

Slapco, Inc., d/b/a St. Louis Auto Parts Co. and Automotive, Petroleum and Allied Industries Employees Union, Local 618 affiliated with the International Brotherhood of Teamsters, AFL-CIO. Cases 14-CA-22580 and 14-CA-22592

December 12, 1994

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND BROWNING

On June 17, 1994, Administrative Law Judge Lawrence W. Cullen issued the attached decision. The Charging Party filed exceptions and a supporting brief and the Respondent filed an answering brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the rulings, findings,¹ and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Slapco, Inc., d/b/a St. Louis Auto Parts Co., St. Louis, Missouri, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ The Charging Party 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.

We agree with the judge that the 8(a)(1) interrogation of applicant for employment David Sparks was an isolated incident which did not contribute to the circulation of the decertification petition. There is no evidence that unit employees were aware of this incident. See *Choctawhatchee Electric*, 274 NLRB 595 fn. 2 (1985).

The Charging Party's exceptions assert that Richard Sigmund is a supervisor. The Charging Party relies on Carla O'Brien's testimony that "Richard" hired an employee. The Respondent filed a motion to reopen the record to introduce an affidavit to show that the "Richard" to which O'Brien's testimony refers is not Richard Sigmund. The Charging Party's exception is, at best, speculation, unsupported by any other evidence in the record. Inasmuch as we find the clarification the Respondent seeks unnecessary, we shall deny the motion to reopen the record.

Kathleen C. Fothergill, Esq., for the General Counsel.
Thomas G. Bearden, Esq. (Bearden, Breckenridge, Mattern & Perdue), of St. Louis, Missouri, for the Respondent.

DECISION

STATEMENT OF THE CASE

LAWRENCE W. CULLEN, Administrative Law Judge. This case was heard before me on October 27, 1993, at St. Louis, Missouri. The consolidated complaint in this case was filed by the Acting Regional Director for Region 14 of the National Labor Relations Board (the Board) on October 26, 1993, and is based on a charge and an amended charge filed by the Automotive, Petroleum and Allied Industries Employees Union, Local 618 affiliated with the International Brotherhood of Teamsters, AFL-CIO (the Union or the Charging Party) in Case 14-CA-22580 on July 7, 1993, and August 20, 1993, respectively, and a charge and an amended charge filed by the Union in Case 14-CA-22592 on July 14 and August 20, 1993, respectively. The complaint as amended at the hearing alleges that Slapco, Inc., d/b/a St. Louis Auto Parts Co. (the Respondent) engaged in unlawful interrogation of a job applicant; interfered with employees' picketing by removing a picket sign that was posted on public property; packed the collective-bargaining unit by hiring eight employees to replace four striking employees and a fifth employee who quit on the day the strike began; and unlawfully withdrew recognition from the Union. The Respondent has by its answer to the complaint as amended at the hearing denied the commission of any violation of the National Labor Relations Act (the Act).

Based on the evidence presented at the hearing including the testimony of the witnesses and the exhibits received at the hearing and after due consideration of the briefs filed by the General Counsel and the Respondent, I make the following¹

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

The complaint alleges, Respondent admits, and I find that at all times material, the Respondent has been a Missouri corporation with an office and place of business located in St. Louis, Missouri, where it is engaged in the retail and nonretail sale and distribution of automobile parts, that during the 12-month period ending July 31, 1993, Respondent, in conducting its business operations, purchased and received at its St. Louis facility goods valued in excess of \$50,000 directly from points outside the State of Missouri, and that Respondent has been at all times material, engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

¹ The following include a composite of the credited testimony of the witnesses at the hearing. All dates are in 1993 unless otherwise stated.

II. THE LABOR ORGANIZATION

The complaint alleges, Respondent admits, and I find that at all times material, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE APPROPRIATE BARGAINING UNIT

The complaint alleges, Respondent admits, and I find that at all times material, the following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees excluding executives, superintendents, actual (non-working) foremen in supervisory capacity or members of the clerical staff or outside sales force of the Respondent.

It is further alleged in the complaint and admitted by Respondent that since about 1947 and at all material times thereafter until the Respondent withdrew recognition from the Union on July 13, 1993, the Union has been the designated exclusive collective-bargaining representative of the unit and has been recognized as such by Respondent.

