Airlines Transportation Company *and* **Paul Conway.** Case 6-CA-15129

8 November 1985

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS DENNIS AND JOHANSEN

On 15 March 1983 Administrative Law Judge Marion C. Ladwig issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

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 for the reasons set forth below and to adopt the recommended Order.

As more fully set forth in the attached decision, the judge found, and we agree, that the Respondent violated Section 8(a)(1) by discharging Paul L. Conway from his job as airport limousine driver for engaging in protected concerted activity. The judge found that on 6 November 1981[2] Conway insisted on taking his full lunchbreak in order to make the point to management that drivers were doing the work of four men who had been laid off during the air traffic controllers' strike. The judge concluded that this protest was related to group action in the interest of all the drivers and that, in discharging Conway, management recognized it as such. The judge held that the Respondent violated Section 8(a)(1) by discharging Conway for engaging in concerted activity for the purpose of mutual aid or protection. We find a more compelling rationale for the judge's conclusion grounded in the Board's *Interboro*[3] doctrine, approved by the Supreme Court in *NLRB v. City Disposal Systems*, 465 U.S. 822 (1984).

In *City Disposal*, which issued after the judge's decision in this case, the Court held that an employee's "honest and reasonable invocation" of a collectively bargained right is concerted activity. In so holding, the Court recognized that, although the processing of a grievance is the principal means for invoking rights conferred through collective bargaining,

> In practice . . . there is unlikely to be a bright-line distinction between an incipient grievance, a complaint to an employer, and perhaps even an employee's initial refusal to perform a certain job that he believes he has no duty to perform. It is reasonable to expect that an employee's first response to a situation that he believes violates his collective-bargaining agreement will be a protest to his employer. [Id. 465 U.S. 822]

Article IV of the collective-bargaining agreement covering the Respondent's limousine drivers provides, inter alia, that "employees *will have* a non-paid one-half (1/2) hour lunch period to be taken between the fourth and sixth hours of work." (Emphasis added.) Describing his arrival at the airport at 6:55 p.m., his sixth hour of work, Conway credibly testified about his conversation with dispatcher John Koehler as follows:

> As I approached the phone John came around the corner and I told him I had one passenger. And then John said he wanted me to make the seven o'clock pull back to Mt. Lebanon, back to Sheraton South and I asked John I said, "No, *I'd like my lunch hour.*" and Koehler says, "I have some people over there, I'll have to cab them." And I said, "Do what you want with them, cab them or helicopter or whatever, *I'd like my lunch hour, I'm due for lunch.*" The contract says that I'm due for lunch between the fourth and sixth hours, and it was getting near the end of my sixth hour and I hadn't even started lunch. [Emphasis added.]

Conway proceeded to relate to Koehler his displeasure that he and other drivers were being pressured to work overtime during a period of employee layoffs. Conway explained that, had he waived his lunch period as the dispatcher had urged, his final trip of the day would have entailed overtime, which the Respondent concedes was not mandatory for drivers.

Supervisory Dispatcher John Colosimo approached Conway about halfway through his lunch period and again requested that he resume driving. Conway testified that his response was "that I didn't feel that I should do this with men laid off because *I wanted my lunch hour because the contract says that it's due between four and six hours.*" (Emphasis added.) During an investigative interview 6 days later, Conway was asked what point he was trying to make by insisting on lunch. When he re-

[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] All dates are in 1981.

[3] *Interboro Contractors*, 157 NLRB 1295 (1966), enfd. 388 F 2d 495 (2d Cir. 1967).

sponded, "I don't feel we should have to work overtime when men are laid off," Company President Jones Sinnott told him, "You've proved your point. You no longer work for this Company." Teamsters Local 128 President William Carson, present at the meeting, reminded Sinnott of Conway's contractual entitlement to his lunchbreak. Sinnott resolved, however, to proceed with the discharge. Subsequently, in a letter to Carson, the Respondent specifically referred to Conway's insistence on his lunch hour in stating the grounds for discharge.

