

IN the Matter of PROTECTIVE MOTOR SERVICE COMPANY, A CORPORATION
and TWENTY-FIVE EMPLOYEES

Case No. C-25.—Decided April 28, 1936

Motor Truck Transportation Industry—Interference, Restraint or Coercion: expressed opposition to labor organization, threats of retaliatory action; espionage; bargaining with individual employees; denial of right of employees to be represented by non-employees—*Discrimination:* discharge—*Reinstatement Ordered—Back Pay:* awarded.

Mr. Gerhard P. Van Arkel for the Board.

Mr. Albert L. Moise, of Philadelphia, Pa., for respondent.

Hilda Droshnicop, of counsel to the Board.

DECISION

STATEMENT OF CASE

On December 4, 1935 a charge was filed with the Regional Director for the Fourth Region against the Protective Motor Service Co., Philadelphia, Pennsylvania, (hereinafter called respondent), charging respondent with violations of Section 8, subdivisions (1) and (3) of the National Labor Relations Act, approved July 5, 1935 (hereinafter referred to as the Act). On December 26, 1935 a complaint and notice of hearing, signed by Stanley W. Root, Regional Director for the Fourth Region, were issued and duly served.

In reference to the unfair labor practices, the complaint alleged that respondent had violated Section 8, subdivisions (1) and (3), by its discharge of and refusal to reinstate 24¹ drivers for joining a labor union and by its commission of various other acts of intimidation and coercion tending to deprive its drivers of rights guaranteed in Section 7 of the Act.

In its answer respondent denied that all the men named in the complaint were drivers, and admitted that it had terminated the employment of some of them, but denied that it discharged them for union activities. It further alleged that two of the men named in the complaint are now employed by it; that one left the company of his own accord; that eight of the men were discharged for insubordination; and that 13 were dismissed for inefficiency.

Pursuant to notice of hearing, Walter Wilbur, the Trial Examiner duly designated by the National Labor Relations Board, conducted a hearing beginning January 8, 1936 in Philadelphia, Pennsylvania. Respondent appeared by counsel and participated in the

¹ The complaint erroneously alleged that respondent had discharged and refused to reinstate 25 men.

hearing. The Board was also represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing on the issues, was afforded to all parties.

At the hearing the complaint was amended to include in paragraph 2 the phrase "or in other capacities" after the word "drivers." Respondent reserved an exception to the Trial Examiner's ruling. This ruling is hereby affirmed. Respondent moved at the close of the hearing to dismiss the complaint as to Uditzky, Birch, Chafin, Weston and Hartman on the ground that they had not appeared and that the evidence as to them did not support the allegations of the complaint. Counsel for the Board consented to dismiss only as to Chafin: As to Uditzky, Birch, Weston and Hartman, the Trial Examiner reserved decision on respondent's motion. The motion is hereby denied.

By order of the National Labor Relations Board, dated January 9, 1936, the proceeding was transferred to and continued before the Board in accordance with Article II, Section 35 of National Labor Relations Board Rules and Regulations.

On March 12, 1936 H. C. Pfaff, Thomas J. Wohlan, David C. Jenkins, Paul S. Birch and Horace A. Weston requested that their names be stricken from the charge. Pursuant to Article II, Section 1 of National Labor Relations Board Rules and Regulations—Series 1, their request is hereby granted.

As presented before this Board, pertinent allegations of the complaint involve the following 18 of respondent's employees; *R. W. Moore, Harry Uditzky, Carl Jacobsen, A. R. Wheatley, Harry A. Glading, J. Ragone, E. W. Graham, George Vavricka, James W. Connery, Clarence W. Bailey, Frank Brown, S. S. Kelly, W. C. Gilbert, Daniel McGeary, Benjamin Greitzer, B. L. Stephanson, James Cooper, C. W. Hartman.*

Upon the evidence adduced at the hearing and from the entire record now before it, including the transcript of the hearing and exhibits introduced, the Board makes the following:

FINDINGS OF FACT

I. THE RESPONDENT

Respondent, Protective Motor Service Company, is a corporation organized and existing under the laws of the State of Pennsylvania, and having its principal office and place of business in Philadelphia, Pennsylvania. The Philadelphia office is the scene of the present dispute. Including a small office force and some mechanics, respondent has approximately 125 to 150 employees. The bulk of these are drivers and guards.