IV. THE ALLEGED UNFAIR LABOR PRACTICES

The Respondent and the Union have had an ongoing collective-bargaining relationship since 1947. The most recent collective-bargaining agreement was effective from March 1, 1990, to February 28, 1993, and was subsequently extended to March 8, 1993. Respondent's president and majority stockholder who owns 17,000 shares of stock is Richard Proetz. Proetz' daughter, Carla O'Brien, is corporate vice president and owns one share of stock. On Thursday, April 29, 1993, after the parties were unsuccessful in reaching a collective-bargaining agreement, the Respondent presented its final proposal to the Union. Union representatives advised they would present the proposal to the employees, but informed the Respondent they did not believe the employees would accept the proposal and that they could go on strike. The final proposal was presented by the Union to the employees at a meeting held in O'Brien's office on the same afternoon of April 29 and was rejected by the employees who also voted to go on strike. Respondent was not informed of either the rejection of its proposal or the outcome of the strike vote. At the time there were four full-time employees and one part-time employee in the unit.

On Monday, May 3, O'Brien arrived at the Respondent's facility at 8 a.m., as usual, unaware that the employees had decided to strike. On her arrival she saw employee and bargaining unit member Linda Foreman who normally met her and helped out on the parts counter until the regular parts counter employees, Ray Fehrman and Ray Cattaneo, arrived at 9 a.m. to assume their duties. James Littlejohn was a part-time driver and helper who sometimes helped at the parts counter. Foreman's work primarily consisted of checking in and inventorying new parts received. She also worked in the office processing billing of customers, mixed paint, and occasionally drove the delivery vehicle to deliver parts. Fehrman was the senior employee of all employees and worked primarily as a counterman as did Cattaneo, who also dispatched the delivery truck as required. Shortly after opening up that morning, O'Brien noticed that Foreman had not

followed her in and upon looking outside, she discovered that Foreman was walking in front of the building carrying a picket sign which was her first awareness that the employees were on strike. She immediately called her father, Richard Proetz, and told him to get there as soon as he could to help her. She also contacted her brother-in-law, Glen Curtis, who had previously worked for Respondent as a counterman, but who then had a full-time job elsewhere and asked him to give her as much help as he could. Curtis who worked full time at another job on the night shift agreed to work 3 days a week. He eventually cut this back to 1 day as he was unable to carry the load of 3 days in addition to his full-time employment. She also called her son Richard Sigmund and her daughter Carol Sigmund, who had both worked previously for Respondent. At the same time Richard Sigmund was employed full time elsewhere. He agreed to come in part-time and eventually quit his other job and became full-time until he quit to take another job in October. O'Brien's daughter, Carol Sigmund, was working less than full-time at another job and agreed to come in 3 days per week. She eventually became full-time, but then reduced her hours to 1 day a week when she obtained another full-time job. Neither Richard nor Carol Sigmund was experienced at counter work and they were used primarily to do stock work and make deliveries in the case of Richard Sigmund and to help in the office and check in parts in the case of Carol Sigmund. Respondent also hired three full-time counterparts in May to replace the full-time counterparts. They were Chris Buehre, a friend of Richard Sigmund, David Bruce Millenger who had been laid off from his job at Philco Automotive where he had sold auto parts to Respondent, and Don Bushdiecker who had previous auto parts experience. She also hired David Sparks as a full-time delivery man. She had previously interviewed Sparks the preceding Thursday as a possible replacement to part-time delivery man Daryl Anderson who she had planned to terminate. Anderson quit his employment at the end of the day of the strike. Sparks was unable to start on May 3, because of problems with his automobile, but started on the next day on May 4. In addition Richard Tash was hired for 8 hours per week to receive parts off site as trucks would not deliver to Respondent as a result of the Union's picket line. The General Counsel produced evidence which showed that after the advent of the strike Respondent's sales and purchases were significantly reduced. Thus while Respondent had sales of \$87,761.96 in April 1993, in May 1993 it had sales of \$62,827.76 as compared to sales of \$66,969.61 in May 1992. In June 1993 it had sales of \$63,312.88 as compared to \$80,578.43 in June 1992. In July 1993 it had sales of \$62,838.48 as compared to sales of \$82,035.75 in July 1992. In August 1993 it had sales of \$66,572.22 as compared to sales of \$81,468.59 in August 1992. In September 1993 it had sales of \$65,882.57 as compared to sales of \$82,501.99 in September 1992. Correspondingly Respondent's purchases were reduced significantly after the advent of the strike. Whereas in April 1993 Respondent made purchases of \$59,014.81, in May 1993 Respondent made purchases of \$46,402.63 as compared to purchases of \$66,281.79 in May 1992. In June 1993 Respondent made purchases of \$34,941.66 as compared to \$48,484.94 in June 1992. In July 1993 Respondent made purchases of \$49,207.22 as compared to purchases of \$55,301.94 in July 1992. In August 1993 it made purchases of \$54,347.81 as

