

**Johnnie Johnson Tire Co., Inc. and Jimmy Lee Rollins, Case 16-CA-11293**

18 July 1984

**DECISION AND ORDER****BY CHAIRMAN DOTSON AND MEMBERS  
ZIMMERMAN AND HUNTER**

On 13 February 1984 Administrative Law Judge Hutton S. Brandon issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions<sup>2</sup> and to adopt the recommended Order.<sup>3</sup>

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Johnnie Johnson Tire Co., Inc., Fort Worth, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

<sup>2</sup> Because there was an adequate showing in this case that the discharges were motivated by the employees' protected concerted activity we do not pass on the judge's dictum relating to his discussion and citation of *Textile Workers v. Darlington Co.*, 380 U.S. 263 (1965).

<sup>3</sup> The Respondent's request for oral argument is denied as the record in this case, including the exceptions and brief, adequately presents the issues.

**DECISION****STATEMENT OF THE CASE**

HUTTON S. BRANDON, Administrative Law Judge. This case was tried at Ft. Worth, Texas, on December 19, 1983.<sup>1</sup> The charge was filed by Jimmy Lee Rollins, herein called Rollins, on September 13, and the complaint issued on October 25. An amended charge was filed by Rollins on October 26, apparently to conform the charge to the allegations of the complaint which was more restrictive with respect to the number of alleged discriminatees named in the original charge. The primary issues presented by the complaint which was amended at the hearing is whether Johnnie Johnson Tire Co., Inc.,

<sup>1</sup> All dates are in 1983 unless otherwise indicated.

herein called Respondent or the Company, violated Section 8(a)(1) of the National Labor Relations Act, herein called the Act, by unlawfully threatening an employee engaged in concerted protected activity that he had better get back to work or be fired, and unlawfully discharging two employees, Rollins and Vaughn Harvey, because they engaged in concerted protected activities under the Act.

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

**FINDINGS OF FACT****I. JURISDICTION**

Respondent is a Texas corporation with an office and place of business in Ft. Worth, Texas, where it is engaged in the retreading and sale of truck tires. During the 12 months preceding issuance of the complaint, Respondent in the course and conduct of its business operations purchased and received goods, products, and materials valued in excess of \$50,000 directly from suppliers located outside the State of Texas. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**II. THE ALLEGED UNFAIR LABOR PRACTICES****A. The Material Facts**

While there is a substantial difference between the witnesses in this case for both sides regarding the less significant details of the events which culminated in Respondent's discharge of Rollins and Harvey on September 12, there is substantial agreement regarding the material facts. Thus, it is undisputed that at the end of work on September 9, Paul Johnson, Respondent's owner and president, called the production employees together and told them that because Respondent had been losing money, a 10-percent employee pay cut would be instituted. Johnson advised the employees that they could continue working if they wanted to or they could find another job elsewhere. Johnson said if they remained, and if business became better, wages would be raised again. Based on the undisputed testimony of Rollins, Johnson also told the employees that if at any time they wanted to talk to him, to feel free to come to his office and talk to him.

As could be expected, Johnson's announcement had an unsettling effect on the employees. Because of this, James Florence, a foreman and admitted supervisor of Respondent, arranged a meeting with employees at Florence's house on the morning of September 10. It was Florence's testimony, undisputed in this regard, that at the meeting the wage cut was discussed and the employees agreed not to take any complaints back to the job the following Monday, and agreed that they were all going to work and give Respondent the quality and quantity of tires necessary for its business.

On September 12, it was necessary for Florence to leave the production area for several hours. As was his

custom when leaving the production area on duties for Respondent, Florence placed senior employee L.B. Joiner in charge in his absence. Florence testified he also told at last two other employees, Harvey and Anthony Jones, that he was leaving and that Joiner was in charge. A consensus of the testimony of both the General Counsel's and Respondent's witnesses reveals that some time after Florence left and before the lunchbreak, which was usually taken sometime shortly after noon, employees began to discuss among themselves the wage cut. A group of these employees, including Rollins, Harvey, Frederick Wilson, and Charles Goss, decided to go see Paul Johnson regarding the wage cut, apparently to ascertain if Johnson would consider cutting their hours instead of their wages. Instead of meeting with Paul Johnson, however, the group encountered John F. Johnson, vice president of the Company. Wilson told Johnson that they needed to talk to Paul Johnson about their hours and money. John Johnson, who in his testimony placed this encounter as occurring around 11:40 a.m., told the group that Paul Johnson was about to leave and would be back at 1:30 or 2 p.m., and they could see him then.

