

Armstrong Mould Incorporated and American Flint Glass Workers' Union of North America, AFL-CIO and John Edward Riley. Cases 25-CA-6120 and 25-CA-6219

June 13, 1975

DECISION AND ORDER

BY MEMBERS FANNING, KENNEDY, AND
PENELLO

On March 11, 1975, Administrative Law Judge Wellington A. Gillis issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and General Counsel filed a brief in support of the Administrative Law Judge'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 authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

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 Administrative Law Judge and hereby orders that Respondent, Armstrong Mould Incorporated, Winchester, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

STATEMENT OF THE CASE

WELLINGTON A. GILLIS, Administrative Law Judge: This case was heard before me on July 30 and 31, 1974, at Winchester, Indiana, and is based upon charges filed on February 20 and April 4, 1974, by American Flint Glass Workers' Union of North America, AFL-CIO, hereinafter referred to as the Union, and John Edward Riley, an individual, respectively, upon a consolidated complaint issued on April 30, 1974, by the General Counsel for the National Labor Relations Board, hereinafter referred to as the Board, against Armstrong Mould Incorporated, hereinafter referred to as the Respondent or the Company, alleging violations of Section 8(a)(1) and (3) and Section 2(6) and (7) of the National Labor Relations Act, as amended (61 Stat. 136), and upon an answer timely filed by the Respondent denying the commission of any unfair labor practices.

All parties were represented by counsel, and were afforded full opportunity to examine and cross-examine witnesses, to introduce evidence pertinent to the issues, and to engage in oral argument. Subsequent to the close of the hearing, timely briefs were submitted by counsel for the General Counsel and for the Respondent.

Upon the entire record in this case, and from my observation of the witnesses, and their demeanor on the witness stand, and upon substantial, reliable evidence "considered along with the consistency and inherent probability of testimony" (*Universal Camera Corp. v. N.L.R.B.*, 340 U.S. 474, 496 (1950)), I make the following:

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE RESPONDENT

Armstrong Mould Incorporated, an Indiana corporation, maintains its principal office and place of business at Winchester, Indiana, where it is engaged in the manufacture, sale, and distribution of moulds and related products. During the 12-month period immediately preceding the issuance of complaint, the Respondent purchased, transferred, and delivered to its Indiana facility goods and materials valued in excess of \$50,000, which were transported to said facility directly from States other than the State of Indiana. During the same period, the Respondent manufactured, sold, and distributed from said facility products valued in excess of \$50,000, which were shipped from said facility directly to states other than the State of Indiana. The parties admit, and I find, that the Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The parties admit, and I find, that American Flint Glass Workers' Union of North America, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Issues

1) Whether the Respondent discriminatorily discharged Richard McCollum on February 18, 1974, in violation of Section 8(a)(3) of the Act.

2) Whether, in changing the work assignments of John E. Riley for the period March 25 through April 22, 1974, the Respondent did so for discriminatory reasons in violation of Section 8(a)(3).

3) Whether, on specified dates between February 9 and March 25, supervisors engaged in conduct constituting interference, restraint, and coercion in violation of Section 8(a)(1).

B. The Facts

On November 4, 1973, Richard McCollum, an employee in Respondent's miscellaneous department, went to the

Winchester House, Winchester, Indiana, where a grievance committee meeting with Local 113 was scheduled.¹ McCollum, by prearrangement, met with Eugene Bowling, International vice president of the Union, indicating to Bowling that the miscellaneous employees would like the Union to represent them. Bowling, along with International Representative Virgil Ostendorf, talked with McCollum and gave him some authorization cards. McCollum subsequently got a number of cards signed, as did one other employee, Lee Frazier, and then gave them to John Teale, president of Local 113, who, in turn, sent them in to Bowling at the Union's office in Toledo, Ohio.

On December 10, 1973, Bowling was in Winchester for another Local 113 grievance meeting with management. After concluding the discussion of grievances, Bowling, with eight signed authorization cards in his possession, presented them to company official Dave Thress, stating that the Union would like representation for the Company's miscellaneous employees. When Thress started to put them in his briefcase, Bowling said he just wanted him to look at them, not to keep them. Thress returned the cards and Bowling decided to take them personally to Sherman Armstrong, company president.

