

Vernon L. Hanson d/b/a V P Company and Communications Workers of America, Local 9513, AFL-CIO. Case 31-CA-1181

June 9, 1969

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING AND JENKINS

On March 20, 1969, Trial Examiner Henry S. Sahn 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, Respondent filed exceptions to the Decision together with a supporting statement.

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 made by the Trial Examiner 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 supporting statement, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, as modified herein.¹

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 Respondent, Vernon L. Hanson d/b/a V P Company, Pasadena, California, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified:

Delete paragraph 1(a), (b), and (c), of the Recommended Order and insert the following:

"(a) Interrogating its employees concerning their membership in or activities on behalf of Communications Workers of America, Local 9513, AFL-CIO.

"(b) Discouraging membership in Communications Workers of America, Local 9513, AFL-CIO, or in any other labor organization of its

¹The Trial Examiner inadvertently failed to include in his Recommended Order the broad Sec. 8(a)(1) remedial provision which he recommended in "The Remedy" section of his Decision. We have modified the Order to include this provision.

employees, by discharging its employees, or otherwise discriminating against them in regard to their hire and tenure of employment or any term or condition of employment in violation of Section 8(a)(3) of the Act.

"(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the above-named labor organization, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities as guaranteed in Section 7 of the Act, as amended."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

HENRY S. SAHM, Trial Examiner: This proceeding, under Section 10(b) of the National Labor Relations Act, was heard in Los Angeles, California, on January 23 and 24, 1969, pursuant to due notice. The complaint, which issued on November 14, 1968, on a charge dated August 22, alleged that Respondent engaged in unfair labor practices proscribed by Section 8(a)(1) and (3) of the Act by coercively interrogating and discriminatorily discharging an employee. Briefs were received from General Counsel and Respondent which have been considered fully.

Upon the entire record in the case and from observation of the witnesses, there are hereby made the following:

FINDINGS OF FACT

I. JURISDICTIONAL FINDINGS

Respondent, an individual proprietorship owned by Vernon L. Hanson, has its principal place of business in Pasadena, California, where it employs approximately 140 employees and is engaged in electronic assembly. It sells and ships annually to extrastate points products valued in excess of \$50,000, and is, therefore, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

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

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Introduction

Douglas B. Filter was hired by Respondent Company on July 19, 1968. Three weeks later, he spoke to a member of the Charging Union, who was a steward at another factory, with respect to the possibility of organizing a union at Respondent's plant. This union steward gave Filter authorization cards on August 13 or 14, which authorized the Union to act as bargaining agent of the employees. Filter thereupon solicited various employees to sign these cards, among them Delia Galindo,

whom he asked to solicit other employees for the eventual purpose of having the Union represent them in collective-bargaining negotiations with the Respondent V P Company. Galindo agreed to do so and solicited employees to sign union cards. On the afternoon of August 16, Galindo was summoned to the personnel director's office, where she was questioned about union activities in the plant. Immediately thereafter, Filter was interrogated as to what he knew about a union attempting to organize the plant. On the same day, August 16, Galindo quit her job and Filter was discharged.

B. The Testimony

Delia Galindo was employed from April 30, 1968, until August 16, 1968. About a week before her voluntary termination, Galindo agreed at Filter's request to solicit employees to sign union cards. Filter gave her ten to fifteen cards and she signed one and distributed the remainder to other employees on August 15 and 16. About 2 p.m., on August 16, she was ordered to come to the office of Don Castro, personnel director. Also present, in addition to Castro, were Vernon Hanson, Respondent's president, Vice President Claude Hanson, and Supervisors Kerr and Beckwith. Her testimony reads as follows:

... [Castro] started the conversation by telling me there was a rumor in the plant about a union being organized. He wanted to know if I knew anything about it. I told him yes, I did. He asked me if I had anything to do with it. I told him no, I didn't. Then he asked me, "Have you passed out any union cards?" At that [point] Mr. Vernon [Vernon Hanson] walked in with his brother [Claude Hanson]. . . .

