

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

TMC CONTRACTORS, INC.

and

Case 13-CA-40398

CEMENT MASONS' ROCK ASPHALT
AND COMPOSITION FLOOR FINISHERS'
LOCAL UNION 502, AFL-CIO

*Hyeyoung Bang-Thompson, Esq., and Richard
Andrews, Esq., for the General Counsel.
Jerry Peteet, Esq., of Gary, Indiana, for the Respondent.
Rachel Marrello, Esq., of Chicago, Illinois, for the
Charging Party.*

DECISION

STATEMENT OF THE CASE

MARK D. RUBIN, Administrative Law Judge. This case was tried in Chicago, Illinois, on December 18, 2003, based on a charge filed on August 6, 2002, by Cement Masons' Rock Asphalt and Composition Floor Finishers' Local Union 502, AFL-CIO (Charging Party or Union) against TMC Contractors, Inc. (the Respondent).

The Regional Director's complaint, dated October 30, 2002, alleges that the Respondent violated Section 8(a)(1) and (3) of the Act by discharging its employee, Timothy D. Timmons (Timmons), by coercively interrogating employees about whether they had signed union cards, and threatening employees with loss of employment because they had signed union cards. The Respondent denies that it discharged Timmons in violation of Section 8(a)(3), and at hearing contended that it had not even, in fact, discharged Timmons.

On March 5, 2003, counsel for the General Counsel filed a Motion for Summary Judgment, alleging that the Respondent had failed to properly and timely answer the complaint. On June 30, 2003, the Board issued a Decision and Order on the motion, reported at 339 NLRB No. 60 (2003), in which it, in essence, granted summary judgment as to the complaint allegations in respect to coercive interrogation and threats but denied summary judgment as to the discharge allegation. In its Decision, the Board found that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act. Further, in that decision, the Board found that the Respondent violated Section 8(a)(1) of the Act about May, 2002, when its "Superintendent/Supervisor David Long, at a jobsite located at the Wendell Phillips High School in Chicago, Illinois, interrogated employees about whether they signed union cards, and threatened employees with loss of employment because they signed union cards." *Id.* slip op. at 2. Finally, the Board ordered that a hearing be conducted before an

administrative law judge as to the allegation that the Respondent discharged Timothy Timmons because he engaged in protected activity.

5 The sole issue presented is, thus, whether the Respondent discharged Timmons because he engaged in protected activity.

10 At the trial, the parties were afforded a full opportunity to examine and to cross-examine witnesses, to adduce competent, relevant, and material evidence, to argue their positions orally, and to file post-trial briefs. The parties engaged in oral argument and filed post-trial briefs. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs of the Respondent and the General Counsel, I make the following

Findings of Fact

15 I. Jurisdiction

20 In its decision, the Board found that at all material times the Respondent, a corporation with an office and place of business in Chicago, Illinois, has been engaged as a contractor in the building and cement construction industry and that during the 12-month period preceding the issuance of the complaint, in conducting its business operations, had purchased and received at its Chicago, Illinois facility goods valued in excess of \$50,000 directly from points located outside the State of Illinois. Thus, the Board found that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

25 II. The Alleged Unfair Labor Practice

30 The Respondent, essentially owned by Kevin Thomas (Thomas), is party to a collective-bargaining agreement with the Union and utilizes the Union's hiring hall when it needs additional employees during the course of the year. Thomas is also employed full-time as a firefighter by the City of Gary, Indiana, and, thus, Superintendent David Long (Long) is the Respondent's only full-time supervisor on its jobsites. In March 2002, Thomas and Long visited a Chicago church involved in "Project Pride," which Long described as a "pre-apprenticeship program where you train people and prepare them to enter into the Union force." Thomas and Long interviewed Timmons, and offered him a job. According to Long, Timmons was hired for "general work," but there was no formal job title.