To establish concertedness under *City Disposal*, it is sufficient that an employee complaint communicate a reasonably perceived violation of a collective-bargaining agreement. Where, as here, the employee makes explicit reference to the contractual provision supporting his claim, there can be little question but that the employee is actively pursuing enforcement of that provision. In view of the protected character of this activity,[4] and in further view of the judge's findings, which we adopt, that this activity was the motivating factor in Conway's discharge, we find that the Respondent's action violated Section 8(a)(1).[5]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Airline Transportation Company, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[4] See *Bunney Bros. Construction Co.*, 139 NLRB 1516, 1519 (1962); *General Motors Corp*, 261 NLRB 516 (1982)

[5] Consistent with the judge's decision, we find it unnecessary, in light of the 8(a)(1) finding, to pass on the related 8(a)(3) allegations of the complaint

Michael Poprik, Esq., for the General Counsel.
Timothy E. Finnerty, Esq., of Pittsburgh, Pennsylvania, for the Respondent.

DECISION

STATEMENT OF THE CASE

MARION C. LADWIG, Administrative Law Judge. This case was tried at Pittsburgh, Pennsylvania, August 10, 1982. The charge was filed by Paul Conway December 2, 1981,[1] and the complaint was issued January 28, 1982. Conway and other airport limousine drivers were complaining about working overtime and through their contractual 30-minute lunch period while four drivers were laid off during the air traffic controllers strike. To make this point, Conway insisted on taking his lunchbreak, causing him to miss a trip. The primary issues are whether he was engaged in protected concerted activity and whether the Company, the Respondent, unlawfully discharged him in violation of Section 8(a)(1) of the National Labor Relations Act.

On the entire record, including my observation of the demeanor of the witnesses, and after consideration of the briefs filed by the General Counsel and the Company, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Company, a Pennsylvania corporation, transports passengers intrastate between the airport and various locations in Pittsburgh, Pennsylvania, where it annually derives gross revenue exceeding $500,000 and receives goods valued over $2000 directly from outside the State. The Company admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

A. *Background*

Limousine driver Paul Conway had been employed 15-1/2 years and had a spotless record.

Because of reduced business during the air traffic controllers strike, which began in August, the Company had its first layoff in 36 years, laying off 4 of its 36 drivers (Tr. 181). In general discussions among all the limousine drivers, Conway and others stated they did not feel they should be required to work overtime or through their lunch period on the "skeleton crew" while the men were laid off (Tr. 31–32, 76) and that "it was unfair, it wasn't right to be working overtime while there were men laid off" (Tr. 90–91). They complained to their driver representative that they were doing the work of the laid-off men, sacrificing their lunch periods and working overtime (Tr. 126–127). It is undisputed that management was aware of this complaining, from employee complaints at the dispatcher level (Tr. 91–92).

The collective-bargaining agreement provides for overtime at time and a half after 8 hours a day, and also provides that employees "will have" a nonpaid one-half-hour lunch period "to be taken between the fourth and sixth hours of work" (G.C. Exh. 2, art. IV,A).

The Company admitted at the trial that overtime is not mandatory (Tr. 180), and admitted at page 8 of its brief that "If a driver does not wish to waive his lunch period, he will be permitted to go to lunch without receiving warning, reprimand or discipline."

B. *Conway's Discharge*

1. Insisting on lunch period

On Friday, November 6, Conway went to work at 1:15 p.m. and was due his 30-minute lunch period by 7:15 p.m.

On his third trip from the airport, he arrived at the Sheraton South (19 miles away) about 5:45 p.m. At 6:05 he reported to his dispatcher that the 6 o'clock passenger

[1] All dates are in 1981 unless otherwise indicated.

was a no-show, and the dispatcher instructed him to return empty to the airport. Upon approaching his limousine, however, Conway saw the tardy passenger, who had already placed his luggage in the limousine (Tr. 13). The passenger asked Conway to wait a few minutes while he finished his dinner (Tr. 15–16). Conway agreed to wait and, while doing so, placed a telephone call (to Supervisor John Colosimo's brother about flight instruction (Tr. 16)). Conway then drove the passenger to the airport, arriving about 6:55, and took his lunchbreak from 7 to 7:30 p.m.

Not being informed of the delay at the Sheraton South, Dispatcher John Koehler had planned to assign Conway to take the 7 o'clock trip back to the hotel. Both Koehler and Supervisor Colosimo attempted to persuade Conway to take only a 15-minute lunchbreak and then take the five waiting passengers, but he refused. He insisted on taking his full 30-minute lunch period, stating that he wanted to make the point that "we should not work overtime while we had men laid off." (Tr. 17–19, 36, 41, 46–47, 143–144, 155–156, 161, 164, 169–171, 173.)

