

IN THE MATTER OF CENTRAL TRUCK LINES, INC. and BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, STABLEMEN AND HELPERS OF AMERICA

*Cases Nos. C-169 and R-143.—Decided August 12, 1937*

*Motor Truck Transportation Industry—Interference, Restraint or Coercion:* warning and persuading employees not to join union; antiunion statements to employees; threats to discharge union members; engendering fear of loss of employment for union membership—*Company-Dominated Union:* initiation and organization of by supervisory employees; financial and other support; domination of administration of; discrimination in favor of; coercing employees to join; recognition by employer as exclusive bargaining agency; disestablished as agency for collective bargaining—*Discrimination:* lay-off; discharge—*Reinstatement Ordered—Back Pay Awarded—Investigation of Representatives:* controversy concerning representation of employees: refusal by employer to recognize union as bargaining agency; recognition by employer of company-dominated union as exclusive representative—*Unit Appropriate for Collective Bargaining:* craft; occupational, wage, and geographical differences; established labor organizations and methods of collective bargaining in industry—*Representatives:* proof of choice: membership in union; comparison of pay roll with union list—*Certification of Representatives:* upon proof of choice other than election.

*Mr. Mortimer Kollender* for the Board:

*McKay, Macfarlane, Jackson & Ramsey*, by *Mr. Howard P. Macfarlane*, of Tampa, Fla., for the respondent.

*Mr. Paul S. Kuelthau*, of counsel to the Board.

DECISION

STATEMENT OF THE CASE

Upon charges duly filed by Local Union No. 79, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, herein called the Union, the National Labor Relations Board, herein called the Board, by Charles H. Logan, Regional Director for the Fifteenth Region (New Orleans, Louisiana), issued its complaint, dated February 15, 1937, against Central Truck Lines, Inc., Tampa, Florida, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint and notice of hearing thereon were duly served upon the parties and the Central Employees Association, herein called the Association.

In respect to the unfair labor practices, the complaint, as amended at the hearing, alleges in substance that the respondent sought to induce its employees to withdraw from the Union, threatened them with dismissal unless they abandoned union membership, and otherwise manifested hostility to the Union and its activities; that, on or about December 3, 1936, the respondent discharged Ira E. Fogg, an employee and active union member, because he had joined and assisted the Union and participated in collective activity with the respondent's other employees for their mutual aid and protection; that, on or about December 21, 1936, the respondent reinstated the said Ira E. Fogg upon the intervention of a representative of the Conciliation Service of the United States Department of Labor, but to a less desirable position; that, on or about January 22, 1937, the respondent again discharged and at all times thereafter has refused to reinstate the said Ira E. Fogg because he joined and assisted the Union and participated in collective activity with the respondent's other employees for their mutual aid and protection; that the respondent has dominated and interfered with the formation and administration of the Association, and has contributed financial and other support thereto; that the respondent, by such acts, has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On February 22, 1937, the respondent filed an answer, without prejudice to a motion to dismiss theretofore filed, admitting that the respondent was engaged in interstate transportation and commerce, but denying that it had engaged in unfair labor practices as charged in the complaint.

On February 17, 1937, the Union filed a petition with the Regional Director alleging that a question affecting commerce had arisen concerning the representation of drivers and drivers' helpers employed by the respondent at its Tampa, Florida, terminal, and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the Act. On the same date the Board authorized the Regional Director to conduct an investigation and to provide for an appropriate hearing upon due notice. Notice of hearing on the petition was duly served upon the respondent, the Union, and the Association. The respondent filed an answer to the petition pursuant to permission granted at the hearing.