40 According to Thomas, the Respondent hired Timmons at the wage rate of \$10 per hour. According to Timmons, based on his understanding of the interview discussion with Long and Thomas, Timmons expected that within the first 2 weeks of employment with the Respondent he would join the Union and be paid the union apprentice scale of \$22.40 per hour. Timmons testified that in order to qualify for the union scale, the Union required that an employer provide the Union with a "sponsor letter." Timmons immediately began work for the Respondent in Chicago at a jobsite located at Wendell Phillips High School (jobsite). Each workday Timmons would receive a phone call from either Thomas or Long between the hours of 7 a.m. and 6 p.m., 45 instructing him as to what time to report for work. According to the uncontradicted testimony of Timmons, if he received a call from Thomas or Long he went to work, and if he received no call he did not report to work.

50 Upon receiving his first paycheck from the Respondent, Timmons noted that the check was based on \$10 per hour rather than union scale, and that it did not reflect all the hours that Timmons believed he worked. Timmons complained to Long about the pay rate and the hours.

Long responded that the hours were probably an honest mistake and that as far as the union apprenticeship program, "it would be a two to three year wait."

5 After receiving his second paycheck, Timmons again complained to Long that his check was short hours and he was still missing hours from his first check. Long again responded that it was an honest mistake. This time Timmons also complained to Thomas about both the short hours and the union apprenticeship program. As to the missing hours, Thomas responded that because the Respondent was small, Thomas needed to keep the "company moving" by "getting hours from our checks."¹ Thomas also told Timmons that the union apprenticeship program would require a 2- to 3-year wait. Timmons called Project Pride school officials with respect to his problems with the Respondent and was told that he should try to "stick it out" and they would try to place him elsewhere.

15 In May 2002, about 2 months after Timmons began working for the Respondent, a Laborers' union business agent² appeared on the jobsite, observed Timmons with a drill in his hand, and asked to see his union card. When Timmons could not produce a union card, the business agent asked him to put down the drill and go home. The business agent and Long then engaged in a conversation a few feet from Timmons, a conversation overheard by Timmons. The business agent told Long that either Timmons immediately signed up for the Laborers' Union or "everyone goes home." Long responded that if Timmons signed up with the business agent, he would be fired. Timmons also heard Long tell the business agent that it was Timmons' first day on the job and the first time in his life he had used the drill. After speaking to the business agent, Timmons signed a Laborers' Union application card. Later, Long asked Timmons if he had signed a card with the Laborers. Timmons responded in the affirmative. 25 Long then told Timmons that he would "probably be out of a job."³ Long then told Timmons to go home "and wait and see if Kevin called me back." Timmons then left the job along with the Respondent's other employees, and the job was shut down for the rest of the day.

30 After returning home from the jobsite, Timmons received a telephone call from Thomas inquiring as to what happened at the jobsite. Timmons told Thomas of the events set forth above, including that he signed a card for the Laborers. Thomas responded that Timmons "didn't do a good thing by signing with the Laborers' Union." Thomas also told Timmons that he was going to put Timmons into the Union's (Charging Party's) apprentice program. Thomas followed up in early May 2002 by giving Timmons a sponsor letter and a check for the sponsor fee of about \$400, and telling Timmons to take the letter and check to the Union and get his union cards. Timmons took the letter and check to the Union and enrolled in the apprenticeship program.

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¹ As to conflicts in the testimony, I have credited Timmons over either Long or Thomas. Although not articulate, Timmons impressed me as a credible witness, being thoughtful and forthright in his answers. Conversely, Long and Thomas were sometimes hesitant in their testimony, and Long frequently glanced at the Respondent's counsel while being questioned on 45 cross-examination, as if seeking help. Thomas, on one occasion, testified as to the absolute certainty of his answer, only to backtrack upon being shown an earlier affidavit in which he had testified to the contrary.

² Unidentified in the record.

50 ³ In its decision herein, the Board found these comments by Long to be coercive interrogation and threat of loss of employment because of signing of a union card, in violation of Sec. 8(a)(1).