compared to purchases of \$58,669.78 in August 1992. In September 1993 it made purchases of \$40,036.63 as compared to purchases of \$62,388.12 in September 1992. From these figures and the elimination of the Sunday store hours, the General Counsel argues that there should be no increase in the number of employees as occurred in this case as with the significantly reduced sales and purchases and fewer hours of operation there should have been less work to perform. The General Counsel also relies on the unrebutted testimony of employees Linda Foreman and Fehrman that they and other employees worked very little overtime prior to the strike. Additionally, Ray Fehrman testified that his work as a counterperson was easily learned and could be learned in 2 weeks. He did acknowledge on cross-examination, however, that a new employee could not do the job as fast as he could because of his long-time experience of 9 years as a counterperson. Linda Foreman testified also that the work of mixing paint and inventory and office work were also easily learned (i.e., paint mixing could be learned in 2 hours). The General Counsel also points to the uncontroverted evidence that all but two of the replacement employees were experienced and had worked for Respondent before. From the foregoing, the General Counsel contends that the Respondent hired excess employees to pack the bargaining unit in order to rid itself of the Union as it ultimately withdrew recognition from the Union on the basis of a petition sponsored by Richard Sigmund.

The Respondent countered through the testimony of Carla O'Brien that the replacement employees were hired and necessary in order to keep the business going. Her brother-in-law who had worked for Respondent several years prior thereto was employed full time elsewhere and was only able to work 3 days a week which he eventually reduced to 1 day per week because of the workload of his full-time job. His daughter initially only worked part-time, later became full-time and subsequently obtained another full-time job elsewhere. O'Brien testified further that it takes months rather than weeks to learn how to be an effective counterperson. There are over 2000 parts stocked and several suppliers from whom to purchase. It is necessary to purchase from the least expensive supplier first and the most expensive only as a last resort. The counterperson must know the suppliers and which one to go to in order of their cost and availability of parts. In addition, when regular purchasers of parts such as auto mechanic shops call, they expect the counterperson to recognize their voice. In addition the parts are listed in the computer and the counterperson must be knowledgeable concerning its operations and the various code and stock numbers. As she hired replacement employees O'Brien and Proetz were required to work alongside them to train them. Although the total number of employees replaced was small, they represented the entire work force.

A. *The Alleged Packing of the Unit*

Analysis

I find the General Counsel has failed to prove that the Respondent engaged in unlawful packing of the unit. Assuming arguendo that the General Counsel presented a prima facie case of this violation, I am persuaded by the countervailing evidence and arguments presented by the Respondent and find that the prima facie case of a violation has been rebutted

by the preponderance of the evidence. Initially, I credit the testimony of O'Brien that although she had been told by the Union that the employees might strike, on the Thursday prior to the strike, I also credit her testimony that she had not been apprised of the outcome of the strike vote and was unaware of the eminence of the strike until she observed Foreman picketing in front of the store the following Monday morning. I also credit her testimony that at that point she called her father, Richard Proetz, and subsequently her son, her daughter, her brother-in-law, and others who she was able to obtain in order to operate the business. I credit her testimony that Sparks was hired as a full-time employee to replace part-time driver Anderson as Sparks had expressed a preference for full-time employment and subscribe no unlawful motivation to this decision. I also credit the testimony of O'Brien that several employees (ultimately eight consisting of full-time and part-time employees) were hired in order to keep the business in operation and that a greater number of employees were required to handle the work than the four full-time employees who went on strike and part-time driver Anderson who quit on the day of the strike. I credit the testimony of O'Brien that more employees were required to operate the business as a result of loss of the long-time experienced employees by reason of the strike, particularly the counterpersons who by reason of their experience could work significantly faster than the new hires because of their greater familiarity with the parts and the optimum suppliers from whom to purchase to obtain the better prices, and with the regular customers who called for parts. I do not find that the decline in sales and purchases after the advent of the strike compels the conclusion that an excessive number of replacement employees were hired to pack the unit for purposes of decertifying the Union. Rather, I am convinced that the Respondent was scrambling to operate its business and to overcome the loss of the experienced employees as a result of the strike by hiring sufficient personnel to operate and serve its customers. Accordingly, I shall recommend the dismissal of this allegation.

