

**Alpha School Bus Company, Inc and United Steelworkers of America, AFL-CIO Case 13-CA-26751**

March 15, 1989

**DECISION AND ORDER**

BY MEMBERS CRACRAFT, HIGGINS, AND  
DEVANEY

On September 30, 1988, Administrative Law Judge Richard A. Scully 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,<sup>1</sup> and conclusions<sup>2</sup> 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, Alpha School Bus Company, Inc., Crestwood, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup> 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.

<sup>2</sup> In his Conclusions of Law the judge referred to Beatrice Scurlock's second suspension as occurring on March 17 and 18. The exact dates of the suspension were March 16 and 17. This inadvertent error does not affect our decision.

*Rick Hampton Esq.* for the General Counsel  
*Julie Badel Esq.* of Chicago, Illinois for the Respondent

**DECISION**

RICHARD A. SCULLY, Administrative Law Judge. On a charge filed on March 30, 1987, by United Steelworkers of America, AFL-CIO (the Union), the Acting Regional Director, Region 13 National Labor Relations Board (the Board), issued a complaint on May 18, 1987, alleging that Alpha School Bus Company, Inc. (the Respondent) had violated Section 8(a)(1) and (3) of the National Labor Relations Act (the Act). The Respondent filed a timely answer denying that it had committed any violation of the Act.

A hearing was held in Chicago, Illinois, on October 15 and 16, 1987, at which all parties were given a full op-

portunity to participate, to examine and cross-examine witnesses, and to present other evidence and argument. Briefs submitted on behalf of the General Counsel and the Respondent have been given due consideration. On the entire record and from my observation of the demeanor of the witnesses, I make the following

**FINDINGS OF FACT**

**I. THE BUSINESS OF THE RESPONDENT**

At all times material, the Respondent was a corporation with an office and place of business in Crestwood, Illinois, engaged in the business of providing school bus transportation services. Annually, in the course and conduct of its business, the Respondent provides services to entities within the State of Illinois valued in excess of \$50,000 and purchases and receives at its Crestwood facility products, goods, and materials valued in excess of \$50,000 directly from points outside the State of Illinois. The Respondent 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.

**II. THE LABOR ORGANIZATION INVOLVED**

The evidence establishes that the Union is an organization that had been engaged in a campaign to organize and represent employees of the Respondent since August 1986. It had formed a steering committee that involved the participation of certain of those employees and produced and distributed a newsletter directed to those employees. I find that the Union exists for the purpose of dealing with employers, including the Respondent, concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

**III. THE ALLEGED UNFAIR LABOR PRACTICES**

**A. Interrogation and Suspension of Beatrice Scurlock**

On February 26, 1987,<sup>1</sup> while several drivers were present in the drivers' room at the Respondent's facility prior to starting their afternoon runs, a dispute arose between a driver and Respondent's general manager, Michael Wagner, about the correctness of an item printed in a union newsletter, which had been placed in the drivers' room. Wagner disputed an allegation concerning the contractual amount that certain school bus aides were being paid. Driver Beatrice Scurlock, who had been identified by the Union in a letter to the Respondent as a member of its steering committee, arrived in the room while the argument was going on. Scurlock looked at a copy of the contract in question and agreed that the amount stated in the newsletter was incorrect. Scurlock showed those present the correct amount and made corrections on the newsletters in the room. She then left for her run, which included a pickup at the Braun School.

On the following day, Friday, February 27, after she completed her morning run, Scurlock was called into

<sup>1</sup> All dates are in 1987 unless otherwise indicated.

Wagner's office about 9:30 a.m. At Scurlock's request driver Marsha Flowers accompanied her. According to the testimony of Scurlock and Flowers, Wagner asked Scurlock if she went to Braun School. When she said yes, he asked if she had passed out any papers or literature there and Scurlock said no. Wagner then told Scurlock to think very carefully about her answer because she could be suspended or terminated depending on how she answered and he again asked if she had passed out papers or literature at the school. Scurlock again said no and asked what kind of papers. She also asked for the opportunity to talk to whoever was accusing her. The meeting ended with Wagner telling Scurlock she was suspended indefinitely for lying and insubordination.