[Vernon Hanson] started asking me if I had heard a rumor about a union being organized. I said, "Yes," I had. Then he asked me if I had anything to do with it, with the Union being organized. I said, "No." He had a card in his hand which was a union authorization card. . . . He asked me if I passed any of these union cards out. I told him no, that I hadn't. Then he asked me if I knew anyone who was passing out union cards, and who had cards, union cards. I said, "I didn't." Then he asked me if I knew anything about the Union being organized, and if I did, did I know the people who were trying to organize it. I said, "No, I didn't."

And then I asked them, or told them what kind of people were they, that they had Mr. Kerr come down and tell me they wanted to see me about my wage review, and then when they take me up here, they ask me all these questions about the Union.

We then started a conversation about my wage review. [Hanson] asked me who told me that I would not have a wage increase. I told him that I understood from Mr. Kerr - it was Mr. Beckwith who said that I could not have a wage increase, because of my attendance. I told him I had permission to be absent. I was given permission [to go to the dentist] Then [Hanson] said that it was he who said who would get raises and who wouldn't get raises. He said, "Anyway, you have been late this week." I said yes, I was. I explained to him why, because of the bus service I told him, "First you tell me I can't have a wage increase because I am late, because I am absent, and now it is because I am late. Can't you make up your mind?"

And then he slammed the folder and said, "How did we get talking about your wage increase? I came in

here to talk to you about the Union." He said "Do you know who is passing out these cards?" And I said, "No." He said if the Union did come into the plant, that it would break the Company, and the employees would all be out of a job He asked me again, "Who is passing out the cards?" I said I didn't know. "Are you passing out the cards? Do you know why anyone would have a reason to think you are passing the cards out?" I said, "No." He then got up and walked out of the office. Then Mr. Hanson's brother came up to me . . . and told me he was sorry they treated me this way, but they had to find out about the Union. By this time I was upset and crying. I just walked out of the office. . . .

When I left the office, I went back to my work station to pick up my purse, because I was going to leave the plant. I saw Mr. Filter standing there. I asked him if I could speak to him for a minute. We walked aside, and I told him they had me up in the office asking me questions about the Union. I told him I thought it would be better if he took the cards I had with me, which were signed. I then took them out of my purse and gave them to him. By this time Mr. Kerr walked up. . . . I asked Mr. Kerr if I could talk to Mr. Filter privately for a moment. He said I could not. They wanted to see him in the office.

Galindo left the plant and did not return until August 30, when she received her final paycheck.

Douglas B Filter, the alleged discriminatee in this proceeding, was hired as an in-process inspector technician on July 19, 1968, and fired on August 16, 1968. His testimony reads as follows:

After being employed at the V. P. Company, I shortly thereafter became aware of the poor working conditions for the employees there. Approximately a week before the date of my termination I contacted a personal friend of mine, John Glenn, who is a union steward for the CWA Union. I asked him the procedure about going to start a union. I explained the situation to him. He told me to find out if the people, the employees were in favor of the Union, to try to find a couple of people who would help me to distribute the cards for signatures.

The following week, which was the week of my termination, during a break time and noon hour times I asked the employees if they were in favor of the Union. I got full cooperation. At that same time, I found a couple of people who would help me. Delia Galindo was one of them, and there were two others. There were three of them. I issued cards to each of these three people. I got them [the cards] from John Glenn [a CWA union steward]. I went back, I believe, the night before, or a couple of nights before the date of my termination. He gave me approximately 65 CWA representation cards. . . .

Then after giving the cards to the three people - I gave them 15 cards each - they began having them signed right away. This would have been the last day or two of my employment. I believe I gave them to Delia [Galindo] first. She had most of hers signed. Then upon the day of my termination I had handed out two cards myself during the noon hour, and that was all.