B. *The Interrogation of David Sparks*

Analysis

Sparks testified that at the time of his interview by O'Brien on the Friday preceding the strike the following conversation occurred:

O'Brien: We are Union. There are fees, does that bother you?

Sparks: No.

O'Brien: There may be a possibility that certain people may go on strike. If so, would you stay or would you go?

Sparks: I would stay.

I credit Sparks' testimony in this regard which stands unrebutted on the record as O'Brien was not questioned concerning it although she was called to testify by both the General Counsel and the Respondent. I find that O'Brien's inquiry of Sparks as to whether he would stay if the employees went on strike constituted unlawful interrogation concerning Sparks' union sentiments with the implied threat that Sparks would not be hired if he answered that he would not stay

if the employees went on strike. This was not a situation where a strike was ongoing. Although O'Brien had been advised that the employees might strike, she testified she was unaware of the outcome of the strike vote. By said interrogation Respondent violated Section 8(a)(1) of the Act. It is clear that such interrogation was inherently coercive because of its tendency to coerce by the implication that Sparks would not be hired if he answered that he would not stay if the employees went on strike. Sparks' subjective reaction to the interrogation is not determinative here. Rather it is the tendency of the interrogation to be coercive rather than its actual effect which determines the violation. See *Challenge-Cooke Bros.*, 288 NLRB 287, 396, 397 (1988); *Freemont Food*, 289 NLRB 1790 (1988); *International Metal Co.*, 286 NLRB 1106, 1109 (1987). I further find that the inquiry as to whether the unionized status of the employees and the possibility of union fees bothered Sparks was also violative of Section 8(a)(1) of the Act as it was inquiring into his union sentiments or sympathies and was thus inherently coercive in the context of a job interview as the clear implication of said questioning was that if Sparks was bothered by the unionized status of the employees or the payment of union fees, that he might not be hired. O'Brien's subjective intent in asking the question or Spark's subjective reaction to it are not determinative here. Rather it is the coercive tendency of the inquiry which determines this violation also, see *Challenge-Cooke Bros.*, supra at 396.

C. The Removal of the Picket Signs

It is undisputed that Respondent's owner and president Richard Proetz removed the employees picket sign from a utility pole and attempted to remove another from a traffic signal near his business and called the police to enforce their removal from the aforesaid public property. There is a dispute between the version given by witnesses Ray Fehrman and Linda Foreman on this as opposed to the version given by Proetz as to whether the signs were removed over a 2-day period or 1 day, but there is no dispute that Proetz at least attempted to remove one of the signs and threatened to remove the signs and to call the police if any more were put up on public property and did call the police who arrived shortly thereafter and told Fehrman and Foreman that the signs could not be put on public property. Proetz testified without rebuttal that there were signs on the striking employees' cars parked in front of the premises and that he took no action to remove them, Proetz testified he objected to the placement of signs on public property as they bore his Company's name. The signs did in fact bear his Company's name, but did not purport to be put up on behalf of or sponsored by Respondent. Proetz testified that his concern was prompted by an incident wherein a tenant of his at another property had put up a sign and he (Proetz) was contacted by the police and ordered to remove it. The General Counsel contends that the Respondent violated Section 8(a)(1) of the Act by these actions as they interfered with the Section 7 rights of the employees to post picket signs protesting the labor dispute and in support of the striking employees. The General Counsel contends that notwithstanding the alleged illegality of the placement of the picket signs on public property of the utility company and the city, that the actions of Proetz interfered with the Section 7 rights of the employees. The General Counsel further contends that his fears were un-

founded and unreasonable as the signs do not purport to be sponsored by the Respondent. The Respondent, on the other hand, contends that the placement of the signs on a traffic light and utility pole was illegal and Proetz had a right to remove them and telephone the police in order to ensure that they were removed. The Respondent argues further that the actions of Proetz were not motivated by any unlawful purpose or intent which intent it contends is an essential element of the violations.

