

Yellow Freight System, Inc. and James F. Bonds

TRIAL EXAMINER'S DECISION

**Teamsters Freight Employees Local Union No. 480,
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
(Time-DC, Inc.) and James F. Bonds**

STATEMENT OF THE CASE

**Teamsters Freight Employees Local Union No. 480,
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
(Yellow Freight System, Inc.) and James F. Bonds.
Cases 26-CA-4085, 26-CB-630, and 26-CB-639**

June 26, 1972

DECISION AND ORDER

BY MEMBERS FANNING, KENNEDY, AND
PENELLO

On March 23, 1972, Trial Examiner Henry L. Jalette issued the attached Decision in this proceeding. Thereafter, Respondent Local 480 filed exceptions and a supporting brief, and the General Counsel filed cross-exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the Trial Examiner's Decision in light of the exceptions and briefs and has decided to affirm the Trial Examiner's rulings, findings, and conclusions and to adopt his recommended Order.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 and hereby orders that Respondent, Teamsters Freight Employees Local Union No. 480, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's recommended Order.

¹ The General Counsel has excepted to the Trial Examiner's finding that Hopkins' attempt to cause Time-DC to hire only union members as casual drivers did not violate Section 8(b)(1)(A) in addition to 8(b)(2). Since finding an additional violation of Section 8(b)(1)(A) would be cumulative, and would not affect either the remedy or the order, we do not pass upon this issue. In the next-to-last paragraph of section 2 of his Decision, the Trial Examiner found that Time-DC had violated Section 8(a)(3). No complaint was issued against Time-DC in connection with this proceeding and this finding is obviously inadvertent.

HENRY L. JALETTE, Trial Examiner: This is a consolidated proceeding in which the Respondent Union is charged with violating Section 8(b)(2) and (1)(A) by causing two employers, Time-DC, Inc., and Yellow Freight System, Inc., to discharge two employees, James F. Bonds and Kenneth Bonds, because they were not members of Respondent Union. Yellow Freight is charged with violating Section 8(a)(3) and (1) of the Act by discharging James Bonds because of his nonmembership in Respondent Union, and by failing to employ Kenneth Bonds between July 12, 1971, and August 1, 1971. The charge in Case 26-CB-630 was filed by James F. Bonds on June 24, 1971.¹ The charges in Case 26-CB-639 and Case 26-CA-4085 were filed by James F. Bonds on August 5. On September 22, a consolidated complaint was issued, and on November 16 a hearing was held in Nashville, Tennessee.

Upon the entire record, including my observation of the witnesses, and after consideration of the briefs filed by General Counsel, Respondent Union and Respondent Yellow Freight, I make the following:

FINDINGS OF FACT

I. THE FACTS

Time-DC, Inc., and Yellow Freight System, Inc., are corporations engaged in the transportation of freight in interstate commerce.² They are separate entities, unrelated to one another, who have in common the facts that both have terminals in Nashville, Tennessee, both are parties to a collective-bargaining agreement with Respondent Union, both employ regular and casual drivers,³ both have employed as casual drivers Kenneth Bonds and his brother James, and both assertedly ceased using the services of the Bonds brothers because both have company rules against the employment of relatives.⁴

About 1964 or 1965, Time-DC employed three Bonds brothers: Claude as a regular driver, Kenneth as a dock worker, and James as a casual driver. All three were members of Respondent Union, but James and Kenneth ceased working for Time-DC and obtained withdrawal cards.

About November 1970, Kenneth resumed working for

¹ Unless otherwise indicated, all dates refer to 1971.

² Commerce is not in issue. The complaint alleges, the answer admits, and I find that Time-DC and Yellow Freight each derive \$50,000 annually from furnishing interstate transportation services. Respondent admits its status as a labor organization within the meaning of Section 2(5) of the Act.

³ Casual drivers, unlike regular drivers, have no seniority and work only when called. See section 2, National Master Freight Agreement Southern Conference Area (G. C. Exh. 2).

⁴ The Time-DC rule on the employment of relatives reads as follows: No relative of an employee will work in any job category or location. The Yellow Freight rule on the employment of relatives reads as follows:
Hiring of Relatives

No relative of a present employee may be employed as a permanent employee in the same terminal or KCGO department.

Time-DC as a casual driver, but he did not reactivate his membership in Respondent Union. On June 15, he had a meeting with agents of Respondent Union and he was told it would cost him \$58 to acquire membership in good standing. He refused to pay such an amount.