Respondent is engaged in the business of transporting valuables in armored cars, and operates approximately 45 to 50 armored trucks,

each of which is manned by a chauffeur and at least one guard. The valuables transported include coinage and United States Bonds. Respondent's business is capitalized at \$25,000. Its annual gross payroll is in excess of \$150,000, and constitutes 77% of the total running expense of the concern. Respondent carries insurance of \$50,000,000.²

The daily schedule of trips made by respondent's trucks includes two daily routes to points outside of Pennsylvania; to Trenton and to Atlantic City, New Jersey, respectively. In addition, respondent's trucks make trips to New York as required by customers. On the average, at least one such trip is made monthly; frequently several trips a month are made. Weekly trips to Camden, New Jersey, form also a regular part of respondent's business. Other unscheduled interstate routes include those to Washington, D. C., Baltimore, Maryland, and Wilmington, Delaware. To cover this transportation in interstate commerce, respondent has applied to the Interstate Commerce Commission for a license under the Federal Motor Carrier Act.

Both the drivers and the guards are shifted about constantly from route to route. Thus, all of the drivers and guards are actually or potentially engaged in this interstate traffic.

The aforesaid operations of respondent constitute a continuous flow of traffic, commerce and transportation among the several States.

II. THE UNION

The union here involved, Local No. 470, International Brotherhood of Teamsters, Chaffeurs, Stablemen and Helpers of America, is a labor organization.

III. THE UNFAIR LABOR PRACTICES

Before the inception of the present dispute respondent's plant had never been organized. It was common knowledge for many years that any one who attempted unionization of respondent's employees would be discharged. S. S. Kelly, one of the men here involved, was suspended for union activities in March, 1933, and McMinnimy, a driver, was dismissed for the same reason in 1934.

² Respondent's contention that it is a private detective agency, and that the men here in question are detectives, is utterly without support from the record. Marsh, the president of respondent, admitted at the hearing that a detective agency operated by him, was a totally distinct corporation. The employees of each are distinct, although on occasion men employed by respondent have acted as guards and undercover men in the labor-dispute jobs which form a substantial portion of the work of Marsh's detective agency. Heavy reliance was placed by respondent upon the wording of the inscription on the badges worn by respondent's men while on duty. The inscription reads, "Detective, State Seal, Protective Motor Service Company, Incorporated, and Captain William Marsh, Incorporated." The men testified, however, that they had never been sworn in as detectives or as deputies and that the badge was merely for purposes of identification. Marsh freely admitted that he had received no formal authority from the State to use the State Seal on the men's badges and that they were accessible to any purchaser at the private badge company where they were bought.

After the National Industrial Recovery Act was declared unconstitutional in May 1935, respondent entered upon a policy of cutting wages and lengthening hours until its oldest and most efficient full-time drivers and guards were receiving a maximum of \$31.50 for a working week of 65 to 72 hours, as compared with a previous wage of approximately \$41 for a 48-hour week. Most of the men worked only part-time and thus earned considerably less. At the end of August 1935, respondent hired several men of the ages of 18 to 21 and detailed them to some of the older men's schedules for an \$18 a week wage, with the result that the hours formerly given the older employees on part-time were reduced, with a consequent precipitous decrease in earnings. The others feared that they would be shunted aside in the same way. A general wage cut of 10% was instituted toward the end of October, 1935.

A. Circumstances of the dismissals

At about the time of the last wage cut Morrissey, the president of Local No. 470 (hereinafter called the union), distributed circulars at respondent's Philadelphia garage urging the men to attend a meeting on Sunday, October 27, 1935, to discuss their joining the union. Captain Marsh, the president of respondent, saw the circular on Thursday, October 24th, but assumed that the men would ignore the invitation. He discovered on Saturday, however, that the meeting would be attended by respondent's employees.

About 30 or 35 of respondent's drivers and guards appeared at the union meeting on Sunday. It was there decided that Moore, an old and trusted employee of respondent, would inform Marsh that the men had determined to organize, and that they would consent to form a company union if that was his preference.

