

In the Matter of SUBURBAN LUMBER COMPANY and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN AND HELPERS OF AMERICA, LOCAL UNION No. 676

*Case No. C-162.—Decided August 2, 1937*

*Retail Coal, Lumber, and Building Material Industry—Unit Appropriate for Collective Bargaining:* occupational differences; eligibility for membership in only organization among employees—*Representatives:* proof of choice: application for membership in union—*Collective Bargaining:* refusal to meet and negotiate with representatives—*Discrimination:* discharge—*Reinstatement Ordered—Back Pay:* awarded.

*Mr. Samuel G. Zack* for the Board.

*Mr. Floyd H. Bradley* and *Mrs. Grace Heritage Smith*, of Camden, N. J., for the respondent.

*Mr. Albert K. Plone*, of Camden, N. J., for the Union.

*Mr. Julius Schlezinger*, of counsel to the Board.

## DECISION

### STATEMENT OF THE CASE

On December 14, 1936, Local Union No. 676, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, herein called the Union, filed a charge with the Regional Director for the Fourth Region (Philadelphia, Pennsylvania) against the Suburban Lumber Company, Oaklyn, New Jersey, the respondent herein, charging the respondent with violation of Section 8, subdivisions (1) and (3) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. An amended charge, alleging violation of Section 8, subdivisions (1), (3), and (5) of the Act, was filed on January 27, 1937. On January 28, 1937, the National Labor Relations Board, herein called the Board, by the Regional Director for the Fourth Region, issued its complaint against the respondent, alleging that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (3), and (5), and Section 2, subdivisions (6) and (7) of the Act.

In respect to the unfair labor practices, the complaint, as amended at the hearing, alleges in substance that the respondent had discharged and refused to reinstate Robert Wenger, Fred L. Bartling, Charles Finney, Thomas J. Hengy, Michael Didio, and Lawrence Geiser for the reason that they had applied for membership in the

Union; and that the respondent on December 10, 1936, and at other times since such date, had refused to bargain collectively with the Union as the exclusive representative of the truck drivers employed by the respondent, said employees constituting an appropriate bargaining unit. The complaint and accompanying notice of hearing were duly served upon the parties.

The respondent filed a "Motion to Dismiss and Answer",<sup>1</sup> in which it claimed that the Act was unconstitutional for stated reasons, and further, that the Board had no jurisdiction over the respondent. The "Motion to Dismiss and Answer" also answered the complaint by admitting some of the specific acts alleged therein but denying that the respondent had engaged in unfair labor practices.

Pursuant to notice, a hearing was conducted by Robert M. Gates, the Trial Examiner duly designated by the Board, on February 18 and 19, 1937.<sup>2</sup> Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded to the parties. At the hearing the respondent appeared, reserving all its rights, and objected to the proceedings, such objection being based on the unconstitutionality of the Act, lack of jurisdiction on the part of the Board, and failure of the complaint to set forth a sufficient cause of action against the respondent. The Trial Examiner overruled this objection. During the course of the hearing, several motions to dismiss the complaint were made. All of such motions were denied. The respondent took exception to these rulings and to various rulings in regard to claimed procedural defects made by the Trial Examiner during the course of the hearing. All rulings of the Trial Examiner are hereby affirmed.

Thereafter, the Trial Examiner duly filed his Intermediate Report. He found that the respondent had engaged in the unfair labor practices alleged in the complaint and recommended that the respondent cease and desist from such unfair labor practices and, in addition, offer reinstatement to the discharged employees with back pay. Exceptions to the Intermediate Report were subsequently filed by the respondent.

Upon the entire record in the case, the Board makes the following:

## FINDINGS OF FACT

### I. THE RESPONDENT

The Suburban Lumber Company is a New Jersey corporation which owns and operates at Oaklyn, New Jersey, a retail lumber,

<sup>1</sup> The "Motion to Dismiss and Answer" was filed on February 9, 1937. At the request of Mr. Bradley, the respondent's counsel, the time for filing its answer had been extended from February 5, 1937 until February 12, 1937.