Scurlock testified that at 11:30 that morning she was called at home by Director of Operations Geraldine Lange who told her the suspension had been lifted and that she should report to work that afternoon. When Scurlock arrived at work she was told she had to talk with Wagner again. Scurlock went to Wagner's office accompanied by driver Dorothy Roedel. Lange was also present. Wagner again questioned Scurlock about passing things out at Braun School. He also asked her what other drivers were present and to whom she had spoken. Eventually, Scurlock asked for the opportunity to contact a lawyer and was allowed to do so, but could not get through to him. The time came for the afternoon runs and Wagner told the dispatcher to get someone to cover Scurlock's run. Roedel left to do her run after Wagner told her she would not be paid if she stayed with Scurlock. Wagner continued to question Scurlock and to accuse her of lying. He asked her about papers she had in her pocket at Braun School and whether any writing was showing on them. Scurlock told Wagner she had a seniority list in her pocket and he questioned her about how she had obtained it. During this meeting, she told Wagner that if she had given anyone anything it was because they had asked her for it. At some point Scurlock complained about the questioning and said she wanted to leave. Wagner responded that since she was on the clock and he was paying her she had to stay and told her if she left you know what the consequences are. Wagner had written notes on a pad and asked Scurlock to sign it but she refused saying she wanted a lawyer to look at it. As Scurlock left Wagner's office he followed her out and hollered since you no longer work here, get off my property.

Scurlock also testified that on the following Tuesday, March 3 (Monday being a holiday) she contacted the Union's attorney and was told that everything was fine and she should go into work and talk to Wagner. She went to the Respondent's facility about 11 a.m. and asked to see Wagner who was unavailable. She waited for one half hour and then left to take her mother to a medical appointment. That afternoon she spoke by telephone with Lange who told her to come in the next morning. When she saw Wagner the next day, March 4, she told him that the lawyer had told her to report and that she was ready to go to work. Wagner responded that she had said she would not speak to him without her lawyer being present. Scurlock said that was not what she had said only that she wanted to speak to the

lawyer before answering any more questions. Wagner again said that she had said she would not talk to him without a lawyer and the meeting ended.

Thereafter each morning Scurlock called the dispatcher and asked if she should come into work. Each day the dispatcher asked if she had seen Wagner yet and when she said no, she was told she could not come in. On the Wednesday of the following week Wagner telephoned Scurlock and told her to report to him with her lawyer by Friday, March 13, or she would be terminated. Scurlock met with Wagner Friday accompanied by Union Representative Ray Pasnick. Wagner again asked her if she had passed out papers or literature and Scurlock said no. Wagner told her she could return to work but if he found out she was lying she would be terminated. Scurlock returned to work that day on her afternoon run.

Scurlock's testimony concerning these meetings with Wagner struck me as straightforward, spontaneous and believable. I find that these events occurred as she described them. Her testimony is supported by that of Flowers, Roedel, and Pasnick regarding the portions of the incidents that they observed. The testimony of Wagner does not contradict most of what Scurlock described, and to the extent it differs regarding certain details of their conversations, I credit Scurlock, based on their demeanor while testifying and that I found Wagner's explanation why these events transpired to be unworthy of belief.

The General Counsel contends that Scurlock was unlawfully interrogated and threatened by Wagner concerning protected activity of herself and other employees and that she was suspended on February 27 in retaliation for having engaged in protected activity. The Respondent contends that Wagner's interrogation of Scurlock was lawful that he had not asked if she was distributing union literature, that he was pursuing a legitimate investigation of an employee's conduct during worktime that he did not threaten Scurlock, and that she was suspended for cause on the morning of February 27 and, thereafter, voluntarily absented herself from work until March 13.

#### Analysis and Conclusions

According to Wagner he was called on February 25 by an unidentified representative of Braun School, who complained that school bus drivers were congregating and asked him to look into it. He said the complaint was based on a contract provision requiring drivers to remain with their vehicles. However, the contract he identified as that governing service to Braun School refers only to drivers not leaving vehicles unattended while students are being transported. Wagner also said that while drivers are supposed to remain in their vehicles, the policy is not rigidly enforced and that they may get out of their buses and talk to one another while waiting for the students to be dismissed. Wagner said that the school representative did not mention Scurlock regarding the complaint about congregating and that he did not discuss the matter with anyone other than Scurlock and Loretta Piotrowski, a driver who allegedly made a complaint about Scurlock the same week.

Wagner testified that Piotrowski came to him during the week of February 25 and complained that Scurlock was passing out information at Braun School that offended Piotrowski. She did not identify what the information was or why it offended her. When Wagner asked her what it was, she said she wasn't sure what it was. Piotrowski did not testify. Wagner offered no other reasons for his questioning of Scurlock concerning her conduct at Braun School.

