

A. J. Krajewski Manufacturing Co., Inc. and United Steelworkers of America, AFL-CIO, Petitioner.
Cases 1-CA-5666 and 1-RC-9085

September 20, 1968

DECISION AND ORDER

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

On August 9, 1967, Trial Examiner C. W. Whittemore 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. The Trial Examiner further found merit in certain objections to the election conducted on September 9, 1966, and recommended that the election be set aside, that the petition in Case 1-RC-9085 be dismissed, and that all proceedings in connection therewith be vacated. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief. The General Counsel filed cross-exceptions to the Trial Examiner's Decision and a supporting argument. The Charging Party also filed cross-exceptions and a brief in answer to the Respondent's exceptions and in support of the Trial Examiner's Decision.

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, Respondent's exceptions, brief, and answering brief, the Charging Party's cross-exceptions and brief, the General Counsel's cross-exceptions and briefs, 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 adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that the Respondent, A. J. Krajewski Manufacturing Co., Inc., Cranston, Rhode Island, its officers, agents, successors, and assigns, shall take the

action set forth in the Trial Examiner's Recommended Order.¹

IT IS FURTHER ORDERED that the petition for certification of representative filed in Case 1-RC-9085 be, and it hereby is, dismissed, and that all prior proceedings held thereunder be, and they hereby are, vacated.

¹ Delete from par. 2(e) of the Trial Examiner's Recommended Order that part thereof which reads "to be furnished" and substitute therefor "on forms provided . . ."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

C. W. WHITTEMORE, Trial Examiner: Upon charges filed by the Steelworkers in Case 1-CA-5666 and upon an order of the National Labor Relations Board that a hearing be held to resolve certain issues raised by the Steelworkers objections in Case 1-RC-9085, the General Counsel on February 17, 1967, issued an order consolidating the two cases, a complaint, and a notice of hearing. A hearing was held in Providence, Rhode Island, on March 21, 22, and 23 and April 25, 1967, before me.

The complaint alleges and the Respondent's answer denies that the Respondent has violated Section 8(a)(1), (3), and (5) of the Act.

All parties were represented by counsel, and each counsel named above has filed a brief. Attached to the brief of General Counsel was a "Motion to Correct Transcript." Service upon other parties has been shown. No objections having been received, said motion is granted and made a part of this record, and it is ordered that the transcript be corrected accordingly.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT-EMPLOYER

A. J. Krajewski Manufacturing Co., Inc., is a Rhode Island corporation, with principal office and place of business in Cranston, Rhode Island, where it is engaged in the manufacture, sale, and distribution of moulded plastics and related products.

During the year preceding issuance of the complaint the Respondent purchased directly from points outside Rhode Island materials valued at more than \$50,000, and shipped directly to points outside Rhode Island products valued at more than \$50,000.

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

II. THE LABOR ORGANIZATION INVOLVED

United Steelworkers of America, AFL-CIO, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. Background and Chief Issues

Of the two chief unfair labor practices alleged by the complaint: an unlawful discharge and a *Bernel Foam* refusal to bargain,¹ each is revealed by the evidence to have a single individual as the leading character: employee Michael Andreoli.

It was Andreoli who initiated, in June 1966, the employees' efforts to organize and who personally obtained signatures to most of the Union's authorization cards submitted to the Regional Office of the Board in support of the petition for certification in Case 1-RC-9085. And it was Andreoli who was summarily discharged on August 24, 1966, shortly after the employer had agreed to a consent election—it having on the preceding July 14 refused to bargain with the Union despite the latter's demand and offer to prove its majority through a card check by a Government representative.

The election was held on September 14, after Andreoli was refused reinstatement, and the Union lost by a substantial margin.

It is General Counsel's contention that Andreoli was discharged to discourage union adherence and to defeat it at the election. When fired the employee was told that he would receive a letter from the company counsel giving the reasons for the action, but no such letter was ever received or sent. No affirmative reason for the discharge was urged in the Respondent's answer to the complaint.

The Union filed timely objections to the Employer's conduct affecting the results of the election, including the discharge of Andreoli. On October 26, 1966, the Regional Director found that the objections lacked merit and recommended that they be overruled. The Union filed exceptions, and on February 9, 1967, the Board reversed the Regional Director and ordered a hearing on certain of the objections, including the discharge of Andreoli. This hearing was to be consolidated with the hearing in Case 1-CA-5666.