On the following day West, the general superintendent of respondent, was already in possession of a detailed list of the men who had attended the Sunday meeting. Marsh was acquainted with all the proceedings which took place and did not wait to be approached by Moore. That morning he called in Moore, asked him how the meeting was, and inquired what was his complaint. Moore related several personal grievances, referred to the pay cuts, the lengthening of hours of work and the threat presented by the hiring of the younger men at materially reduced wage scales and concluded by suggesting that Marsh call a meeting of his employees to discuss their projected organization. Moore emphasized that "whatever demands were made would be fair" and indicated that the men would agree to a company union plan. Marsh replied: "There is one thing that I will not have, and that is that man McGlone coming down here telling me how to

run my business . . .”³ He stated emphatically that his business was no place for a union; that any difficulties which existed could have been straightened out without recourse to union organization had the men made a personal appeal to him; and that he would have no general meeting of all the men as Moore proposed, but would wait in his office Tuesday night should any of the union men care to see him. Marsh was fully aware of the fact that the second union meeting was to be held on Tuesday night, October 29th.

During the day Marsh called in, separately or in small groups, most of the men who had attended the meeting on Sunday, questioned them as to their grievances and expressed in substantially the same terms his hostility to union organization in the plant. To Gilbert, Marsh said: “I will not have anything to do with those thugs and highwaymen of that local that you people tied up with.”

On Tuesday morning Marsh assembled the union men and reasserted his position: “The company is not big enough to have a union . . . We will not tolerate a union in this company. Let there be no more talk about unions.” During the day Marsh, West and Al Caecia, the chief mechanic, on various different occasions warned several of the men that they would be dismissed if they continued to engage in union activities. Nevertheless the men attended the meeting that night.

Marsh himself testified that he again sent spies to the October 29th meeting. The following morning five of the men whom he thought to be leaders were summarily discharged. The dismissal of men who had taken part in the union meetings continued throughout the following month.⁴

³ McGlone is president of another local of the International with which Marsh confused the union involved in the instant dispute.

⁴ See the following table.

Name	Union activity	Occupation	Approximate length of service	Time of discharge
R W Moore.....	Joined union.....	Driver.....	8 years....	Oct 30, 1935
Harry Uditzky.....	Attended union meeting.....	Guard & Driver.....	6 years....	Oct. 30, 1935
Carl Jacobsen.....	Joined union.....	Guard.....	5 years....	Oct. 30, 1935
George Vavricka.....	Attended union meetings.....	Driver.....	7 years....	Oct. 30, 1935
James W Connery.....	Attended union meetings.....	Driver & Guard (Extra man)	8 years....	Oct 30, 1935
A R Wheatley.....	Joined union.....	Driver & Guard.....	2 years....	Nov. 2, 1935
Harry A Glading ¹	Joined union.....	Guard.....	8 years....	Nov 2, 1935
Clarence W Bailey.....	Joined union.....	Driver & Guard.....	3 years....	Nov. 2, 1935
J Ragone.....	Attended union meetings.....	Guard.....	7 years....	Nov. 12, 1935
E W Graham.....	Attended union meetings.....	Extra man.....	2 years....	Nov 16, 1935
Frank Brown ¹	Joined union.....	Driver & Guard.....	10 years....	Nov. 14, 1935
S S Kelly ¹	Joined union.....	Driver & Guard.....	8 years....	Nov 18, 1935
W. C Gilbert ¹	Joined union.....	Driver.....	5 years....	Nov 19, 1935
C W Hartman.....	Joined union.....	Driver.....	7 years....	Nov 22, 1935
Daniel McGeary.....	Joined union.....	Driver.....	7 years....	Nov 22, 1935
Benjamin Gretzer ¹	Joined union.....	Driver.....	2 years....	Nov 25, 1935
James Cooper ¹	Joined union.....	Driver.....	2 years....	Dec 3, 1935
B L Stephanson ¹	Joined union.....	Guard.....	3 years....	Dec. 4, 1935

¹ Received or offered letter of recommendation by respondent stating that his work had been satisfactory and that he had been discharged only because the company was cutting down its force.

At the hearing, Marsh gave the following account of his parting words to the men: "I told them that this thing could not continue. . . . This was on Wednesday morning, when these men were discharged. There is no use—I want to make it perfectly plain that I told them this condition of turmoil and meeting all around, downstairs, and upstairs, down in the garage, could not continue, and I asked them to abandon this particular purpose for the time being, and that we would discuss the matter, and I would ask them to come up and see me on Tuesday night, and I waited for them there for that purpose, and they chose to disregard my request, and we parted company right then and there." To Greitzer, who was one of the last men to be discharged, Marsh said: "I am sorry, Greitzer. I hate to let you go . . . I told you boys about going to that union meeting . . ." In answer to Greitzer's question, "Is that why I am getting out?" Marsh replied, "Yes."

