PPG Industries, Inc. *and* International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW. Case 25–CA–30018

November 16, 2007

DECISION AND ORDER

BY MEMBERS SCHAUMBER, KIRSANOW, AND WALSH

On March 13, 2007, Administrative Law Judge William N. Cates issued the attached decision. The Respondent filed exceptions and a supporting brief and the General Counsel and the Charging Party each filed answering briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs, and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, PPG Industries, Inc., Evansville, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Belinda J. Brown, Esq., for the General Counsel.[1]
Thomas O. McCarthy, Esq. and *Joseph Mack III, Esq.,* for the Respondent.[2]
Richard J. Swanson, Esq., for the Charging Party.[3]

DECISION

STATEMENT OF THE CASE

WILLIAM N. CATES, Administrative Law Judge. This case involves allegations of interference with employee rights. I heard this case in trial in Evansville, Indiana, on January 25, 2007. This case originates from a charge filed on July 3 and amended on September 12, 2006, by International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW (the Union). The prosecution of this case was formalized on November 27, 2006, when the Regional Director for Region 25 of the National Labor Relations Board (the Board), acting in the name of the Board's General Counsel, issued a complaint and notice of hearing (the complaint) against PPG Industries, Inc. (the Company).

Specifically it is alleged that from about May 16 through June 15, 2006, the Company through the actions of its agents and supervisors violated Section 8(a)(1) of the National Labor Relations Act (the Act) by prohibiting employees from distributing union handbills on the driveway at the Company's facility; by interrogating its employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees; and by threatening its employees with job loss if the employees selected the Union as their collective-bargaining representative.

The Company, in its timely filed answer to the complaint, acknowledged it is an employer engaged in commerce within the meaning of the Act and is subject to the Board's jurisdiction. The Company denies having violated the Act in any manner alleged in the complaint.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. I carefully observed the demeanor of the witnesses as they testified. I have studied the whole record, the parties' briefs, and the authorities they rely on.

FINDINGS OF FACT

I. JURISDICTION, LABOR ORGANIZATION STATUS, AND SUPERVISOR/AGENT STATUS

The Company is a corporation with an office and place of business located in Evansville, Indiana, where it is, and has been, engaged in the business of manufacturing glass products. During the 12 months preceding the issuance of the complaint, a representative period, the Company purchased and received at its facility goods valued in excess of $50,000 directly from points outside the State of Indiana. The evidence establishes, the parties admit and I find, the Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The parties admit and I find the Union is a labor organization within the meaning of Section 2(5) of the Act.

Director of Finance Ted Richardt (Director of Finance Richardt or Richardt) and Supervisor of Manufacturing Services Jackie Debes (Supervisor Debes or Debes) are supervisors and agents of the Company within the meaning of Section 2(11) and (13) of the Act, and I so find.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Distributing Union Handbills

It is alleged at paragraph 5(a) of the complaint that on or about May 16, 2006, the Company, by Director of Finance Richardt, at the company facility, prohibited employees from distributing union handbills on the driveway at the Company's facility.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] In adopting the judge's finding that Supervisor Jackie Debes coercively interrogated employee Tarrell Thomas, we emphasize the context: the questioning occurred during a performance evaluation meeting held in Debes' office, only Thomas and Debes were present, and Debes asked Thomas about the union activities of other employees.

[1] I shall refer to counsel for the General Counsel as Government counsel.

[2] I shall refer to counsel for the Respondent as counsel for the Company.

[3] I shall refer to counsel for the Charging Party as the union counsel.

1. Facts

The Company manufactures automotive glass (windshields, for example) for original equipment as well as replacement glass for major automobile manufacturers as well as satellites of the automobile companies. The plant takes up approximately 30 of the 65 acres it is located on. The plant operates three shifts per day Monday through Friday. The plant is located just off Inglefield Road (State Highway 41 running east and west) in Evansville, Indiana. The driveway leading into the plant from Inglefield Road flares out on either side for approximately 20 feet then the driveway has a guard rail along the side as it proceeds into the company parking lots.

