

Don Swart Trucking Co., Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Teamsters Local No. 428. Case No. 6-CA-3260. September 20, 1965

DECISION AND ORDER

On June 23, 1965, Trial Examiner Thomas A. Ricci issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, 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, and the General Counsel filed exceptions to the Trial Examiner's Decision.

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

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 brief,¹ and the entire record in the case, and hereby adopts the findings,² conclusions,³ and recommendations of the Trial Examiner.⁴

ORDER

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

¹ The Respondent's request for oral argument is hereby denied because the record, including the exceptions and brief, adequately presents the issues and the positions of the parties.

² In addition to the cogent reasons assigned by the Trial Examiner which establish Respondent's knowledge of Robinson's union activities, we further find that in a plant like the present one, which has about 18 drivers, it is also reasonable to infer that the information as to the dischargee's union activities came to the attention of the Respondent because of the smallness of the plant. (See *Quest-Shon Mark Brassiere Co., Inc.*, 80 NLRB 1149, 1150, enfd. 185 F 2d 285 (C.A. 2), cert. denied 342 U.S. 812.)

³ We find, in agreement with the Trial Examiner, that the low pressure in the tires of the truck driven by Robinson was not a reason for Robinson's discharge. We do not rely, however, on the Trial Examiner's finding that Robinson was sent to the office before the matter of the air in the tires was mentioned, which is not supported by the record.

⁴ Backpay shall be computed in accordance with the formulas and methods prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289, and the assessment of interest shall be computed in the manner prescribed by the Board in *Isis Plumbing and Heating Co.*, 138 NLRB 716.

Order the Recommended Order of the Trial Examiner, and orders that the Respondent, Don Swart Trucking Co., Inc., Wellsburg, West Virginia, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order with the following modification:

1. Add the following as paragraph 2(b) to the Trial Examiner's Recommended Order, the present paragraph 2(b) and those subsequent thereto being consecutively renumbered:

"(b) 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."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

A hearing in the above-entitled proceeding was held before Trial Examiner Thomas A. Ricci on May 19, 1965, at Wellsburg, West Virginia, on complaint of the General Counsel against Don Swart Trucking Co., Inc., herein called the Respondent or the Company. The principal issue is whether the Respondent violated Section 8(a)(3) of the Act. Briefs were filed by both the General Counsel and the Respondent after the close of the hearing.

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

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE RESPONDENT

Don Swart Trucking Co., Inc., a West Virginia corporation, has its principal office in Wellsburg, West Virginia, where it is engaged in the hauling business. During the 12-month period immediately preceding the filing of the charge, the Respondent received in excess of \$200,000 for services in connection with transporting material across State lines, to and from the State of West Virginia. I find that the Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to exercise jurisdiction herein.

II. THE LABOR ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Teamsters Local No. 428, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICE

The sole issue in this case is whether the evidence of record supports the complaint allegation that the Respondent discharged Richard Robinson on February 4, 1965, because he solicited fellow employees to join the Union. The defense advances affirmatively that he was released because he was an undesirable employee.

Robinson, a truckdriver, worked for this Company from 1957 through January 1963, when he left voluntarily. He was rehired in July 1964 and worked continuously thereafter until his dismissal the following February. During his interval absence he was used once or twice only for a day or so to drive a truck, but not as a regular employee.

The Wellsburg, West Virginia, terminal where Robinson worked consists of a garage, a sand and gravel yard, and the company office. From 16 to 18 drivers report here, all congregating each morning in or near the yard to receive their day's assignments, to check the condition of their trucks, and to fuel their vehicles. They

spend from 30 to 45 minutes there before leaving to deliver materials from the yard, or to go to other locations where they work all day away from the terminal. In addition to delivering building material of its own, the Company sends its trucks to make pickups from and deliveries to locations elsewhere, sometimes in nearby towns, and sometimes at steel producing properties. The company manager said that about 90 percent of the total work performed consists of hauling aggregate, and that the drivers as a group are away from the terminal on their work duties for about 60 percent of the time. In the evening each man returns his truck to the garage, completes certain Interstate Commerce Commission reports on the basis of his trip tickets for the day, and departs.