In quick summary, the issues to be resolved here and which are raised both by the complaint and the objections (as directed by the Board for hearing) are: whether (1) Andreoli was discharged because of his union activities and to defeat the Union at the election; (2) the Union represented a majority

of the employees when recognition was requested on July 11, 1966; (3) the Respondent violated Section 8(a)(5) of the Act by refusing to bargain with the Union; and (4) by the discharge, by the refusal to bargain, and by other conduct the Respondent violated Section 8(a)(1) of the Act.

B. The Discharge of Andreoli

1. Relevant facts

Although Andreoli worked for the Respondent only about a year when summarily discharged, the evidence is clear and undisputed that shortly after his hiring, and continuing until he became the leader in union organization, he was regarded by the Employer as a highly satisfactory employee. About 2 weeks after being employed, he was promoted to "floorman," and given a raise. Some 3 months later he was again promoted, this time to foreman of the first shift, replacing the regular foreman who took over the third shift. He was again given a raise, this time a fairly substantial one. He remained foreman for about 6 weeks, until the regular foreman returned from the third shift. Andreoli retained his foreman's pay, however, upon resuming his floorman's work, and from February to April 1966, the Employer paid for special schooling he received. And in June 1966, he again received another raise, larger than either of the preceding increases.

In June he telephoned to and arranged to meet with Sidney Larson, a staff representative of the Union. After informing Larson that some of the employees were interested in joining, Andreoli was given a quantity of authorization cards. During the last week of that month he returned 33 signed cards to the union representative. Of these 33 he personally solicited the signatures from about 25 employees.

The foregoing facts warrant the factual finding, here made, that Andreoli was the leader of the organizational movement in the plant in June 1966.

A. J. Krajewski, the Employer, who testified that it was his decision to fire Andreoli, did not deny having knowledge of this employee's leadership in organizing. Affirmative evidence warranting the conclusion that the Respondent was well aware of such activity will be discussed in the next subsection.

During the second week in July, as found more particularly in another section, the Union claimed majority status and the Employer refused recognition.

No action against Andreoli was taken, however, until a few days after the Regional Director, on August 12, approved the election agreement setting the date for balloting as September 14. According to General Manager Slemmon, he had been in-

¹ *Bernel Foam Products Co., Inc.*, 146 NLRB 1277

structed by "our company attorney" to take no "disciplinary action" without consulting him.

On August 17, Slemon gave Andreoli a written warning concerning a minor incident occurring the day before. So far as the record shows this was the first reprimand, written or oral, ever received by this employee. And also, so far as the record shows, only one other written warning was ever given to any other employee. One Edward Deignan received a warning letter on July 22, which also was after the Union's demand had been made. It is significant that Deignan aided Andreoli in distributing union cards and obtaining signatures.

Despite Slemon's testimony that the "company counsel" had advised that he be consulted before disciplinary action was taken, 1 week after Andreoli was given the written reprimand by the general manager he was summoned to the office, handed his final check by Krajewski, and told he was through at the end of his shift. As a witness Krajewski admitted that he had taken this precipitate action before consulting the attorney, explaining that he had been unable to reach him by telephone.

When Andreoli repeatedly asked why he was being fired, Krajewski merely told him that in his opinion he was not a good moulding machine operator and said he would get a letter from his attorney.

No letter was ever sent or given to Andreoli by the attorney. No affirmative reason for the discharge appears in the answer filed by the attorney. And the attorney flatly repudiated, at the hearing, the one reason given the employee at the time of the discharge. He declared: "Andreoli was not discharged because of the quality of his work."

Andreoli has not been reinstated, despite efforts on his behalf by the union representatives.

At the hearing Krajewski testified as to only one reason for the discharge, different from that given at the time of the dismissal. It will be discussed below.

2. Conclusions as to the discharge

In the opinion of the Trial Examiner the above facts plainly warrant the conclusion that General Counsel established a *prima facie* case. More than a reasonable doubt must be attached to any claim now made by the Respondent as to its motive for the discharge when, as is undisputed, (1) the single reason told the employee is denied by its own attorney, and (2) the promise to have a letter sent was not kept. Under such circumstances the way is open to infer that Andreoli, the union leader, was fired to discourage union membership and to defeat the Union at the impending election.