On August 16, about 3 p.m., continues Filter's testimony, he was summoned to the office of Don Castro, the personnel director. Present were Vernon Hanson, the president, his brother Claude, vice president, and Supervisors Kerr, Beckwith and Quality Control Manager

Glenn Bearman. The meeting began with Vernon Hanson handing Filter his personnel file and asking him to read it.

Following is a verbatim recital by Filter of what appears in the transcript of this case:

I read it [the file] and verified it. [Hanson] said, "Is that your signature?" And I said, "Yes, it is." He said, "Did you understand that when you signed this?" And I said, "Yes, I did." And I haven't broken any of those policies.¹ The paper was to state whether I had followed company rules and policies, and this type of thing. I signed the paper the day of my employment. He hesitated a minute or so, and then he asked me, "I understand there is some information being passed around the plant. Do you know anything about that?" I said, "No, I don't." He said, "All right." And then he said, "Mr. Bearman [quality control manager] has brought it to my attention today that you are not qualified for the job." I said, "Really? Don't you generally give any kind of a warning that I wouldn't be qualified for the job, or something?" He said, "Well, we don't have to. It is not necessary for us to give you anything." He said, "But you have been warned, haven't you, about talking to one particular person?" I said, "Yes. Delia Galindo. That was only one time."

And then there was a few minutes hesitation, and as best I can recall, the next thing that happened was he asked me, "I understand there was some cards being circulated. Do you know anything about them?" I said, "No, I don't." He said, "Are you sure?" I said, "Yes, I am sure that I don't know anything about it."

About that time, one of the people sitting beside me got up and walked behind me. He made a few motions to Mr. Hanson. And then he said to me again, he says, "Do you know it is against the law to have such a list of names of people employed in this office?" I said, "No, I don't." Then he said in a slightly loud voice, "Well, it is." He said, "Are you sure you don't know anything about these cards?" I said, "No, I don't. . . ." Somewhere along this time he handed me a blank [union] card. But there was a smudge over the name where a name had been printed in. He asked me if I had ever seen these. I said, "Yes." I had. . . . I said, "Yes, I have seen these cards." He said, "Do you know who is distributing these?" I said, "No, I don't." He said, "You are not aware of anyone who is doing this?" I said, "No, I don't."

* * * * *

He said, "I understand you have some of these cards on you now. I want you to empty your pockets on the table." I said, "No, I won't." He said, "All right, you are in trouble. I am calling the police. I am going to get you in hot water." I said, "Go ahead, call them. It is fine with me. No one is getting anything I have, except the police." Then he got on the telephone. He got ahold of the switchboard and called the police. After he exchanged a few words, he hung up. He said all the men are out right now, but they will send someone down in a little bit.²

Then he said to me, "You realize this may bring in the FBI." I said, "No, I don't." And then I said, "If it helps anything, I will show you what I have in my

pockets, but I won't give you anything I have." He said, "Well, it won't do us any good now. The FBI and everybody will be involved in this. I am a lot older, and wiser and smarter than you. I have you over a barrel." Something to that effect.

So I got up. I took the things out of my pockets, and I set them on [the] desk. He wanted me to put them on the desk. I put them on the desk. I took the cards out of my left rear pants pocket. I put them in my right hand. I held them there tightly. He pointed to the desk and said, "Put them on the desk." I said, "No, I am not going to put them on the desk." I said, "The only reason you want these cards is so that you can get a list of the people's names on these cards, so you can fire them." He said, "I said put them on the desk." He said, "That is part of the stuff that is on you, and it is supposed to go on the desk." I said, "No, I am not giving them to you. The only person that can take these from me is a police officer."