Because of the Company's policy of not having passengers wait as long as 30 minutes (Tr. 146, 171), Dispatcher Koehler ordered a taxicab for the five passengers sometime between 7:15 and 7:20 p.m. (At the limousine rate of $5.65, the passengers paid a total of $28.25 for the taxi ride. By a bookkeeping entry, the related taxicab company charged the Company the taxi fare of $24.)

There were no waiting passengers at 7:30 p.m. when Conway finished his 30-minute lunchbreak. Shortly after 7:30 he was shifted to the Sheraton South to make the 8 p.m. return trip.

2. His discharge

On Monday, November 9, Chief Dispatcher Roy Dietz notified Conway by telephone that President James Sinnott had ordered him held off work for refusing a trip. Conway denied refusing a trip, stating, "I just insisted on my lunch hour, because I was due for lunch according to the contract." Dietz then said that a meeting with Sinnott was set for Thursday, November 12. (Tr. 20.)

On November 12, Teamsters Local 128 President William Carson, Steward Paul Dinert, and Conway met with Company President Sinnott and Claims Manager Robert Napolitan. Sinnott opened the meeting by giving them statements by Dispatcher Koehler and Supervisor Colosimo to read (G.C. Exhs. 3 and 4). Both statements reported that Conway had refused to make the 7 o'clock trip to make or prove a point. Sinnott asked Conway for his reply. Conway recounted what happened and admitted insisting on taking his lunch period to make a point (Tr. 24–28, 58–61). (As credibly testified by Conway, who appeared to be an honest, forthright witness, he told Sinnott in the meeting (Tr. 27) that he made the telephone call while waiting for the passenger, not before the passenger appeared as claimed in Koehler's statement and as claimed by both Koehler (Tr. 143, 149) and Napolitan (Tr. 200, 202) at the trial. Koehler and Napolitan, as well as Colosimo, impressed me by their demeanor on the stand as being willing to give any testimony that would help the Company's cause.)

President Sinnott asked, "What's the point you're trying to make?" (as recalled by Conway (Tr. 28), or "What are you trying to prove?" as recalled (Tr. 61) by Local President Carson). After Conway explained, "I don't feel *we* [emphasis supplied] should have to work overtime when men are laid off" (Tr. 28), Sinnott stated, "Well you proved your point, you no longer work for this Company" (Tr. 61), "You're discharged for insubordination" (Tr. 25). Steward Dinert protested that Conway had been a driver for 15 years and this was pretty severe punishment for a one-time offense. Local President Carson pointed out that it was the driver's prerogative under the contract to take his lunch period between the fourth and sixth hours of work. Speaking to Conway, Sinnott responded that 16 years of service "does not give you the right to tell me how to run the Company." (Tr. 25–26, 61–63.) Sinnott thus converted the November 6 suspension into a discharge.

On November 13, Claims Manager Napolitan prepared a letter to the Union for President Sinnott's signature (Tr. 206), stating that Conway was dismissed for just cause and that Conway "due to delaying tactics . . . did not arrive until 6:55 p.m. and insisted that he be given his lunch break even though he was needed to make a trip and informed his supervisor that he could cab passengers to their destination." In his January 28, 1982 pretrial affidavit (G.C. Exh. 6), Napolitan explained the discharge by stating that Sinnott informed Conway at the November 12 meeting "that he was being discharged for refusal to work, that refusal to take a trip was insubordination." In its answer (G.C. Exh. 1(e)), filed February 5, 1982 (over 6 months before trial), the Company asserted that its action in dismissing Conway "was due to the action of the Employee in failing to take a direct order from his supervisor and causing the Respondent to provide alternate means of transportation for its customers."

The General Counsel contends that Conway was discharged for making the point and bringing to the Company's attention, by insisting on his contractual lunch period, "the group complaint of Respondent's drivers that it was unfair of Respondent to expect them to work overtime while their fellow drivers were laid off."

C. *Shifting Defense*

By the time of trial, the Company had fabricated the defense that it had discharged Conway, not for refusing to take the 7 o'clock passengers during his 30-minute break but for refusing to take them at 7:30 p.m., after the lunchbreak.

Thus, Claims Manager Napolitan falsely testified that "There was no problem about [Conway's] taking his lunch between the fourth and sixth hours. The problem was he refused to take the passengers after lunch" (Tr. 208); "What he was discharged for was the refusal to take the passengers after seven thirty. That's what Mr. Sinnott was upset about." (Tr. 204.) Napolitan falsely denied that Conway stated at the November 12 meeting that he refused to take the passengers because he wanted to take his lunch (Tr. 212), despite Napolitan's admission

in his pretrial affidavit, "Conway stated that he refused to take the passengers because he wanted to take his lunch."