Enrolling in the union apprenticeship program, however, did not end the dispute between Timmons and the Respondent as to his pay. Although the Respondent raised Timmons' pay from \$10 per hour to \$21 per hour, Timmons testified that the correct union scale for an apprentice should have been \$22.40 per hour.⁴ After receiving his first paycheck as a union apprentice, Timmons called Thomas and complained that he was not receiving the proper union scale and that he was still being shorted on his hours. Thomas responded that Timmons should be thankful he had a job and that it was not minimum wage.

In early June 2002, while working for the Respondent at a McDonald's Restaurant jobsite in Chicago, Timmons had discussions concerning his wage and hour problems with fellow employee James Wheatley, a journeyman cement finisher and member of the Union. Wheatley told Timmons that he would call a union business agent to the site and Timmons could tell him about his wage and hour problems. Thus, about June 11, 2002, the day before Timmons final day of employment with the Respondent, Union Business Agent Tom Gauff⁵ visited the McDonald's job and spoke with Timmons while Timmons was working in the concrete. Long was also working in the concrete, about 2 feet from Timmons, and, according to Timmons, watching the conversation between Timmons and Gauff. Timmons told Gauff that his pay rate was incorrect and that hours were being taken out of his check "unwillingly." Gauff instructed Timmons to bring his paychecks to work with him the following day and told him that he could leave work right then if he wanted to.

After Gauff left the jobsite, Long yelled to Timmons that he didn't do a good thing by talking to the Union and that "we'd probably all lose our jobs and the company would probably be audited because I told them this stuff." Timmons told Long that he would stay at work if Long needed him. Long replied that Timmons should just go home, find his paychecks, and bring them in the next day. Timmons left the jobsite at about 12:45 p.m.

The following day Timmons arrived at the McDonald's jobsite at about 7 a.m., planning to meet Business Agent Gauff at about 8 a.m. Long arrived at the jobsite at about 7:45 a.m. and told Timmons not to begin working until Gauff arrived. When Gauff did not appear at the jobsite, Timmons called the union offices at about 8:30 a.m. and was informed that, due to a family emergency, Gauff would not be traveling to the jobsite. Timmons then told Long that Gauff would not be coming to the jobsite and Long asked Timmons if he had called Thomas the previous day (to report Gauff's visit). When Timmons responded that he had not called Thomas, Long told Timmons that he should have called Thomas as a "common courtesy," and that he should go home and "call him right now."

At Long's instruction, Timmons left the jobsite, walked about 4 blocks to his home and called Thomas at about 9:30 a.m. Thomas asked Timmons what had happened at the jobsite the previous day. Timmons told Thomas of Business Agent Gauff's visit to the jobsite, that Timmons told Gauff of the problems Timmons was having with his paycheck, including short hours and the pay rate, problems which Timmons told Thomas that fellow employee Wheatley had previously reported to Gauff on behalf of Timmons. According to Timmons, Thomas responded by yelling on the phone that "it wasn't James [Wheatley's] company and that he had to be fired and he'd lose his job from calling in the first place." Thomas also told Timmons that he would lose his job because he talked to the Union and that Thomas would find "somebody else that would do what he says [to] do and not talk to the Union." Thomas also told Timmons

⁴ No other evidence was introduced as to the appropriate union scale.

⁵ Gauff was not called as a witness.

that when Thomas was an apprentice the Union didn't find him a job and that it wouldn't find Timmons a job either, so he was out of a job, and that "this will be your last day."

5 About 5 minutes after the Timmons-Thomas phone call ended, Thomas called Timmons back. According to Timmons:

When he called back he told me to come back, he asked to come back to the job site cause it was three blocks from my home. They were behind schedule on the job they were doing. And he asked to come back up there and help finish off the last day.

