

Alterman Transport Lines, Inc. and Karl Duane Hicks. Case 12-CA-3790

March 5, 1968

### DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS BROWN AND JENKINS

On November 9, 1967, Trial Examiner John F. Funke 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. Thereafter the Respondent and the General Counsel filed exceptions to the Trial Examiner's Decision and supporting briefs. Subsequently, the General Counsel filed an answering 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.

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,<sup>1</sup> conclusions, and recommendations of the Trial Examiner, as herein modified.

### ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner as modified below, and hereby orders that the Respondent, Alterman Transport Lines, Inc., Tampa, Florida, its officers, agents, successors, and assigns, shall take

<sup>1</sup> We hereby correct the following minor errors in the Trial Examiner's Decision which do not, however, affect his ultimate findings and conclusions: (1) the Trial Examiner indicated that James Mullis was called as a witness by the General Counsel, whereas the record shows that Mullis was called as a witness by the Respondent, (2) the Trial Examiner erroneously stated that Homer Beckner was employed by Respondent from March 1966 until March 17, 1967, whereas the record shows that Beckner was employed from about November 1, 1966, until March 27, 1967.

We find no merit in the respective exceptions of the Respondent and the General Counsel to certain credibility findings made by the Trial Examiner. It is the Board's established policy not to overrule the Trial Examiner's resolutions with respect to credibility unless, as is not the case here, a clear preponderance of all the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544, enfd. 188 F.2d 362 (C.A. 3)

the action set forth in the Trial Examiner's Recommended Order, as herein modified.

1. Substitute the following for the third indented paragraph in the Notice to All Employees:

WE WILL offer Karl Duane Hicks his job back without loss of seniority or other rights or privileges and we will pay him for any loss of pay he may have suffered since we fired him.

### TRIAL EXAMINER'S DECISION

#### STATEMENT OF THE CASE

JOHN F. FUNKE, Trial Examiner. Upon a charge filed March 27, 1967,<sup>1</sup> by Karl Duane Hicks, herein Hicks, against Alterman Transport Lines, Inc., herein Alterman or the Respondent, the General Counsel issued complaint alleging Respondent violated Section 8(a)(3) and (1) of the Act by discharging Hicks on March 24. The General Counsel amended his complaint on June 20 to expand his allegations as to the jurisdictional issue. The answer of the Respondent set forth affirmative defenses and denied the commission of any unfair labor practices.

This proceeding, with the General Counsel and Respondent represented was heard before me at Tampa, Florida, on August 22, 1967. After the conclusion of the hearing the General Counsel submitted a brief but clarifying statement in support of his theory of the case. (G.C. Exh. 3.)<sup>2</sup>

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

#### FINDINGS AND CONCLUSIONS

##### I. THE BUSINESS OF RESPONDENT

Respondent is a Florida corporation having its principal place of business at Miami, Florida, where it is engaged in motor freight transportation. It operates terminals at several cities in Florida, including the Tampa terminal, the one involved in this proceeding. It also has terminals in cities outside of the State of Florida and during a representative year Respondent will derive revenues in excess of \$50,000 from interstate shipment.

Respondent is engaged in commerce within the meaning of the Act.

##### II. LABOR ORGANIZATION INVOLVED

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein the Teamsters, is a labor organization within the meaning of the Act.

<sup>1</sup> Unless otherwise noted all dates refer to 1967

<sup>2</sup> The General Counsel's motion, dated September 15, to correct the record is hereby granted

## III. THE ALLEGED UNFAIR LABOR PRACTICE

A. *The Facts*

Background testimony indicates that sometime in 1966 an organizational campaign was conducted by the Teamsters among employees of Respondent in Florida, that an informal election was held, that the Teamsters were defeated, and that as a part of the election agreement the Teamsters were to withhold from organizational activities for 1 year from the date of the election.<sup>3</sup>

The naked chronology of critical events established in the record is as follows:

Karl Duane Hicks was hired by Respondent as a dockworker in January.

On February 17 Robert Burger, director of industrial relations for Respondent, held a meeting at the Tampa terminal for the Tampa employees. Mr. Meeks, fleet manager from Miami, addressed the employees on the maintenance program and Burger spoke on the working conditions for drivers. At this meeting Burger read from parts of an article identified as having been published in the "Commercial Car Journal."<sup>4</sup> This was an anti-Teamsters article.