Supervisor Colosimo also gave false testimony to support this fabrication, although at one point he deviated from the defense. When questioned about his conversation with Conway (about 7:10 p.m. when Dispatcher Koehler sent Colosimo over to persuade Conway to take only a 15-minute lunchbreak), Colosimo admitted that Conway responded, "I want to have my lunch then I'll go" (Tr. 169). Appearing to realize that this answer would undercut the Company's defense, Colosimo quickly changed his testimony and later claimed, "He led me to believe he wasn't going to take" the passengers (Tr. 173). He further claimed on cross-examination:

> Q. Mr. Conway told you that he did not desire to take the people at seven thirty?
>
> A. Yes.
>
> Q. He did not say he would not take the people at seven thirty?
>
> A. He said he didn't care how we got the people there.
>
> . . . .
>
> Q. That he didn't care how you got the people there, that he was taking his lunch until seven thirty?
>
> A. Yes. Tr. 174.

(I note that in his pretrial affidavit (G.C. Exh. 4), Colosimo stated that Koehler asked him to talk to Conway about making the trip "after he was off lunch," but that Conway "said he didn't want any overtime"—obviously referring to Conway's refusal to accept overtime pay for the last 15 minutes of an abbreviated lunch period and to take the passengers at 7:15 p.m. Colosimo admitted at the trial (Tr. 164) that he was asking Conway at 7:10 p.m. to take the passengers then instead of waiting until 7:30, and Koehler admitted (Tr. 161) that Conway was refusing to take the passengers at 7:15.)

Also in support of the Company's belated defense, Dispatcher Koehler claimed that he would not have sent the passengers by taxicab but would have waited 30 minutes until after Conway's lunch period if Conway had said he would take the passengers then (Tr. 148), and that the only reason he did not wait was his belief that Conway would refuse at 7:30 p.m. to carry them (Tr. 159–160). I discredit this testimony as an obvious fabrication. The Company had a policy against having passengers wait 30 minutes. Supervisor Colosimo admitted: "We don't really make it a point to make people wait a half hour . . . . Five or ten minutes people don't mind, but . . . a half hour. We would lose the business, people would get cabs or rent a car or something" (Tr. 171). Furthermore, Koehler was working under the supervision of Chief Dispatcher Dietz, who candidly admitted at the trial that he would expect the dispatcher to call a cab rather than wait for the driver to take his (30-minute) lunchbreak (Tr. 195–196).

I discredit the testimony that Conway refused to carry the passengers after his 30-minute lunchbreak, and credit his denial (Tr. 46) and his testimony that of course he would have taken the passengers at 7:30p.m. if they were still waiting "because I was making the trip anyhow" (Tr. 19).

I therefore find without merit the Company's contentions, at pages 15 and 16 of its brief, that Conway "was discharged for his refusal to take the passengers at 7:30 p.m.," and that "management reasonably believed that Conway blatantly refused to take the passengers even after a half-hour lunch period."

D. *Other Defenses*

The Company concedes in its brief that "Arguably the Complainant [Conway] did show empathy among the drivers on the matter of layoffs," that "Conway testified that during the three months preceding his termination he and other employees discussed their dissatisfaction with the ramifications of the layoff," and that "the Complainant may have had conversations relating to the employees' interests" (R. Br. 6, 9, 14). Yet the Company argues: "It is clear from the testimony presented that the Complainant's activity was solely for his own benefit" (R. Br. 8). Neither the brief nor the evidence, however, reveals any personal interest or motivation that Conway may have had for insisting on his lunch break other than his making common cause with other limousine drivers who were complaining about working shorthanded and doing the work of the laid-off employees by working overtime and through their lunch period.

The Company contends that "the Complainant failed to elicit testimony showing that he had united with other employees or acted individually in an attempt to change the terms and conditions of [employment at] the Respondent," and "The facts and testimony do not substantiate any argument that he was dismissed because he attempted to enforce any contractual provision" (R. Br. 5, 11–12). To the contrary, the evidence is clear that he was discharged for "insubordination" when he exercised his admitted contractual right to take the 30-minute lunchbreak for an obvious purpose of inducing the Company to reinstate one or more of the laid-off drivers. As found, President Sinnott told Conway at the time of the discharge that he did not have "the right to tell [Sinnott] how to run the Company."