The group then returned to their work area. According to Respondent's witness Joiner, the group "fooled around" for a few minutes and then went back to work.

Florence testified that when he returned to the plant, he was told by John Johnson that the men had come up to the office to see Paul Johnson. Joiner told Florence that the men had assembled in the tire-building room talking among themselves when they should have been working. That afternoon at quitting time Florence assembled the men to talk to them about what had happened. He questioned Wilson who appeared to be the "big spokesman" about the employees' complaints. Moreover, he specifically asked Rollins, Wilson, Harvey, and Goss if they had left their positions to go see Johnson without getting permission from Joiner. All answered affirmatively, and Florence thereupon discharged the four.<sup>2</sup>

#### B. Arguments and Conclusions

Based on the foregoing, the General Counsel contends that Rollins and Harvey had been engaged in concerted protected activity in going to see Johnson about their wage cut. While the General Counsel acknowledges that the employees had left their work station and thus engaged in a work stoppage, she contends that the work stoppage was of short duration resulting in no damage to the manufacturing process and with a minimum amount of loss in production.

In connection with the unlawful threat alleged in the complaint as amended at the hearing, the General Counsel's relies on the testimony of employee Woody Fain. Fain testified that when he reported to work around noon, he found the other employees talking about going to Paul Johnson concerning their wages being cut. Fain's testimony indicates that he also accompanied the group and was observed by alleged supervisor James Owens who was standing within earshot of the group as they talked to Johnson. Owens called Fain over to him and

told him to go back to work before he got fired. Fain did so. Since the General Counsel contends that Fain was involved in concerted protected activity at the time of Owens' threat, such threat constituted unlawful interference with Fain's right to engage in concerted activity.

Respondent's position is that the employees herein were engaged in a work stoppage which resulted in a substantial loss of production for Respondent. Respondent contends that such activity, although concerted, was not protected because employees left their work area without permission of Joiner who had been left in charge. There is a conflict among Respondent's own witnesses regarding the extent of the loss of production. According to John Johnson, the Company normally produced 88 to 90 tires per day, but on September 12, only 62 tires were produced. Joiner, on the other hand, testified that the actions of the employees in the work stoppage on that date caused a loss of production of only 9 tires. The General Counsel witness, Harvey, insisted that 104 tires were produced that day. While I am not convinced of the accuracy that day, it is reasonable to infer that there was some production loss. Harvey in his testimony admitted that when the employees took their lunchbreak sometime after the work stoppage, they had not completed filling the tire chamber molds, a task normally completed prior to the lunchbreak. However, I am convinced that the loss of production was slight and more in line with the figure related by Joiner, since the duration of the work stoppage, based on the estimate of Harvey who was not specifically contradicted on the point, was only about 10 minutes. Joiner also related in his testimony that the employees hesitated only about 4 or 5 minutes in going back to work after they had gone to see Johnson. Joiner impressed me as credible.

It has long been recognized that employees have a legitimate interest under the Act in acting concertedly in making known their views to management without being discharged for that interest. *NLRB v. Phoenix Life Insurance Co.*, 167 F.2d 983, 988 (7th Cir. 1948), cert. denied 335 U.S. 845. Concerted action on a condition of employment may exist and receive protection under the Act even if employees do not formally choose a spokesman or go together to see management, it being sufficient that the employees involved believe that they have a grievance. *Hugh H. Wilson Corp. v. NLRB*, 414 F.2d 1345, 1349 (3d Cir. 1969), cert. denied 397 U.S. 935 (1970); *NLRB v. Guernsey-Muskingum Electric*, 285 F.2d 8, 12 (6th Cir. 1960). The degree of merit of the grievance, and even the lack of merit, does not affect the protection of the employee's right under Section 7 of the Act to assert it as a matter of concerted activity. *NLRB v. Halsey W. Taylor Co.*, 342 F.2d 406, 408 (6th Cir. 1965). Even the reasonableness of the method of protest adopted does not decide the protected nature of the concerted activity. *NLRB v. Washington Aluminum Co.*, 370 U.S. 9, 16-17 (1962); *NLRB v. Solo Cup Co.*, 237 F.2d 521, 526 (8th Cir. 1956); *Plastilite Corp.*, 153 NLRB 180, 183-185 (1965), affd. in part 375 F.2d 343, 349-350 (8th Cir. 1967). Accordingly, concerted activity by non-represented employees to protest their working condition is normally held to be protected regardless of the time of