Between April and June 1971, James had also resumed working for Time-DC as a casual driver and he also had not reactivated his membership in Respondent Union. After three trips, he was accosted by a union steward and was asked if he had a union card. He replied he had a withdrawal card and that he intended to rejoin Respondent Union after working 30 days.

Time-DC is required to send a monthly report to Respondent Union listing the names of the casual drivers employed during the month. When Respondent Union's business agent Hopkins received this report, he would protest to Buck Yost, assistant terminal manager for Time-DC, about the employment of casual drivers who were not members of Respondent and he requested that Time-DC stop using them and employ casual drivers furnished by Respondent. Yost refused to honor such requests or to adopt such a policy.

In mid-June, Luther Watson, president of Respondent Union, telephoned terminal manager Gibbs and asked him if the company did not have a rule against the employment of relatives. Gibbs affirmed that Time-DC had such a rule and Watson then told him about the Bonds brothers working there. Gibbs thanked Watson for letting him know and said he would take some action on it immediately. He said if there were any relatives working there they would no longer work there. Watson remarked that would be just fine, because "We have got some boys over there not paying any union dues."

Following this conversation, Gibbs called in Yost and instructed him to confirm the relationship of the Bonds drivers and if they were related to quit using James and Kenneth. Yost did as he was told and told Claude Bonds to tell his brothers they had been removed from the casual list.

During this same period of time, on or about May 26, Kenneth and James had applied for employment with Respondent Yellow Freight. Dispatcher Maxwell, admitted by Respondent Yellow Freight to be a supervisor within the meaning of Section 2(5) of the Act, told them Respondent Yellow Freight was about to hire some drivers, that only one of them could be hired as a regular driver, but the other could work as a casual driver. Both were then qualified and accepted as casual drivers. On or about June 19, after James had made one trip, he was told by Maxwell that both he and his brother could not be employed because of Respondent Yellow Freight's rule against the employment of relatives. James told Maxwell that in the circumstances he would defer to his brother and let him continue to work.

Kenneth continued to work as a casual driver, but he obtained no runs during the period from July 12 to August 1 and General Counsel contends that this was due to his nonmembership in Respondent Union and the fact that his

name had been stricken from the casual list during that period.

II. ANALYSIS AND CONCLUSIONS

A. *The Time-DC Case*

1. Respondent's attempts to cause the discharge of nonmember casuals

The complaint alleges that since on or about April 15, 1971, Respondent Union, by its agent Frank Hopkins, caused or attempted to cause Time-DC to refuse to employ as casual drivers any persons who were not members of Respondent Union. This allegation is supported by the testimony of Yost that about once a month for several months before June 1971, Hopkins had objected to the employment of casuals who were not members of Respondent Union and had requested that Time-DC stop using such casuals. This testimony is uncontradicted and the only defense I can glean from Respondent Union's brief is that any attempts by its agents to interfere with the employment of casuals was motivated by a desire to protect the rights of regular drivers under the contract. I find such a defense to be wholly lacking in merit. Apart from the fact that it is not responsive to Yost's testimony that Hopkins objected to the use of casuals who were not members of Respondent Union, the defense is not supported by the contract nor by any showing that Time-DC's employment of casuals was in derogation of any of its contractual obligations. Accordingly, I find as alleged in the complaint that since on or about April 15, 1971, Respondent attempted to cause Time-DC to refuse to employ as casual drivers any individuals who were not members of Respondent Union, and that Respondent Union thereby violated Section 8(b)(2) of the Act.

The complaint alleges that Respondent Union's attempts to cause Time-DC to discriminate against nonmember casuals were also violative of Section 8(b)(1)(A) of the Act. Respondent Union contends that this cannot be because none of these attempts was communicated to employees and there can be no restraint and coercion of employees absent such communication, or at least an awareness on their part, that Respondent Union was seeking to have them terminated because of a lack of union membership. Whether an attempt to cause a discriminatory discharge constitutes restraint and coercion of employees within the meaning of Section 8(b)(1)(A) of the Act was first considered in *International Union, United Automobile, etc. Workers of America, Local 291, et al (Wisconsin Axle Division, etc.)*, 92 NLRB 968, enf. 194 F.2d 698 (C.A. 7). The Board there held that an unsuccessful attempt to cause the discriminatory discharge of specific individuals was within the proscription of Section 8(b)(1)(A) of the Act. However, it appears from the Board's choice of words that an essential ingredient of the violation is that the attempt to cause discharge be directed against specific individuals who are aware or become aware of the attempt.⁵ As the facts of that case indicate, and this is also true of all subsequent cases, the individuals whose discharges were