So then I believe he was standing up, and I believe he sat down. He hesitated for a minute. He then turned to Glen Bearman and asked him, "Are you sure he is not qualified for the job?" And Glenn Bearman more or less shrugged his shoulders, and said, "No, I don't believe so." And then Vern Hanson said, "Well, maybe we could put him somewhere else. Maybe in production. Do you know of any place?" Mr. Bearman shrugged his shoulders. He didn't know of any other place. So then he asked me if I would be willing to sign some papers stating what is taking place in this office this afternoon. I said, if it was not discriminating against me, I couldn't see any reason why I wouldn't. So he said, "Fine." He got up and walked out of the room.

Then Claude Hanson, the vice-president of the company, asked me after he left the room, he said, "What do you have to gain by this?" And I said, "Nothing." He said, "What do you want from us, then?" I said, "Nothing." I said, "I am just tired of seeing big people stepping on other people. I am aware of the circumstances around here, the employees' payment, and the way they are trying to get their wages, but they couldn't." We got into a discussion for about 10 or 15 minutes on moral ethics, more or less.

Then Vern Hanson came back in. He had the papers typed out. He handed a copy, which consisted of two pages. They were different documents. There was an original and a copy of both papers. He asked me to read them, and if I thought they were correct and in order, I should sign them. I read the first one. The first one was the statement that regarded what had happened at the office that day. . . . So I read that page. I signed it. And then he had all the witnesses in the room sign the page.

When I first looked at these documents, as best I can recall, there were no signatures on them. Then I read the other one, and it said something about my being terminated because I was not qualified for the job. I said to him before I signed it, "This doesn't state that I agree with this. It just states it is some of your paper work that you proceed with when you terminate someone." He said, "Yes, that is all it is." I signed that. Then Glen Bearman signed that. He had to sign that one, too. Then I asked for copies, and he said he would give me a copy when he had all the papers in order. He had to get my check and everything. So he got up again and he again left the room. Shortly after

¹This is a reference to a paper he signed when Respondent hired him that he would abide by specified company rules and policies.

²On redirect, Filter testified that Hanson said to him, when he was calling the police, "Well, we are getting rid of you. We do not need people like you working here."

that he came back in and he had my final release paper, my final check release. I signed it. He gave me a copy of the two papers.

He said, "For your own protection, put the [union] cards in this envelope, and we will seal the back of it, and everyone will sign across the label." I said, "I am not going to let you put them in. I will put them in." He said, "Fine." He gave me the blank envelope. I put the cards in there, and he sealed it and signed on the back of it. Everyone else in the room signed it. Then he said to me, he said, "Take good care of these cards. Take them home with you, because the FBI will be around to pick them up." That is all that I can recall.³

Filter concluded his recital by testifying that there were approximately 40 union cards sealed in the envelope of which 17 were signed and that he later turned the envelope over to the union steward who opened the envelope and removed the cards.

Carol J. Belknap, who is presently employed by the Respondent V P Company as a "leadlady" in the production department, was called as a witness by the General Counsel. Belknap testified that on August 16, the day Galindo and Filter were called to the office, that employees Charlene Parton and Irene Rodriguez told her during the lunch hour that Filter had "approached" them concerning the Union; Union.⁴ Belknap in turn, immediately notified Supervisor Kerr of what Parton and Rodriguez had told her. Kerr asked Belknap to keep him advised if she heard anything more and if she did, to contact him.⁵

Don O. Castro, formerly Respondent's personnel manager, who left its employ in October 1968, testified on behalf of Counsel for the General Counsel. He testified Filter was warned by Supervisors Bearman and Larson on August 12 or 13.⁶ He testified that about 1:30 on the afternoon of August 16, Kerr, a supervisor, stated "one of his supervisory people had been approached to pass out cards for the union. . . . He indicated he thought Galindo was tied in with the passing of cards." Castro stated Kerr showed him a blank union authorization card at that time and Kerr said ". . . he had established there was somebody else and he believed it was possibly Filter. . . . I told him [Kerr] to let me know if there is any further activity and that I wanted to see Galindo. . . . I [then] alerted Vernon [Hanson] to the fact that I had this employee coming up and there was a possibility of some activity on behalf of the union. . . . [Vernon Hanson] knew I mentioned to him Filter was coming up. He had been slated for an exit interview. . . . Galindo had come in [to Castro's office] and she left and then I indicated to Mr. Hanson that I believed Doug Filter may also have had some involvement in the problem." Castro's testimony continues that after Galindo left his office, Filter was then brought in by Kerr at "probably 2:15 or 2:30 o'clock."