<sup>2</sup> As already noted, only the legality of the discharge of Rollins and Harvey are put in issue by the complaint.

day it occurs or the impact of such activity on production. See *First National Bank of Omaha v. NLRB*, 413 F.2d 921, 925 (8th Cir. 1969); *NLRB v. Solo Cup Co.*, supra. Contra: *Dobbs Houses, Inc. v. NLRB*, 325 F.2d 531, 535-537 (5th Cir. 1963), denying enf. of 135 NLRB 885 (1962). Nor does the absence of advance notice of the concerted action or the complaint which prompts it remove the protection of the Act from concerted activity. *Polytech, Inc.*, 195 NLRB 695, 696 (1972).

The fact that Rollins and Harvey were engaged in concerted activity during the work stoppage of September 12 is not open to serious dispute. It is clear that they shared a common complaint with other employees regarding a condition of employment, i.e., the reduction in their pay, and it was this common complaint, and more specifically the effort to do something about it, which resulted in the work stoppage.

Respondent argues in its brief that the activities of the employees were unprotected essentially for two reasons, the first being the failure of employees to obtain permission of their supervisor before leaving their jobs, and the second being Respondent's assessment of the work stoppage as a partial and, therefore, unprotected strike. In support of its first reason, Respondent relies on the Board's decision in *Terry Poultry Co.*, 109 NLRB 1097 (1954). There the employer discharged two employees for leaving their work stations without permission to complain to a plant superintendent regarding certain actions of their foreman. Their work stoppage caused a loss of some production. The Board held that the work stoppage was unprotected because it violated a long-standing rule of the employer requiring employees to tell their foreman or fellow employees if they are leaving the production line. The Board found the rule to be a reasonable one consistent with the right of an employer to enforce reasonable rules governing the conduct of its employees on company time even though such rules may limit the statutory right of employees to engage in union or concerted activities. The *Terry* case is distinguishable, I conclude, from the instant case where there was no evidence of a longstanding rule, written or oral, requiring permission of a supervisor before employees could leave their work stations. Moreover, as pointed out in the dissenting opinion in *Terry*, supra, at 1102, it is generally settled that the "right to stop work concertedly to present a grievance to management is not lost simply because permission is not first obtained from the foreman . . ." See also *Go-Lightly Footwear*, 251 NLRB 42 (1980). The effect of such a work stoppage on production is incidental and does not preclude protection of the Act so long as the employees involved take reasonable precautions to avoid eminent danger to the employer's physical plant which foreseeably would result from the work stoppage. See *Marshall Car Wheel & Foundry Co.*, 107 NLRB 314 (1953). There was no threat of damage to Respondent's physical plant resulting from the work stoppages herein involved.

The case sub judice is also distinguishable from *Terry* because of the specific invitation issued by Paul Johnson to the employees at the time of the announcement of the wage reduction to come and talk to him. The testimony of Rollins and Harvey attributing such an invitation was

unrebutted and is credited. The invitation was broad in scope and unconditional as to time. Accordingly, even if Respondent had, in fact, had a rule prohibiting employees from leaving their work stations without permission, it would not be totally unreasonable for employees to perceive Johnson's invitation as superseding any rule or practice regarding leaving their work stations. Accordingly, I concluded that Rollins and Harvey, as well as any of the other employees involved, breached no rule in engaging in the work stoppage in order to talk to Paul Johnson about their wage cut. Their action was not, therefore, unprotected for that reason.

*Mal Landfill Corp.*, 210 NLRB 167 (1974), cited in Respondent's brief as supporting its contentions regarding the unprotected nature of the employee concerted activity herein is also distinguishable. There, employees in connection with a grievance concerning work safety shut down the employer's operation by closing gates to the site thus stopping all ingress and egress. The Board found such action to constitute more than simply a work stoppage and concluded that the employees were engaged in "misconduct which, when weighed against the absence of any unfair labor practices on the employer's part as well as the employer's willingness to discuss with the employees the safety grievances, warranted their discharge." As already found above, the employees here breached no rule in their actions, and they engaged in no actions which could be construed as misconduct warranting the removal from them the protective mantle of the Act. There being no misconduct, the absence of provoking unfair labor practices on the part of Respondent and Respondent's willingness to discuss the wage reduction with the employees becomes immaterial.