During the period January 1963 to July 1964, while Robinson worked elsewhere, he was a member of another local of the Teamsters and was covered by union contract; the Respondent was aware of this fact, for when he was rehired James Swart, the terminal manager and son of the owner, suggested that he obtain a withdrawal card from that union. On about January 21, 1965, Robinson communicated with Anthony Zolcus, business agent of Local 428 of the Teamsters, by telephone, and discussed the possibility of organizing the Respondent's drivers; Local 428, its offices in nearby Steubenville, has jurisdiction over this area. The two planned to meet and eventually did so on Saturday, January 30, at a certain cafe in Steubenville, where Zolcus gave Robinson a supply of applications for membership in the Union for use in organizing the truckdrivers; Robinson signed one himself then and there. The following Wednesday, February 4, about 5 p.m., when Robinson returned to the yard at the end of his regular work away from the terminal, he was summarily discharged. He went to the local's office the next morning, delivered two signed applications he had succeeded in soliciting, and then proceeded to the Board office in Pittsburgh to file the unfair labor practice charge upon which this complaint is based.

Robinson spoke to a number of drivers after his telephone talk with Zolcus and before meeting him at the cafe on the 30th. He discussed the Union with Smith in the garage, and tried to prevail upon him to sign; Smith did not do so, although he accepted a card at the moment. Karl Bitzer, another driver, told Robinson he would sign "if 99 percent went union." Robinson also solicited Sonny Malson, apparently without success. On Monday, February 1, when he had the membership cards, Robinson spoke to driver Earl Boyd in the terminal garage, asked him to sign, and Boyd did so. That same day, while driving his truck at the Weirton Mills, he solicited Glen Gibson, and obtained another signature. Also before the discharge—"a week, a week and-a-half" according to the testimony of driver Millard Williams—Robinson solicited him "trying to get the fellows over and organize," but without success.

There is no direct evidence that at the moment of discharge the Respondent knew Robinson had been urging the drivers to join the Union. When Don Swart, the owner, released him there was no mention of union or organizational activities in so many words. To further support the inference urged by the complaint—that the Swarts did know of Robinson's activities—there is the testimony of Gibson, still employed by the Company at the time of the hearing. Gibson recalled that about 5 p.m. on the last day that Robinson worked for the Company, James Swart asked him "... if anybody ever approached me ... about the signing, about joining a union" Gibson candidly conceded he could not be sure whether Swart had spoken to him thusly before or after Robinson had been discharged, because, as he said, he did not see Robinson at all that evening, or indeed ever thereafter at the Company's premises. He was certain, however, and restated the fact several times despite very pointed cross-examination, that on the day of the inquiry by James Swart he had seen Robinson at the garage in the morning and departing for his regular day's assignment.

James Swart testified before Gibson, and although he heard all the testimony, did not thereafter offer to contradict Gibson. I credit Gibson. The manager denied having spoken of the Union to any employees *before* discharging Robinson; he said he first learned of any union activities at all by any employee when served with a copy of the charge, certainly not before February 6, for it was filed on the 5th. He insisted he could not recall having spoken of the Union with any employees even after receiving notice of the charge. On the witness stand he was then shown his earlier affidavit to a Board agent dated March 3, 1965, where he said: "I talked to just about all of the employees after receiving the charge. I asked them what they knew about the Union because I did not understand what the charge was about."

Asked again did he now recall talking of the Union with any employees, he persisted in his story that he could not recall. For this, and for the reasons that will appear below, I do not credit James Swart.¹

Against all of the foregoing, strongly suggesting that Robinson's discharge bore a causal relationship to his solicitation of union membership among the drivers, the Respondent offered the following evidence intended to prove that the reason for the termination had nothing to do with the man's union activities. Various phrased this defense is an assertion that he was recalcitrant and personally obnoxious to James Swart, the terminal manager.

The evidence consists almost entirely of the testimony of James, the manager, who said it was he who eventually recommended discharge to his father, Don, the owner. Don Swart conceded, while testifying about his conversations with his son, that all he really knew about Robinson's worth was what the son had reported, the owner said he spends only part of his time at this one of his several business locations, and then mostly doing office work.