The Respondent's sole witness was its president and proprietor, Vernon L. Hanson. He testified that Filter was fired for good cause, namely: he was incompetent;⁷ falsified his application for employment and his timecards;⁸

³Castro, the personnel manager, testified "Vernon Hanson had already prepared the final check for [Filter]" which he was then given.

⁴It was stipulated Belknap and Parton are supervisors within the meaning of Sec. 2(11) of the Act.

⁵Vernon Hanson testified on his cross-examination that he learned of Filter's and Galindo's union activities when Galindo was called into the office on August 16.

⁶The record is not clear about what they warned Filter.

"socializing" during working hours and spending too much time at Delia Galindo's working station, "hanging around" and "horsing around" with the girls on four occasions; frequently absent from his work station;⁹ not taking his "breaks" at assigned times and attempting to take from the plant at the time he was fired Federal Government inspection stamps.¹⁰ General Counsel's Exhibits 3 and 4 state the Company's reasons for terminating Filter, namely, his refusal to show Hanson "a stack of [union] cards" and "incompetency to perform his duties."

C. Credibility

The testimony of Galindo and Filter has been quoted *in haec verba* copiously because the General Counsel bases almost his entire case on the testimony of these two witnesses as to what Hanson told them and said to them. In the interests of accuracy, and because of the distinctive circumstances here present, those two witnesses' testimony has been quoted *in extenso* to avoid the ambiguities created by paraphrasing.

Considerable credence has been placed upon Belknap's testimony who was in the employ of Respondent at the time she testified. As such, she depended on her job for her livelihood and this practical consideration leads one to believe that she was impelled to tell the truth regardless of what consequences might eventuate. The testimony of Galindo and Filter is credited as the events narrated by them follow a logical sequence, which is consistent with certain undisputed and demonstrable facts as well as the attendant circumstances and entire background of evidence adduced in this case. Moreover, Belknap's and Castro's testimony corroborates certain salient aspects of Galindo's and Filter's version of what occurred.

On the other hand, Hanson's testimony with respect to the details and circumstances of the events in this case is contradictory, confused and in some instances outright improbabilities. He did not impress the trier of these facts as a forthright witness but appeared as not only seeking to color his testimony, but also to be concealing facts in an effort to hide an unlawful motive, in order to discharge Filter because he was the known proponent of the union movement in Hanson's plant.

D. Conclusions

1. The Discharge of Filter

In this proceeding, the bare recital of facts is sufficient to show discrimination within the meaning of Section 8(a)(3) of the Act and the Company's union animus as demonstrated by its 8(a)(1) violations, *infra*. The variations in the Respondent's contentions and the multiplicity of, and pervasive infirmities in, the reasons ascribed for Filter's dismissal, cast doubt upon the

⁷This evaluation was based on Bearman, quality control manager, telling Hanson that Filter was not qualified for the job.

⁸Hanson claimed there was a discrepancy in the dates that Filter stated he was employed elsewhere. The mistake, if any, was trivial.

⁹Hanson testified, "[Filter] just doesn't seem to want to stay on the job. . . couldn't keep him on the production line," which resulted in a "slow down."