I find the alleged grounds for Wagner's interrogation of Scurlock to be pretexts. I did not believe Wagner's testimony about the congregating complaint, which did not identify Scurlock as being involved and which he made no other meaningful effort to investigate. As for the alleged complaint by Piotrowski, it is difficult to understand how she could be offended by something when she wasn't sure what it was. It has long been recognized that when the stated motive for an action is false another motive may be inferred from the facts in the record as a whole.<sup>2</sup> The record here supports the inference that Wagner's motive was to harass Scurlock because of her involvement in union activities.

The first interrogation of Scurlock began the morning after Wagner had complained about an item in the Union's newsletter that was being distributed in the driver's room. It was Scurlock who responded to Wagner by producing a copy of the contract referred to in the newsletter and making corrections in the newsletters in the drivers room, thereby suggesting that she was responsible for the article in question. The timing of an action can be persuasive evidence of the Respondent's motivation.<sup>3</sup> The interrogation of Scurlock who Wagner admitted was a good employee with no problems during the 7 or 8 years she had worked for the Respondent began a matter of hours after the newsletter incident. Wagner's conduct during the interrogation indicates he was more interested in coercing and intimidating Scurlock than in obtaining information. Although he had no personal knowledge that Scurlock had passed anything out at Braun School, he dismissed her repeated denials and accused her of lying. Wagner claims he found Scurlock to be insubordinate because she was reluctant to answer his questions and changed her story. From all that appears the change in her story he was referring to is her saying that she did not pass out anything while also saying that if she gave anyone anything it was because they asked for it. She repeated both statements in at least two different meetings; consequently they do not constitute a change in her story nor are the statements necessarily inconsistent.<sup>4</sup> The Respondent contends that Wagner was within his rights to question Scurlock about possible violations of company rules and policies or in interference with other employees' duties. However, there was no credible evidence that employees were being impeded or that any such policies existed. Wagner admitted that drivers routinely get off their buses and talked while

waiting for students.<sup>5</sup> There was no evidence that the exchange of literature or other materials among drivers was prohibited.<sup>6</sup> I find that Wagner's interrogation of Scurlock had no legitimate business reason.

Considering all the circumstances surrounding the various interrogation sessions, I find that they were coercive under the standards discussed by the Board in *Rossmore House*.<sup>7</sup> Although Scurlock may arguably be considered an open and active union supporter, she was subjected to interrogation on three different occasions, under circumstances involving a threat of termination, a suspension, accusations that she was lying, and questions designed to require her to identify other employees who may have shared her prouion sentiments. I find that Wagner's interrogations of Scurlock violated Section 8(a)(1) of the Act. I also find that Wagner's threat of suspension or termination based on how Scurlock answered his questions violated Section 8(a)(1).<sup>8</sup>

It is undisputed that the first meeting on February 27 ended with Scurlock being told by Wagner that she was suspended and that Lange called Scurlock later that morning to tell her that the suspension was lifted and she should report to work that afternoon. It is also undisputed that Scurlock did not work again for the Respondent until the afternoon of March 13. The General Counsel contends that Scurlock was terminated on February 27 while the Respondent says that she voluntarily absent ed herself from work during the period from February 27 to March 13.

When Scurlock returned to work pursuant to Lange's telephone call on February 27, she was not allowed to return to work but was subjected to further unlawful interrogation by Wagner. At the afternoon meeting he continued to ask Scurlock the same questions he had asked in the morning meeting and got the same answers. During the afternoon meeting, Scurlock asked for and was given permission to contact an attorney but was unable to reach the Union's attorney. The Respondent contends that Scurlock ended this meeting by refusing to answer any more questions and walking out. The credited testimony of Scurlock indicates that at one point she started to leave and was ordered back by Wagner who said that because she was on the clock she had to remain and, if she left, there would be adverse consequences. The meeting ended when Wagner asked Scurlock to sign a paper on which he had made notes of their meetings and she refused until she could consult with an attorney. Scurlock testified that as she left Wagner told her that

<sup>5</sup> On February 27, along with their paychecks, drivers received notices from Wagner advising them that it was against company policy to leave a bus unattended, whether loaded with children or not. This appears to be an after the fact attempt by Wagner to legitimize his interrogation of Scurlock all the more so since when he was asked about the notice at a meeting with the drivers on March 3, Wagner told them if their buses were empty they could get out and talk to each other.