The manager testified that Robinson had long been a satisfactory workman and that this is why he had been rehired in 1964, that his performance remained "acceptable" "until recently," when Swart noticed "he was slipping . . . he wasn't doing his job properly, . . . there seemed to be something wrong with him." In like general terms the manager said he had on "a number of occasions" talked about Robinson's deficiencies with his father, ". . . maybe a couple of months before. the driver's posted assignment for that day, it seems the scheduled run was not as desirable for Robinson as another he might have received. The manager said the driver complained of the assignment, the driver said the manager started the talk by asking did he like the run or prefer another. However the discussion started, it is clear the two men became angry, they talked perhaps "5 or 10 minutes" on the dock, Maybe a month, it is hard to say for sure "

In more definitive language the manager listed a number of incidents which he said underlay the conclusion as to the driver's overall undesirability. About 2 weeks before the discharge—on January 21—he and Robinson had heated words about and their raised voices were heard by others. Robinson then went to work in accordance with the assignment as posted. Neither the manager nor anyone else in the Company ever thereafter mentioned the incident to him.

Among the things that must be checked each morning by the drivers as they examine and prepare their trucks for the day is the air pressure in the tires. James Swart testified that during the last 2 weeks of Robinson's employment—this would be precisely between the January 21 tiff about the assignment and the February 4 discharge—he noticed "on three occasions" that the man did not check his tire pressure in the morning. He said that ordinarily Robinson spent 30 to 45 minutes at the garage each morning, that he did not "watch him all of the 45 minutes," and that it was "not likely" Robinson could have checked his tires while the manager was not looking. Swart also admitted he did not bring any of these asserted errors to Robinson's attention. Another fault of the driver related by the manager was that on one occasion, in the cold of winter, Robinson complained about hauling sand, because it froze in the open truck body and required considerable shovel work to dislodge it upon delivery so that the sand would flow out of the truck. James Swart also testified vaguely that there came a time, "a couple of weeks" before the discharge, when Robinson was late getting to work because of "personal problems" at home.

When Robinson returned to the garage at the end of his day's work on February 4, James Swart sent him into the office to see his father and to be discharged. There is a variance in the testimony of the two men as to the precise sequence of events that night. According to Robinson the first thing Swart did was ask him for the daily trip reports and then immediately take them into the office; Swart then emerged from

¹ There is a more startling conflict between sworn oral testimony and written affidavit in this case. George Smith, who tore up the first card he received from Robinson but signed another a few days after Robinson was discharged, stated, in an affidavit he signed on March 3: "Although Robinson was still employed, Jim Swart asked me if anyone had asked me to join a union. I believe that happened on Robinson's last day. I told him I did not know anything about it. He never mentioned the Union again."

From the witness stand at the hearing Smith denied Swart ever mentioned the Union to him. Confronted with his affidavit, which he admitted having signed, he said either the investigating Board agent had made a "mistake" or he, Smith, had not "read it right." He insisted all he had said was that "many drivers had talked it over about the Union." Smith having rejected his own affidavit, I make no affirmative finding of fact based upon his signed statement.

the office with a tire gage and checked Robinson's tires, two of which he found lower in pressure than required. It was at this point, after checking the tires, that, according to Robinson, the manager told him to see his father.

As James Swart recalled it, the first thing he did when Robinson arrived was to check the tires, and when he found two of them low, he asked for the trip tickets and went to the office. After this, he said, he returned to Robinson and sent him into the office to his father.

The most significant question in the air during the hearing was why the Respondent chose this particular day to discharge Robinson if in fact he had for weeks—even months, as the manager said at one point—been unsatisfactory and insolent, going about "with a chip on his shoulder." The manager admitted he had "no further complaints" from the man after January 21, and there is no assertion of any other provocation that could explain the choice of day or moment for discharge in the middle of the workweek. If the manager indeed sent Robinson to the office *after* finding the tire pressure low, the defense of discharge for cause would appear more persuasive. If instead he took the trip tickets out of the man's hands immediately upon his arrival—tickets which ordinarily are used each evening by the driver to fill in reports for the day—and only checked the tires *after* the man had been sent into the office for discharge, it would follow necessarily that the business of the low tires had nothing to do with the decision to terminate the driver. In the light of the record as a whole, James Swart's demeanor on the stand, and particularly the evidence of what the father said to Robinson only a few minutes later, I do not credit the manager, and I find, as Robinson testified, that he was sent to the office before the matter of the air in the tires was mentioned at all.