Gary Weber (Weber), 25-year employee, testified he was a member of the voluntary organizing committee (VOC) for the Union in its early May 2006 organizing campaign at the Company. Weber stated VOC members attended meetings of the Union and handbilled at the Company. Weber also wore at work, probably twice a week, prounion T-shirts and/or prounion buttons. Weber's immediate supervisor, Jeff Cardin, observed Weber wearing union paraphernalia at work. Weber testified VOC members handbilled at the Company once or twice per week starting in May 2006.

Weber stated, he, and other employees including Ron Kimmel, Tom Taylor, Pat Mulherin, and Dick Stuart handbilled at the Company between 7 and 8 a.m. on May 16, 2006. Weber testified he and his fellow workers were 5 to 7 feet apart along the plant entrance road where the driveway begins to curve. Nonemployees were handbilling off company property on Inglefield Road. Weber said those handbilling were on the edge of the driveway but would walk into the driveway to give a handbill to anyone that stopped for one. Weber testified Director of Finance Richardt stopped his automobile and "rolled down his window and told us to get off the property." According to Weber, one of the handbillers responded, that they worked at the Company. Weber testified Richardt "just zipped his window up and took off." This incident took place at approximately 7:30 a.m. while the employees handbilling were on company property.

Weber stated, on cross-examination, this was the second day for those handbilling and that they handbilled after May 16, 2006. Weber acknowledged those handbilling were normally at the entrance to the plant and at the entrance to the building itself. Weber stated no employees were ever disciplined for handbilling. Weber also admitted on cross-examination that the Company's solicitation policies specifically provided employees could handbill in nonworking areas including parking lots. Weber stated that those handbilling on the morning in questioned, utilized the exit part of the road from the plant to hand drivers that stopped handbills. Weber testified that after Richardt spoke with them they did not move from where they were nor did they stop handbilling. Richardt never thereafter said anything to those handbilling according to Weber.

Robert Pruitt, 25-year employee and a member of VOC, wore prounion T-shirts, hats, and buttons at work and was observed doing so by his immediate supervisor, Fred Murphy. Pruitt testified there were 10–12 persons handbilling on May 16, 2006, and he along with 4 or 5 others were on the side of the driveway. Others he recalled being there were Chris Kite, Ron Kimmell, Gary Weber, and Kim Ross. Pruitt said nonemployees handbilled along Inglefield Road off company property. Pruitt testified he had an encounter with Director of Finance Richardt while handbilling that morning. Pruitt testified, "I tried to hand him a handbill. He rolled his window down and I tried to hand him a handbill and he told me to get off the property." Pruitt told Richardt, "[W]e was all employees that was standing down here." Pruitt testified Richardt replied, "[H]e didn't care, get off."

Pruitt acknowledged on cross-examination being familiar with the Company's solicitation policy that allowed employees to handbill in nonwork areas including employee parking lots as well as the entrance to the plant. Pruitt readily acknowledged VOC members handbilled for the Union at the Company 2 or 3 days a week from early May until the Board-conducted election on June 28, 2006. Pruitt was never disciplined for handbilling including the May 16, 2006 occasion. Pruitt acknowledged standing in the middle of the exit lane on May 16 when actually passing out handbills. Pruitt participated in handbilling at the plant before and after May 16, 2006.

Pruitt acknowledged that in his pretrial affidavit, provided to the Board, he had stated he tried to give Richardt a handbill and that Richardt did not take it and stated, "[H]e didn't care who we were, that he wanted us back out on the road." However, Pruitt insisted Richardt also told them he wanted them off the property. Pruitt and the others continued to handbill where they were even after the encounter with Richardt. Pruitt and others continued, throughout the union campaign, to handbill at the entrance to the driveway at the plant and at the plant entrance itself.

Ronald Kimmell, a 26-year employee and a member of VOC, wore union T-shirts and/or buttons to work daily and in the presence of his immediate supervisor, Jeff Cardin. Kimmell testified that on May 16, 2006, approximately 10 persons were handbilling at the company facility with the nonemployees remaining off company property along Inglefield Road while he and three or four employees handbilled along the driveway into the company parking lot and entrance. Those he handbilled with stood on and in the exit lane of the entrance driveway. According to Kimmell, Director of Finance Richardt "stopped there in front of me and rolled his window down and said we don't want you here, get out of here, this is PPG property, we don't want you're [sic] here." Kimmell said no one responded in any way to Richardt.