² Slemon admitted the occasion, but denied making this remark. Having observed both witnesses as they testified, the Trial Examiner does not credit the denial.

The Trial Examiner finds that the preponderance of credible evidence leads to the conclusion, here made, that the Respondent well knew of, or at least suspected, Andreoli's leadership in the organizational movement before his sudden discharge.

Direct evidence is in the credible testimony of Robert Bost, an employee of another company which had its operations on the same premises. Bost, a wholly disinterested witness, testified that on August 17 Slemon told him that they "had suspected Mike of being involved in the Union."²

Direct evidence is also in the reluctant admission of Walter McDonald, head of the concern by which Bost was employed, that at some date he was told by Krajewski "he was beginning to suspect that maybe Mike has something to do with . . . this disturbance in the plant."³

Indirect evidence is revealed by the fact, above noted, that so far as the record shows only Andreoli and one other employee, who also had distributed union cards, ever received written "warnings."

It appears that the Respondent has floundered in more than one forum in voicing reasons for this discharge. According to an official report of the "Adjudication Manager," one P. E. Simmons, of the "Rhode Island Department of Employment Security," Andreoli's claim for unemployment benefits was refused on the ground that "Employer information reveals the claimant's employment was terminated because of his absence from his work area without permission and for questioning a company customer regarding the operation of the plant on a holiday, 8/14/66."

Just what this "employer information" consisted of, if anything, is not revealed. The adequacy of the department's investigation is not material here, only the claims the Respondent is said to have presented to it.

In any event, at the hearing in this case, and under oath, Krajewski claimed neither "absence from work area" nor "questioning a company customer" as the reason for the sudden action.

The Trial Examiner has searched the record carefully but finds nothing in either the testimony of Krajewski or Slemon regarding any incident of "absence from work area," and certainly no claim that it was a cause of discharge, as it apparently was before the Rhode Island Department. As to the "questioning," this was the minor subject of Slemon's warning letter of a week earlier, referred to above. Obviously if it had been at all serious, Andreoli would have been discharged at the time. And whatever the employer told the Rhode Island Department, evidence under oath reveals that the "customer" turned out to be no "customer" at all—but an employee like Andreoli himself. And the questioning consisted merely of asking who had worked in the plant during a state holiday.

³ General Counsel correctly, the Trial Examiner believes, points out that MacDonald's use of the present tense "has" indicated that the statement was made *before* the discharge, not after, when Andreoli was no longer em-

For whatever the reason, at this hearing the Respondent abandoned not only the reason given Andreoli for the discharge, but also the reasons apparently given the Rhode Island Department. Krajewski came up with a new reason, and only one. He claimed that earlier in the day of August 24 he had been informed by Slemon that a foreman, one White, had told him that he had been told by his wife, also an employee, that some days earlier Andreoli had made a vulgar remark to her—considering this “serious” the Employer promptly decided to fire Andreoli. He made not the slightest effort to check any of this or fourth degree hearsay. Just why, having been advised by his counsel to consult him first—or so he claims, Krajewski suddenly fired a valued employee without some investigation is explained only by his contention that he thought it “serious.” The obvious question proposes itself: since he said he thought it “serious” why did he not so inform the unemployment department, even if he did not care to accuse Andreoli directly?

So far as the record shows, the first time any management representative asked Mrs. White about the matter was when the “company counsel” obtained an affidavit from her on October 24, 1966, precisely 2 months *after* the discharge.

As to the fact of the incident, of course, only Mrs. White and Andreoli would know when it occurred, if at all, and what was said by each. Andreoli admitted having had arguments with her, when each had used vulgar language to the other, but denied that any such exchange occurred within 2 weeks before his discharge. Mrs. White admitted that “I don’t know exactly when” it took place, and also admitted that she “swore” at Andreoli after he “hollered” at her for coming back late from her break. Apparently it was then that Andreoli used a vulgar expression—an expression which Mrs. White candidly admitted that she could not say but that she herself had used—a fact corroborated by her own husband.

There are a number of inconsistencies about the report.

Despite a number of questions unanswered by any credible witness but arising from consideration of Mrs. White’s account of this minor incident itself and who told what about it when, the Trial Examiner cannot adopt General Counsel’s contention in his brief that the “swearing episode was a complete fabrication by White,” although the circumstances lend some support to that position. The real question, of course, is whether or not Krajewski’s acceptance of Slemon’s report to him provided the actual motive for his sudden action, so contrary to advice he says he had from his attorney. The fact that he made not the slightest investigation of the truth of the hearsay report casts serious

doubt upon the Employer’s claim that this was the one motive. And since Foreman White had reported that the incident had taken place several days before, it is plain that there was no immediacy for the action.