<sup>2</sup> The hearing was originally scheduled for February 8, 1937. However, a postponement until February 18th was granted because of the illness of Mr. Bradley.

building material,<sup>3</sup> and coal yard. Earl Bartling, the president of the respondent, acts as its general manager, and Fred K. Bartling, his brother, is the secretary-treasurer of the respondent and also its yard superintendent. The respondent employs three girls in its office, and ten or eleven workmen, seven of whom are engaged in driving trucks.

The bulk of the materials purchased by the respondent is delivered by rail to its yard, which is located on a siding of the Pennsylvania-Reading Sea-Shore Lines. Considerable material, consigned to the respondent, is also delivered by steamer to the wharves at Philadelphia, Pennsylvania, and Camden, New Jersey. These goods are then transferred from the wharves to the respondent's yard either by rail, by trucks engaged by the vendor of the goods, or by the respondent's own trucks. Earl Bartling estimated that 16 per cent of the time of the respondent's truck drivers is devoted to hauling materials into its yard from the wharves in Philadelphia, Pennsylvania.

Almost all of the purchases made by the respondent are delivered to it from points outside New Jersey.<sup>4</sup> Of 27 carloads of materials consigned to the respondent at the Oaklyn station of the Pennsylvania-Reading Sea-Shore Lines during the months of October, November, and December, 1936, and January, 1937, only three originated in New Jersey.<sup>5</sup> During the same period 23 shipments of less than carload size were consigned to the respondent at the Oaklyn station, all of which were shipped from outside New Jersey.<sup>6</sup> In October, November, and December, 1936, all seven carloads of supplies received for the respondent at the Cooper's Point freight station of the Pennsylvania-Reading Sea-Shore Lines in Camden, New Jersey,<sup>7</sup> originated in States other than New Jersey.

The respondent's products are sold almost entirely in New Jersey. Occasionally deliveries of building materials are made by the respondent into Philadelphia for the purpose of assisting regular customers of the respondent who are engaged in construction work in that city. Such sales, however, comprise only a very small proportion of the respondent's total business.<sup>8</sup>

<sup>3</sup> The term "building material" includes plaster, lime, sand, cement, terra cotta, paint, hardware, and fireplace material. Building materials constitute only a small portion of the respondent's business, the principal portion being lumber and millwork.

<sup>4</sup> Board Exhibits 2A, 4 indicate that only shipments of coke originate in New Jersey. The lumber is brought in from Georgia, Oregon, and Washington; coal and cement from Pennsylvania; hardware from Connecticut, Illinois, and Michigan; putty from New York; sash pulleys from Michigan; staples from New York; woodwork, doors, and blinds from Delaware; flooring from Tennessee; moulding from Maryland; and gutters and tools from Ohio.

<sup>5</sup> Board Exhibits 2A and 2B.

<sup>6</sup> Board Exhibits 2C and 2D.

<sup>7</sup> Board Exhibit 4.

<sup>8</sup> The respondent's sales for the calendar year 1935, amounted to \$124,863.82, and for the calendar year 1936, to \$200,589.42. Its purchases for the fiscal year 1936 (December 1, 1935 to November 30, 1936) totaled \$154,846.61.

## II. THE UNION

Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America is a labor organization affiliated with the American Federation of Labor. It admits into membership truck drivers and their helpers.

## III. THE UNFAIR LABOR PRACTICES

*A. The refusal to bargain collectively*

## 1. The appropriate unit

The complaint alleges and the answer denies that the employees in the respondent's transportation department constitute an appropriate unit for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act. The respondent first contended that all its employees were in the same category and that they were accustomed to work interchangeably at the different tasks connected with the operation of its yard. No evidence was offered to support this contention, however. Later, during the course of the hearing, the respondent in effect repudiated its former position by attempting to prove that Lawrence Geiser, one of the discharged employees, had been permanently assigned to work as a glazer, after which he had no longer been expected to drive a truck. The evidence convincingly indicates that the respondent's truck drivers, although they occasionally helped out in the yard, devoted practically all of their time to the duties involved in operating trucks, duties separate and distinct from those performed by the respondent's other employees. Furthermore, only the truck drivers and their helpers are eligible to membership in the Union.