Analysis

I credit the versions testified to by Foreman and Fehrman concerning this matter that the incident occurred over only a 1-day period. Under either version, however, the removal and causing of the removal of the picket signs by Respondent's owner, Proetz, was violative of Section 8(a)(1) of the Act. Whatever his subjective intent was in doing so, Respondent's conduct impermissibly interfered with the Section 7 rights of the employees to place picket signs in support of the strike. Although the utility company or the city or its police may have had just cause to remove the signs, the Respondent did not. *Muncy Corp.*, 211 NLRB 263, 272 (1974).

D. The Withdrawal of Recognition and the Refusal to Bargain

Both David Sparks and Richard Sigmund testified that they initiated the circulation of the petition to decertify the Union on May 20. Sparks testified he was motivated by his fear that he would be terminated once the strike was over although no one had told him this. Both Sparks and Richard Sigmund testified they were also motivated by the conduct of Ray Fehrman²—who verbally abused Sparks on numerous occasions by calling him such names as “scab,” “motherfucker,” asshole, prick, and the like and who berated Sparks to Sparks' fiancée on an occasion when she visited Sparks at the store. Richard Sigmund also testified that Fehrman always seemed to be in the immediate vicinity smiling or making comments when a variety of incidents occurred concerning the employees' automobiles, such as the tires being deflated and an automobile being scratched, although he acknowledged he did not actually see Fehrman do any of these things. Sparks testified he learned of the process of filing a decertification petition from a friend who worked at another company where a decertification petition drive had caused the decertification of a union. The petition was prepared by Sparks and Richard Sigmund who typed it up in Respondent's office using Respondent's records to obtain the names of the employees. Sigmund testified he has access to the office and did not ask for permission to do so. The May 20 petition was signed by Sparks, Christopher Buehre, Carol

² Respondent has also asserted that Ray Fehrman is a supervisor and is not protected by the Act. Based on the evidence presented at this hearing I find that Fehrman is a rank-and-file employee accorded the full protection of the Act and is not a supervisor as contended by Respondent. Fehrman has been a long-time bargaining unit member and had the longest tenure of any of the bargaining unit employees. He had never disciplined an employee, had never hired an employee, and was in charge of the store only for brief periods when Proetz and O'Brien went to lunch and for limited vacations or business absence by both Proetz and O'Brien. I find he was at most an experienced employee utilized as a leadman, but with no supervisory duties.

Sigmund, Donald Bushdiecker, and David Millinger and was filed with Region 14 of the Board by Sparks on May 21. Richard Sigmund did not sign the petition as he feared it might not be appropriate for him to do so because of his relationship to his mother Carla O'Brien who is corporate vice president and to his grandfather Richard Proetz who is president and owner of Respondent. O'Brien owns 1 share of stock whereas Proetz owns 16,000 to 17,000 shares of stock and is the majority shareholder.

On July 13, Sparks and Sigmund prepared an addendum to the May 20 petition and secured the additional signatures of Richard Sigmund, Richard Tash, and Glenn Curtis. Sigmund testified that on further consideration he signed the addendum because he was an employee and held no special status which should prevent him from doing so. A copy of this addendum was given to O'Brien, on July 13, who had been previously given a copy of the May 20 petition. On the basis of these two documents, Respondent withdrew recognition and canceled a meeting with the Union scheduled for that night and has since refused to bargain with the Union.