The Trial Examiner concludes and finds that Krajewski used the hearsay report given him by Slemon as a mere pretext, and that the real reason was to discourage union adherence, particularly at the impending election, by ridding the plant of its known union leader.⁴

C. Surveillance

Both the complaint and an objection filed by the Union allege that through a supervisor the Respondent engaged in unlawful surveillance or created the impression of surveillance.

There is no dispute of the fact that about 2 weeks before his discharge Andreoli saw two supervisors inspecting his locker at the plant, where he had kept a supply of union authorization cards until he turned them over to the union representative. Nor is there dispute as to the fact that the two supervisors, White and Feuti, were actually inspecting the locker without Andreoli’s permission. White has previously been identified as the foreman who testified that he had told Slemon about a vulgar remark made to his wife by Andreoli.

According to Feuti, a company witness not involved in any other incident, White asked him to “look at a locker.” There was a key in it, he said, when White showed it to him. White also pointed out to him, he said, “three pairs of cutters there.” He further said that White told him he did not know whose locker it was, and he, himself, did not. Feuti, despite the fact that he was general foreman that morning, and despite his claim that employees “shouldn’t have that many” cutters, did nothing about it. Nor did White.

Foreman White admitted that Andreoli told him he had no business going through his locker. And Slemon testified that Andreoli later came to him and protested White’s action, and that he then reprimanded the foreman.

Although this incident might have small significance were it isolated, the Trial Examiner cannot ignore contemporary events, such as Slemon’s written warning to Andreoli a few days later and his admission to Bost that the employee was suspected of union activities. Whether White acted independently or in collusion with Slemon, and whether White placed the cutters in the locker or not, are immaterial speculations.

The reasonable effect of the search of Andreoli’s locker was to give the impression of surveillance of a known union leader, and it is so concluded and found. Such action interfered with, restrained, and

⁴ Since Krajewski claimed but a single reason for the discharge at this hearing, it appears unnecessary to set out in detail here the claims he is supposed to have made to the unemployment department. No evidence was of-

ferred regarding the employee’s being away from his work station. The questioning of a “customer,” as noted above, was shown to have been a natural question of one employee to another, *not* to a customer.

coerced employees in the exercise of rights guaranteed by Section 7 of the Act.

D. *The Refusal To Bargain*

The Issues

There is no dispute that the Respondent refused to bargain at the time of the Union's demand and offer to prove its majority status by card check. Nor is there dispute as to the appropriate unit within which the Union claimed majority. It is:

All production and maintenance employees of the Respondent employed at its Cranston, Rhode Island, plant, including shipping and receiving employees, but excluding office clerical employees, professional employees and all supervisors as defined by the Act.

In view of the foregoing findings as to the unlawful discharge of Andreoli and creation of the impression of unlawful surveillance, during pendency of the election and for the purpose of defeating the Union at the election, the sole issue remaining is whether or not at the time of the demand the Union in fact represented a majority of the employees in the appropriate unit.

It is plain that the Respondent in bad faith refused, in its letter of July 14, to accede to the Union's request that it be permitted to prove its majority by an impartial card check. The letter claimed that "the company is aware that such cards, if executed, are signed for various reasons or for no reason at all" and then listed a number of reasons other than authorization as bargaining agent. Yet at the hearing the Respondent offered not the slightest evidence of such awareness. There is evidence that after the election was held, and shortly before the hearing, the company attorney interrogated a number of employees under circumstances indicating that he hoped he could get some of them to say they had signed only to get an election.

While the Board and the courts have not disapproved such interrogation in preparation for a hearing of this nature, the question of weight to be accorded an employee's answers, especially when not given under oath, must be considered, the Trial Examiner believes. Particularly is this so, it would seem, in cases like this one, where the Employer has taken unlawful action to demonstrate his opposition to the exercise of Section 7 rights.

As previously noted, by letter of July 14 the Respondent refused to recognize and bargain with the Union. It concedes receiving the Union's written demand on July 13. This is the critical date, then, for determining majority status.