A unit composed exclusively of the truck drivers would insure to those employees the full benefit of their rights to self-organization and to collective bargaining, and otherwise effectuate the policies of the Act, and constitute a unit which is appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

## 2. Representation by the Union of the majority in the appropriate unit

According to their own testimony, six of the respondent's seven truck drivers applied for membership in the Union on December 1, 1936, and authorized John O'Neal, the Union's business representative, to negotiate with the respondent in their behalf. It is clear, therefore, that the Union was designated as their representative by a majority of the truck drivers in the respondent's employ.

We find that on December 1, and at all times thereafter, the Union was the duly designated representative of the majority of the employees in the appropriate unit, and, pursuant to Section 9 (a) of the Act, was the exclusive representative of all the employees in such unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

### 3. The refusal to bargain

Pursuant to his authorization, O'Neal, on December 10, 1936, called at the respondent's office to see Earl Bartling. Not finding Bartling in, O'Neal explained the purpose of his visit to Miss Mitchell, Bartling's secretary. He left with her his card and a copy of the standard form of union contract and informed her that he would return in 48 hours to negotiate an agreement with Earl Bartling.

On the following morning, December 11, 1936, Miss Mitchell handed Bartling the copy of the proposed union contract, saying, "A man was to see you yesterday about this, and said you must get in touch with him immediately." Bartling, noticing a union card on the top of the instrument, tore it up without further examination, remarking, "I must, must I? I don't have to be 'must' for anybody."

That same day the six truck drivers who had applied for membership in the Union were discharged. They immediately began picketing the respondent's place of business. As a result union drivers refused to go through the picket line and trucks destined for the respondent's yard turned back.<sup>9</sup>

Following a newspaper article by O'Neal concerning the labor dispute at the respondent's yard, Bartling, on December 19, 1936, wrote to O'Neal requesting information in regard to (1) the correct charter name of the Union, (2) the official position held by O'Neal, and (3) the demands with which the respondent was expected to agree. He added, "I do not care to discuss this in person, at this time, as above stated, and the same applies to phone conversation." O'Neal replied to this letter on December 21, giving Bartling his official title and stating that the answers to the other questions raised in Bartling's letter were contained in the copy of the proposed union agreement.

No further word was heard from Bartling until December 28, when he wrote O'Neal requesting another copy of the proposed agreement. O'Neal responded to this letter by again calling at the respondent's office. This time also he failed to find Bartling in.

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<sup>9</sup> The record does not disclose the number of trucks which turned back because of the refusal of their drivers to pass through the picket line nor the ratio which such trucks bore to the trucks which did enter the respondent's yard. However, Lawrence Geiser, one of the discharged employees, testified that among those which turned back were trucks from Philadelphia, Pennsylvania, and Wilmington, Delaware.

O'Neal, however, explained the proposed contract to Miss Schwarz, Bartling's assistant, and left another copy of it with her. He testified that he informed her that "at any time that he (i. e. Bartling) was willing to talk over the contract or agreement, I would be reachable." Bartling made no attempt to get in touch with O'Neal, however.<sup>10</sup>

### B. *The discharges*

Upon reporting for work the morning of December 11, 1936, the day following O'Neal's first visit to the respondent's office, five of the respondent's truck drivers, Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, and Harvey Kulp, were addressed by Fred K. Bartling, the respondent's secretary-treasurer and yard superintendent, who asked them if they had joined the Union. All except Kulp raised their hands in response to this question. Fred K. Bartling then took down the names of the four men who had raised their hands and instructed them to see Earl Bartling before going home that evening. At the close of work that day, these four employees, together with Lawrence Geiser and Charles Finney, the other truck drivers who had applied for membership in the Union, were called, one by one, into Earl Bartling's office and discharged. Harvey Kulp, the seventh truck driver, was retained.