Respondent cites *Audubon Health Care Center*, 268 NLRB 135 (1983), in support of its argument that the employees here were engaged in a partial, and thus, unprotected work stoppage. A partial strike or work stoppage is unprotected because it constitutes an attempt by the participants to "set their own terms or conditions of employment in defiance of their employer's authority to determine those matters . . ." *Id.* at 137. A partial strike involves employees refusing to work but remaining in their work areas or withholding their labor from certain portions of their work while continuing to perform other portions. The latter situation occurred in the *Audubon* case. A strike may also be deemed to be a partial one if its intermittent and recurrent. See *Excavation-Construction, Inc. v. NLRB*, 660 F.2d 1015 (4th Cir. 1981); *First National Bank of Omaha*, supra; *Polytech, Inc.*, supra. The actions of the employees herein do not fall into any of these categories. The work stoppage here was a one time affair of very short duration. There was no effort by the employees to dictate to the employer what portions of their job duties they would perform. Moreover, there is no evidence that the employees intended the short work stoppage to be an initial step in further intermittent and recurring work stoppages. Also, there was no pattern of prior work stoppages shown which would indicate that the work stoppage here was partial in nature. I therefore find that the work stoppage here was not a partial strike and was not unprotected.

Respondent further argues that even if the employees were involved in protected concerted activities, no violation was established here because the General Counsel failed to establish as required under the recent decision of the Board in *Meyers Industries*, 268 NLRB 493 (1984), that the discharges in this case were motivated by the employees' protected concerted activity. Respondent's brief suggests that the element of "motivating" required in *Meyers* can only be satisfied by a showing of intent to interfere with employees' rights under Section 7. I do not interpret *Meyers* so broadly. A violation of Section 8(a)(1) is not dependent on discriminatory motivation or unlawful intent. See *Textile Workers v. Darlington Co.*, 380 U.S. 263, 268-269 (1965). Rather, *Meyers*, in citing *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), only emphasized the burden the General Counsel already had, i.e., that of establishing a prima facie showing sufficient to support the inference that protected conduct was a "motivating factor" in the employer's decision. Neither *Meyers* nor *Wright Line* specify intent to interfere with 8(a)(1) conduct as a necessary element of such motivation.

I conclude that the General Counsel has satisfied her burden under *Meyers* and *Wright Line* in the instant case. Respondent concedes that Rollins and Harvey were discharged because they had left their work stations. Their departure from their work stations is inextricably intertwined with their protected concerted activity. See *Burnup & Sims*, 256 NLRB 965 (1981). Extension of the logic supporting a contrary finding would produce the anomalous result that employees engaged in a lawful strike could be disciplined for being absent from work.

Moreover, and in any event, the record supports a conclusion that the discharges were as responsive to the reasons for the work stoppage as they were to the work stoppage itself. Thus, it is to be noted that the discharges did not occur immediately on Florence's acquiring knowledge of the fact that the employees had left their work stations. It was only after he was made aware of all the details of the work stoppage and the basis for it that Florence discharged the men. This factor, coupled with Florence's own expressed resentment that the men had raised the wage cut issue again after the thought it had been resolved in the meeting at his house the preceding Saturday, clearly points to the conclusion, which I here reach, that the discharges were directly responsive to the reason for the work stoppage.

In addition to the establishment of Respondent's motivation in the discharges, the General Counsel, I find, has satisfied her burden of proof with respect to the other elements of the violations of Section 8(a)(1) outlined in *Meyers* for concerted activity discharges. The General Counsel satisfied her burden of proof that the actions of Rollins and Harvey with the other employees were concerted, that Respondent knew the concerted nature of their activity, and that their activity was protected under the Act. Respondent has not, I conclude, satisfied the burden shifted to it under *Wright Line* to rebut the General Counsel's prima facie case. The work stoppage being inseparable from the protected concerted activity and there being no evidence of a similar response by Re-

spondent to any prior unprotected work stoppages in the past, Respondent has failed to rebut the General Counsel's case. Accordingly, I conclude that Respondent violated Section 8(a)(1) of the Act in the discharges of Rollins and Harvey as alleged in the complaint.