Bowling and Ostendorf went to Respondent's plant, and, after a wait, the two went into Armstrong's office, presented the cards to him, including those signed by McCollum and employee John Riley, and told him that the Union would like representation. Armstrong took the cards, went through them one by one, pitching them up on the table accompanied by comments on each, comments reflecting his opinion as to the unit eligibility of each. After the last one, Armstrong repeated an earlier comment to the effect that perhaps he needed a union in there, that he would not have to pay the employees as much as he was paying, indicating that Overmyers, an organized competitor, did not pay polishers as much as he did. At some point, Armstrong volunteered that he did not object to Bowling's union representing this group, that it would be far less grief for him if the Union did organize them. When Bowling asked if he would recognize the Union as the bargaining representative, however, Armstrong declined, replying that he would have to contact his attorney, Rex McCoy, and that Bowling would be hearing from McCoy.² Armstrong never did honor the recognition request and, pursuant to the subsequent filing of a representation petition, an election among Respondent's miscellaneous employees was scheduled for February 15, 1974, with a preelection conference set for 3 p.m.

By letter dated February 7, 1974, Bowling advised McCollum that he had submitted his name to the NLRB to act as union observer at the election, and requested that McCollum make arrangements to be excused from work at 1:30 p.m. that day to meet with Ostendorf and Bowling at 2 p.m. at the Winchester House. Enclosed in the union letter were instructions for observers and a list of eligible

employees submitted to the Board by the Company. Bowling also requested that McCollum study the contents in order that the three might "review what our approach will be."

Upon receiving Bowling's letter, the following Tuesday, February 12, McCollum took it to the plant. McCollum asked Melvin Young, working foreman, if he could get off for the election, who referred him to Donald Strahan, Respondent's plant manager. Strahan took the letter and went into his office. Armstrong happened in and, upon reading the letter, advised Strahan that he did not know whether he had to let McCollum off or not, but would call his attorney. Upon checking with his attorney and being advised that he could excuse or not excuse McCollum as he desired, Armstrong told Strahan that he saw no need for McCollum to get off 2 hours early, that the election was 3 days away, and that the matter could be handled during off hours. Armstrong told Strahan to see if McCollum could make arrangements to meet with the union representatives on his own time "because of the workload." Strahan then went to McCollum, returned his letter, and told him that the Company would not excuse him and instructed him to make other arrangements to meet the union officials "because we couldn't spare him as far as production and we didn't want him to be off work."

The following day, Wednesday, February 13, Strahan asked McCollum whether he had contacted the Union and learned that he had not.³ Strahan advised Newell, another International vice president, and offered McCollum the International's telephone number, suggesting that he call at noon. Strahan wrote it down and gave it to McCollum. At 1 p.m., Strahan asked McCollum if he had reached the International, to which McCollum replied that he had not but that Teale had. Strahan indicated to McCollum that he was not satisfied with his answer, that he would take care of it, and that he still was not going to let McCollum off. Later, Strahan called Newell. Upon assuring Newell that, contrary to the information assertedly supplied him by Teale, the Company had no objections to McCollum acting as observer, Strahan asked Newell to tell Bowling that he would like for Bowling and McCollum to meet on their own time, that he could not spare him as far as production goes. Newell told Strahan that when Bowling called in that afternoon from West Virginia he would relay the message. Strahan still later that day got back to McCollum and apprised him of his telephone conversation with Newell.

The following day, Thursday, February 14, as hereinafter alluded to, Armstrong called a number of employees, individually, into his office and discussed with them the election. While McCollum was in Armstrong's office on this occasion, with Strahan present, McCollum asked Armstrong whether he were going to let him off the next day. Armstrong said, no. Armstrong told McCollum that "he would not let me off work to go up and plot against the

¹ Local 113 of the American Flint Glass Workers' Union of North America, AFL-CIO, contractually represents the Respondent's mould makers and apprentices, who make new mould equipment for the production of glass containers. At the time of this meeting the Respondent's miscellaneous employees, comprised of mould polishers and mould cleaners, among other hourly rated employees, were not represented by a union.