The respondent did not deny that Fred K. Bartling had spoken to the men with respect to the Union nor that he had taken down the names of the truck drivers who had raised their hands in response to his question concerning membership in the Union. However, its president did deny that the discharges were made because of the Union and, in the case of each of the discharged employees, he gave a reason other than union activities for the dismissal. To ascertain the basis for each discharge, therefore, the cases of the dismissed employees will be considered individually.

1. *Fred L. Bartling.* Fred L. Bartling, a nephew of Earl and Fred K. Bartling, had been working for the respondent for about three months at the time of his discharge. He had been hired originally as a helper but had been promoted to the position of a truck driver after about three weeks. At that time he had asked for and received an increase in salary. His work had never been criticized.

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<sup>10</sup> Bartling turned this copy of the proposed union agreement over to his attorney. Shortly thereafter, proceedings were instituted by the respondent in the New Jersey courts to enjoin the discharged employees from picketing its yard. These proceedings were based upon the alleged illegality, under New Jersey law, of a provision in the proposed contract calling for a closed shop. This action explains to a large degree the respondent's motive in requesting a copy of the agreement while refusing to negotiate with the Union.

Fred L. Bartling was the first employee called into Earl Bartling's office on the evening of December 11, 1936. He testified that Earl Bartling, in discharging him, stated "the only thing he could see to do was to lay me off, since I had affiliated myself with the Union."

Earl Bartling contradicted Fred L. Bartling's testimony and contended that the reason for Fred L. Bartling's discharge was his failure to take a course at Franklin Institute in Philadelphia which would have equipped him with the knowledge necessary for him to become a salesman. The contention was that Fred L. Bartling had not been hired to be "just a laborer." The following testimony by Earl Bartling effectively disposes of this contention, however:

When I brought him (i. e. Fred L. Bartling) into the office, I had him sign some papers relative to an accident in which he had been involved, and I told him that I was not satisfied with the fact that he had not taken his course, and I had also been told that he was dissatisfied with his pay; he was dissatisfied with things in general, and I also knew that some of the employees apparently were dissatisfied, and why hadn't he told me so. He said he felt he would be squealing on the men to tell me. I said, "It is your duty, in view of the fact that we are training you for an executive position, for your own benefit and the men's benefit, to tell me what is going on. I don't have any use for an employee who won't avail himself of additional knowledge; we better not have a man on the job that won't come in and cooperate with the management and tell them when he is dissatisfied, or that somebody else is dissatisfied."

One of Fred L. Bartling's duties, while working for the respondent, had been to haul materials into the respondent's yard from the wharves in Philadelphia. He made three or four trips each week into Philadelphia for this purpose.

Fred L. Bartling's salary had been \$16 per week. He has not earned any money since the time of his discharge.

2. *Michael Didio*. Michael Didio had been employed as a truck driver by the respondent for about six months at the time of his discharge. His salary had been \$17.60 per week. He has earned no money since his discharge.

Didio was the second person called into Earl Bartling's office on the evening of December 11. He testified that Bartling, in discharging him, said, "Mike you joined the Union?" and upon receiving an affirmative reply, continued, "Well, I will have to lay you off. I can't trust you."

Bartling denied making the above statements and contended that Didio had been dismissed because he had stopped producing to the satisfaction of the yard superintendent. No evidence of inefficiency was introduced, however. Didio's work had never been criticized.

Didio, during the course of his employment for the respondent, had made on an average of three or four trips per week into Philadelphia for the purpose of bringing back supplies from the docks in that city.