When Robinson entered the office Don Swart had his check ready in an envelope; the amount included 2 weeks' pay for the period ending the preceding Friday, plus wages for the split week ending with and including that very day. Robinson's testimony of his talk with the owner is as follows: "Well, he gave me the envelope, and I asked him what was wrong, I didn't know at first, you know, and well, he said, 'you are just causing too much trouble,' and he says, 'this company can operate better without you, than I could without them,' and he called me a prick, so I asked him. I says, 'is that the way you want it,' and he said, 'yes,' and I went on home."

Don Swart, called by the Respondent in defense, said that his son had long been complaining of Robinson, that in his opinion a driver should be more attentive and better behaved, and denied any knowledge of union activity until after February 4, he did not refer to the discharge conversation at all. If, as the Respondent now contends, Robinson's past behavior was the cause of his dismissal, with the manager's discovery that very evening of a further incident in a long series of careless inattentions to tire pressure the immediate last straw to strain the Company's patience, the owner would surely have said something about the incident, or at least about the past failings of the man. Instead he offered the highly ambiguous phrase "causing too much trouble," and called the man a dirty name, hardly warranted in a substantial businessman annoyed only by low pressure in a tire or two. And the final paycheck was ready before Robinson reached the office, further indication that the discharge decision had been made before Robinson returned to the garage that evening.

The manager's implied assertion—at the hearing—that it was the belated discovery of the low pressure in two tires on February 4 that triggered the discharge is thus clearly an afterthought and not persuasive. In like fashion the Respondent's entire affirmative contention that Robinson's misconduct generally was the motivating cause of the dismissal is not supported by convincing proof. Although Robinson had words with the manager about his particular assignment on January 21, he did not disobey instructions; he worked as directed. And management never spoke to him about the matter again. Earlier in the winter Robinson complained of having to deliver sand instead of looser construction material, there is uncontradicted testimony that other employees voiced the same complaints in cold weather, with no one being disciplined because of the grievance. It was also shown that the manager has often found other tires in trucks lower than normal, but no one appears to have been discharged in consequence. It is also difficult to believe that the manager saw Robinson "two or three times" fail to check his tires in the morning, for he admitted he said nothing about the man's alleged neglect. Indeed the manager was not really sure Robinson had not checked the pressure; there were 16 to 18 men and they congregated at the garage for as long as 45 minutes. The manager added: "It would be pretty hard for me to watch them all." Millard Williams, another driver, testified he heard the raised voices while Robinson and James Swart were arguing over the day's assignment, but that he did not hear what was said because "I was too busy complaining about the ones I was on."

More significant than all this is James Swart's repeated statement that Robinson had for some time acted insolently toward him. "After we had this argument . . . I wanted to see if he was doing his job properly . . . I was kind of keeping an eye on him . . . he seemed to have a chip on his shoulder . . . in a nonchalant way, he didn't seem to care about his work." The manager even said that between January 21 and the discharge "we just avoided each other." After this general testimony by Swart, Robinson was called in rebuttal and testified precisely, and without contradiction, that some time after the incident of the work assignment the manager one day was leaving the office for a haircut, during working hours, invited Robinson along to keep him company, and the two of them spent some time together at the barber-shop while the manager was being serviced. Robinson added that on another occasion, still during the critical period, he needed to buy coal for emergency use at home, asked Swart as a favor for permission to leave his work, and was permitted to do so. If this was the relationship between the two men I cannot believe the manager's testimony that they were not on speaking terms and that he was virtually bidding his time to get rid of the driver. Rather, what it means is that whatever failings Robinson may have manifested were not of such aggravated character as to give rise to serious discharge considerations until the very time the action was taken. But the only activity by Robinson appearing during the last few days preceding the dismissal is the union activity described above.