At this meeting Hicks interrupted Burger and both became angry. (What was said is disputed by the witnesses.)

On March 19 Hicks was promoted from dockworker to driver.

On March 21 Hicks was making a delivery to a restaurant known as the Golden Triangle. The parking places were filled so Hicks pulled up under the canopy leading to the entrance. The truck knocked out at least two lights under the canopy.

As a result of this accident Hicks was, on March 22, demoted to dockworker.

On March 24 he was terminated.

Testimony as to what was said at the meeting conducted by Meeks and Burger on February 17 is in conflict. Hicks testified that Burger, admittedly opposed to the Teamsters and their threat of reorganizing the employees at the end of the "truce year," reminded the employees that Hoffa was in jail and that their dues would be used to get him out; that the Teamsters would organize the men from terminal to terminal; that the Teamsters would brainwash them; and that he (Burger) had proof that the Teamsters had contracts with employers under which the men received less than they had before the contracts were made. Hicks then spoke up and said he was for the Teamsters and that the Respondent was itself brainwashing the men. Burger then told him he was not lying "like

they will" and when Hicks replied that he did not know Burger told him, "If you don't like anything I say here, there is the door, you can get out any time you want."

Immediately following the meeting Hicks went back and asked Burger "why he got mad at me at the meeting" and also asked him if he had any contracts to show employees at other companies received less pay after joining the Teamsters. Burger told him he would let him see them on Wednesday but Hicks never saw the contracts.

Homer Beckner testified that he was employed by Respondent as terminal manager at Tampa until March 17, 1967.<sup>5</sup> In February he posted a notice of the meeting to be held on February 17 and also notified the employees individually. It was held in the morning and both Meeks and Burger spoke. According to Beckner, Burger spoke of the benefits the employees were receiving and then mentioned that the union question would be coming up again. He spoke of the trial and conviction of Hoffa and strongly opposed the Teamsters. When Burger asked for questions at the end of his speech Hicks spoke up<sup>6</sup> and Burger told him he did not have to listen but could leave the room. Beckner testified that both Burger and Hicks appeared angry when he (Beckner) left the room to answer a telephone call. Shortly after the meeting Burger and Beckner had a conversation in which Burger told Beckner that Hicks was a troublemaker and to get rid of him. Beckner then informed Burger that Hicks was one of the best dockworkers he had and that he was next in line for city driver.

Gustavo Vasquez, employed as a dockworker, also attended the February 17 meeting and generally substantiated the testimony of Hicks and Beckner that Burger's speech was antiunion and that Burger and Hicks exchanged words toward the end of the meeting. Vasquez did testify that Hicks' "interruption" came after Burger had concluded his speech.<sup>7</sup>

Robert Burger testified that a meeting of employees was called for the Tampa terminal on February 17, that Meeks discussed the maintenance program and that he discussed personnel changes. He also said he had an article with him from the Commercial Car Journal and that he read from parts of it at the meeting. Hicks interrupted his speech and said, "I don't have to listen to that crap; you sound like a union organizer." Burger told Hicks he did not have to listen, he could go back to work. Other employees asked questions at the conclusion of the speech but the questions related to benefits and working conditions, not to the Teamsters. After the meeting Hicks came to him and

<sup>3</sup> The agreement was not offered in evidence nor was the date of the election fixed.

<sup>4</sup> Resp. Exh D

<sup>5</sup> Beckner appeared as a witness for the General Counsel. He admitted that at the time he left Alterman there was a dispute concerning the amount of pay due him.

<sup>6</sup> According to Beckner, Hicks asked Burger why the men should believe him any more than they should believe the Union.