⁵ Cf. *Local 1332, Intl Longshoremen's Assn., AFL-CIO (Philadelphia Marine Trade Association)*, 150 NLRB 1471, 1476

sought by the union were all aware of the attempt to cause them to lose their jobs. In this case, Hopkins' attempts to cause discrimination were directed to a class, namely, nonmember casuals. No individuals were named until a conversation on July 19, after the Bonds brothers were removed from the casual list, and there is no evidence any of the casuals in question were aware of Hopkins' request or that they had any reason to suspect that Hopkins wanted them removed from the casual list. Under the circumstances, Hopkins' attempts to cause the discharge of nonunion casuals were not violative of Section 8(b)(1)(A) of the Act.

2. The removal of James and Kenneth Bonds from the Time-DC casual list.

The complaint alleges that Respondent Union caused, or attempted to cause, Time-DC to discharge James and Kenneth Bonds in violation of Section 8(b)(2) and (1)(A) of the Act. This allegation poses several questions, principal among which is whether Time-DC discharged James and Kenneth in violation of Section 8(a)(3) of the Act, because Respondent Union's liability for a violation of Section 8(b)(2) requires a determination that Time-DC, were it before the Board, would be found to have violated Section 8(a)(3). *International Union, United Automobile, etc., supra*, at 970. General Counsel contends that such a finding is warranted and would be made were Time-DC a respondent.

Although both assistant manager Yost and terminal manager Gibbs testified that the Bonds brothers were removed from the casual list (in effect, discharged) solely because of the company's rule against the employment of relatives, I am persuaded from a consideration of all the circumstances leading up to their removal from the casual list that they were removed because they were not members of Respondent Union and because Respondent Union requested that they be removed. The fact that Yost and Gibbs testified otherwise is certainly not dispositive of the issue of their motive. It has long been recognized that direct evidence of an unlawful motive is seldom available, and that an unlawful motivation may be inferred from the surrounding circumstances.⁶ In this case, the record indicates that three Bonds brothers had worked for a significant period of time for Time-DC in recent years under the supervision of Yost, during which time the relative rule was in effect. Yet the rule had never been invoked against them. Conceivably, this condition existed because Yost did not know the three Bonds employees were relatives. As a matter of fact, Yost denied knowing of the relationship. I do not credit him, however, because he also testified "he had heard there had been some" relationship, and when called in by Gibbs about the matter he checked with Claude Bonds and "found out for sure." In my judgement, it is clear that the knowledge he had of their relationship was sufficient to have moved him to terminate the Bonds brothers long before June 18, 1971, if the relative rule applied to casuals. As Yost testified, it was his understanding the relative rule did not apply to casual

drivers. Under these circumstances, I do not credit the testimony of Gibbs and Yost about the reason the Bonds brothers were removed from the casual list. Rather, I find that Time-DC invoked the relative rule against the Bonds brothers solely because of Respondent Union's objections. As these objections were voiced by Respondent Union not because of any legitimate interest in the enforcement of company rules, but because of its objection to the Bonds brothers' lack of union membership and, as Time-DC knew, or had reasonable grounds for knowing, that Respondent Union's objections were based on considerations of union membership, Time-DC violated Section 8(a)(3) and (1) of the Act by discharging the Bonds brothers.

In light of the foregoing, I also find that Respondent Union caused the discharge of the Bonds brothers and thereby violated Section 8(b)(2) and (1)(A) of the Act. In so doing, I reject Respondent Union's contention that it did no more than bring to the attention of Time-DC the breach of a valid company rule. The evidence is undisputed that Respondent Union's motive was not the enforcement of the rule but the removal of nonunion casual drivers.⁷ Moreover, regardless of how Watson's remarks to Gibbs are characterized, it is clear they caused Time-DC to discharge the Bonds brothers. As the Court stated in *N.L.R.B. v. Jarka Corporation of Philadelphia*, 198 F.2d 618, 621 (C.A. 3), "This relationship of cause and effect, the essential feature of Section 8(b)(2), can exist as well where an inducing communication is, in terms courteous or even precatory, as where it is rude and demanding."

B. *The Yellow Freight Case*

The complaint alleges that Respondent Yellow Freight terminated James Bonds and refused to assign any trips to Kenneth Bonds from July 12 to August 1, because James and Kenneth were not members of Respondent Union and that Respondent Union caused Respondent Yellow Freight to engage in such conduct.