3. *Thomas J. Hengy.* Thomas J. Hengy had been employed by the respondent for approximately five years at the time of his discharge. He had received a salary of \$19.80 per week. His work had required him to make six or eight trips each week into Philadelphia.

Hengy testified that Earl Bartling, in discharging him, informed him that he was being fired because of the Union. Bartling contradicted this testimony and contended that Hengy, also, was discharged because of dissatisfaction with his work on the part of Fred K. Bartling. No evidence was introduced to support this contention. Hengy's work had never been criticized.

Between the date of his discharge and the date of the hearing Hengy earned between \$20 and \$25.

4. *Robert Wenger.* Robert Wenger had been working for the respondent for about one year and eight months at the time of his discharge. He had driven a truck for the last year and a half of that period. Wenger had made three or four trips each week into Philadelphia. His salary had been \$17.60 per week.

Wenger testified that Earl Bartling, before discharging him, had asked whether he had joined the Union and, upon his replying in the affirmative, had said, "I am going to lay you off to prevent a strike." Bartling denied making this statement and testified that the reason for Wenger's discharge was that his attitude had been changing and had become so bad that it was unwise to send him out to the public any more. He admitted that he had never criticized him for this, however.

Robert Wenger has not earned any money since the date of his discharge.

5. *Lawrence Geiser.* Lawrence Geiser, at the time of his discharge, had been employed by the respondent for about two and a half years. For the last six weeks of this period he had been working as a glazer in the glazing room. Until that time he had driven a truck regularly and, while doing so, had averaged three or four trips per week into Philadelphia. The evidence is conflicting as to whether Geiser's assignment to the glazing room was permanent or merely a temporary one for the duration of the storm sash season. No determination of this question is necessary, however, for a finding as to whether Geiser's discharge constituted an unfair labor practice.

Geiser, because of his glazing duties, was not in the group of truck drivers to whom Fred K. Bartling spoke on the morning of December 11. He was requested to see Earl Bartling that evening, however.



Geiser testified that Earl Bartling asked him if he had known of the union activities which were going on in the yard and, upon his admission that he had, discharged him with a statement to the effect that it was necessary to lay him off since he could not be trusted any more if he could not be depended upon to inform Bartling of the "vital affairs" that were going on. Bartling denied that any such conversation had taken place and contended instead that Geiser had been discharged because he had become very grouchy and because the yard superintendent had been dissatisfied with his work as a glazer. His work had never been critized, however.

Lawrence Geiser had received at the respondent's a salary of \$17.60 per week. From the time of his discharge to the date of the hearing he had earned between \$30 and \$40.

6. *Charles Finney.* Charles Finney had been working for the respondent for about eight years at the time of his dismissal and was earning \$17.60 per week. For the last three or four years he had been driving a coal truck. He had not made any trips into Philadelphia during the period in which he had driven the coal truck.

Finney had come to work late on the morning of December 11, and, as a result, was not present when the other truck drivers were addressed by Fred K. Bartling. However, upon his arrival Fred K. Bartling questioned Finney in regard to the Union. In answer to a question asking him whether he had sent in an application for membership in the Union, Finney said, "no". That evening, however, he followed the others into Earl Bartling's office. It is significant that Finney's pay envelope had not been made up while the pay envelopes of the employees who had admitted joining the Union and of Lawrence Geiser, whose testimony indicates that he had been expected to keep Bartling informed of the Union's activities, had been made up. Finney's version of the conversation that took place between Earl Bartling and himself is as follows:

I was the last one he called in. He called me in and said, "Charlie, you got more sense than either one of the gang". I says, "How is that?" He says, "You didn't join the Union". I said, "Yes, I did." He says, "You joined the Union?" I said, "Yes." He says, "Oh, what did you want to do that for?" So I didn't say anything at the time. There was a girl in the office. She commenced and said, "Oh, you didn't join the Union, did you?" I said, "Sure." "Well," she said, "go on; don't do that; give up and come back to us. We all like you and want you to stay with us." "Well," I said, "it is too late; it is all over." Earl said, "If I had known that you had joined the Union, I would have had your envelope made up." So he says to Miss Alice, "Make his up, too."