10 Further, the Respondent had wet concrete on the jobsite which required timely pouring and finishing. Timmons testified that he needed the money because he was about to become a father, and so he decided to accept Thomas's offer to return to work to finish out that day.

15 When Timmons reported back to the jobsite about 10:15 a.m., Thomas had already arrived. Timmons asked Thomas what he should do. Thomas told him to work in the concrete next to Long. Thomas asked Long what he wanted Timmons to do. According to Timmons, Long started yelling at Timmons, told Timmons to leave him alone, and to get away from him.⁶ Timmons then walked back to Thomas, told him what Long had told him and "I just went to go
20 back home." Thomas told Timmons that he had "wasted this time coming back out there and to give everybody their tools back and go home." Timmons then "gave them all their tools back and went home." Timmons testified that there were tools he utilized which belonged to other employees, but which he was allowed to keep in his possession on a day-to-day basis. Timmons has not worked for the Respondent since leaving the jobsite, and there is no evidence
25 that either Thomas or Long subsequently has called Timmons to report for work at a particular work time, as they had each previous workday.

Leverne Dixon, a laborer employed by the Respondent who worked at the McDonald's jobsite, and called as a witness by the Respondent, testified that he was working at the jobsite
30 on June 12, 2002, and heard Timmons say he "didn't like what was going on in like the environment." Dixon further testified that Timmons "took off and left [the jobsite]" and that he didn't "hear anyone tell him [Timmons] he was fired."

ANALYSIS AND CONCLUSIONS

35 In its brief, and at hearing, the Respondent contended that Charging Party Timmons voluntarily quit his job and was not discharged by the Respondent. Counsel for the General Counsel contends that Timmons was discharged because of his protected activity. I conclude, for the reasons set forth below, that Timmons, in fact, did not resign his employment but was
40 discharged in retaliation for his participation in protected activity.

In deciding whether Timmons quit or was discharged, I have carefully weighed the credited version of the events of June 11 and 12, the motivation of the parties, and the context within which these events occurred. As noted, I have credited Timmons' version of the
45 substantive events herein, over Long and Thomas, including the climactic events of June 11 and 12, 2002. Most significantly, Timmons testified that Thomas told him in a phone call the morning of June 12 that fellow employee Wheatley should be fired because he called the Union

50 ⁶ Timmons and Thomas testified that Timmons actually "got in the mud," and worked, as instructed to do by Thomas. Long, contrary to Thomas and Timmons, denied that Timmons actually worked in the concrete that day. As is set forth above, I credit Timmons.

on Timmons behalf, that Timmons would lose his job because he talked to the Union, that Thomas would find somebody else who would do what he says and not talk to the Union, that Timmons was out of a job, and that “this will be your last day.”

5 On direct examination, Thomas admitted having a conversation with Timmons after Timmons had spoken with Business Agent Gauff on June 11, and that the conversation included union-related issues. Nevertheless, Thomas did not testify as to the specifics of the conversation with Timmons, including neither specifically denying nor admitting the quotes attributed to him by Timmons, above. Thomas only generally denied that he ever had any
10 heated conversations with Timmons during which Thomas terminated his employment, that he had fired Timmons “on any occasion,” or that he dismissed him or sent him away permanently from a jobsite. Consistent with my general crediting of Timmons’ testimony, I conclude that Timmons’ testimony cited above was accurate and that, in fact, on June 12, Thomas told
15 Timmons that this would be his final day of employment with the Respondent. Thus, Timmons did not quit; he was fired.

 The Respondent argues that even if Thomas discharged Timmons, he called back and reinstated Timmons a few minutes later. As noted above, Timmons testified that Thomas telephoned him after their first phone conversation on June 12 and asked Timmons to report to
20 the jobsite (located within blocks of Timmons’ residence) and work his last day, because the Respondent was behind schedule on the job. Timmons credibly testified that he agreed to Thomas’ request because he needed the money, as he was about to become a father. Again, Thomas was not asked about the specifics of this conversation, although he did admit on cross-examination that on the morning of June 12 he called Timmons and told him to bring his tools
25 and come to work. But Thomas was not asked, and did not deny, that he asked Timmons to work his “last day.”