The Company argues that its dismissal of Conway "was based upon its mastery of its own business affairs" and "It is not in the Respondent's interest to retain employees who choose to 'make a point' only to vindicate personal motives" (R. Br. 14, 19). To the contrary, when asked "What's the point you're trying to make?" Conway told President Sinnott, "I don't feel we the limousine drivers should have to work overtime when men are laid off." It is evident that Sinnott was concerned with Conway's effort to induce him to reinstate laid-off employees.

Finally, the Company argues, "That there was no protected concerted activity which precipitated the dismissal," that "It was Complainant's insubordination rather than any alleged concerted activities that led to his termination," and "That any alleged protected conduct was not causally related to the Respondent's action" (R. Br. 5, 20).

E. *Concluding Findings*

The Company admits that before the unprecedented layoff of four limousine drivers, the drivers had been permitted to take their full 30-minute lunch periods "without receiving warning, reprimand or discipline."

On this occasion, however, drivers were complaining among themselves and to management that it was unfair for them to be working overtime while men were laid off, and limousine driver Conway insisted on taking his full lunchbreak, causing him to miss a trip. When he explained to President Sinnott that he did so to "make a point" that he did not feel the drivers should have to work overtime when men were laid off, Sinnott discharged him for insubordination, telling him he did not have "the right to tell Sinnott how to run the Company."

After considering all the evidence and circumstances, I find that the Company was aware that Conway's conduct was related to group action in the interest of the employees, *Mushroom Transportation Co. v. NLRB*, 330 F.2d 683, 685 (3d Cir. 1964), and that the Company discharged him for engaging in activity for the purpose of mutual aid or protection. Limousine drivers were laid off for the first time in 36 years. The Company was aware, from employee complaints at the dispatcher level, that drivers were protesting the layoffs and were opposed to working overtime while fellow drivers were still laid off. The drivers had the admitted contractual right to insist on taking their full 30-minute break, even if no one else was available to take a trip, but Conway was the first driver to exercise that right during the layoffs to "make a point" that the drivers should not have to do the work of laid-off employees by working overtime.

It was under these circumstances that the Company fabricated the defense that it discharged Conway for refusing to take the passengers *after* his 30-minute break, rather than for missing a trip by insisting on his contractual right to take his lunchbreak. I infer that the Company shifted its defense at the trial to conceal its determination to rid the Company of Conway (despite his senior status and his spotless record) to prevent other drivers from following his lead in the protected concerted activity.

Accordingly I find that the clear preponderance of the evidence shows that limousine driver Conway's participation in concerted activity protected under Section 7 of the Act was the sole reason that the Company discharged him for "insubordination," and that he would not have been discharged in the absence of this protected concerted activity. I therefore find that the November 12 discharge, effective November 9, violated Section 8(a)(1) of the Act. In view of this finding, I do not deem it necessary to rule on the allegation that the discharge also violated Section 8(a)(3).

CONCLUSIONS OF LAW

By discharging Paul Conway November 9, 1981, for engaging in protected concerted activity, the Company engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in an unfair labor practice, I find it necessary to order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having unlawfully discharged an employee, it must offer him reinstatement and make him whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *Florida Steel Corp.*, 231 NLRB 651 (1977).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

The Respondent, Airlines Transportation Company, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging any employee for engaging in protected concerted activity.

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

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

(a) Offer Paul Conway immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed, and make him whole for any loss of earnings and other benefits suffered as a result of his discharge, in the manner set forth in the remedy section of the decision.

(b) Remove from its files any reference to the unlawful discharge and notify the employee in writing that this has been done and that the discharge will not be used against him in any way.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facilities in Pittsburgh, Pennsylvania, copies of theattached notice marked "Appendix."[3]

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[2] 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

[3] 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."

Copies of the notice, on forms provided by the R egional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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 Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

IT IS FURTHER ORDERED that the complaint be dismissed insofar as italleges violations of the Act not specifically found.

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT discharge any of you for engaging in protected concerted activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL offer Paul Conway immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed and WE WILL make him whole for any loss of earnings and other benefits resulting from his discharge, less any net interim earnings, plus interest.

WE WILL notify him that we have removed from our files any reference to his discharge and that the discharge will not be used against him in any way.

AIRLINES TRANSPORTATION COMPANY