Kimmell acknowledged on cross-examination he was aware that company policy allowed employees to handbill in nonwork areas including driveways and employee parking lots. Kimmell engaged in handbilling "virtually" every time handbilling occurred at the plant including handbilling before and after May 16, 2006. Kimmel was never disciplined for handbilling. Kimmel testified that following May 16, 2006, "[w]e decided there was congestion up there, people coming in, so we decided, well, we'll just go to the door and catch them at the door instead of maybe, having an accident. . . ." Kimmell explained that those handbilling started first at the plant entrance but that caused congestion with traffic backing up on Inglefield Road so they moved down the driveway but that also caused congestion

and safety issues so they "just decided to go . . . to the door" to alleviate congestion and potential safety issues.

Director of Finance Richardt testified he arrived at the driveway entrance to the plant on May 16, 2006, at approximately 7:45 a.m. where he observed employees handbilling as they had done on earlier occasions. Richardt explained that on the earlier occasions those handbilling had done so at the top of the driveway where it flanges out for approximately 20 feet. However, he stated that on the morning of May 16, "there were four or five of them [handbilling employees] . . . strewn down the driveway . . . [a]s opposed to being at the top where the driveway opens." Richardt "pulled alongside the middle of where they were" and "a young lady approached the car." Richardt "opened the window and said you need to move back to the—towards the head of the driveway." Richardt said she simply responded, "[O]h okay." Richardt said Kimmell approached and said, "[s]omething like whats going on? And I said I just told her they need to be moving back to the—towards the head of the driveway. And his response was, "oh." Richardt closed his car window and drove on. Richardt explained he asked those handbilling to move back towards the road because, "there's not enough room in that area [where they were] to be strewn out along the road. There's plenty of room at the top of the driveway where it flares out for them to not be obstructing traffic or to pose a safety threat for themselves or anyone else." Richardt did not have any further conversations with those handbilling at the plant, and he specifically denied telling employees they had to get off company property or that he did not want them there.

2. Credibility resolutions

From the testimony of employees Weber, Pruitt, and Kimmell, as well as, Company Director of Finance Richardt, it is clear certain facts regarding the handbilling is not in dispute. First, handbilling took place during the morning hours of May 16, 2006. Employees had engaged in handbilling before and after that date. Those engaging in handbilling were prounion supporters who were employee members of the VOC as well as some nonemployees. Employees that engaged in the handbilling were never disciplined for doing so and the Company's policies, known to those handbilling, permitted employees handbilling during nonworking time in nonworking areas including the driveway, employee parking lots, and the entrance to the plant buildings. It is clear that four or five employees engaged in handbilling along the entrance driveway leading into the employee parking lots and plant entrance on May 16, 2006. It is clear that the employees engaging in handbilling that morning were in the middle of the exit lane of the driveway when they actually gave the handbills to those willing to accept them. It is undisputed that Company Director of Finance Richardt stopped and spoke to at least some of those handbilling that morning. There is a dispute as to what exactly was said during the brief encounter.

Employees Weber, Pruitt, and Kimmell testified, in essence, that Richardt told them to get off company property and even continued to insist those handbilling get off the property after he was advised they were employees. I am persuaded the three employee witnesses knew what they were talking about and did so truthfully. While their three accounts were not exactly the same, I do not view such as warranting a contrary conclusion as to their credibility. For example, Kimmell said no one responded when Richardt told them to get off company property whereas Weber and Pruitt recalled Richardt being told those handbilling were employees. Although Pruitt's pretrial affidavit account of the encounter reflected Richardt wanted the employees handbilling to get back on the road he explained that Richardt also said he wanted them off the property.

I specifically do not credit Company Director of Finance Richardt's testimony that he simply told "a young lady" and Kimmell that morning that they needed to be moving back towards the head of the driveway and that they responded, "oh" and "oh okay." After observing all of the witnesses that gave testimony about the handbilling incident I do not believe it went as simple and as nonconfrontational as Richardt described the encounter.