<sup>7</sup> James Mullis, called by the General Counsel and an employee of Alterman, testified that Hicks interrupted Burger before he had finished his speech to tell him that the Union had as much right to talk to the men as Burger did.

asked him why he (Burger) had gotten "mad" at him. Burger denied being "mad" but told Hicks it was rude to interrupt him. Burger admitted that later he asked Beckner who Hicks was and told Beckner he sounded like a troublemaker. He testified that he thought Hicks was emotionally unstable because he could not contain himself but had interrupted him (Burger) when he knew there would be a question and answer period following the meeting. Burger also expressed his displeasure that Hicks was wearing a goatee and mustache and told Beckner to keep an eye on him. (None of the other employees wore either a goatee or mustache.) Burger denied that Hicks told him he was in favor of the Union and also denied telling Beckner to get rid of him. Burger had full authority to fire Hicks (Beckner did not) and could have gotten rid of him himself.

Certain facts are without substantial contradiction. Burger's speech on February 7 was definitely anti-Teamsters, he was interrupted by Hicks and both became angry,<sup>8</sup> and there was further discussion between the two after the meeting. As to what Hicks said I must credit the testimony of Burger that Hicks never told him that he was in favor of the Union and that the gist of Hicks' remarks was that Alterman was no better than the Union in its propagandizing tactics.<sup>9</sup> I do not credit the testimony of Burger that Hicks told him he did not have to listen to such "crap."<sup>10</sup> I credit Burger's testimony that he did not tell Beckner to get rid of Hicks.<sup>11</sup>

On March 19 Hicks was promoted from dockworker to driver by Beckner on the recommendation of Frank Walker, dockworker foreman. This promotion was approved by Miami. (Resp. Exh. C.) Hicks had been driving when needed during the previous 2 weeks.

On March 21 Hicks was directed to make a delivery to a restaurant named the Golden Triangle. His testimony as to what happened reads:

Yes, sir. On March 21, I had a bill—I was on a truck, I had a bill with me—had Golden Triangle on it but had no street address. I called the office and talked to Harry Strickland who was the office manager, asked him for the address. He gave me an address of the Golden Triangle at 8001 East Broadway. I went to this address and there was a parking lot there, and there was cars parked in the parking lot. I had to pull

under a canopy or overhang, or what you want to call it, and there were two Neon lights up there hanging from the bottom of the roof, or ceiling, what you call it. I pulled under there and knocked them down. I got out of the truck, I looked at them and I started going inside the bar, and this lady that was tending bar—I supposed she was tending bar—she came out and asked me what address I was looking for and I showed her what I had on my ticket. She said the stuff was not for her. We went inside and I called the office, talked to Mr. Strickland, and he put Mr. Beckner on the phone; Mr. Beckner told Strickland to take it again because he had to make out the accident report. I told Mr. Strickland what happened. I asked him for the right address, which he gave me; and he talked to the lady there at the bar.

He notified Beckner of the accident and the next day filed an accident report with Strickland, the office manager. On Friday, March 24, which was payday, Beckner told him that a Mr. Kerr from the Miami office wanted to see him.<sup>12</sup> Hicks waited for Kerr and Beckner later came out and told him Kerr was busy and asked him into his office. There he told Hicks that accidents were costing Alterman too much money, that the Golden Triangle was threatening to sue "them" and that Miami had told him to terminate Hicks. He was given two checks and left. He and his brother drove to the Golden Triangle where they talked to the manager, Barney Kelley. Kelley told them he had no intention to sue but that the barmaid may have told Beckner this was his intention.<sup>13</sup>

Henry J. Singleton, owner of the premises on which the Golden Triangle was located, and Barney Kelley, the lessee, both testified that they sought no damages from Alterman and none were received.

Certain testimony with respect to the past practices of Alterman was elicited. Robert Norden, employed by Alterman as driver from 1962 to 1965, testified that during his employment he had about four accidents, some of which were chargeable and some were not.<sup>14</sup> As discipline for the chargeable accidents he was put on the dock for 9 or 10 months. (The record does not reveal the extent of damage involved in Norden's accidents.)

Beckner testified that during the time he worked for Alterman (from March 1966 until March 17, 1967) no driver was ever discharged as the result of

<sup>8</sup> I credit Burger's testimony that Hicks interrupted the speech and did not wait for the question and answer period. This is corroborated by Mullis, a witness for the General Counsel, and the testimony of other witnesses was uncertain on this point. Burger's testimony on this point was emphatic.

<sup>9</sup> This testimony is corroborated in substance by that of employees Vasquez and Mullis, both called by the General Counsel.