² In scanning the eight cards, Armstrong was of the opinion that three of the employees "were not representative of the miscellaneous group," and, as there were some 16 unit employees, he questioned that the Union had a majority.

³ I credit Strahan over McCollum's denial that he talked with other than Armstrong.

Company . . . that would be like me wanting to burn his house down and me borrowing matches off him to burn the house down with." The company officials again asked McCollum to make other arrangements, and to try to meet with one of the union officials that night. When McCollum expressed his feeling that he did not know what to do, that he did not want to let the people in the shop down and that he felt it was his duty to meet, Armstrong reminded McCollum that he was working for him and that the Company could not let him go without permission, that he was putting his job in jeopardy if he did.

The next morning, Friday, February 15, around 10 a.m., Strahan again asked McCollum if he had contacted any of the union representatives. Upon receiving a negative reply, Strahan told him that he could not let him go, that if he went he was going to have to fire him. When McCollum asked Strahan to put that in writing, Strahan refused but told McCollum that he could have a witness to it if he wanted. McCollum so indicated and Strahan called in Dave Armstrong, plant superintendent and brother of Company President, Sherman Armstrong, and, in his presence, again told McCollum that he did not have permission to leave, and that if he left he was going to have to fire him. McCollum replied that he guessed he would have to be fired.

Early that afternoon, Strahan went to McCollum's polishing machine, and, learning from Dave Armstrong that McCollum had clocked out, went to see Sherman Armstrong. The latter, apprised of the situation, instructed that McCollum's timecard be pulled, stating that "he was discharged."

McCollum, who left the plant at 1:30 p.m., went over to the Winchester House where he met Ostendorf. Bowling, who was driving in from out of state, arrived around 2:15 p.m., and the three discussed the election and McCollum's duty as an observer, including which ballots the Union wanted to challenge. During the meeting, McCollum told Bowling and Ostendorf that Armstrong had told him that he could not get off for the meeting, that it would be like giving him matches to burn his house down. Around 2:45 p.m., Ostendorf, Bowling, and McCollum went to the plant where they met the Board agent and, in Strahan's office, Strahan, company attorney, Rex McCoy, and employee Tom Johnson, a polisher who was to act as company observer.

At the outset of the preelection conference, which started late because of the Board agent's late arrival, the Union indicated that it was going to challenge certain employee votes, and McCoy stated that the Company would challenge McCollum acting as observer on the ground he no longer was an employee of the Company. McCoy repeated the statement at Ostendorf's request. McCoy left the office and at the Board agent's suggestion that they appoint another observer, McCollum went out and brought back employee Lee Frazier. At that, McCollum left the room. Bowling inquired of Strahan if McCollum were discharged, and Strahan told Bowling that he would have to talk with counsel. McCoy returned shortly and announced that the Company would not contest McCollum's being the observer, but that "we are going to contest his vote because we have not decided what action we are

going to take against him." Frazier was sent to get McCollum, who reappeared and took over as the Union's observer. McCollum's vote was challenged by company observer, Johnson, as instructed by McCoy, on the ground that he had left his job while working in direct contravention of his supervisor's order that he could not leave, and was subject to discharge and, therefore, not eligible to vote. Shortly thereafter the election was held with McCollum's ballot challenged by the Company and the ballots of four other employees challenged by McCollum, as observer for the Union.

According to Strahan, the following morning, Saturday, February 16, Armstrong and Strahan attempted without success to locate McCollum, ostensibly to inquire of him as to whether he had been "told that he could not be discharged for leaving the shop without permission" and, if so, to ascertain who it was that told him, or whether McCollum had left work on his own to test whether the discharge would stand.