3. Guiding principle

The Board in *St. Lukes' Hospital*, 300 NLRB 836, 837 (1990), stated the distribution by off-duty employees of union literature in company parking lots is clearly protected by Section 7 of the Act. The Board noted that except where justified by business reasons a rule which denies off-duty employees entry to parking lots, gates, and other outside nonworking areas will be found invalid. The Board in *Meijer, Inc.*, 344 NLRB 916, 918 (2005), made it quite clear that a prohibition against distributing literature in a nonworking area outside an employer's facility constitutes an unlawful restriction under Section 8(a)(1) of the Act.

4. Analysis and discussion

Here, the Company, by its own policies, allowed distribution of literature to include union literature in nonworking areas including driveways, employee parking lots, and at its plant entrances. However, it appears Company Director of Finance Richardt moved away from the Company's stated policy and sought to enforce an unlawful restrictive policy that, if followed, would prohibit handbilling along the driveway leading to the employee parking lots and plant entrances. The restrictive prohibition Richardt placed on the employees the morning of May 16, 2006, not only violated the Company's own policy, it violated Section 8(a)(1) of the Act, and I so find. The Company advanced no legitimate business considerations necessary to justify Richardt's interference with its employees Section 7 right to distribute union literature along the driveway into the employee parking lots and plant entrances. The Company presented no evidence of actual safety concerns. The handbilling may have been inconvenient for some such as Richardt on the morning in question but mere inconvenience does not establish a legitimate business justification for the interference herein. The fact the interference only occurred on one occasion does not warrant a dismissal of the allegation. The interference came during the union campaign when the Company committed other unfair labor practices. Finally, it is of no consequence that those handbilling later decided to move from the driveway to the plant entrances to avoid any congestion or inconvenience to others.

B. Interrogation

It is alleged at paragraph 5(b) of the complaint that on or about June 1, 2006, the Company, by Supervisor of Manufacturing Services Jackie Debes, at the Company's facility, interrogated its employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees.

1. Facts

Tarrell Thomas, an 8-year forklift driver and a member of the VOC, wore prounion buttons and T-shirts at work each day after the Union started its campaign in May 2006. Throughout his employment Thomas has been supervised by Debes. According to Thomas, Debes called him to her office on June 1, 2006, for his performance evaluation. Their meeting lasted 30 plus minutes with approximately 20 minutes devoted to Thomas' "performance and some attendance issues." Thomas testified that before he left Debes's office she mentioned to him that "she couldn't help but take notice of . . . my shirt. She said, . . . she didn't really want to ask, but she said, well, I would ask anyway what is it that I'm seeking, what do I feel like the union's going to do for me." Thomas answered and Debes responded "how she felt about the Union, stating . . . that we tried to unionize out here before and it didn't work and stating that she didn't feel like it was a good time for things of that nature." According to Thomas, Debes asked if the employees had in mind who they might select for office and told him she personally "had some people in mind that she would select for office if that happened."

Thomas acknowledged on cross-examination he was "constantly visible" in showing his support for the Union. Thomas said it was also well known he not only supported the Union but tried to convince other employees to do the same. Thomas acknowledged he did not feel any pressure to answer Supervisor Debes questions about the Union and explained he viewed her questions as: "I felt that she was asking me that question to put me in the position to squirm a little bit in front of her, not as far as her asking the questions. I didn't have a problem with answering the question. I felt like she was trying to apply some pressure on me because of the fact that I had my union shirt on and that I was actively supportive. I didn't feel pressured about answering the questions. I didn't have a problem with that."

Thomas' account of his conversation with Supervisor Debes was not disputed. I credit Thomas' testimony outlined above.

2. Guiding principles

It is an 8(a)(1) violation of the Act for an employer to engage in conduct which reasonably tends to interfere with, restrain, or coerce employees in the exercise of their Section 7 rights to self-organization, to form, join, or assist a labor organization. An employer's motive for questioning an employee, as well as whether an employer's coercion is successful or otherwise is not relevant. *American Tissue Corp.*, 336 NLRB 435, 441 (2001). The Board has held interrogation is not a pre se violation of Section 8(a)(1) of the Act. *Rossmore House*, 269 NLRB 1176 (1984), affd. sub nom. *UNITE HERE Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985). Stated differently, in determining whether an interrogation is unlawful, the Board examines whether, under all the circumstances the questioning reasonably tends to interfere with, restrain, or coerce employees in the exercise of their Section 7 rights. Under the Board's totality-of-the-circumstances test to determine whether questioning of an employee constitutes unlawful interrogation the Board considers, in part, criteria referred to as the "*Bourne factors.*" See *Rossmore House,* supra at 1178 fn. 20; *Bourne v. NLRB,* 332 F.2d 47, 48 (2d Cir. 1964). The *Bourne factors* call for an examination of such factors as whether the interrogated employee is an open and active union supporter, the background of the interrogation, the nature of the information sought, the identity of the questioner, and the place and method of interrogation. The Board views the analytical standard as an objective one, that is, whether a reasonable employee would experience coercion or interference from the nature of the interrogation, not whether the actual employee in question felt coercion or interference. I shall evaluate the interrogation herein considering the principles and standards referred to above.

