

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

TRADESMEN INTERNATIONAL, INC.

and

CASE 12-CA-22630

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION,
LOCAL NO.15

Karen M. Thornton, Esq.,

for the General Counsel

Vincent T. Norwillo, Esq.,

for the Company.

George Bayer, Business Agent,

for the Union.¹

BENCH DECISION

Statement of the Case

WILLIAM N. CATES, Administrative Law Judge. This case involves the alleged wrongful refusal, on or about July 22, 2002, to hire and/or refer for work Timothy D. Boggs. At the close of trial in Orlando, Florida, on July 8, 2003, and after hearing closing arguments by counsel, I issued a Bench Decision pursuant to Section 102.35(a)(10) of the National Labor Relations Board's (Board) Rules and Regulations setting forth findings of fact and conclusions of law.

For the reasons, specifically including credibility determinations, stated by me on the record at the close of the trial, I found Tradesmen International, Inc. (Company) did not refuse to hire and/or refer Sheet Metal Workers' International Association Local No. 15 (Union) Organizer Boggs for employment on or about July 22, 2002. The credited testimony and related evidence established the Company, on or about that date, hired Union Organizer Boggs and referred him for employment with a contractor, Foley and Associates, Inc., at the Fountains Condominiums in New Smyrna Beach, Florida. The evidence established Organizer Boggs never at any time thereafter reported for work even though he was given an exact date and location to report for work as well as a contact person and telephone number at the work site. Boggs was subsequently terminated

¹ Joseph Egan, Jr., Esq., entered a limited appearance for the Union on a Motion to Revoke a Subpoena Duces Tecum

pursuant to the Company's work rules for failing, after two days, to report for work. I dismissed the complaint in its entirety.

I certify the accuracy of the portion of the transcript, as corrected,² pages 292 to 312 containing my Bench Decision, and I attach a copy of that portion of the transcript, as corrected, as "Appendix A."

Conclusions of Law

The Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and has not violated the Act in any manner alleged in the complaint.

ORDER³

The complaint is dismissed in its entirety.

Dated, Washington, D.C.

William N. Cates
Associate Chief Judge

² I have corrected the transcript pages containing my Bench Decision and the corrections are as reflected in attached Appendix B.

³ 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.

JD(ATL)—49—03
ORLANDO, FL

This is my decision in Tradesmen International, Inc.,

herein Company, in Case 12-CA-22630.

First, I wish to thank Counsel for their presentation of the evidence. If you think back over the trial, I asked few questions in this proceeding. That is a good reflection on Counsel, that they have developed the evidence in a manner that is complete and from which I can make a decision.

May I also state that it has been a pleasure to be in Orlando, Florida.

This is an Unfair Labor Practice case prosecuted by the National Labor Relation Board's, herein Board, General Counsel, herein Government Counsel, acting through the Regional Director for Region 12 of the Board following an investigation by Region 12's staff.

The Regional Director for Region 12 of the Board issued a Complaint and Notice of Hearing, herein Complaint, on February 27, 2003 against the Company based upon an Unfair Labor Practice charge in Case 12-CA-22630 filed on November 15, 2002, by Sheet Metal Workers' International Association, Local Number 15, herein union, or Charging Party.

The specific contested Complaint allegations are that the Company, on or about July 22, 2002, failed and refused to hire and/or refer Timothy D. Boggs, herein Boggs, a qualified sheet metal mechanic, for work because Boggs joined and assisted the union and engaged in concerted activities and to discourage employees from engaging in these activities. It is alleged the

Company's actions, as I have just outlined, violate Section 8(a)(3) and (1) of the Act. The Company, in its answer and at trial, denies having violated the Act in any manner alleged in the Complaint. Certain facts are admitted, stipulated or undisputed. It is essential that certain of those facts, such as jurisdictional information, be set forth at this point, which I shall now do.

It is admitted that the Company is an Ohio corporation with an office and place of business located in Orlando, Florida, where it has been and is in the business of construction labor leasing of skilled laborers. During the 12 months preceding the issuance of the Complaint herein, a representative period, the Company provided services valued in excess of \$50,000 directly to customers located outside the State of Florida and during that same time period, purchased and received at its Orlando, Florida facility, services or materials valued in excess of \$50,000 directly from points located outside the State of Florida. The evidence established, the parties admit and I find the Company as an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

The parties admit and I find the union is a labor organization within the meaning of Section 2(5) of the Act. The parties admit and I find that Company General Manager Tom Craig, herein General Manager Craig, and Company recruiter Steven A. Vary, herein Company Recruiter Vary or Recruiter Vary are

supervisors and agents of the Company within the meaning of Section 2(11) and 2(13) of the Act.

The contested testimony in this case is primarily between the testimony of Boggs and Company Recruiter Vary. I shall set forth the highlights of both witnesses testimony and then I will proceed to make credibility determinations, speak to the credited facts that I rely on and then apply those facts as I have found to be the accurate ones to the applicable law.

Boggs testified he is a union sheet metal worker with approximately nine years work experience. Boggs stated he has completed three years of college and a four-year apprentice program with the union. Boggs is a union member and was an employee of the union herein from September 8, 2001 until February 28, 2003. While employed by the union as an organizer, he ran all organizing programs for the union. During his tenure as a union organizer, he brought one new employer into the organized ranks.

During the summer of 2002, the Company ran various advertisements in the Orlando Sentinel, a newspaper serving greater Orlando, Florida and surrounding area, for skilled workers. One such advertisement ran on approximately July 2, 2002 in which the Company sought duct mechanics with three years of experience that also possessed a driver's license and had transportation available to them. The advertisement provided a telephone number for those interested.