<sup>6</sup> The testimony of Scurlock that at a drivers meeting in October 1986 she was told by Lange not to pass out papers until the meeting had ended does not, as the Respondent's brief appears to suggest, establish a policy prohibiting drivers from passing out or exchanging papers while waiting for students to be dismissed.

<sup>7</sup> 269 NLRB 1176 (1984).

<sup>8</sup> I credit Scurlock's testimony that Wagner made this threat during the first interrogation on February 27.

<sup>2</sup> See *Shattuck Denn Mining Corp. v. NLRB*, 362 F.2d 466 (9th Cir. 1966).

<sup>3</sup> See *Limestone Apparel Corp.*, 255 NLRB 722, 736 (1981).

<sup>4</sup> There is obviously a significant difference between passing out unso licited literature to perhaps unrecptive bystanders and handing some one a piece of paper that they have asked to see.

she no longer worked there and to get off the property Wagner and Lange testified that Scurlock was being disruptive in the drivers room and was asked to leave but was not told she no longer worked there When she returned on the following Tuesday, pursuant to a purported agreement between attorneys for the Union and the Respondent, Wagner was not available On Wednesday, Wagner refused to talk to her because she did not have an attorney with her This Wagner said was because she had told him she would not answer any questions without a lawyer present Scurlock told him this was not the case that she simply wanted to speak with the lawyer first, but he ignored this, again saying that she had insisted on an attorney being present and the meeting ended On March 13 when Scurlock came in, accompanied by a union representative, Wagner again asked the same questions and Scurlock gave the same answers This time she was allowed to return to work but not until after a further threat by Wagner that if he found out she was lying she would be terminated

All of these meetings and interrogations were simply extensions of the first on the morning of February 27 and were equally unlawful It makes little difference whether Wagner actually told Scurlock she was terminated when he told her to leave the property on the afternoon of February 27 or that she misunderstood him the fact is she was not permitted to return to work until Wagner was satisfied with her answers to his questions Because these interrogations were unlawful, the Respondent cannot use Scurlock's alleged failure to answer Wagner's questions (or to answer them in a manner acceptable to Wagner) as a basis for refusing to let her work Although the Respondent contends that Scurlock's failure to work was voluntary, I find it was due to the Respondent's de facto suspension of Scurlock between February 27 and March 13 This suspension had no lawful basis and was meant to retaliate against her because of her actual or suspected union activity<sup>9</sup> I find that this unlawful suspension of Scurlock violated Section 8(a)(1) and (3) of the Act I also find that Wagner's parting shot, that if he found out she was lying she would be terminated was an unlawful threat in violation of Section 8(a)(1)

#### *B Second Suspension and Route Change*

On the Monday following Scurlock's return to work on March 13 when she came back from her afternoon run she was sent to see Wagner who gave her a notice saying that she was suspended for 2 days for being a no show/no call on March 3, 4 and 6 Wagner told Scurlock that he was very disappointed in her and that he had heard a lot of bad things about her which he now tended to believe

The Respondent's employees handbook provide that drivers must notify the company of a forthcoming absence at least 1 hour before punch in time and must do so every day they will not be in attendance The first offense results in a written notice, the second, a 2 day suspension and the third may result in termination

<sup>9</sup> The suspension was needlessly prolonged by Wagner's refusal to talk with Scurlock on March 4 which I find was an unjustified and vindictive effort to further harass her

Scurlock testified that at Pasnick's suggestion she called in every day and was told she could not work because she had not seen Wagner Pasnick did not tell her to call in until the evening of March 4 when he learned about her abortive meeting with Wagner that day The Company's records indicate that Scurlock did not call in on March 3 and 4 which I find is likely the case since she was to meet with Wagner on March 3 and when that meeting fell through on March 4 I also accept what the Company's records show regarding March 6 Notwithstanding Scurlock's failure to call in on those days, I find her 2 day suspension for being a no call/no show was unlawful Wagner testified that even if Scurlock had come into work during the period from March 3 to March 13 she would not have been allowed to work until their discussion concerning her conduct at Braun School had been completed to Wagner's satisfaction As noted above, the entire Braun School interrogation was unlawful, as was the de facto suspension of Scurlock grounded on her failure to submit to the interrogation and give answers that Wagner considered satisfactory Because Scurlock was, in effect, suspended from February 27 to March 13, any call she did make would have been futile, as was the case with her calls on March 5 and March 9 through 13 Wagner acknowledged that a driver who is suspended is not expected to call in I find that the use of Scurlock's failure to call in on 3 of the days she was suspended as a basis for a further suspension which she served on March 16 and 17 was a pretext and that this second suspension was another effort to harass Scurlock and retaliate against her for engaging in protected activity and violated Section 8(a)(1) and (3) of the Act