3. Analysis and conclusion

It is without question that Thomas was a visible and vocal supporter of the Union. He wore union buttons and shirts to work daily and attempted to persuade his fellow workers to support the Union. Thomas was called alone to his supervisor's office for his evaluation. His supervisor spent a great portion of the meeting discussing Thomas' job performance and attendance habits. Supervisor Debes could readily observe Thomas was for the Union but she chose not to stop at merely knowing he supported the Union. She wanted to know what he felt the Union was going to do for him and added that employees had tried to unionize before and it didn't work out. Supervisor Debes then told Thomas she did not think it was a good time for things of that nature. I am persuaded a reasonable employee would find Supervisor Debes' comments coercive interference. Supervisor Debes informs an employee, while she is evaluating him, that unionizing didn't work out at the plant before and she did not think it was the time for the employees to be attempting to again unionize the plant. Supervisor Debes did not let the union matter rest even at that point. She continued to interrogate to ascertain who the others were that supported the Union by asking Thomas who the employees had in mind to select as officers for the Union. Debes even told Thomas she had employees in mind for union positions if the Union prevailed.

I find, as alleged in the complaint, that Supervisor Debes' inquiries constituted coercive interrogation in violation of Section 8(a)(1) of the Act. It is of no consequence that Thomas did not personally feel coerced by Supervisor Debes' questions.

C. Threats of Job Loss

It is alleged at paragraph 5(c) of the complaint that on or about June 15, 2006, the Company, by Supervisor of Manufacturing Services Jackie Debes, at the Company's facility, threatened its employees with job loss if the employees selected the Union as their collective-bargaining representative.

1. Facts

Vernon Roger Coleman (Coleman), a 27-year employee was a visible union supporter who wore union buttons to work daily

and union T-shirts a few times. Coleman stated his supervisor, Jeff Cardin, observed him wearing the union T-shirts and buttons. Coleman testified he reported for work in the afternoon of June 15, 2006. Coleman, in going to his work area went "[s]traight through . . . a main aisleway" "past the supervisors" including Supervisors Cardin, Morrel, and Debes. Coleman testified he more or less jokingly said to Supervisor Debes as they passed that he was doing two or three jobs at the same time that day. Coleman testified; "She [Debes] stated that, if the UAW got into our plant, that I wouldn't have a job—probably wouldn't have a job working at PPG anymore." Coleman said Debes "more or less wasn't joking" that "she didn't crack a smile" she "just more or less said it and turned around like she was finished talking with me." Nothing else was said between them, and Coleman proceeded to his work area.

Coleman acknowledged on cross-examination he could not be exact as to the date or time of day his conversation with Debes took place but he believed it was on June 16, 2006. Coleman also acknowledged he had a good relationship with Supervisor Debes and that they laughed and joked frequently. Coleman said Supervisor Cardin was close enough to me and Supervisor Debes to have overheard their conversation.

Supervisor of Manufacturing Services Debes supervisors 45 to 47 forklift and other drivers along with two clerks. Debes never supervised Coleman on a regular basis but would supervise him when she was filling in for some other supervisor on weekends. Debes said she met with and greeted employees working for her at an area near the end of line 1 where all employees passed by. She said this was as an area where other supervisors also met with their employees, one or two at a time, to give them their job assignments for the day. Paychecks are also distributed from this location. The area is referred to as the "hitching post."