Bartling contradicted Finney's testimony and contended that the causes of Finney's dismissal had been drunkenness and two accidents in which he had been involved. Both accidents had occurred over a year before the discharge, however.

Finney had earned about \$40 in the period between his discharge and the hearing.

*C. Conclusions with respect to the unfair labor practices*

The actions of the respondent which have been described above clearly indicate its hostility to the Union and its intention not to bargain collectively with the Union. Although O'Neal made two trips to the respondent's office, no attempt to contact him was ever made by the respondent. In fact, Earl Bartling, in his letter of December 19, expressly stated that he did not care to discuss matters with O'Neal, either in person or over the telephone. This statement can be construed in no other manner than as a refusal to negotiate with the Union.

The discharge of the respondent's six union employees, constituting all but one of its entire force of truck drivers, the day following the Union's first attempt to negotiate with the respondent in their behalf leaves no doubt but that Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney were discharged because they had applied for membership in the Union. Their work having ceased as a result of an unfair labor practice, Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney at all times thereafter retained their status as employees of the respondent, within the meaning of Section 2, subdivision (3) of the Act. None of these employees has obtained any other regular or substantially equivalent employment so as to terminate their status as employees of the respondent.

We find that the respondent has refused to bargain collectively with the representative of its employees, has discriminated against its employees in regard to hire and tenure of employment, thereby discouraging membership in a labor organization, and has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

IV. EFFECT OF UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and

tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

### CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact the Board makes the following conclusions of law:

1. Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America is a labor organization, within the meaning of Section 2, subdivision (5) of the Act.

2. The truck drivers employed by the respondent constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9, subdivision (b) of the Act.

3. By virtue of Section 9, subdivision (a) of the Act, Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, having been selected as their representative by a majority of the employees in an appropriate unit, was on December 10, 1936, and at all times thereafter has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

4. By refusing to bargain collectively with local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America as the exclusive representative of its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (5) of the Act.

5. Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney were, at the time of their discharge, and at all times thereafter, employees of the respondent, within the meaning of Section 2, subdivision (3) of the Act.

6. The respondent, by discriminating in regard to the hire and tenure of employment of Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney, thereby discouraging membership in a labor organization, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

7. The respondent, by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

8. The aforementioned unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2, subdivisions (6) and (7) of the Act.

## ORDER

On the basis of the findings and conclusions of law, and pursuant to Section 10, subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Suburban Lumber Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from discouraging membership in Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or any other labor organization of its employees, by discharging, threatening to discharge, or refusing to reinstate any of its employees for joining or assisting Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or any other labor organization of its employees;

2. Cease and desist from in any manner discriminating against any of its employees in regard to hire or tenure of employment for joining or assisting local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or any other labor organization of its employees:

3. Cease and desist from refusing to bargain collectively with Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America as the exclusive representative of the truck drivers in its employ; and

4. Cease and desist from in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

5. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

a. Offer to Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney immediate and full reinstatement, respectively, to their former positions, without prejudice to any rights and privileges previously enjoyed by them;

b. Make whole said Fred L. Bartling, Michael Didio, Thomas J. Hengy, Robert Wenger, Lawrence Geiser, and Charles Finney for any loss of pay they have suffered by reason of their discharge by payment to each of them, respectively, of a sum of money equal to that which each would have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, less the amount each has earned during such period;

c. Upon request, bargain collectively with Local Union No. 676 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, as the exclusive representative of the truck drivers in its employ, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment;

d. Post immediately notices to its employees in conspicuous places throughout its place of business, stating (1) that the respondent will cease and desist in the manner aforesaid, and (2) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting;

e. Notify the Regional Director for the Fourth Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.

CHAIRMAN MADDEN took no part in the consideration of the above Decision and Order.