Pursuant to an amended notice of hearing duly served upon the parties, a hearing on the petition in conjunction with a hearing on the complaint was held in Tampa, Florida, on February 26, 27 and March 1 and 2, 1937, before Charles N. Feidelson, the Trial Examiner duly designated by the Board. Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce

evidence bearing on the issues was afforded to the parties. At the commencement of the hearing, the Trial Examiner denied the respondent's motion to dismiss the complaint. Exceptions were taken by the respondent to this and other adverse rulings of the Trial Examiner. During the course of the hearing, on motion of counsel for the Board, the complaint was amended by striking from paragraphs ten and 11 thereof the names of Fred E. Bergh, E. Percy Gonzales, Jr., and Andy Middlebrooks. At the close of the hearing, the Trial Examiner reserved decision on a motion by counsel for the Board to amend the allegations of the complaint to conform to the proof adduced. The Trial Examiner granted counsel for the respondent permission to file a brief, and the brief was subsequently filed.

The Board finds no prejudicial error in any of the rulings of the Trial Examiner, and they are hereby affirmed. The motion to conform is hereby granted.

On April 23, 1937, the Board, acting pursuant to Article II, Section 37 of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the proceedings in Case No. C-169 transferred and continued before it.

Upon the entire record in both cases, the Board makes the following:

#### FINDINGS OF FACT

##### I. RESPONDENT AND ITS BUSINESS

The respondent is a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business located at Tampa, Florida. It is engaged as a common carrier by motor vehicle in the intrastate and interstate transportation of freight between various points in the States of Florida and Georgia. The respondent operates in the State of Florida under authority of the Florida Railroad Commission, and in the State of Georgia, as an interstate motor carrier under authority of the Georgia Public Service Commission. The respondent has made application to the Interstate Commerce Commission for registration under the Federal Motor Carrier Act (49 Stat. 543), but such application has not as yet been acted upon by the Commission.

In the conduct of its business the respondent owns and operates approximately 80 motor vehicles, including trucks, tractors, semi-trailers and four-wheel trailers. On November 28, 1936, the respondent employed throughout its entire system 83 drivers and helpers, 17 office workers, 11 maintenance men, 11 agents, five solicitors, three officers, and two superintendents of transportation. Of these, 24 drivers and helpers, nine maintenance men, eight office workers,

six executive and supervisory employees, one rate clerk, and one solicitor were identified with the respondent's Tampa terminal.<sup>1</sup>

The principal points on the established routes of the respondent are Atlanta, Macon, Valdosta, and Waycross, Georgia, and Live Oak, Lake City, Jacksonville, High Springs, Gainesville, Hawthorne, Dunnellow, Ocala, Inverness, Leesburg, Mt. Dora, Orlando, Brooksville, Groveland, St. Petersburg, Tampa, Lakeland, Kissimmee, Bartow, Ft. Meade, Frostproof, and Lake Placid, Florida.<sup>2</sup> The respondent leases warehouses and warehouse facilities in the larger communities which it serves and maintains at such points permanent agencies under the supervision of freight agents. In a number of smaller communities the respondent is represented by commission agents. The respondent has its principal maintenance shop in Tampa, Florida, with maintenance sub-stations at Jacksonville, Florida, and Macon, Georgia. The respondent transports freight on regular schedules filed with the Florida Railroad Commission,<sup>3</sup> and in the course of such transportation uses, among others, United States highways numbers 1, 17, 19, 41, 90, 341, and 441.<sup>4</sup> The respondent also engages in interstate transportation of freight as a joint carrier with other common carriers and steamship companies, its principal interchange points being Tampa, Jacksonville, Orlando, Ocala, and Gainesville, Florida, and Atlanta, Georgia.<sup>5</sup> Freight shipments originating in the States of Florida and Georgia are transferred by means of the respondent's equipment to connecting interstate carriers for delivery to destinations in states other than Florida and Georgia; and similarly, shipments originating in states other than Florida and Georgia are transported in interstate commerce by connecting carriers and steamship companies, and transferred to the respondent's equipment for delivery in the states of Florida and Georgia.