On the day in question in mid-June 2006, Supervisor Debes was present at the "hitching post" along with Supervisor Cardin, who actually supervised Coleman. Debes said Administrative Supervisor Morrel would also be in the "hitching post" area on some occasions but not every day. Supervisor Morrel no longer works for the Company. Debes acknowledged she often spoke with Coleman as he came through the "hitching post" area but stated she did not have any conversation with Coleman on June 15, 2006, about the Union. Debes specifically denied telling Coleman that if the Union got in he wouldn't have a job. Supervisor Debes said she had been trained not to threaten or interrogate employees nor make promises to them or spy upon them during a union campaign.

Supervisor Cardin testified he was present in the "hitching post" area on June 15, 2006, but did not see or hear Supervisor Debes talking with Coleman. Cardin specifically stated he did not hear Debes tell Coleman that he wouldn't have a job or probably wouldn't have a job if the Union got in. Cardin acknowledged he did not know who or how many employees Debes spoke with that day in the "hitching post" area.

2. Credibility resolutions

Coleman was a soft spoken witness with a sincere demeanor who seemed to know what he was talking about. His overall bearing, manner of speaking and mannerisms convinced me to accept his testimony as truthful. I credit Coleman's testimony.

3. Guiding principles

An employer violates Section 8(a)(1) of the Act by threatening employees with the loss of job or discharge for engaging in protected activity. *Bestway Trucking*, 310 NLRB 651, 671 (1993), enfd. 22 F.3d 177 (7th Cir. 1994). Such a statement violates Section 8(a)(1) of the Act, however, only if under all the circumstances the statement tends to restrain, coerce, or interfere with an employee's rights guaranteed by the Act. See, e.g., *GM Electric*, 323 NLRB 125, 127 (1997). I shall evaluate the statement herein pursuant to these guidelines.

4. Analysis and conclusions

I am fully persuaded that Supervisor Debes' statement to Coleman that he "wouldn't have a job" or "probably wouldn't have a job working at PPG anymore" if the Union got into the plant is a clear threat of job loss that violates Section 8(a)(1) of the Act, and I so find. I note Coleman contended Debes was serious when she made her comments to him. I would make the same finding even if Debes was joking or smiling as she verbally threatened Coleman with the loss of his job if the Union came into the plant.

CONCLUSIONS OF LAW

1. PPG Industries, Inc. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The International Union, United Automobile, Aerospace & Agriculture Implement Workers of America, UAW is a labor organization within the meaning of Section 2(5) of the Act.

3. The Company violated Section 8(a)(1) of the Act by engaging in the following conduct:

(a) Prohibiting its employees from distributing union handbills on the driveway at the Company's facility in Evansville, Indiana.

(b) Coercively interrogating employees about their union membership, activities, and desires and the union membership, activities, and sympathies of other employees.

(c) Threatening employees with job loss if the employees selected the Union as their collective-bargaining representative.

4. The unfair labor practices of the Company described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Company has engaged in certain unfair labor practices, it is ordered to cease and desist and take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Company, PPG Industries, Inc., Evansville, Indiana, it officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Prohibiting its employees from distributing union handbills along the driveway at its Evansville, Indiana facility.

(b) Coercively interrogating its employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees.

(c) Threatening its employees with job loss if the employees selected the Union as their collective-bargaining representative.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

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

(a) Within 14 days after service by the Region, post at its Evansville, Indiana facility copies of the attached notice marked "Appendix."[5] Copies of the notice to employees, on forms provided by the Regional Director for Region 25 of the Board, after being signed by a company authorized representative, shall be posted by the Company and maintained for 60 consecutive days, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Company to ensure that the notices are not altered, defaced, or covered by any material. In the event that, during the pendency of these proceedings, the Company has gone out of business or closed the facility involved in these proceedings, the Company shall duplicate and mail, at its own expense, a copy of the notice to employees to all current employees employed by the Company at any time since May 16, 2006.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 25 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Company has taken to comply.

[5] If this 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 read "Posted Pursuant to a 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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT prohibit our employees from distributing union handbills along the driveway at our Evansville, Indiana facility.

WE WILL NOT interrogate our employees about their union membership, activities, and sympathies and the union membership, activities, and sympathies of other employees.

WE WILL NOT threaten our employees with job loss if our employees select the Union as their collective-bargaining representative.

PPG INDUSTRIES, INC.