When Scurlock returned to work after serving this suspension she was assigned to different morning and afternoon routes Wagner testified that a school had complained about the inconsistency of drivers on her route and that he had a driver coming back off leave who was given Scurlock's route When Scurlock's suspension was over she was given the only open route According to Wagner, the new route was approximately the same in terms of hours as Scurlock's old route True or not changing Scurlock's route was a further act of harassment and was obviously perceived by her as such It is readily apparent that if there was any inconsistency of drivers on Scurlock's route it was because of the unlawful suspensions of Scurlock which prevented her from driving those routes Because the route change was a direct result of the Respondent's unlawful action in suspending her, it too was unlawful Whether this change resulted in any monetary loss to Scurlock can be determined in the compliance stage Even if it did not, taking away Scurlock's regular route was another of the Respondent's efforts to harass and retaliate against her for engaging in protected activity and violated Section 8(a)(1) and (3) of the Act

#### *C Third Suspension*

On April 9 Scurlock failed to pick up a child on her new route The child was only picked up on Thursdays and the previous Thursday had been a holiday April 9

would be only the second time Scurlock picked him up. Scurlock testified that she had forgotten the child that day. She also had not filled in required attendance sheets as she went along that morning, which would have indicated that the child was to be picked up. On April 15, Scurlock was given a notice signed by Wagner, advising that she would be suspended from her noon route for 1 week from April 27 through May 1, and further stating:

Should you violate any company (or State) rules, regulations and/or policies in the future (one year from date of occurrence) you will be released from our employment immediately.

The General Counsel contends that this suspension and the accompanying probation were also in retaliation for Scurlock's having engaged in protected activity, were unduly harsh, and constituted disparate treatment.

It is clear that Scurlock did fail to pick the child up, and while it was only the second time she was to pick him up, had she followed the correct procedure in filling out the attendance sheet as she went along, the incident could have been avoided. Because I find that the reasons for this suspension are not pretextual, the Respondent's actions must be analyzed pursuant to the Board's decision in *Wright Line*.<sup>10</sup> Based on the other violations of the Act discussed here, I find the Respondent has demonstrated animus toward the Union generally, and specifically toward Scurlock, for activity on its behalf. The disciplinary action taken (suspension) was similar to that previously used against Scurlock unlawfully and occurred only a few weeks later. I find that the General Counsel has made a prima facie showing sufficient under *Wright Line* to support the inference that protected conduct was a motivating factor in the Respondent's decision to discipline Scurlock. Consequently, the burden is on the Respondent to show that the same action would have been taken even in the absence of such conduct.<sup>11</sup> I find that the Respondent has borne that burden.

Wagner testified that failing to pick up a child results in a loss of compensation under the contract it has with the school district and that when it has occurred the school district has relied on the contractual provision to avoid payment all the time. He did not say, as the General Counsel argues in his brief, that failure to pick up a child happens all the time. Therefore, I do not find it suspicious that Wagner could only identify one other incident in which a driver was disciplined for failing to pick up a child. Although I found much of Wagner's testimony about the interrogation and other suspensions to be untrustworthy, I credit his testimony that he considered Scurlock's offense in failing to pick up a child similar to leaving a child on a bus and that he determined the disciplinary action to be taken accordingly. Suspending Scurlock for 1 week from her noon route only while permitting her to continue her morning and afternoon routes does not appear unduly harsh or disproportionate to the offense, particularly, when compared with the examples in the record of suspensions given to other driv-

ers. In February 1986, two different drivers were given 2-week suspensions from one of their routes for leaving a school with a sleeping child still on the bus. In the case of the other driver identified by Wagner as having failed to pick up a child, John Nelson, the Company's records indicate he was suspended from his routes for 3 days, removed from the charter list, and put on probation for the rest of the school year, approximately 4 months.<sup>12</sup> It is true that the wording of the probation outlined in the memorandum of Scurlock's discipline could be considered more stringent than some of the others and is for a longer period than that given Nelson. However, I do not find either of these factors sufficient to establish that the disciplinary action taken against Scurlock in this instance was disproportionate to the offense or that it constituted disparate treatment. I find that the Respondent has established that this disciplinary action was taken against Scurlock because of her failure to pick up a child on April 9 and not because she had engaged in protected activity and that it would have taken the same action regardless of Scurlock's protected activity. I conclude that this suspension and the probation given Scurlock did not violate Section 8(a)(3) of the Act.