The respondent carries approximately 350,000 pounds of freight per day. In 1934, the respondent carried 26,456 tons of freight. This tonnage represents nine per cent of the total freight tonnage carried during that year by all auto transportation companies reporting to the Florida Railroad Commission.<sup>6</sup> In 1935, the respondent carried 32,750 tons of freight.<sup>7</sup> In the Tampa trade territory, and within a radius of 100 miles, the respondent covers more rural routes than any other line.

<sup>1</sup> Board's Exhibit No. 31.

<sup>2</sup> Board's Exhibit No. 9.

<sup>3</sup> Respondent's Exhibit No. 4.

<sup>4</sup> Board's Exhibit No. 9.

<sup>5</sup> Board's Exhibit No. 9.

<sup>6</sup> Board's Exhibit No. 11, Table, page 439.

<sup>7</sup> Respondent's Exhibit No. 5.

We find that the respondent is engaged in traffic, commerce, and transportation among the several States, and that the drivers and drivers' helpers employed by the respondent are engaged in such traffic, commerce, and transportation.

## II. THE UNION

Local Union No. 79, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America is a labor organization which was chartered November 18, 1936, with jurisdiction over teamsters, chauffeurs, stablemen, and helpers in the city of Tampa, Florida, and vicinity. It admits to membership employees of other concerns as well as employees of the respondent.

## III. THE UNFAIR LABOR PRACTICES

### A. *The discharge of Ira E. Fogg*

During 1935 and the first few months of 1936, the respondent was paying its regular drivers \$28.50 per week. On or about May 1, 1936, the weekly pay was reduced to \$24. This was accomplished through reduction of the bonus allowed each man weekly. Apparently such a reduction is customary during the summer months when business falls off.

Ira E. Fogg had been employed by the respondent as a driver for four years. During June or July, 1936, he complained to Strickland, superintendent of transportation, that his pay was too low. When nothing had come of his complaint by October, he decided to talk to Sidney Allen, president of the respondent, and did discuss the matter with Allen some time during the first part of November. Evidently he did not consider the answer he received satisfactory because he decided to join the Union soon thereafter. One or two meetings had been held prior to that time, and on November 18, 1936, the Union was granted its charter and Fogg was elected president.

During the latter part of November, Allen had individual conferences with the men in the employ of the respondent. These conferences were for the purpose of trying to find out why there was so much loss and breakage on the lines. During some of these conferences Allen mentioned the Union and advised the men that they were "foolish to get mixed up in that mess."

On December 2, 1936, after a maintenance man found that the brake rod and lugs had been loosened on one of the trucks and that the oil had been drained out of it, a meeting of the employees was called in Allen's office at nine o'clock in the evening. Allen presided at this meeting and it was attended by Strickland and 15 or 20 of

the drivers and maintenance men who happened to be around at that time. Allen made a short speech and said that the tampering with equipment had to stop. The evidence also shows, however, that Allen announced that anyone who belonged to the Union, or who intended to join, need not come to work the next day. These statements were clearly coercive.<sup>8</sup>

On the next day, December 3, Fogg met one Gonzales, also an employee of the respondent, and was informed by him that Strickland was accusing Fogg of leading the Union. That evening when Fogg reported for work Strickland told him that he was "all through" because of his union activity. The next morning Fogg called upon Allen, and Allen told him that he was laid off for two weeks, one week for "talking too much up and down the line" and for complaining about his pay, and another for damaging a refrigerator the previous June, the claim for which had just been paid by the respondent.

Even if it be assumed that it would constitute a defense, the respondent introduced no evidence of excessive talking or complaining on Fogg's part. As to the claim for damages, it had been made in September and no punishment was meted out at that time. Strickland was not put on the stand to deny the statements he is alleged to have made to Fogg concerning his union activities. The lay-off on December 3, 1936, when viewed in the light of the antiunion speech made by Allen the night before, was clearly discriminatory.

When Fogg was not reinstated at the end of two weeks, a charge was filed against the respondent by the Union. On December 21 Fogg was reinstated in the employ of the respondent but was assigned to a different route.