 Nevertheless, the record contains evidence, and I find, that on June 12, the Respondent had wet concrete ready on the jobsite and that absent timely completion of the job, the
30 Respondent faced substantial financial losses. Thus, it is logical that the Respondent would have asked Timmons, who lived a few blocks from the job site, to work that day even though it had fired him earlier, and it is logical that Timmons, about to become a father and without a job, would accept this final day’s work and pay even though he had been discharged a few minutes earlier.

35 As to motive, counsel for the General Counsel maintains, of course, that the motive for the alleged discharge was retaliation for protected activity, an issue I will consider infra. The Respondent argues that Timmons quit, but presents no real motive why Timmons, without other employment or significant work skills, and about to become a father, would quit a job paying a
40 wage undoubtedly significantly greater than any other possibility available to him. The Respondent, in its brief, apparently argues that Timmons quit because Long “was stern with Mr. Timmons due to his work ethic and not anything personal.” Timmons denies that he quit, and the Respondent’s argument that he quit because Long was stern with him defies logic.

45 Accordingly, I conclude that the Respondent did not reinstate Timmons to his job but simply requested that he work his last day of employment, and Timmons agreed. The testimony of laborer Leverne Dixon, even if credited, that on June 12 at the jobsite he heard Timmons say that he “didn’t like what was going on in the environment,” that Timmons “took off and left,” and that Dixon did not hear anyone tell Timmons he was fired, while to a degree supportive of the
50 Respondent’s argument, does not really contradict counsel for the General Counsel’s case. Thus, counsel for the General Counsel does not contend that any official of the Respondent told Timmons at the jobsite that he was fired, and all parties agreed that Timmons left the jobsite

early. If, in fact, Timmons said that he did not like the environment, this would not be inconsistent with Timmons' testimony as to Thomas ordering him to work next to Long and then Long telling him to "get away." Dixon's testimony was, therefore, not dispositive of the basis of Timmons having departed the employment of the Respondent.

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Having concluded that Timmons was discharged, was not permanently reinstated, and did not voluntarily quit, I reach the issue of whether the Respondent discharged Timmons in retaliation for protected activity, under the Board's analysis in *Wright Line*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982). Under *Wright Line*, to demonstrate a violation under Section 8(a)(3), the General Counsel is required to show by a preponderance of the evidence that animus against protected conduct was a motivating factor in the employer's actions. Once this showing has been made, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct. To sustain the initial burden, counsel for the General Counsel must show: (1) that the employee was engaged in protected activity, (2) that the employer was aware of the activity, and (3) that the activity was a substantial or motivating reason for the employer's action. Motive may be demonstrated by circumstantial evidence as well as direct evidence and is a factual issue which the expertise of the Board is peculiarly suited to determine. *Naomi Knitting Plant*, 328 NLRB 1279 (1999).

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I conclude that, in fact, counsel for the General Counsel has met the initial burden and that the Respondent has not met its resultant burden of demonstrating that it would have discharged Timmons, even absent his protected conduct. Thus, the record is replete with evidence that Timmons repeatedly engaged in protected activity, including his conversations with Long and Thomas expressing concern over his wage and whether it complied with the Union's collective-bargaining agreement, his conversation with fellow-employee Wheatley concerning his wage and hour problem, and his discussion with and complaint to Business Agent Gauff concerning his pay and hours, just the day before Timmons was discharged. The Respondent was clearly aware of Timmons' June 11, 2002 protected activity, as Long admitted overheard Gauff's conversation with Timmons and, specifically, Gauff's suggestion to Timmons that he go home.