On November 14th West told one of the men who had been discharged that he would make efforts to have him reinstated, but reported to him the next day that it had been decided at Marsh's home the night before that none of the men who had been to the meetings would be rehired. West added: "I am sorry to say it, but some more men are going."

None of the men hired by respondent after October 29th joined the union or attended any of its meetings. Respondent's men now have a company union.

B. Respondent's contentions

Respondent denies that Moore, Kelly, Bailey, Glading, McGearry, Jacobsen, Connery, Ragone, Greitzer, Gilbert, Wheatley, Brown, Graham, and Stephanson were discharged for union activity, and asserts that they were discharged for insubordination, disrupting the organization and because the other employees refused to work with them.⁵ The facts presented in the record do not square with respondent's version of the situation.

Respondent declares that Moore and Kelly were guilty also of insolence to Marsh. This charge relates, presumably, to their response to Marsh's inquiries on October 28th concerning the grievances which impelled them to join a union. Respondent's contention that Moore was dismissed because of an expression of personal animosity owing

⁵ Respondent's brief asserts that Connery was also discharged because he was "suffering from a bad case of strabismus (an eye disease)." Marsh, however, himself contradicted this flatly at the hearing.

to Marsh's failure to contribute to his hospital expenses when he was injured several years before in the company's service, would have more plausibility had Moore invited the interview and volunteered the information, had the union issue been absent, and had Marsh discharged Moore at once. His delay until Moore disregarded his thinly veiled threat by attending the second meeting and the swiftness with which he was then ordered to turn in his credentials, indicate clearly the true reason for his discharge. The single reference to a criticism of the company's methods attributed to Kelly also occurred in a conversation on October 28th, again in answer to a direct inquiry. There is no evidence that Kelly had previously volunteered unsolicited advice or made invidious comments on respondent's management in the period between this conversation and his dismissal on November 18th. As in Moore's case, Kelly's persistence in union activities after Marsh's warning alone explains respondent's action.

Respondent's complaint against the men here in question accordingly reduces itself to that of agitation, annoyance of the non-union men, insubordination and disruption of discipline. Marsh and West avowedly considered these men exemplary employees until the beginning of their interest in unionization. It was not until after Marsh's ultimatum concerning their union activities that the behavior to which respondent takes exception began to occur. The men who were not on duty then discussed their next move in conferences in the cellar and in restaurants in the vicinity (their regular meeting and recreation places between trips), or fell into groups in the garage as they got off their trucks after their runs were over. Respondent freely admits that these discussions did not hamper the execution of the regular schedules and that there was no occasion to reprimand any one for neglect of duty. In spite of its numerous references to "uproar", the management admitted that the groups were never larger than eight men and at no time did it request the men to be quieter. The evidence relating to the molestation of non-union employees is peculiarly lacking in conviction; none of those who were allegedly abused appeared to testify to that effect, and Marsh conceded on cross-examination that no objections were forthcoming until he summoned the employees to his office and extracted their complaints by questioning.

Respondent's contention that the men were discharged for insubordination rather than for union activity warrants further consideration only because it exposes a fundamental misunderstanding of the rights and duties of an employer under the Act. The conception of insubordination offered by respondent's counsel and elicited from

Marsh at the hearing⁶ reduces itself to the view that failure to consult the employer on the decision to join a union is ingratitude and disloyalty amounting to a "serious breach of discipline" warranting

⁶ "Well, if a man is being satisfactorily employed, and is being paid wages, when half of the country is being starved to death, and he is independent, and owns his own automobile, and is in affluent circumstances, to go around with 15 or 20 of his fellow employees and, compel them to change what he calls unfair practices, that is what we call insubordination . . . If Mr. Brown, or any one else, wants to join a labor organization, we have no right to prevent that, but what we object to is stirring up the other employees." Marsh's testimony, elicited by questions from respondent's counsel, developed this theme: ". . . the main number of our employees have been with me a great many years and they are personal friends of mine. They know perfectly well—they have all helped to build up the organization, and they have done everything they possibly could to assist us in our business, and they look to me to see that their hours of work and the time they spend there are spent under as comfortable conditions as possible, and I recognize that a real obligation, and I think that is true."