<sup>10</sup> Further resolving the credibility issues I do not find that Hicks told Burger he did not have to listen to his "crap." None of the other witnesses testified to the use of such language and Beckner specifically denied hearing Hicks make the remark. I believe that the use of such language to an important supervisor at a formal meeting of the employees would have remained within their memories.

<sup>11</sup> As Burger stated there was no need for him to give such a direction to Beckner. Apart from this there is the uncontradicted fact that Hicks not only remained in the employ of the Respondent for another month but was promoted during that period.

<sup>12</sup> Kerr at that time was terminal coordinator for Alterman. He subsequently resigned from their employ after a dispute and was not called by either party as a witness, presumably because of unavailability.

<sup>13</sup> Hicks testified that while he and his brother were talking to Kelley an "estimator" arrived from Alterman but his testimony as to what transpired is too obscure to permit a finding.

<sup>14</sup> A chargeable accident was one in which the responsibility was, after investigation, fixed upon the driver.

a single accident. During that period a driver named Criss had a rear-end collision accident, chargeable to Criss. The damage amounted to about \$35, Criss was not discharged, and whether any disciplinary action was taken against him is not revealed. Johnny Cloud, another driver, chipped a mirror on another car and was not discharged.

Bruno Stein, director of personnel and safety, testified to the general safety policy of Alterman and its efforts to reduce its accident rate. Regarding the Hicks accident, Stein testified as follows:

When we received information in Miami that this accident had occurred, it was my responsibility as safety director to obtain whatever facts were available to try to determine the cause of this accident. I had conversation with Mr. Beckner, and as a result of the discussion with Mr. Beckner, I came to the conclusion that there was an error in judgment and that there was an emotional factor which would have been emotional immaturity or emotional instability, I am not in a position to say, but the fact remains that as a result of my general discussion with Mr. Beckner, the matter of attitude which reflects in emotional stability was reported on the recommendation for termination.

Following Stein's discussion of the accident with Beckner he recommended that Hicks be removed from active driving until further notice and prepared a notice which was placed in Hicks' file. (Resp. Exh. G.)

Following this discussion with Beckner and the recommendation to return Hicks to the docks Stein had a second conversation with Beckner and recommended that he be terminated. He stated the accident was not the sole reason and his testimony reads:

I also took into consideration the matter as stated before, that Mr. Beckner had indicated this man's attitude was not as it should be towards safety, and also had to look at it from the viewpoint of personnel; this man had not been with us very long, he had not demonstrated any professional experience as a driver, that in view of this comment on attitude by the terminal manager—in view of the fact he had an error in judgment—I saw no justification to continue him in a situation which in the beginning didn't indicate he would make a professional driver. From past experience, we have found that employees in a driving capacity who have accidents, where there is a question of emotional stability or maturity plus lack of judgment, in the beginning of their work experience, invariably become involved in major accidents if allowed to continue.

These discussions with Beckner were, according to Stein, related to Burger. Stein had heard "in a general way" that Hicks and some others had spoken up at Burger's meeting but stated that this

played no part in his decision which as concurred in by both Burger and Kerr, terminal coordinator.

Burger, after testifying to the Respondent's policy of promoting dockworkers to drivers, then testified that in February Respondent's annual financial report showed that it had netted only \$33,000 from \$12 million in revenue. He was informed by Respondent's president that the operating ratio was bad, that personnel cuts would be made throughout the system, and that there would be no extra fat "laying around."

As to Hicks, Burger testified that he approved the promotion on March 19 although he identified Hicks as the employee who spoke up at the February meeting. Burger accepted the responsibility for the discharge of Hicks. He gave his reasons as follows:

Q. (By Mr. Alley) I want you to tell the Trial Examiner the basis of the termination of Mr. Hicks.

A. Well, the basis of the termination of Mr. Hicks was the fact that I reviewed all of the documents that you have before me, primarily A, which is the application for employment; B, which is the P-15, payroll record, which shows that he was hired; C, which is the payroll record that shows his promotion from a dock worker to a driver; E, which is an accident report; and G, which is Mr. Stein's statement that was in the personnel folder

TRIAL EXAMINER: Let me see G

THE WITNESS: Upon reading all of these and listening to the driver trainer and Mr. Stein's statements as to what took place and reviewing them, I was inclined to agree with his recommendation and the driver trainer's, we didn't believe this man had much of a future with the company, and authorized the termination. I might add that there was another item that was in my mind at the time, and that was the economic factor approaching the slower part of the season and trying to do without one extra employee.