¹⁰The inspection stamps are used to identify which employee inspected and approved a piece of equipment. Hanson testified these stamps were of value "To any employee of the Government. . . . To any of the inspection personnel in our company who would want to mislead someone as to who actually inspected a piece of equipment."

meritoriousness of the Respondent's many unpersuasive grounds for discharging him. There is no credible evidence in the record which discloses that there was any substantive basis for Respondent's alleged dissatisfaction with the quality of Filter's work prior to the time Hanson learned of Filter's union activities. This significant fact compels the conclusion that the decision to discharge him was not made until Respondent had learned of Filter's union activities on the same day he was fired. This conclusion is based on the precipitate manner in which the discharge was effected;¹¹ the lapse of only a few hours between the time Supervisor Kerr notified Hanson of Filter's union activities and his discharge; the absence of complaints with respect to the quality of his work prior to his union activities;¹² Hanson's hostile union attitude and the unconvincing nature of the reasons which Hanson offered for Filter's discharge. This is a situation where the Respondent has characterized the union activity for which Filter was discharged as inefficiency in an effort to justify discrimination against him. These alleged reasons for Filter's discharge were pretextual in nature. It is, therefore, concluded and found that by discharging Filter, the principal organizer for the Union in the plant, Respondent was guilty of discrimination in violation of Section 8(a)(3) of the Act.¹³

2. Interrogation¹⁴

During the time Galindo was in the office on August 16, she was unlawfully interrogated by Vernon Hanson when he asked her if she had heard a rumor about a union being organized; if she was connected with this union activity; if she had distributed union cards and who of the employees was passing out union cards in an attempt to bring a union into the plant.

Hanson also was guilty of coercive interrogation when he asked Filter in the personnel office on August 16, if he knew anything about union cards being passed out in the plant and if he knew who was distributing these cards. When Filter disclaimed any knowledge, Hanson stated that he understood Filter had such cards in his pockets and ordered him to produce them. When Filter refused to comply, Hanson telephoned the police in his presence, whereupon Filter produced the cards.

All of the above stands undenied as Hanson admitted on his cross-examination, to asking these questions of Galindo and Filter, and Castro, the personnel manager, corroborated these facts.¹⁵ It is clear that as soon as Hanson learned of the union campaign, he began interrogating Galindo and Filter in an effort to learn the details about the organizing of the employees. At no time did he explain the purpose of the questions or give them

¹¹Noteworthy is Hanson's testimony that he had decided at 9 30 a.m., on August 16, before he had even spoken to him, to fire Filter but he was not terminated until 5 p.m., that same day Respondent contends in its brief that inasmuch as Filter was fired in the morning (without his knowledge) Respondent was free to interrogate Filter about his union activities. Such an argument is sheer sophistry and, to say the least, frivolous. Respondent prefaces statements in its brief to the effect that certain principles are well settled by Board decisions but gives no citations nor has the Trial Examiner been able to discover any such Board precedents. Moreover, the record shows, and it is so found, that Hanson had not decided to fire Filter until the afternoon meeting on August 16

¹²The day before Filter was fired, Hanson testified he was reprimanded for "horsing around"

¹³See *N.L.R.B. v. Longhorn Transfer Service, Inc.*, 346 F.2d 1003, 1005 (C.A. 5); *N.L.R.B. v. Elias Brothers*, 325 F.2d 360, 364 (C.A. 6).

¹⁴See *Bourne v. N.L.R.B.*, 332 F.2d 47, 48 (C.A. 2).

any assurance that no reprisals would be taken against them. Under these circumstances, Hanson's interrogation of them interfered with their statutory rights.¹⁶ Accordingly, it is found Respondent, through its *alter ego*, President Vernon Hanson, committed an unfair labor practice when he interrogated Galindo and Filter and thereby violated Section 8(a)(1) of the Act.

CONCLUSIONS OF LAW

1. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed them in Section 7 of the Act, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

2. By discharging Douglas B. Filter as set forth above, Respondent discriminated against him in regard to his tenure of employment, and the terms and conditions thereof, to discourage membership in the Union and thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(3) of the Act.