On January 22, 1937, Fogg was discharged. The respondent wrote him a letter, which was handed to him, giving the reasons for his discharge. They were three: (1) operating truck ahead of schedule on Sunday night, January 10, and, as a result, neglecting to pick up a shipment for Lakeland at Ocala; (2) carrying a passenger; (3) losing a bundle of bags between Lakeland and Folk City on the northbound run on the night of January 9 or 10. Fogg was given no chance to explain these alleged irregularities and only a superficial investigation was made of them.

As a matter of fact it was brought out at the hearing that the trucks were very often off their schedule, indeed that most of the drivers did not even know the schedule. Fogg testified that the agent at Jacksonville had started him on his run about three-fourths of an hour before the time he was supposed to leave and that he did not know what the schedule for the subsequent stops was. It also

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<sup>8</sup> Although Allen denied making these statements, the testimony of the men who were at the meeting indicates that something of that import was said.

appeared that the trucks were often early, frequently arriving in Tampa before the time they were supposed to be leaving Plant City and Lakeland, prior stops. The respondent was not in the habit of imposing penalties in such instances.

With respect to the charge that Fogg had left freight in Ocala, it appeared that the freight was not even in the warehouse at the time, and that the truck which was bringing it in was parked at a filling station nearby without its driver. There is no evidence that the latter was punished or even reprimanded for not taking the freight to the warehouse promptly. Allen testified that the respondent suffered no pecuniary loss through the lapse and that the only consequence was a 24-hour delay in the shipment with some loss of the good will of the shipper. Perry, the respondent's Tampa agent, testified that drivers had left shipments before without being discharged or penalized.

Concerning the complaint that he had carried a passenger, Fogg testified that the passenger was one of the respondent's maintenance men who was returning to Tampa. This was not controverted; the respondent admits that this is not a violation of any company rule.

Fogg admits that he lost a bundle of bags, but testified that it was tied on his tailgate. Allen testified that when men damaged freight they were not discharged unless the damage was willful. Usually damage entailed a lay-off of a week or two, depending on the amount of the damage. Allen testified that the damage to the refrigerator, which caused Fogg's lay-off for one of the two weeks, amounted to \$123. The bundle of bags was worth much less; yet the respondent assigns it as part of the reason for the discharge.

Over and against the alleged reasons for Fogg's discharge, none of them persuasive, we have Allen's blunt warning to the meeting on December 2, preceded by the individual conferences in November, the activity of the agents of the respondent in forming the Association, set forth below, the discriminatory lay-off of Fogg on December 3, 1936, and the very evident hostility of the respondent toward the Union. It is apparent from the record that the respondent was looking for a pretext to discharge Fogg, the Union's president, and that it seized on minor infractions as a screen behind which to hide its real motive.<sup>9</sup>

The record shows that Fogg was not only president of the Union but had been active in soliciting membership. Furthermore, he frequently spent his days off attending meetings of other locals and talking to other of the respondent's drivers and helpers. The respondent was aware of all of these activities. We find that Fogg was

<sup>9</sup> See *Matter of Houston Cartage Company, Inc., and Local Union No 367, International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, and L. S. Brooks*, Case No. C-153, decided June 12, 1937, 2 N. L. R. B. 1000.

discharged for his activity in the Union and as part of the respondent's campaign against the Union.

By the lay-off of Fogg on December 3, 1936, and by his discharge on January 22, 1937, the respondent has discriminated against Fogg in regard to hire and tenure of employment, thereby discouraging membership in the Union, and has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

Fogg has not obtained any other regular and substantially equivalent employment elsewhere.