The payroll list for July 13, 1966, submitted by the Respondent, contained 58 names of employees in the unit. By agreement of the parties at the hearing, the first name on the list was stricken, leaving a total of 57.

It is General Counsel's contention that three employees listed should be excluded from the unit because they had only temporary status. They are: Lohman, Jacobs, and Chin. The dates and terms of their employment were stipulated. The evidence shows that all three were students and seasonal employees. It is therefore concluded that their names should be excluded from the list, leaving a total of 54. (See *Sandy's Stores, Inc.*, 163 NLRB 728.)

It is also General Counsel's claim that one name, not on the list as submitted, should be added: that of Mary Pipher. It appears that late in the afternoon of July 13 she received a wire from the Respondent telling her not to report for work at the 11:30 shift that night and that her services were terminated. Competent evidence warrants the inference and it is found that earlier that day, in the morning and before her actual dismissal, Krajewski had received the Union's demand. It is therefore concluded that she was an employee on July 13, and that her name should be added to the list, increasing the total to 55.

General Counsel placed in evidence a total of 33 signed union authorization cards, which the credible testimony of Union Representative Larson shows were received by him from Andreoli during the first week of July.

Each card bears the following text:

I hereby request and accept membership in the UNITED STEELWORKERS OF AMERICA, A F.L.-C.I.O., and of my own free will hereby authorize the United Steelworkers of America, A F.L.-C.I.O., its agents and representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment.

Although it appears that these cards were properly authenticated by Andreoli or other employees who obtained signed cards, in most cases General Counsel also called the card signer himself or herself, thus permitting vigorous cross-examination by the Respondent. Checking the cards against the payroll list reveals that 30 of them bear the signatures of employees in the unit on the critical date.

While it also appears that not all of the cards bore the date of signing before they reached the union representative, and that he inserted dates prior to their receipt by him, the Trial Examiner is satisfied and finds that all 30 of these cards were signed before the Union made its demand.

In his brief General Counsel with commendable care has set forth the evidence as to each of the 30 cards. The Trial Examiner perceives no necessity to burden this decision with the many details. Despite extensive and searching cross-examination of several of the card signers, in no instance was it convincingly established that the individual had been told that the only purpose of such cards was

to obtain an election,⁵ or that the only purpose was other than that stated plainly in the text.

It is specifically found, following review of all testimony on the point, that neither fraud nor misrepresentation nor coercion was used in obtaining signatures to these 30 cards. On the contrary, all 30 are concluded to be valid authorizations.

Since 30 is a majority of 55, it is concluded and found that on July 13, 1966, when the Respondent received the demand for recognition, the Union represented a majority of the employees in an appropriate unit and therefore was, and continued thereafter to be, the exclusive bargaining representative of all employees in that unit.

By refusing on July 14 to bargain with and recognize the Union, the Respondent further interfered with, restrained, and coerced employees in the exercise of their Section 7 rights.

IV. THE OBJECTIONS TO THE ELECTION

The unlawful conduct described above, except the refusal to bargain, occurred after the Union's petition was filed in Case 1-RC-9085 and before the election was held. Merit is therefore found in Union's Objections 1 and 9 and that part of 8 relating to the discharge of Andreoli. The Trial Examiner, however, finds no evidence in the record relating to creating "fear" of a strike, as alleged in Objection 3. But the discharge of their organizational leader was clearly a threat to other employees if they continued such activities, as alleged in Objection 9.

V. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

Upon the basis of the above findings of fact and upon the entire record the Trial Examiner makes the following

CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2(5) of the Act.

2. All production and maintenance employees of the Respondent employed at its Cranston, Rhode Island, plant including shipping and receiving employees, but excluding office clerical employees, professional employees, guards and all supervisors as defined by the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. At all times since July 13, 1966, the Union has been and continues to be the exclusive bargaining representative of employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act.

