Furniture Company, Inc.*, 118 NLRB 1139, 1140; *Orkin Exterminating Company of South Florida, Inc.*, 136 NLRB 399-400; *Zimnox Coal Company*, 140 NLRB 1229, enfd. 336 F. 2d 516 (C.A. 6).

<sup>15</sup> I do not agree with Respondent's contention that during the taped conversation between Adonis and Ravetier, the latter admitted that his testimony at the initial hearing was false. Certainly, there was no such affirmative admission. The most favorable inference that can be drawn in support of Respondent's contention is that Ravetier did not deny the charge that his testimony was false, and agreed to consider Adonis' request that he (Ravetier) inform the Board's Regional Office that his testimony was false. Ravetier explained, however, as heretofore set forth, that he was trying to avoid an argument with Adonis, or saying anything to make the latter angry, and that he gave such replies with that purpose in mind, and to get out of his office as quickly as possible. My observation of Ravetier while testifying, convinces me that he is the type of person who, in a situation of this kind, would not challenge the allegation of his boss that he had lied, but would try to avoid provoking an argument and thereby incur the latter's wrath. I, therefore, credit Ravetier's explanations, and find that he did not admit, and had no intention of admitting, that his testimony at the earlier hearing was false.

The statement that earnings would be greater without the Union was plainly a promise of benefit and hence not protected by Section 8(c) of the Act.

## II. THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices, it will be recommended that it be required to cease and desist therefrom and take certain affirmative action, set forth below, designed to effectuate the policies of the Act. One of the more basic rights conferred upon employees by Section 7 of the Act, is the right to freely, and without coercion, restraint, or interference from the employer, select union representation for their mutual aid and protection. Respondent's unlawful activities, heretofore found, go to the very heart of the Act and indicate a purpose to defeat the attempt of its employees at self-organization. The danger of further unfair labor practices may reasonably be anticipated from Respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless a remedy coextensive with the threat is directed. Accordingly, in order to make effective the interdependent guarantees of Section 7 of the Act, and thus effectuate the policies of the Act, an order requiring Respondent to cease and desist from in any manner infringing upon the rights guaranteed employees by Section 7 of the Act is deemed necessary. *Consolidated Industries, Inc.*, 108 NLRB 60, 61.

Having found that Respondent discriminatorily discharged Juan Soto, it will be recommended that it offer him immediate, full, and unconditional reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights, privileges, or working conditions, and make him whole for all earnings lost by reason of the discrimination against him, by paying to him a sum of money equal to the amount he would have earned from the date of the discrimination against him until such discrimination has been fully eradicated, less his net earnings during the discriminatory period. Backpay with interest at the rate of 6 percent per annum shall be computed in the manner set forth in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716.

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

## CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2) of the Act, and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By interrogating Vaillant and Szurdak, and promising the latter benefits for rejecting the Union, Respondent interfered with, restrained, and coerced its employees and thereby engaged in, and continues to engage in, unfair labor practices proscribed by Section 8(a)(1) of the Act.
4. By discharging Juan Soto, Respondent discriminated against him in regard to his tenure of employment, and the terms and conditions thereof, to discourage membership in the Union, and thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

## RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, it is recommended that Respondent, Air Caterers, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:
  - (a) Coercively interrogating any of its employees regarding their membership in, sympathies for, or activities on behalf of International Association of Machinists, AFL-CIO, or any other labor organization.
  - (b) Promising benefits to any employees to dissuade them from giving aid and assistance to International Association of Machinists, AFL-CIO, or any other labor organization.
  - (c) Discouraging membership in International Association of Machinists, AFL-CIO, or any other labor organization of its employees, by discriminatorily discharging, or changing any term or condition of employment of, any employee, or in any other manner discriminating against any employee in regard to his hire, tenure, or any other term or condition of employment.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action found necessary and designed to effectuate the policies of said Act:

(a) Offer Juan Soto immediate, full, and unconditional reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights, privileges, or working conditions, and make him whole for any loss of earnings he may have suffered, in the manner set forth in the section hereof entitled "The Remedy."

(b) Notify Juan Soto 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.

(c) Preserve and, upon request, make available to the National Labor Relations Board or its agents, for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other records necessary or useful to determine or compute the amount of backpay due, as herein provided.

(d) Post at its plant premises in the Borough of Queens, city and State of New York, copies of the attached notice marked "Appendix"<sup>16</sup> Copies of said notice to be furnished by the Regional Director of Region 29 of the Board (Brooklyn, New York), shall, after being duly signed by the Respondent, be posted by it immediately upon receipt thereof, and shall be 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 material.

(e) Notify the aforesaid Regional Director, in writing, within 20 days from the date of receipt of this Decision, what steps have been taken to comply herewith<sup>17</sup>

<sup>16</sup> In the event this Recommended Order is 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. If the Board's Order is enforced by a decree of a United States Court of Appeals, the notice shall be further amended by the substitution of the words "a Decree of the United States Court of Appeals, Enforcing an Order" for the words "a Decision and Order".

<sup>17</sup> In the event this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the aforesaid Regional Director, in writing, within 10 days from the date of this Order, what steps have been 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 discharge or in any other manner discriminate against you because of your membership in, assistance to, or support of any union.

WE WILL NOT coercively interrogate you regarding your membership in, sympathies for, or activities on behalf of any union, or promise you benefits in order to dissuade you from giving aid or assistance to any union.

WE WILL offer Juan Soto immediate, full, and unconditional reinstatement to his job with us, and pay him the wages he lost by reason of his discharge.

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Association of Machinists, AFL-CIO, or any other labor organization of our employees, to bargain collectively through representatives of their own choosing, or to engage in other concerted activities for the purposes of mutual aid, or to refrain from any and all such activities

All our employees are free to become, remain, or refrain from becoming or remaining members of any union.

AIR CATERERS, INC.,  
Employer.

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

NOTE.—We will notify Juan Soto 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.

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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Fourth Floor, 16 Court Street, Brooklyn, New York, Telephone No. 596-5386.

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**Welsh Industries, Inc. and International Union, Allied Industrial Workers of America, AFL-CIO. Case No. 7-CA-4894. August 13, 1965**

DECISION AND ORDER

On April 19, 1965, Trial Examiner Sidney J. Barban 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 Trial Examiner's Decision. 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 Jenkins].

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, the brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, as modified herein.<sup>1</sup>

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified herein, and orders that the Respondent, Welsh Industries, Inc., Vassar, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:

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<sup>1</sup>The Trial Examiner found that certain statements contained in the Respondent's letter to employees dated September 29, 1964, violated Section 8(a)(1) of the Act. Since this finding is cumulative to other findings of 8(a)(1) violations and does not itself affect the scope of the Order, we find it unnecessary to, and shall not, pass upon the validity of that finding by the Trial Examiner.