*B. Domination and interference with the Central Employees' Association*

For some time prior to December 1936, there had been an organization of the respondent's employees called the Central Employees' Welfare Association, herein called the old association. The old association had been organized only for the purpose of providing a form of health insurance, and the dues were 25 cents a week but could be raised to 50 cents by vote of the directors. At the end of 1936 the directors of the old association were four agents of the respondent, one driver, and two maintenance men, one of whom was a foreman. On January 24, 1937, two days after Fogg was discharged, the directors held a meeting (at whose call, the record does not show) and decided to dissolve the old association and establish a new one to be called the Central Employees' Association not only to administer the health benefit fund but also to act as an agency for collective bargaining. Louis Perry, the Tampa agent, testified that since the old association was insolvent it was decided at the meeting to dissolve it. Allen was called while the meeting was in progress and attended the last part. He informed the directors that if a satisfactory collective agreement was submitted, he would sign it. Allen also stated that he wanted to see the safety rules of the Florida Railroad Commission and of the Interstate Commerce Commission incorporated either in the by-laws of the Association or in the agreement. He also agreed to contribute to the health benefit fund in case the Association needed help, and to pay the deficit of the old association.

The day after this meeting of the directors, a meeting of the drivers, helpers, and maintenance men was held in the Tampa offices of the respondent for the purpose of explaining the Association. Who called this meeting does not appear in the record, but it was presided over by Perry, and beer, paid for by the respondent, was served. Applications for membership were received at this meeting on forms which had been mimeographed on the respondent's machine. None of the members of the Union joined the Association at this meeting.

During the remainder of that week Perry actively solicited the men to join the Association. His solicitations were accompanied by veiled references to the power of Allen to discharge anyone he wished. Strickland at times joined in the discussion of the Association and received membership applications from the men. By the end of the week practically all of the Tampa men had joined.

The dues of the Association were thereafter deducted from the pay checks of the employees. Although the old association was dissolved because it was insolvent, the dues of the Association remained at 25 cents per week. The by-laws of the Association were posted on the bulletin board in the respondent's office. The pay envelopes were used for any notice the Association wanted to give the employees. Allen testified that he was not asked for permission to use the pay envelopes, the mimeograph machine, or the bulletin board. Even if this be so, all these privileges were assumed by the supervisory employees who were running the Association, and it does not appear that Allen ever objected to their doing so.

Allen agreed to contribute to the health benefit fund if the Association could not meet its bills. He required no allocation of any definite portion of the dues to the benefit fund before giving this promise. The Association could spend all of its money for organization expenses if it wished and the respondent would take care of the sick benefits.

On February 1, 1937, the Union wrote Allen informing him that it represented 80 per cent of the respondent's drivers and helpers working out of the Tampa terminal, and that it was petitioning the Board for certification as representative of those drivers and helpers.<sup>10</sup> This letter also stated that the members of the Union did not wish to be bound by any contract signed with any other agency purporting to represent them. Notwithstanding this communication from the Union, Allen signed an agreement with the Association sometime during the week ending February 20, 1937. This agreement covered all of the employees of the respondent.

The new Association was organized at the instigation of the respondent's freight agents. The agents have supervisory powers over the drivers and helpers, and have authority to recommend their hire and discharge. They are thus part of the management, and whether or not the respondent or its officers actually suggested the formation of the Association and took a hand in its organization is immaterial. The evidence that the Association was organized and promoted by trusted supervisory employees of the respondent is uncontroverted. If the respondent did not actually authorize them to do it, they at least had its tacit consent. The drivers and helpers were necessarily under the impression the respondent was favorable to the Association

<sup>10</sup> Board's Exhibit No. 29.

and wanted them to join it. The testimony of several of the employees that they joined the Association because they were afraid they would lose their jobs if they did not, clearly shows what impression the respondent permitted its agents to give.

The Central Employees' Association is a labor organization admitting to membership all of the employees of the respondent. Its membership is limited to employees of the respondent.

The provision of the by-laws that all bargaining was to be done through the directors, who were merely carry-overs from the old association (no new election having been held), shows that the Association actually would be controlled by the respondent through its freight agents. Those men, elected to administer a sick benefit fund, transformed themselves, without authority from the employees, into an agency for collective bargaining.