These allegations present issues quite similar to the Time-DC case. As in Time-DC, the asserted reason for the removal of one of the Bonds brothers from the casual list is the enforcement of a company rule against the employment of relatives. As in Time-DC, the company's representative denies any unlawful motivation for the company's conduct. However, unlike the Time-DC case, there is no evidence that Respondent Union ever contacted Respondent Yellow Freight. Absent such evidence, can a finding of a violation be made? General Counsel asserts that a violation may be found, relying apparently on the principle adverted to above that direct evidence of motivation is seldom available, but motive may be inferred from circumstantial evidence. The circumstantial evidence General Counsel relies on is the fact, which I have found, that Respondent Union immediately prior to the time of the removal of James Bonds from Respondent Yellow Freight's casual list caused Time-DC to remove both James and Kenneth Bonds from its casual list because they were not members of Respondent Union, and the fact

⁶ *N.L.R.B. v. Link-Belt Co.*, 311 U.S. 584, 602; *N.L.R.B. v. Melrose Processing Co.*, 351 F.2d 693, 698 (C.A. 8); *Shattuck Denn Mining Corp. v. N.L.R.B.*, 326 F.2d 466, 470 (C.A. 9).

⁷ *Kalamazoo Typographical Union, Local No. 122 International Typographical Union, AFL-CIO (Booth Newspapers, Inc. d/b/a Kalamazoo Gazette)*, 193 NLRB No. 159.

(which he asks me to find) that Respondent Yellow Freight's assertion that it removed James Bonds from the casual list because of its relative rule is false. In addition, General Counsel asserts that Respondent Yellow Freight had an agreement with Respondent Union to employ casuals only through referral by Respondent Union. This assertion is based on the testimony of Yost that Respondent Union's agents asked him to sign such an agreement on behalf of Time-DC and told him they had such an agreement with Respondent Yellow Freight.

As to this last point, the fact that Respondent Union's agents told Yost they had an agreement with Respondent Yellow Freight to hire casuals only through Respondent Union does not establish the existence of such an agreement. If such an agreement existed, I don't know why General Counsel did not ask Respondent Yellow Freight or Respondent Union to produce it. Apart from that, the very fact Respondent Yellow Freight hired the Bonds brothers belies the existence of such an agreement. Thus, whatever conclusions are to be drawn about the conduct of Respondent Yellow Freight with regard to the Bonds brothers they cannot be based on the existence of an agreement about the hiring of casual drivers.

As to General Counsel's assertion about the falsity of the asserted reason for the removal of James Bonds from the casual list, I have no difficulty in agreeing with him. I am persuaded that the testimony of Respondent Yellow Freight's superintendent Swain is not credible, because the company's relative rule on its face is not applicable to the Bonds brothers situation. Personnel Bulletin No. 18, the most recent bulletin on the subject, prohibits the employment of relatives where one relative would supervise another and prohibits employment of a relative as a permanent employee. Moreover, the very fact that the Bonds brothers were placed on the casual list by the dispatcher indicated the rule did not apply to relatives employed as casuals. Despite this finding, I am not persuaded that a violation of the Act may be found against either Respondent Yellow Freight or Respondent Union.

In the case of Respondent Yellow Freight, my disbelief of their asserted reason for discharge does not constitute evidence. "The mere disbelief of testimony of itself establishes nothing." *Janigan v. Taylor*, 344 F.2d 781, 784 (C.A. 1). There must be some showing that the employer was concealing the true reason, and that reason was a prohibited one. Beyond my disbelief of the asserted reason for the removal of James Bonds from the casual list, there is nothing to show Respondent Yellow Freight's true reason. There is here no independent showing of any contact between Respondent Yellow Freight and Respondent Union from which one can infer a request for the discharge of the Bonds brothers. In effect, General Counsel is contending that under the circumstances herein Respondent Union must have contacted Respondent Yellow Freight. In *N.L.R.B. v. Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 127 (AFL)*, 202 F.2d 671 (C.A. 9), the Court viewed a finding of a violation based on such an analysis as one based on speculation. In my judgment, the same objection exists to a finding of a violation by Respondent Yellow Freight and Respondent Union. I conclude that General Counsel has

failed to establish by a preponderance of evidence that Respondent Yellow Freight and Respondent Union violated the Act with regard to the removal of James Bonds from the casual list. The same considerations apply, and I make the same finding, with regard to the failure of Respondent Yellow Freight to employ Kenneth Bonds in the period between July 12 and August 1.

III. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The conduct of Respondent Union described above, occurring in connection with the operations of the employers as 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.