Q. "You have to separate the chaff from the wheat?"

A. "Yes"

Q. "And the genuine from the non-genuine and the real from the unreal"

Immediately following upon his emphatic denial that the men had been discharged for union activities, Marsh freely asserted that the employees involved were dismissed "for attempted formation of this society or joining this society, for the purpose of interfering with our duties, and the duties of the men. I consider this a breach of discipline; also their continued presence resulted in discord. . . ." The explanation of his motive for dismissing Jacobsen, one of his oldest employees, was delivered with equal confidence: "Mr. Jacobsen and I have a complete misunderstanding, altogether. He seems to think that he has been commissioned or did seem to think that he had been commissioned by some mysterious power to take charge of all the rest of the employees, and tell them what particular society, or whatever it was, they were to belong to. I disagreed with him. I think he ought to tell me, when he is going to do all of those particular things, and inform me of it. I might as well make it clear of record that it is a very serious breach of discipline. I would regard it as a serious breach of discipline and do, if anybody, as I tried to say—if anybody starts any of these kind of moves without telling me about it. That is the kind of loyalty I expect." It is interesting to note that Marsh's deepest displeasure was directed against his most efficient and responsible employees; their attendance at the second union meeting resulted in immediate dismissal and their discharge he considered the most justified. Thus of Jenkins (who subsequently withdrew as a complaining witness), Marsh said: "He was in almost a supervisory capacity, and he had a good deal of information about our place, which he obtained due to the fact that he was employed, and being as he was, in a supervisory capacity, I think—thought then and think now, that he ought to have informed me some considerable time before about his activities in that particular connection. Another thing is, he told me that he did not go to this meeting and did not have anything to do with it, and afterward he admitted that he did. Now, a man in a confidential supervisory capacity that don't tell you what happens and then don't tell you the truth, I don't think he and I agree on his discharge of his duties." Similarly, with reference to Brown: "Brown has been with us a great many years. In fact, when I only had—when there were only five of us working on the armored cars he was one of the five, and I had the greatest confidence in him. He had been there so long and of course, on one occasion he had been gone two years, but I had been in touch with him during those two years somewhat, and his actions with regard to some of our employees, in connection with this affair, were very much worse, absolutely very much worse than any of the other men—very much worse. I told him, and I tell him now, if he is in here, that I think he ought to have told me, of all the people connected with this thing. I think he could have prevented it all, and saved a great many of these men this annoyance and trouble that they have been in. I really think that of everybody else here he is the most deserving of being discharged, whether for unionism or any other kind of an ism"

Q. "In other words, you and he had been personal friends for a long time?"

A. "Yes, and he had done very well in our business" . . .

Q. "He was active in trying to destroy the discipline of your place?"

A. "Very active."

Q. "And he bit the hand that fed him?" . . .

A. "Whoever is responsible for these men being in this predicament they are in, it is not me."

discharge; and that the attempt of the union men to draw the other employees into their orbit is a serious and regrettable aberration. It follows from these premises that the employer is compelled by his traditional status of *pater familias* and friend to his employees to defend his non-union men from the persistent proselytizing of union employees, and that where the most certain means of protecting them from such importunity is dismissal of the union men, the measure is a proper one.

The earnestness with which these views are urged by Marsh indicates that it is not superfluous for the Board to emphasize that the Act is grounded upon postulates radically opposed to those upon which the foregoing argument proceeds. That union organization is the exclusive concern of labor; that employees may advance that objective in any legitimate and orderly manner; and that they are entitled to the protection of the Board if the employer interferes with or coerces them in the exercise of their right to organize, are elementary principles of the legislation under which this Board is constituted. The open intimidation of employees in the exercise of this right with which this record is full, is as incompatible with the policy of the Act as respondent's persistent spying and other covert interference with the union activities of its men. It is for the employees alone to decide their method of organization and when the fact of its existence shall be disclosed, if at all. So long as efficiency is unimpaired, to discuss union problems on the company's premises, and in an orderly manner to urge non-union men to join, is wholly permissible. It follows from the premise that the employer is under a duty not to interfere with the self-organization of his men, that he may not try to protect his non-union labor from the persuasions of the union employees. To this principle the Act recognizes no exception based upon allegations of friendship or supposedly fortunate conditions of employment.

By discharging from employment, and by thereafter refusing to reinstate R. W. Moore, Harry Uditzky, Carl Jacobsen, George Vavricka, James W. Connery, A. R. Wheatley, Harry A. Glading, Clarence W. Bailey, J. Ragone, E. W. Graham, Frank Brown, S. S. Kelly, W. C. Gilbert, C. W. Hartman, Daniel McGeary, Benjamin Greitzer, James Cooper and B. L. Stephanson, and by each of said discharges, respondent discriminated in regard to hire and tenure of employment and has thereby discouraged membership in the labor organization known as Local No. 470, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America.