On the record in its entirety I find that the Respondent discharged Robinson when it did because he urged employees toward collective bargaining and solicited them to join the Union. There is no other logical explanation for the sudden action in the middle of a workweek, with no advance warning or notice to the employee and with the dismissing officer failing to voice, when asked by Robinson, any coherent or intelligible reason for his decision. The driver had for years been a satisfactory and desirable workman, and the reason now advanced by the Respondent to explain his quick termination rings hollow. That the Swarts were opposed to any union is evidenced by the manager's request to Robinson, when rehired in 1964, that he withdraw from the local he had joined while employed elsewhere. A month or two after Robinson's return in July 1964, Williams, who had been hired in August of that year, explained his prior employment problems to the two Swarts; one of them told him in that conversation that the business was not substantial enough "for the company to pay union, or to be organized." Moreover, Gibson's credited testimony, that on the very evening of Robinson's discharge the terminal manager asked whether he had been approached to join the Union, shows that at the very time of the dismissal management was in fact concerned with contemporary union activities among the drivers. Only Robinson was so engaged and only Robinson was discharged. In his brief counsel for the Respondent correctly argues that a subsidiary finding of knowledge in the employer concerning union activities is a prerequisite for any ultimate conclusion of illegal discrimination in violation of Section 8(a)(3) of the Act. In this instance that finding is an inference arising from the total circumstantial evidence on the record as a whole.

I conclude that the Respondent discharged Robinson on February 4, 1965, because of his activities in soliciting union membership among his fellow employees, and thereby violated Section 8(a)(3) of the Act.²

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICE UPON COMMERCE

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

V. THE REMEDY

Having found that the Respondent has committed certain unfair labor practices, I shall recommend that it be ordered to cease and desist from such conduct and to take certain affirmative action designed to dissipate its effect. Richard Robinson was still in discharge status at the time of the hearing; the Respondent must therefore be ordered to reinstate him to his former or equivalent position, and to make him whole for any loss of earnings he may have suffered because of the illegal discrimination against him in his employment. Any money that is due pursuant to this Order must be paid with interest at the rate of 6 percent per annum. In view of the nature of the unfair labor practice committed the commission of similar and other unfair

² *Wiese Plow Welding Co., Inc.*, 123 NLRB 616.

labor practices reasonably may be anticipated. I shall therefore recommend that the Respondent be ordered to cease and desist from in any manner infringing upon the rights guaranteed to its employees by Section 7 of the Act.

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. The Respondent is an employer within the meaning of Section 2 of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By discharging Richard Robinson on February 4, 1965, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.
4. The aforesaid unfair labor practice is an unfair labor practice 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, I recommend that the Respondent, Don Swart Trucking Co., Inc., Wellsburg, West Virginia, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:
 - (a) Discharging or otherwise discriminating against employees because of their exercise of the right to self-organization, or to join labor organizations.
 - (b) In any other manner interfering with, restraining, or coercing employees in the exercise of rights to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Teamsters Local No. 428, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activity for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act, or to refrain from any or all such activities.
2. Take the following affirmative action which I find will effectuate the policies of the Act:
 - (a) Offer Richard Robinson immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay he may have suffered by reason of the discrimination against him, with interest at the rate of 6 percent per annum on any amount due.
 - (b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all records necessary to analyze the amount of backpay due under the terms of this Recommended Order.
 - (c) Post at its place of business at Wellsburg, West Virginia, copies of the attached notice marked "Appendix."³ Copies of said notice, to be furnished by the Regional Director for Region 6, shall, after being duly signed by the Respondent's representative, be posted by Respondent immediately upon receipt thereof, and 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 the Respondent to insure that said notices are not altered, defaced, or covered by any other material.
 - (d) Notify the Regional Director for Region 6, in writing, within 20 days from the date of receipt of this Decision, what steps the Respondent has taken to comply herewith.⁴

³ If 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. If the Board's Order is enforced by a decree of a United States Court of Appeals, the notice will 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".

⁴ If this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify the Regional Director for Region 6, 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 effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT discourage membership by any of our employees in International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Teamsters Local No. 428, or in any other labor organization, by discharging or otherwise discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

WE WILL offer Richard Robinson immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed, and we will make him whole for any loss of pay he may have suffered as a result of the discrimination against him.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, 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 activity.

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

DON SWART TRUCKING CO., INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE.—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.

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, 1536 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania, Telephone No. 644-2977.

Tom Johnson, Inc. and Will E. Hoskins

Tom Johnson, Inc. and Painters Union Local No. 567, Brotherhood of Painters, Decorators and Paperhangers of America, AFL-CIO. *Cases Nos. 20-CA-2663 and 20-CA-2724-1-2. September 20, 1965*

DECISION AND ORDER

On May 6, 1964, Trial Examiner David F. Doyle issued his decision in the above-entitled proceeding, finding that 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. The Trial Examiner also found that the Respondent had not engaged in