IV. THE REMEDY

Having found that Respondent Union has engaged in unfair labor practices proscribed by Section 8(b)(1)(A) and (2) of the Act, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to remedy its unfair labor practices and to effectuate the policies of the Act.

As Respondent Union has been found to have caused Time-DC to remove James and Kenneth Bonds from its casual list because they were not members of Respondent Union, it is recommended that it be ordered to notify Time-DC and James and Kenneth Bonds, in writing, that it has no objection to their employment by Time-DC. It is further recommended that Respondent Union be ordered to make James and Kenneth Bonds whole for any loss of earnings they may have suffered by reason of its unfair labor practices. Respondent Union's liability therefor shall terminate 5 days after notifying Time-DC and James and Kenneth Bonds, as set forth above, that it has no objection to James and Kenneth Bonds' employment. Loss of pay shall be computed in accordance with the formula in *F. W. Woolworth Company*, 90 NLRB 289, with interest at the rate of 6 percent per annum, as set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

CONCLUSIONS OF LAW

1. Time-DC, Inc., and Yellow Freight System, Inc., are, each of them, employers engaged in commerce within the meaning of the Act.
2. Teamsters Freight Employees Local Union No. 480, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.
3. Luther Watson and Frank Hopkins are, and at all time material herein have been, agents of Respondent Union within the meaning of Section 2(13) of the Act.
4. By causing and attempting to cause Time-DC to discriminate against James and Kenneth Bonds in violation of Section 8(a)(3) of the Act, Respondent Union has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(2) and (1)(A) of the Act.
5. By attempting to cause Time-DC to discriminate

against casual drivers in violation of Section 8(a)(3) of the Act, Respondent Union has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

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

7. General Counsel has failed to establish by a preponderance of evidence that Respondent Yellow Freight discharged James Bonds or discriminated against Kenneth Bonds in violation of Section 8(a)(3) of the Act, and that Respondent Union caused Respondent Yellow Freight to discharge James Bonds or to discriminate against Kenneth Bonds in violation of Section 8(b)(2) and (1)(A) of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issued the following recommended:⁸

ORDER

Respondent, Teamsters Freight Employees Local Union No. 480, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Causing or attempting to cause Time-DC, or any other employer, to discriminate against casual drivers in violation of Section 8(a)(3) of the Act.

(b) In any like or related manner restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

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

(a) Notify Time-DC and James and Kenneth Bonds, in writing, that Respondent Union has no objection to the employment of James and Kenneth Bonds. Also notify James and Kenneth Bonds if they, or either of them, are presently serving in the Armed Forces of the United States that it has no objection to their full reinstatement, without regard to their membership or nonmembership in the Respondent Union, upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

(b) Make James and Kenneth Bonds whole for any loss of pay suffered by reason of the discrimination practiced against them in the manner set forth in the section of this Decision entitled "The Remedy."

(c) Post at its offices, meeting hall, and all other places where notices to members are customarily posted, copies of the attached notice marked "Appendix."⁹ Copies of said notice, to be furnished by the Regional Director for Region 26, shall, after being duly signed by an authorized representative of Respondent Union, be posted by said Respondent Union immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days thereafter, in conspicuous places. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Additional copies of the attached notice marked "Appendix" shall be signed by an authorized representative of the Respondent Union, and forthwith returned to

the aforesaid Regional Director for posting by Time-DC, said Employer being willing, at his place of business at Nashville, Tennessee, where notices to his employees are customarily posted.

(e) Notify the aforesaid Regional Director, in writing, within 20 days from the date of this Order, what steps Respondent Union has taken to comply herewith.¹⁰

IT IS FURTHER RECOMMENDED that the allegations of the complaint found not to have been sustained by a preponderance of the evidence be dismissed.

⁸ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

⁹ In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

¹⁰ In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read: "Notify the Regional Director for Region 26, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO MEMBERS

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

Notice to all members of Teamsters Freight Employees Local Union No. 480, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and to employees of Time-DC.

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 you that:

WE WILL NOT cause or attempt to cause Time-DC to discharge James and Kenneth Bonds, or any other employee, because they are not members of the union.

WE WILL notify Time-DC and James and Kenneth Bonds, in writing, that we have no objection to their employment by Time-DC, and WE WILL reimburse James and Kenneth Bonds for any loss of pay suffered because we caused Time-DC to discharge them.

TEAMSTERS FREIGHT
EMPLOYEES LOCAL UNION
NO. 480, INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS OF AMERICA
(Labor Organization)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

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. Any questions concerning this notice or compliance with its provisions may be

directed to the Board's Office 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee 38103, Telephone 901-534-3161.