By such discrimination in regard to hire and tenure of employment, respondent 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

It was found above that the men here involved are actually or potentially engaged in the direct operation of instrumentalities of interstate commerce. Interference with the performance of their duties thus involves necessarily an interruption of the regular and effective functioning of such instrumentalities.

Interference with the activities of employees in forming or joining labor organizations results in strikes and other forms of industrial unrest which in the motor transportation industry have the effect of impeding the functioning of instrumentalities of foreign and interstate commerce. The official statistics of the United States Department of Labor on labor disputes in the motor transportation industry indicate that in 1934 and January to July 1935 such interference by employers resulted in strikes and lockouts involving 100,655 workers and 1,060,855 man-days of idleness.

The aforesaid acts of respondent burden and obstruct commerce and the free flow of commerce 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 and upon the entire record in the proceeding the Board finds and concludes as a matter of law:

1. Local No. 470, 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. Respondent, by discriminating in regard to the hire and tenure of employment of R. W. Moore, Harry Uditzky, Carl Jacobsen, George Vavricka, James W. Connery, A. R. Wheatley, Harry A. Glading, Clarence W. Bailey, J. Ragone, W. W. Graham, Frank Brown, S. S. Kelly, W. C. Gilbert, C. W. Hartman, Daniel McGeary, Benjamin Greitzer, James Cooper and B. L. Stephanson, and each of them, and by 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.

3. Respondent, by discharging and refusing to reinstate R. W. Moore, Harry Uditzky, Carl Jacobsen, George Vavricka, James W. Connery, A. R. Wheatley, Harry A. Glading, Clarence W. Bailey, J. Ragone, W. W. Graham, Frank Brown, S. S. Kelly, W. C. Gilbert, C. W. Hartman, Daniel McGeary, Benjamin Greitzer, James Cooper and B. L. Stephanson, has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has thereby engaged in and is engaging in unfair labor

practices, within the meaning of Section 8, subdivision (1) of the Act.

4. Such 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 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 respondent, Protective Motor Service Company, a Corporation, and its officers and agents, shall:

1. Cease and desist:

(a) From discouraging membership in Local No. 470, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or in any other labor organization of its employees, by discharging or threatening to discharge any of its employees for joining the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or any other labor organization of its employees;

(b) From in any other manner discriminating against any of its employees in regard to hire or tenure of employment or any term or condition of employment for joining the Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, or any other labor organization of its employees; and

(c) From in any other manner interfering with, restraining or coercing its employees in the exercise of their rights of self-organization, to form, join or assist labor organization, 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 Act.

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

(a) Offer to R. W. Moore, Harry Uditzky, Carl Jacobsen, George Vavricka, James W. Connery, A. R. Wheatley, Harry A. Glading, J. Ragone, E. W. Graham, Frank Brown, S. S. Kelly, W. C. Gilbert, C. W. Hartman, Daniel McGeary, Benjamin Greitzer, James Cooper and B. L. Stephanson, immediate and full reinstatement, respectively, to their former positions, without prejudice to any rights and privileges previously enjoyed;

(b) Make whole said R. W. Moore, Harry Uditzky, Carl Jacobsen, George Vavricka, James W. Connery, A. R. Wheatley, Harry A. Glading, J. Ragone, E. W. Graham, Frank Brown, S. S. Kelly,

W. C. Gilbert, C. W. Hartman, Daniel McGeary, Benjamin Greitzer, James Cooper and B. L. Stephanson, 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 normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate each was paid at the time of his discharge, less the amount earned subsequent to his discharge;

(c) Post immediately notices to its employees in conspicuous places in its various offices, or other places where they congregate on the property for instructions or other legitimate purposes, stating (1) that 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.

[SAME TITLE]

AMENDMENT OF DECISION

May 6, 1936

The National Labor Relations Board, having duly issued its decision in this matter on April 28, 1936, and being fully advised in the premises, hereby issues its Amendment of Decision in the following particulars:

(1) By adding to sub-paragraphs (a) and (b) of Paragraph 2, of the Order the name of Clarence W. Bailey;

(2) By changing the last sentence of the second paragraph of Paragraph 1 of the Findings of Fact from, "Respondent carries insurance of \$50,000,000" to, "Respondent carries insurance of \$5,000,000."