4. By refusing, on July 14, 1966, to recognize and bargain collectively with the Union as the exclusive bargaining representative of the employees in the appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

5. By discharging employee Andreoli, to discourage union membership and activity and to defeat the Union at an election, as above described, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

6. By interfering with, restraining, and coercing employees in the exercise of their statutory rights, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

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

THE REMEDY

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

It will be recommended that the Respondent offer Michael Andreoli immediate and full reinstatement to his former or substantially equivalent position, and make him whole for any loss of earnings suffered by him by reason of his unlawful discharge, his backpay to be computed in the manner set forth in *F. W. Woolworth Company* 90 NLRB 289, with interest thereon in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

It will also be recommended that the Respondent bargain collectively with the Union as the exclusive

⁵ In his brief counsel for the Respondent claims that one employee, Robert Carroll, testified that Andreoli told him the "only purpose in signing the card was to get an election in the plant, and that he thereafter signed it." The record reveals no such simple or accurate quotation. On direct examination Carroll said Andreoli said "Nothing, sir," when giving him the card, but that he took it home, read it, and several days thereafter gave it back to Andreoli. Promptly in cross-examination counsel for the Respondent asked this leading question. "Did he tell you during these conversations before you signed the card that the only purpose in signing the

card was to get an election in the plant?" Carroll replied, "Yes, he did." On redirect, however, Carroll admitted that his recollection of any such conversations was vague. Having observed this witness carefully while he testified, and noting that he is still employed, the Trial Examiner is convinced that Carroll would have agreed to anything proposed by counsel for the Company employing him. In any event, there is no question but that he read the card, before signing it, and by signing it validly authorized the Union to represent him.

bargaining representative of the employees in the appropriate unit described herein, and, if an agreement is reached, embody such agreement in a signed contract

Since it has been found that the Respondent, by its discharge of the organizing leader and by other unfair labor practices interfered with and made impossible the expression by its employees of their free choice in the election, as noted herein, it will be recommended that the election be set aside and that, in view of the order recommended below and the Board procedures, all proceedings in Case 1-RC-9085 be vacated and the petition dismissed. (See *Irving Air Chute Company, Inc.*, 149 NLRB 627.)

In view of the nature and extent of the unfair labor practices found herein, indicating the Respondent's determination to interfere with its employees' rights of self-organization and its rejection of the principle of collective bargaining, a broad cease-and-desist order will be recommended.

RECOMMENDED ORDER

Upon the basis of the above findings of facts and conclusions of law, and upon the entire record in this proceeding, it is recommended that A. J. Krajewski Manufacturing Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in United Steelworkers of America, AFL-CIO, or any other labor organization, by discriminatorily discharging any employee.

(b) Refusing to bargain with the above-named labor organization as the exclusive representative of all employees in the appropriate unit described herein

(c) Engaging in or creating the impression of engaging in surveillance to discourage membership or activity in any labor organization.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed in the Act.

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

(a) Offer to Michael Andreoli immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority and other rights and privileges, and make him whole for any loss of earnings he may have suffered as a result of its discrimination against him, in the manner provided in the section above entitled "The Remedy."

(b) Notify said Michael Andreoli, 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 Order.

(d) Recognize, and bargain collectively with United Steelworkers of America, AFL-CIO, as the exclusive representative of the employees in the appropriate unit described herein.

(e) Post at its plant in Cranston, Rhode Island, copies of the attached notice marked "Appendix."⁶ Copies of said notice, to be furnished by the Regional Director for Region 1, after being duly signed by Respondent's representative, shall be posted by it 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 Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director for Region 1, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.⁷

IT IS FURTHER RECOMMENDED, that the election held on September 14, 1966, be set aside, that all proceedings in Case 1-RC-9085 be vacated, and that the petition be dismissed.

⁶ 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."

⁷ 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 1, 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 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 engage in or create the impression of engaging in surveillance of employees to discourage union activities.

WE WILL NOT fire any employee, or otherwise discriminate against him, to discourage membership in United Steelworkers of America, AFL-CIO, or any other union.

WE WILL NOT in any other way interfere with the rights of our employees under the law, or try to force them to give up any of their lawful rights.

WE WILL offer Michael Andreoli his job back and will pay him wages lost by reason of being fired by us on August 24, 1966.

WE WILL bargain with United Steelworkers of America, AFL-CIO, whenever that Union asks us to do so, to try to work out an agreement and, if we do come to an agreement, we will sign a written contract.

All of our employees are free to become and remain, or refuse to become or remain, members of United Steelworkers of America, AFL-CIO, or any other union.

A. J. KRAJEWSKI
MANUFACTURING CO.,
INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

Note: We will notify Andreoli, 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, 20th Floor, John F. Kennedy Federal Building, Cambridge and New Sudbury Streets, Boston, Massachusetts 02203, Telephone 223-3300.