We find that the respondent has dominated and interfered with the formation and administration of the Association and has contributed financial and other support to it.

We further find that by its acts described above, the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

#### IV. EFFECT OF UNFAIR LABOR PRACTICES ON COMMERCE

The respondent is engaged in the operation of a truck line which carries freight in interstate commerce. All its employees, although they may not be actually conducting the freight across state lines, perform some function necessary to that interstate transportation. Any interruption in the performance of that function would interfere with interstate commerce.

On the basis of experience in the trucking industry and other industries, we conclude that the respondent's conduct, as set forth above, burdens and obstructs commerce, and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. THE REMEDY

In order to effectuate the policies of the Act and to free the employees of the respondent from the domination of the respondent, the Board finds it necessary to disestablish the Association as a collective bargaining agent for the respondent's employees. However, the Board wishes to make it clear that it does not, by this decision, intend to interfere with any participation by the respondent in a health benefit fund covering its employees, as long as the fund is administered without discrimination to encourage or discourage membership in any labor organization.

## VI. THE APPROPRIATE UNIT FOR COLLECTIVE BARGAINING

The Union contends that the appropriate unit for purposes of collective bargaining consists of the truck drivers and helpers working out of the Tampa terminal, exclusive of the supervisory employees. The respondent's contention is that all of its employees, wherever located and in whatever capacity employed, should be included in one unit.

The status and function of all employees of the respondent are not the same. The problems of the office force and supervisory help differ from those of the drivers and helpers. Mechanics are traditionally organized in organizations of their own and have different standards of wages, hours, and working conditions from the drivers and helpers. The problems of the drivers and helpers working out of the Tampa terminal are not the problems of the drivers and helpers attached to other terminals. Allen, the president of the respondent, testified that seniority rights could not apply for drivers over the whole system. The respondent does not transfer drivers from one terminal to another because conditions vary considerably. Drivers and helpers are traditionally organized in craft unions admitting persons in a particular locality. The Board treated this question in detail in *Matter of Motor Transport Co. and General Chauffeurs, Teamsters, and Helpers, Local Union No. 200*, Case No. R-113, decided January 22, 1937, 2 N. L. R. B. 492, and there held that the drivers and helpers attached to a particular terminal should constitute a separate unit.

In order to insure to the employees of the respondent the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of the Act, we find that the drivers and helpers operating out of the Tampa terminal of the respondent constitute a unit appropriate for purposes of collective bargaining.

## VII. QUESTION CONCERNING REPRESENTATION

Allen never replied to the Union's letter of February 1 and, notwithstanding the fact that the Union claimed to represent a majority of the drivers and helpers working out of the Tampa terminal, proceeded with his negotiations with the Association which culminated in the contract mentioned above. The Union thereupon filed a petition for investigation and certification of representatives pursuant to Section 9 (c) of the Act.

We find that a question concerning the representation of the respondent's drivers and helpers operating out of its Tampa terminal has arisen.

## VIII. THE EFFECT OF THE QUESTION OF REPRESENTATION ON COMMERCE

The question of representation which has arisen tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## IX. THE ORGANIZATION OF THE EMPLOYEES

The respondent submitted a list of its employees on November 28, 1936.<sup>11</sup> This list classified the employees according to their occupation and designated those working out of the Tampa terminal. The Union submitted a list of its members on November 27, 1936.<sup>12</sup> The respondent's list indicated that 24 men were employed as drivers and helpers at Tampa at that time. The list of union members shows that 15 of the 24 were members of the Union. Thus the Union represented a majority of the respondent's drivers and helpers working out of the Tampa terminal on November 28, 1936. The veracity of the Union's list was not challenged by the respondent.