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

THE REMEDY

This is an aggravated case of deliberate and flagrant violation of the Act by the Company. Having found that Respondent engaged in unfair labor practices as set forth above, it will be recommended that it cease and desist therefrom and take affirmative action, as set forth below, found necessary to effectuate the policies of the Act.

As it has been found that Respondent discriminatorily discharged Douglas B. Filter, it shall be recommended that Respondent be ordered to offer him immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and to make him whole for any loss of earnings he may have suffered by payment to him of sums of money equal to the amount he normally would have earned as wages from the date of his discharge to the date of offer of reinstatement, less net earnings, in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716.

Having found that Respondent violated Section 8(a)(1) when it interfered with, coerced, restrained, and frustrated its employees in the exercise of rights guaranteed by Section 7 of the Act, namely that it interrogated, coercively its employees; and inasmuch as the discharge of employees for reasons of union affiliation or concerted activity has been regarded by the Board as one of the most effective methods of defeating the exercise by employees of their rights to self-organization, the Trial Examiner is of the belief that there is danger that the commission of unfair labor practices generally is to be anticipated from Respondent's unlawful conduct in the past. It will be recommended, therefore, that Respondent be required to cease and desist from in any manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act.

¹⁵See quoted material, *supra*.

¹⁶See *Struksnes Construction Co., Inc.*, 165 NLRB No. 102

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, the entire record in the case and pursuant to Section 10(c) of the National Labor Relations Act, as amended, it is recommended that Respondent, Vernon L. Hanson d/b/a V P Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in the aforesaid Union, or any other labor organization of its employees, by discriminatorily discharging, or in any other manner discriminating against any employee in regard to his hire, tenure or any term or condition of employment.

(b) Discouraging membership in Communications Workers of America, Local 9513, AFL-CIO, or any other labor organization of its employees, or by discriminating in any other manner in regard to hire, tenure of employment or any term or condition of employment.

(c) Interrogating employees with respect to their union activities and that of other employees.

2. Take the following affirmative action which it is found will effectuate the policies of the Act:

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

(b) Notify said discriminatee if he is 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 National Labor Relations Board or its agents, for examination and copying, all payroll records, social security records, timecards, personnel records and records and reports, and all other records necessary or useful to determine or compute the amounts of backpay due, as herein provided.

(d) Post at Respondent's plant premises in Pasadena, California, copies of the notice attached marked "Appendix."¹⁷ Copies of said notice, on forms to be provided by the Regional Director for Region 31 of the Board, shall, after being duly signed by Vernon L. Hanson, be posted by him immediately upon receipt thereof, and be maintained by him 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.

(e) Notify the aforesaid Regional Director, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply herewith.¹⁸

¹⁷In 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."

¹⁸In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the aforesaid Regional

Director, in writing, within 10 days from the date of this Order, what steps it 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:

The Act gives all employees these rights:

To engage in self-organization;

To form, join, or help unions;

To bargain collectively through a representative of their own choosing;

To act together for collective bargaining or other mutual aid or protection; and

To refrain from any or all of these things.

Accordingly, we give you these assurances:

I. As to your rights as Employees:

WE WILL NOT do anything that interferes with the rights listed above.

WE WILL NOT ask any of you any questions about your union attitudes or activities or any of our other employees.

WE WILL NOT fire you or take away any current job benefits - or threaten to do either - because you join or support the Union or because you form, join, or help any other union.

II. As to the employee we fired:

We fired Douglas B. Filter because he supported the organizational campaign of Communications Workers of America, Local 9513, AFL-CIO. Firing him for this reason violated the National Labor Relations Act.

WE WILL, therefore, offer to give him back his job with full seniority, and all other rights and privileges.

WE WILL also make up any pay he lost, with 6 percent interest.

VERNON L. HANSON
D/B/A V P COMPANY
(Employer)

Dated _____ By _____
(Representative) (Title)

Note: We will notify Filter 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, 10th Floor, Bartlett Building, 215 West Seventh Street, Los Angeles, California 90014, Telephone 688-5850.