On Monday, February 18, McCollum reported to work, found his timecard missing, and asked Melvin Young if he were officially fired. Upon being referred to Dave Armstrong, McCollum was informed that Sherman Armstrong wanted to meet with him in his office at 9:30 a.m. At that meeting, with Young and Strahan also present, Armstrong first ascertained from McCollum that no one had told McCollum that he could not be discharged for leaving without permission, and that McCollum had left on his own. Armstrong asked McCollum if he could give him any reason for not letting the discharge stand. McCollum said that he could not, and Armstrong stated that he was sorry but it would have to stand. According to McCollum, Armstrong also told him that he was not going to let one man run his shop, stating that McCollum had let him down and had challenged two ballots that he did not think he would challenge.

The General Counsel asserts that McCollum was discharged because of his union activities, including his serving as a union observer, and the fact that he challenged certain ballots. The Respondent contends that McCollum was terminated solely for taking off work prior to the preelection conference on February 15 after having been specifically denied permission to do so.

I am of the opinion, and so find, that McCollum was in fact terminated for having disregarded the Company's repeated instructions not to leave on this occasion. At the same time, however, the real question to be answered, in my opinion, is why was McCollum's request for time off denied.

Notwithstanding the Respondent's effort to have McCollum get together with the union officials to handle the necessary union matters after work hours, and the fact that production was given him as a reason, the record does not support the Company's assertion in this regard. Strahan testified that no other employee was required to work overtime that day, election day, to make up for the 1-1/2 hours that McCollum was off work. Nor was it necessary for any round polishing, McCollum's job, to be performed the next day, Saturday. Furthermore, it is undisputed that just a few weeks prior to his termination, McCollum had sought and was granted permission to be off work for

personal reasons. The key, I find, to the company motivation in refusing McCollum's request on this occasion is in Armstrong's statement to McCollum on February 14, as testified to by McCollum and acknowledged by Armstrong, to the effect that "he would not let me off work to go up and plot against the Company . . . that would be like me wanting to burn his house down and me borrowing matches of him to burn the house down with."

Motivated by an unlawful purpose in denying McCollum's request for 1-1/2 hours time to meet with union officials, the Respondent is estopped to assert what otherwise would constitute a valid reason for a lawful discharge. Accordingly, I find that the Respondent's reason for denying the permission sought was, at least in part, based upon union considerations, and therefore, in subsequently discharging McCollum for having disobeyed the unlawful directive, the Respondent discriminated against McCollum in violation of Section 8(a)(3) of the Act.

Turning to the alleged discrimination concerning John Riley, on March 22 a janitor's job opened up. At a foreman's meeting on that day, Armstrong decided that Riley, one of the miscellaneous employees assigned to polishing rings, should temporarily fill the open position. As a miscellaneous employee, Riley over a 5-year period had as needed performed a number of duties, including sweeping floors, round polishing, cleaning machines, unloading iron, and straight janitorial work. According to Armstrong, Riley was picked for this assignment because he would be capable of switching to polishing at any time they got overloaded in polishing. The move was to have been, and in fact was, temporary until the spring when college students were normally hired for janitorial work through the summer months.

Upon making the change from nights to days, starting March 25, the first week Riley performed janitorial work, the second week he went on vacation, and the third week he did some round polishing in addition to janitorial work. A week later, in real need again for a full-time polisher, the Respondent put Riley back in his former job on the night shift as a polisher, performing polishing duties as well as occasionally janitorial and sweeping functions. During the 4-week period, Riley worked a 6-day week rather than his normal 5-day week. In so doing, however, Riley worked the same number of hours and received the same earnings.

The General Counsel contends, and the Respondent denies, that, in assigning Riley to the janitor job during this 4-week period between March 25 and April 22, the Respondent did so because of Riley's union activities.

Apart from his having been one of a number of employees who earlier had signed union cards, there is no evidence that Riley engaged in other union activity. The only evidence connecting Riley with the Union is contained in a February 14 conversation with Armstrong during which Armstrong said to him, "Well, John, I see you was trying to get a union in," to which Riley replied "Yea, that's what they are trying to do." Riley then told

Armstrong that he did not know what it was all about but if that is what the men wanted he was with them. At that, Armstrong said, "Well, I see you signed a card." Riley admitted that he did as he had before, to which Armstrong said, "Well, I have been good to you boys and I felt if you had a complaint that you would come to me and we could get it ironed out Beings this, there is nothing I can do." Armstrong concluded with his statement that Riley could vote either way he wanted to vote.