Louis Perry, the respondent's Tampa agent, testified that the respondent employed 24 drivers and helpers out of its Tampa terminal at the time of the hearing, March 1, 1937. The Union submitted a list of its membership on March 1, 1937.<sup>13</sup> Perry identified 22 of the 23 names on that list as drivers and helpers employed by the respondent out of its Tampa terminal on March 1, 1937. Thus it is evident that on March 1, 1937, the Union was the overwhelming choice of the drivers and helpers employed by the respondent out of its Tampa terminal. No secret ballot is necessary. An overwhelming majority of the employees in the appropriate unit having by their membership designated the Union as their representative, we will certify it as exclusive representative of all the employees in the appropriate unit.

## CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact and upon the entire record in both cases, the Board makes the following conclusions of law:

1. Local No. 79 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 Central Employees' Association is a labor organization within the meaning of Section 2, subdivision (5) of the Act.

3. Ira E. Fogg was an employee of the respondent at the time of his lay-off on December 3, 1936, and at the time of his discharge on Janu-

<sup>11</sup> Board's Exhibit No. 31.

<sup>12</sup> Board's Exhibit No. 29.

<sup>13</sup> Board's Exhibit No. 30.

ary 22, 1937, and at all times subsequent thereto, within the meaning of Section 2, subdivision (3) of the Act.

4. The respondent, by discriminating in regard to the hire and tenure of employment of Ira E. Fogg and 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.

5. The respondent, by dominating and interfering with the formation and administration of the Central Employees' Association, and contributing financial and other support to it, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (2) of the Act.

6. The respondent, by interfering with, restraining, and coercing its employees in the exercise of their 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.

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

8. The drivers and helpers attached to the respondent's Tampa terminal, and operating out of that terminal, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

9. A question affecting commerce has arisen concerning the representation of the drivers and helpers attached to the respondent's Tampa terminal, within the meaning of Section 9 (c) of the Act.

10. The International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, Local No. 79, having been selected for the purposes of collective bargaining by the majority of the employees in the aforesaid appropriate unit, is, by virtue of Section 9 (a) of the Act, the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

## ORDER

Upon the basis of the above findings of fact 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 Central Truck Lines, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from

a. Discouraging membership in Local No. 79, International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, or any other labor organization, or encouraging member-

ship in the Central Employees' Association, or any other labor organization of its employees, by discrimination in regard to hire or tenure of employment, or any term or condition of employment;

b. Dominating or interfering with the administration of the Central Employees' Association, or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to the Central Employees' Association, or any other labor organization of its employees;

c. 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.

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

a. Offer to Ira E. Fogg immediate and full reinstatement to the position held by him immediately prior to December 3, 1936, without prejudice to any rights or privileges;

b. Make whole Ira E. Fogg for any loss of pay he may have suffered by reason of his lay-off from December 3, 1936, to December 21, 1936, and by reason of his discharge on January 22, 1937, by payment to him of a sum of money equal to that which he would normally have earned as wages and bonus during the period of his lay-off from December 3 to December 21, 1936, and from the date of his discharge to the date of the respondent's offer of reinstatement, less any amount he may have earned during those periods;

c. Withdraw all recognition from the Central Employees' Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and completely disestablish the Central Employees' Association as such representative;

d. Post notices to its employees in conspicuous places in all of its depots and warehouses stating: (1) that the Central Employees' Association is disestablished as the representative of any of its employees for the purpose of dealing with it with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of work, and that it will refrain from any recognition thereof; (2) that it will cease and desist in the manner aforesaid; and (3) 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 Fifteenth Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.

### CERTIFICATION OF REPRESENTATIVES

A petition for certification of representatives having been duly filed, and an investigation and hearing having been duly authorized and held, by virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Section 8 of National Labor Relations Board Rules and Regulations—Series 1, as amended,

IT IS HEREBY CERTIFIED that Local No. 79, International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, has been designated and selected by a majority of the drivers and drivers' helpers employed by Central Truck Lines, Inc. out of its Tampa terminal as the exclusive representative of all such employees for the purposes of collective bargaining in respect to wages, rates of pay, hours of work, and other conditions of employment.