#### CONCLUSIONS OF LAW

1 The Respondent, Alpha School Bus Company, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2 The Union is a labor organization within the meaning of Section 2(5), (6), and (7) of the Act.

3 The Respondent violated Section 8(a)(1) of the Act by coercively interrogating Beatrice Scurlock about union activities on her part and those of other employees and by threatening her with suspension or termination for engaging in union activities.

4 The Respondent violated Section 8(a)(3) and (1) of the Act by suspending Beatrice Scurlock from employment during the period from February 27 through March 13 and the period from March 17 through 18 and by changing her school bus routes to harass and retaliate against her because she had engaged in union activities.

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

6 The Respondent did not engage in unfair labor practices alleged in the complaint not specifically found.

#### THE REMEDY

Having found that the Respondent engaged in unfair labor practices, I shall recommend that it be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent violated Section 8(a)(3) and (1) of the Act by suspending Beatrice Scurlock from employment and by changing the routes to

<sup>10</sup> 251 NLRB 1083 (1980).

<sup>11</sup> *Id.* at 1089.

<sup>12</sup> The General Counsel points out that the record of Nelson's suspension does not refer to the nature of the offense and Wagner's testimony about it is uncorroborated. However, I credit his testimony about Nelson which came in response to questions by the General Counsel near the beginning of the hearing. Under these circumstances, I found his answers spontaneous and believable.

which she was assigned, I shall recommend that the Respondent be ordered to make her whole for any loss of earnings she may have suffered by reason of the discrimination against her to be computed in the manner set forth in *F W Woolworth Co* 90 NLRB 289 (1950), plus interest computed as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987) Although the complaint requests that the order include a visitatorial clause, this has not been pursued in the General Counsel's brief and there do not appear to be any special circumstances in this case that would warrant including one

On these findings of fact and conclusions of law and on the entire record I issue the following recommendation<sup>13</sup>

### ORDER

The Respondent, Alpha School Bus Company, Inc Crestwood, Illinois, its officers, agents, successors, and assigns, shall

1 Cease and desist from

(a) Coercively interrogating employees concerning their union activities and those of other employees

(b) Threatening employees with discharge or other reprisals for engaging in union activities

(c) Suspending employees for engaging in union activities or for refusing to submit to interrogation concerning such activities

(d) Changing drivers routes to retaliate against them for engaging in union activities

(e) 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) Make whole Beatrice Scurlock for any loss of wages resulting from her suspensions during the periods from February 27 through March 13, 1987 and from March 16 through 17, 1987, and by reason of the change in her routes in April 1987 plus interest to be computed in the manner set forth in the remedy section of this decision

(b) Remove from its records and files any references to the unlawful suspensions of Beatrice Scurlock during the above described periods and notify her that this is being done and that such disciplinary action will not be the basis for any further personnel action with respect to her

(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 any other records necessary to analyze the amount of backpay due under the terms of this Order

<sup>13</sup> 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

(d) Post at its facility in Crestwood, Illinois, copies of the attached notice marked Appendix <sup>14</sup> Copies of said notice, on forms provided by the Regional Director for Region 13 after being signed by an authorized representative of the Respondent, shall be posted by the Respondent immediately on 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 said 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 have been taken to comply

IT IS FURTHER RECOMMENDED that the consolidated complaint is dismissed insofar as it alleges violations of the Act not specifically found

<sup>14</sup> 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 the National Labor Relations Act and has ordered us to post and abide by this notice

WE WILL NOT coercively interrogate our employees concerning their union activities or those of other employees

WE WILL NOT threaten employees with termination or other reprisals because they engage in union activities

WE WILL NOT suspend employees for engaging in union activities or for refusing to submit to interrogation concerning such activities

WE WILL NOT change drivers routes to retaliate against them for engaging in union activities

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 make Beatrice Scurlock whole for any loss of earnings she may have suffered as a result of our unlawfully suspending her and changing her routes, plus interest

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

ALPHA SCHOOL BUS COMPANY, INC