As hereinafter noted, this conversation is very similar to other conversations that Armstrong had with miscellaneous employees on this date. I am unwilling to draw the inference from these facts that, in changing Riley's job during the 4-week period in question, the Respondent was discriminatorily motivated.⁴ Accordingly, I find that the General Counsel has failed to prove by a preponderance of the credible evidence that the Respondent discriminatorily changed the work assignment of John E. Riley between March 25 and April 22, 1974.

On February 9, 1974, having heard rumors in the shop that some of the men had been talked to by both union and company people, Strahan, in the company of Dave Watson, plant superintendent, talked with McCollum and Lee Frazier in the plant. Strahan commenced by telling them that the Company was not making any promises or any threats, and that the Union could not promise them anything. Both employees indicated that they understood, and Strahan continued by stating that he did not want to see them get hurt, and thought they should check with other impartial parties to find out exactly what the score was, that as far as wages or benefits and union contracts were concerned they could check with the employees at Overmyers or Ball Brothers, because both companies were under contract with the Union covering miscellaneous employees. Strahan told McCollum and Frazier not to take his word for it or anybody else's, that they should do their own checking.⁵

During the day on February 14, 1974, Sherman Armstrong called most of the miscellaneous employees into his office and, with Strahan present, talked for 3 to 5 minutes with each one individually about the election scheduled for the next day. According to Armstrong, and corroborated by Strahan, his purpose in so doing was to explain to the employees their rights and privileges, and he proceeded to tell them that if they felt the Union would be good for them they should vote for it, if not, they should vote against it. To some of the older employees, Armstrong added that he also stated that he did not realize that anyone was dissatisfied, that he wished they had approached him, but that he could not make them any promises or any threats.

One of the employees called in, Thomas Johnson, testified that Armstrong told him that he was not going to fight the Union but wished that the employees had come to him and talked with him first before it all started. Armstrong also stated that he was surprised when he saw Johnson's name on a union card inasmuch as he had been good to him, having given him 5 hours' Saturday overtime.

⁴ I credit the testimonial denial of working foreman, Melvin Young, a most forthright witness I find, that on the day Riley started his janitor work Young suggested to him that his union activity was responsible for the transfer. In view of this credibility resolution, I find it unnecessary to resolve the supervisory issue as to Young.

⁵ McCollum corroborates the testimony of Strahan as to the above. According to the uncorroborated testimony of Frazier, Strahan also added that if a union came in the Company would have to classify jobs according to the higher or lower pay scales, and that if this happened, he (Strahan) could move him from his job to a lower paying job or a higher paying job.

Johnson indicated that the miscellaneous employees had, contrary to the fact, been under the impression that they had a pension plan like the mould employees, and that this probably gave rise to interest in the Union. Johnson corroborated Armstrong and Strahan to the effect that Armstrong explained to him that he had the right to vote in the election any way he wanted to vote.

Testifying to the February election conversations with Armstrong, another employee, Lee Frazier, testified that Armstrong commenced by telling him that he understood he had a right to talk with his employees up to 24 hours before the election and that he had not heard of any of his employees being dissatisfied and wanting a union until he was presented with it. Armstrong then asked Frazier if he (Armstrong) had not been good to him, to which Frazier replied that he had, and retorted with a question of Armstrong as to whether he (Frazier) had not been doing his job. Armstrong replied that he had.