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Further, the overwhelming record evidence demonstrates that the Respondent and, specifically, Thomas and Long were unhappy with Timmons for seeking the assistance of the Union in respect to his wage and hour problems. As is set forth, above, Thomas, on June 12, told Timmons that he would lose his job because he talked to the Union and that Thomas would find "somebody else that would do what he says [to] do and not talk to the Union." Long told Timmons that he didn't do a good thing talking to the Union (Gauff), and that "we'd probably all lose our jobs."

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In its brief, the Respondent argues that it is not an antiunion employer and points to collective-bargaining relationships it maintains with unions.⁷ I also note that the Respondent had earlier sponsored Timmons' admission into the Union's apprenticeship program. Here, however, whatever the Respondent's general feelings are about unions, it is clear that Thomas and Long had lost patience with Timmons and his propensity to exercise his Section 7 rights by

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⁷ Although, as noted above, in its decision on the Motion for Summary Judgment, the Board found the Respondent had engaged in violative conduct associated with antiunion animus, even absent the animus inherent in such conduct, the evidence set forth above, demonstrates both Thomas and Long harbored antiunion animus, at least in respect to Timmons' contacts with unions.

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complaining to unions and fellow-employees about his perceived or actual problems with his wage rate and hours. That Timmons' complaints continued, even after the Respondent had sponsored his participation in the Union's apprenticeship program and more than doubled his wages pursuant to the program, clearly exasperated Thomas and Long. Nevertheless,
 5 Timmons' continued complaints to the Union and fellow-employees that even the increased wage fell short of the Union collective-bargaining agreement is protected activity, and there is no evidence that the Respondent would have discharged Timmons absent such activity.

CONCLUSIONS OF LAW

10 1. TMC Contractors, Inc., the Respondent, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

15 2. Cement Masons' Rock Asphalt and Composition Floor Finishers' Local Union 502 AFL-CIO, the Union, is a labor organization within the meaning of Section 2(5) of the Act.

3. By discharging Timothy Timmons because of his protected concerted union activities, the Respondent violated Section 8(a)(1) and (3) of the Act.

20 4. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended⁸

ORDER

The Respondent, TMC Contractors, Inc., Chicago, Illinois, its officers, agents, successors, and assigns, shall

30 1. Cease and desist from

(a) Discharging or otherwise discriminating against employees because they engage in protected concerted or union activities, or to discourage employees from engaging in such activities.
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(b) 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.

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

(a) Within 14 days from the date of this Order, offer Timothy Timmons full and immediate reinstatement to his former job or, if such job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed.
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⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the Board shall, as provided in Sec. 102.48 of the Rules, adopt the findings, conclusions, and recommended Order and all objections to them shall be deemed waived for all purposes.
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(b) Make Timothy Timmons whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

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(c) Within 14 days from the date of this Order, remove from its files any references to the discharge of Timothy Timmons and, within 3 days thereafter, notify Timmons in writing that this has been done and that the unlawful conduct will not be used against him in any way.

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(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

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(e) Within 14 days after service by the Region, post at its facility in Chicago, Illinois, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 1, 2002.

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(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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Dated, Washington, D.C.

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Mark D. Rubin
Administrative Law Judge

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⁹ 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."

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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 Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT discharge or otherwise discriminate against you because you engage in protected concerted or union activities, or to discourage you from engaging in such activities.

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

WE WILL, within 14 days from the date of this Order, offer Timothy Timmons full and immediate reinstatement to his former job or, if such job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed.

WE WILL make Timothy Timmons whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest.

WE WILL, within 14 days from the date of this Order, remove from our files any references to the unlawful discharge of Timothy Timmons and, within 3 days thereafter, notify Timmons in writing that this has been done and that the unlawful conduct will not be used against him in any way.

TMC CONTRACTORS, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

200 West Adams Street, Suite 800, Chicago, IL 60606-5208
(312) 353-7570, Hours: 8:30 a.m. to 5 p.m.

JD-29-04
Chicago, IL

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (312) 353-7170.