With respect to the coercive threat attributed by Fain to James Owens, Respondent argues initially that the record does not establish that Owens was a supervisor. I conclude to the contrary. Fain credibly testified, without contradiction, that Owens interviewed him and hired him in June. The clear inference to be drawn in these circumstances is that Owens had the authority to do that which Fain testified he in fact did. Owens did not testify, and Respondent did not produce evidence to rebut the inference or otherwise explain the extent of Owens' authority. Accordingly, I conclude that Owens had the authority to hire employees and, thus, qualifies as a supervisor under Section 2(11) of the Act.

Respondent further argues that even if Owens was a supervisor, his directions to Fain to get back to work under threat of discharge on September 12 was wholly consistent with his right to direct the work of employees. And lastly, Respondent argues that the record does not even show that Owens knew why Fain and the other employees were in the office area and, therefore, his direction to Fain could only have been motivated by the desire to get the job done.

Based on the testimony of Fain, which I find credible in this regard, he went with the employee group to see President Paul Johnson. According to Fain's uncontradicted testimony, Owens was within hearing distance when the group told Vice President Johnson that they wanted to see Paul Johnson about their "hours and money." It is reasonable, therefore, to conclude, and I so conclude, that Owens heard what was said. Hence, he was aware that the employees were concertedly away from their work stations in an effort to resolve a matter of concern to them related to their working conditions. This group activity has already been found above to be protected. Accordingly, Owens' threat to Fain to cease his involvement and return to work before he was fired clearly intimidated Fain in exercise of rights under Section 7 of the Act. See *Union Electric Co.*, 219 NLRB 1081 (1975). I find Respondent, through Owens' threat, violated Section 8(a)(1) of the Act as the amended complaint alleges.

#### CONCLUSIONS OF LAW

1. Respondent Johnnie Johnson Tire Co., Inc. is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. By threatening employees with discharge for engaging in concerted activity protected under the Act, Respondent engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.
3. By discharging Jimmy Lee Rollins and Vaughn Harvey because of their engaging in concerted activity protected under the Act, Respondent engaged in, and is engaging in, unfair labor practices affecting commerce

within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

#### THE REMEDY

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

Respondent having unlawfully discharged Jimmy Lee Rollins and Vaughn Harvey, I find it necessary to order it to offer them immediate and full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions without prejudice to their seniority and other rights and privileges, and to make them whole for any loss of earnings they may have suffered by reason of the discrimination against them by payment to them of a sum of money equal to that which they normally would have earned from the date of their discharges to the date of a bona fide offer of reinstatement, less net interim earnings during such period. Backpay shall be computed on a quarterly basis as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest thereon to be computed in accordance with *Florida Steel Corp.*, 231 NLRB 651 (1977).<sup>3</sup> Moreover, consistent with the Board's decision in *Sterling Sugars*, 261 NLRB 472 (1982), I shall recommend that Respondent be required to expunge from its records any references to the unlawful discharges of Rollins and Harvey and provide written notices of such action to them, and inform them that Respondent's unlawful conduct will not be used as a basis for future disciplinary action against them.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>4</sup>

#### ORDER

The Respondent, Johnnie Johnson Tire Co., Inc., Ft. Worth, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees with discharge for engaging in concerted activity protected under the Act.

(b) Discharging or otherwise disciplining employees for engaging in concerted activity protected under the Act.

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

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

(a) Offer Jimmy Lee Rollins and Vaughn Harvey full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

<sup>3</sup> See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

<sup>4</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

and make them whole for any loss of earnings in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Expunge from the records of Jimmy Lee Rollins and Vaughn Harvey any reference to their discharges, and notify them in writing that this has been done, and that the evidence of their unlawful discharges will not be used as a basis for any future disciplinary actions against them.

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

(d) Post at its Ft. Worth, Texas, place of business copies of the attached notice marked "Appendix."<sup>5</sup> Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

<sup>5</sup> If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

##### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten to discharge or discharge employees for engaging in concerted activity protected under the Act.

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

WE WILL offer Jimmy Lee Rollins and Vaughn Harvey immediate and full reinstatement to their former jobs or, if their former jobs no longer exist, to substantially equivalent positions of employment without prejudice to their seniority or other rights and privileges, and WE WILL make them whole for any loss of earnings,

with interest, that they may have suffered by reason of their unlawful discharges.

WE WILL expunge from our files any reference to the discharges of Jimmy Lee Rollins and Vaughn Harvey, and WE WILL notify them that this has been done, and that evidence of their unlawful discharges will not be used as a basis for further disciplinary actions against them.

JOHNNIE JOHNSON TIRE CO., INC.