I find, on the record as a whole, particularly the credible testimony of Anderson and Strahan, and including that of Johnson and Frazier as well, that, as to the February 9 and 14 conversations with his miscellaneous employees, which were concluded more than 24 hours before the February 15 election, Anderson made no threats of any kind and engaged in no unlawful interrogation, and that his statements on these occasions are protected under Section 8(c) of the Act.⁶

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

CONCLUSIONS OF LAW

1. Armstrong Mould Incorporated is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. American Flint Glass Workers' Union of North America, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By discriminating in regard to the hire and tenure of employment of Richard McCollum on February 18, 1974, thereby discouraging membership in and activity on behalf of labor unions, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

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

5. By changing the work assignment of employee John E. Riley between March 25, 1974 and April 22, 1974, the Respondent did not violate Section 8(a)(3) of the Act.

6. The Respondent did not engage in any independent 8(a)(1) conduct as alleged in the complaint.

⁶ Apart from the March 25 allegation attributing to Young an unlawful statement, which incident I have found did not take place, the complaint allegations as to alleged 8(a)(1) conduct are confined to these two dates, February 9 and 14.

⁷ In the event no exceptions are filed as provided by Sec. 102.46 of the

IV. THE EFFECT UPON COMMERCE OF THE UNFAIR LABOR PRACTICES

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

V. THE REMEDY

It having been found that the Respondent has engaged in certain unfair labor practices, it is recommended that it cease and desist therefrom and that it take certain affirmative action which is necessary to effectuate the policies of the Act.

It having been found that the Respondent discriminatorily discharged Richard McCollum on February 18, 1974, thereby violating Section 8(a)(3) and (1) of the Act, it is recommended that the Respondent offer the above-named individual immediate and full reinstatement to his former job or, if his job no longer exists, to a substantially equivalent position without prejudice to any rights and privileges to which he is entitled, and make him whole for any loss of pay he may have suffered by reason of the discrimination against him, by making payment to him of a sum of money equal to the amount that he would have earned from the earliest date of the discrimination to the date of the offer of reinstatement, less net earnings during said period to be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and which shall include the payment of interest to the rate of 6 percent per annum to be computed in the manner set forth by the Board in *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

It is further recommended that the Respondent preserve, and, upon request, make available to the Board or its agents for examination and copying, all payroll records and reports, timecards, and all other records necessary to compute the amount of backpay.

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

ORDER⁷

The Respondent, Armstrong Mould Incorporated, Winchester, Indiana, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in or activity on behalf of American Flint Glass Workers' Union of North America, AFL-CIO, or any other labor organization, by discharging or refusing to reinstate any of its employees, or in any like manner discriminating in regard to the hire or tenure of

Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 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.

employment, or any term or condition of employment, in violation of Section 8(a)(3) and (1) of the Act.

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

(a) Offer Richard McCollum immediate and full reinstatement to his former job, or if his job no longer exists, to a substantially equivalent position without prejudice to any rights and privileges to which he is entitled, and make him whole in a manner and in accordance with the method set forth in the section entitled "The Remedy."

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

(c) Post in conspicuous places, at its Winchester, Indiana, plant, including all places where notices to employees are customarily posted, copies of the attached notice marked "Appendix."⁸ Copies of said notice, on forms provided by the Regional Director for Region 25, shall, after being duly signed by an authorized representative of the Respondent, be posted by it, as aforesaid, immediately upon receipt thereof and maintained for at least 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges discrimination against John E. Riley or any other violations of the Act not specifically found.

Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

WE WILL NOT discharge or refuse to reemploy, or otherwise discriminate against our employees in order to discourage membership in, or support of, American Flint Glass Workers' Union of North America, AFL-CIO, or any other labor organization, or infringe in any like manner upon the rights guaranteed in Section 7 of the Act.

WE WILL offer Richard McCollum immediate and full reinstatement to his former job or, if his job no longer exists, to a substantially equivalent position without prejudice to any rights or privileges to which he is entitled, and will make him whole, with interest, for any loss of pay he may have suffered by reason of our discrimination against him.

All our employees are free to become or remain or refrain from becoming or remaining members of American Flint Glass Workers' Union of North America, AFL-CIO, or of any other labor organization, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act, as modified by the Labor Management Reporting and Disclosure Act of 1959.

ARMSTRONG MOULD
INCORPORATED

⁸ In the event the Board's Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a