Q. (By Mr. Alley) All right, sir. What consideration did you give to the fact that the Safety Department had recommended that this man not be permitted to drive, if any?

A. Well, the fact that if he wasn't going to be able to drive he would be stymied as a dock worker, and if he was going to be a permanent dock worker, he would have to take a cut in pay. And I just don't believe in demoting a person unless it is strictly voluntary because I haven't found any place yet where a man is happy working for a lower rate of pay once he has had a higher rate of pay. The same thing goes for these positions. If a man is supervisor of a department or can't perform, you have usually lost him as an employee; you can't demote him and get a satisfactory effort out of him.

This summarizes the testimony which has any substantial relevance to the issue.

### B. Conclusions

The decision here, as it must in so many cases involving alleged violations of Section 8(a)(1) and (3) of the Act, will rest upon testimony which is confused and contradictory. The correctness of the decision in such cases will inevitably and unfortunately too often depend upon sheer chance.

Turning to the case at hand there are persuasive arguments on both sides. It is admitted that Burger was angered at Hicks' interruption of his speech and that he did not approve of the goatee and mustache Hicks was wearing at that time, a feeling which might not be uncommon in the trucking industry. There is also the fact that Burger was antiunion and that Hicks, had he not been pronion, would hardly have interrupted the speech.<sup>15</sup> It is safe to assume Hicks' pronion stand did nothing to assuage Burger's feelings at the time. The next thing that occurred to Hicks was his promotion, hardly to be construed as an act of discrimination. It is true that the promotion originated in Tampa but it is also true that it was approved in Miami, that Burger knew of it and did nothing to block it.<sup>16</sup>

Hicks' fault in the accident at the Golden Triangle was admitted and no claim has been made by the General Counsel that his reduction to dockworker was discriminatory. The stress which Respondent placed upon this accident in terminating Hicks provokes an alert. The damage was so minimal that the Golden Triangle made no effort to collect and while the barmaid may have told Beckner or Strickland that it would it is unlikely that the barmaid's opinion would be considered as a threat of a suit by the Golden Triangle. It is to be remembered that Hicks reported the accident promptly and did nothing to absolve himself of blame. At this point then, we have nothing except a minor accident with no damage to Respondent's truck and no threat to collect damages from either the owner or lessee of the premises. Such minor accidents are generally treated as routine where the operation of constantly moving vehicles is concerned. Despite the absence of any claim for damages Respondent asserts that it was at this time trying to reduce its accident ratio and accident costs, and that this influenced its decision to release Hicks. I cannot accept the theory that this type of accident would have any impact on either effort. Stein, the safety director, testified that he "evalu-

ated" the emotional stability of Hicks through discussions with Beckner after the accident and came to an adverse conclusion as to Hicks' ability to drive.<sup>17</sup> As a result of these discussions and those with Burger, Burger decided to discharge Hicks although he had already been taken off driving. Here again Burger's explanation that he did not want to continue a driver as a dockworker at reduced pay seems porous. Norden testified that he had spent 9 to 10 months on the dock as a result of accidents so that it is clear that no fixed company policy existed. Burger's testimony that the financial situation of Alterman required personnel reductions wherever possible is equally suspect. The discharge of one driver would have little effect on a company whose gross revenues were \$12 million annually. There is testimony by Beckner to the effect that the men were forced to work long hours to such an extent that part-time employees were used. There is no evidence that a reduction force policy was either in effect or contemplated.

The question remains as to the true motive for the termination of Hicks for a company need give no reason for the discharge of an employee. The General Counsel must establish that the motive was discriminatory—so much is axiomatic. While the issue is certainly pregnant with doubt, I believe the General Counsel has sustained his burden. This is based on the discrediting of Respondent's asserted reasons for discharge, its open hostility toward the Teamsters, and Hicks' open stand identifying himself as at least sympathetic toward the Teamsters.<sup>18</sup>

It is true that Respondent's promotion of Hicks, approved at Miami, is inconsistent with a finding of discrimination. The answer to that is, and it is not the best in the world, that at the time of the promotion it had no excuse for blocking the promotion. Two days later the accident provided the necessary pretext for discharge. This decision need not be belabored by further argument. There is only so much testimony and no decision will be strengthened by exaggerating its implications.