Analysis

I find that Respondent did not violate the Act by its withdrawal of recognition from and refusal to bargain with the Union. I credit the testimony of Sparks and Richard Sigmund that the petition to decertify the Union was initiated by Sparks with assistance from Sigmund. Although Sigmund is the son of minority shareholder Carla O'Brien and the grandson of majority shareholder Richard Proetz, there was no evidence that he received special treatment or had any special status as an employee or held any supervisory position or confidential position. Moreover, he is independent and does not reside in the same household as his mother. Rather, the evidence was that he was employed as a rank-and-file employee. The sole evidence presented that might tend to support special status was Sigmund's use of the employees' files in the office in order to obtain information for the preparation of the petition. However, Sigmund testified that neither O'Brien nor Proetz was aware of this use of this information and he had not asked permission to do so. I find that this evidence, standing alone, is insufficient to prove that Sigmund was accorded special status. I note also the un rebutted testimony of O'Brien that when the Union met with the employees for a vote on the contract and ultimately a strike vote, that they met in the Respondent's office without the presence of management representatives which is indicative of a rather liberal right of access accorded employees to the office. As I have recommended the dismissal of the unit packing allegation, I find that there was no evidence of any effort to pack the unit in order to remove the Union as collective-bargaining representative. With the exception of the isolated instances of the unlawful interrogation of Sparks during his interview and the removal of the picket signs by Proetz, there were no other unfair labor practices committed as I have recommended the dismissal of the unit packing allegation. Thus although I have found two instances of violations of the Act in this case, I find that they were isolated events and that they did not contribute in any manner to the circulation of the petition. Under these circumstances, I shall recommend the dismissal of this allegation also.

I find that in this case the Respondent had a reasonable doubt of the Union's majority based on the petition and the

addendum thereto which was thus based on objective considerations and that the unfair labor practices found herein were not of such a character as to either affect the Union's status, cause employee disaffection, or improperly affect the bargaining relationship, itself. *Guerdon Industries*, 218 NLRB 658, 661 (1975); see also *Sullivan Industries v. NLRB*, 957 F.2d 890, 897-899. (D.C. Cir. 1992).

CONCLUSIONS OF LAW

1. Slapco, Inc., d/b/a St. Louis Auto Parts Co. is an employer within the meaning of Section 2(6) and (7) of the Act.

2. Automotive, Petroleum and Allied Industries Employees Union, Local 618 affiliated with the International Brotherhood of Teamsters, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) of the Act by its interrogation of then applicant for employment David Sparks concerning his union sympathies and whether he would be willing to cross a picket line in the event that Respondent's employees went on strike.

4. Respondent violated Section 8(a)(1) of the Act by removing union picket signs in support of its employees strike and causing them to be removed from public property.

5. Respondent did not engage in unlawful hiring of employees in order to pack the unit to remove the Union as exclusive collective-bargaining agent of its employees.

6. Respondent did not violate the Act by its withdrawal of recognition and refusal to bargain with the Union based on petitions gathered indicating a lack of support for the Union by a majority of its employees.

7. The aforesaid unfair labor practices, as found herein in conjunction with the status of the employer as found above, constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated the Act, it shall be ordered to cease and desist therefrom and to take certain affirmative action, including the posting of an appropriate notice designed to effectuate the policies and purposes of the Act and the mailing of a copy thereof to each of the striking employees at their home address.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³

ORDER

The Respondent, Slapco, Inc., d/b/a St. Louis Auto Parts Co., St. Louis, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interrogating job applicants concerning their union sympathies and whether they will cross a picket line to work in case of a strike by Respondent's employees.

(b) Removing or causing to be removed union picket signs of its striking employees placed on public property.

³If 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.

(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 necessary to effectuate the policies of the Act.

(a) Post at its place of business at St. Louis, Missouri, the attached notice marked "Appendix"⁴ and mail a copy of said notice to each of the employees who went on strike in May 1993. Copies of the notice, on forms provided by the Regional Director for Region 14, 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. A copy of the notice shall be mailed to each of the striking employees at their home address.

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

The complaint is otherwise dismissed with respect to all other alleged violations not specifically found.

⁴If 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 THE 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 and protection

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

WE WILL NOT interrogate applicants for employment concerning their union sympathies or whether they will cross a picket line and work in the event of a strike by our employees.

WE WILL NOT remove or cause to be removed union picket signs in support of a strike by our employees which are placed on public property.

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 mail a copy of this notice to each of our employees who went on strike in May 1993 at their home addresses.

Our employees have the right to join and support Automotive, Petroleum and Allied Industries Employees Union, Local 618 affiliated with the International Brotherhood of Teamsters, AFL-CIO or to refrain from doing so.

SLAPCO, INC., D/B/A ST. LOUIS AUTO PARTS CO.