It is my conclusion that the reasonable inferences to be drawn from the facts and testimony support the General Counsel's case.

#### IV. THE REMEDY

Having found the Respondent engaged in and is engaging in a certain unfair labor practice, I shall recommend that it cease and desist from the same and take certain affirmative action designed to effectuate the policies of the Act

<sup>15</sup> An employee who was not pronion would have no reason to interrupt such a speech. One of the few safe conclusions to be drawn herein is that Hicks identified himself as pronion in the mind of Burger by his conduct during and following the speech.

<sup>16</sup> Note should also be made of the fact that Beckner, when Burger complained of Hicks, told him that Hicks was one of his best workers and was next in line for promotion. Burger made no comment. The inference I draw is that even on the 17th he had an open mind on Hicks as to his work.

<sup>17</sup> Stein's testimony indicates that he "evaluated" Hicks upon receipt of

Beckner's report of the accident and then, within a day or two, reevaluated Hicks and recommended his discharge.

<sup>18</sup> Reliance is also placed on the inconsistency in Respondent's action in returning Hicks to the docks as a result of the action and then discharging him 2 days later because of his asserted lack of qualifications as a driver. I have already found the Respondent had no policy of not retaining an employee in a reduced status. Beckner testified that Hicks seemed concerned about his job after the accident and after his demotion and was willing to accept a return to status as a dockworker.

Having found that Respondent unlawfully discharged Karl Duane Hicks because of his union or other concerted activity and in order to discourage membership in a labor organization, I shall recommend that Respondent offer him full and immediate reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges and make him whole for any loss of pay he may have suffered by reason of the discrimination practiced against him. Backpay shall be computed in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716.

Because only a single violation of the Act has been found, and because the evidence to support that violation is far from overwhelming, the broad cease-and-desist order usually recommended in remedying violations of Section 8(a)(3) will not be recommended herein.

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

#### CONCLUSIONS OF LAW

1. By discharging Karl Duane Hicks because of his union or other concerted activity and in order to discourage membership in or action on behalf of the Teamsters, Respondent has violated Section 8(a)(3) and (1) of the Act.

2. The aforesaid unfair labor practice is an unfair labor practice within the meaning of Section 2(6) and (7) of the Act.

#### RECOMMENDED ORDER

It is hereby recommended that Alterman Transport Lines, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discriminating against any employee in regard to his hire or other term or condition of employment to discourage membership in the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, by discharging him.

(b) Discharging any employee for engaging in union or concerted activity for mutual aid and protection guaranteed to him by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer Karl Duane Hicks full and immediate reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges and make him whole for any loss of pay or other monetary loss he may have suffered by reason of the discrimination practiced against him in the manner set forth in that part of this Decision entitled "The Remedy."

(b) Notify Karl Duane Hicks 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, as amended, after discharge from the Armed Forces.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Recommended Order.

(d) Post at its terminal at Tampa, Florida, copies of the attached notice marked "Appendix."<sup>19</sup> Copies of said notice, on forms provided by the Regional Director for Region 12, after being duly signed by the Respondent's representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 12, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.<sup>20</sup>

<sup>19</sup> In the event that 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. In the further event that the Board's Order is 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."

<sup>20</sup> In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 12, 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 discharge any employee to discourage membership in the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

WE WILL NOT discharge any employee because he has engaged in union activity or other concerted activity protected by Section 7 of the Act.

WE WILL offer Karl Duane Hicks his job back with loss of seniority or other rights or privileges and we will pay him for any loss of pay he may have suffered since we fired him.

DECISIONS OF NATIONAL LABOR RELATIONS BOARD

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

ALTERMAN TRANSPORT  
LINES, 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, 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, Room 706, Federal Office Building, 500 Zack Street, Tampa, Florida 33602, Telephone 228-7257.