Boggs testified that on July 18, 2002 he saw the Company's advertisement for duct mechanics and telephoned the number provided. Boggs testified the number turned out to be a fax number so he prepared a short resume which he sent to the union's Tampa office for them to fax to the Company.

Boggs assumed his resume was faxed by the Tampa office of the union to the Company, although he stated he had no proof thereof. Boggs said he did not send the fax from his assigned union office because the union's name appeared on any fax sent from his office. The fax Boggs asserts was sent is dated July 19, 2002 and reads as follows: "I am responding to the ad in Thursday's Orlando Sentinel hiring duct mechanics with a \$200 sign-on bonus. I have ten years of experience in the sheet metal industry. Currently, I am self-employed. I have experience in all aspects of sheet metal and looking to secure long-term employment with an established contractor. I would like the opportunity to put in an application. I have tried to call the number posted in the ad and all I get is a fax machine. So I am faxing this in response. You can reach me at (407) 948-0026 at any time. Thank you for your time. Tim Boggs."

Boggs testified he received a telephone call from a Company representative named Henry who advised him some long-term work was available at a Disney World location for a contractor named Ferran.

Boggs went to the Company's office on July 22 wearing a

union hat, shirt and union emblems. A Company secretary gave him an application to fill out, which he did. Boggs stated he had left a previous job in September 2001, with Lapin Sheet Metal Company to become a union organizer. Boggs also listed on his application certain other references to the union. After about 30 minutes, Company Recruiter Vary took Boggs to Vary's office, according to Boggs. On his employment application, Boggs provided the union's number as his home number and the union's address as his home address. Boggs asserts the cell phone number he provided on his application was his personal cell phone.

Boggs testified he was given a written but no verbal test. According to Boggs, Company Recruiter Vary told him he would look over his application and test and would telephone him. According to Boggs, he did not fill out any papers such as W-2 forms, safety orientation certificates, time or attendance cards and specifically testified he was not offered a job on July 22, 2002.

Boggs testified that after he left the Company's office on July 22, 2002 he telephoned his union office and learned, at that time, that sheet metal worker Tom Vaughn had just been laid off from a job that morning. Boggs testified he obtained Vaughn's telephone number and instructed Vaughn to call the Company about a job as a duct mechanic. Boggs stated he spoke again later with Vaughn and Vaughn told him that he, Vaughn, had

an appointment with the Company for an interview at 4:00 p.m. that afternoon. Boggs said he learned thereafter that Vaughn had been hired that day for the Disney World opening with contractor Ferran. Boggs stated Vaughn was not going to be able, however, to take the job because he, Vaughn, had a family emergency in New York. Vaughn made no mention of any union sympathies on his employment application.

Boggs testified he telephoned the Company to check on his application on July 23, 2002 and was told by Vary that he was still waiting to hear from the contractor. Boggs testified Company Recruiter Vary telephoned him on July 23, 2002 to ascertain if he, Boggs, could do duct board work. Boggs said he could, that a duct mechanic could do both metal and fiber board ventilation work. According to Boggs, Company Recruiter Vary told him there would be a job in New Smyrna Beach, Florida if Boggs was not opposed to travel. Boggs testified he told Vary, if that's all the Company had, he would take it. Boggs testified he was told to show up at the Company on July 24, 2002 at 8:00 a.m. to do an employee orientation packet containing various job-related paper forms. Boggs testified he showed up at 8:00 a.m. where he executed a W-4 form and I-9 form, read the Company's post-accident, drug and alcohol policies as well as signed for an employee handbook and the Company's safety mission as well as a drug/alcohol testing consent form.

Boggs testified he was not given any referral or job on

July 24, 2002. Boggs asserts he was told a roofer/welder position would be coming up in a few days and that was the job he was actually applying for. Boggs testified he was told the New Smyrna Beach job had been filled.

Boggs testified he never at any time threatened to sue the Company or that he had placed Vaughn on the Disney job to prove to the Company that he could place a plant in their employment.

Boggs testified he called the Company on July 26, 2002 to check on his job status but that the Company never thereafter telephoned him. Boggs testified his next contact with the Company was when he hand-delivered to the Company a copy of the underlying charge herein on or about November 15, 2002.

Boggs specifically denied being late for his July 22, 2002 interview. Boggs likewise specifically denied he was offered the New Smyrna Beach job on July 22 or 23 and specifically states he was on time for his July 24, 2002 meeting with the Company.

Boggs stated he told Company Recruiter Vary on July 23, 2002 that Vaughn was a union sheet metal worker but would not be able to take the Disney World located job with contractor Ferran and advised Vary that position should then be vacant.

Current Coleman Goodemote Construction Project Manager Louis Leorza testified he was Project Superintendent at the Fountains Condominium construction project in New Smyrna Beach, Florida in the summer of 2002. Leorza testified Foley &

Associates was a general contractor on the project and that all trades on the project got a little behind in their schedules and workers were needed in various crafts, including heating, ventilation, air conditioning, sheet metal workers.

Leorza testified he contacted the Company herein about sheet metal workers for duct work and the Company supplied one employee, namely Ted Warrington and one other employee for a day or two. Leorza testified he continued to need sheet metal workers but was not to his knowledge supplied any additional ones by the Company herein during the summer of 2002. Leorza denied ever telling the Company herein that he would never use them again or recommend them again because they had been unsatisfactory in supplying workers to that site. Leorza denied canceling any work order for additional workers.

According to Leorza, some welding work was involved in the heating, ventilating, air conditioning work at the New Smyrna Beach site at The Fountains and some of the welding work on refrigerated lines in the walls would need to go all the way to the roof where the air conditioning compressors were located.

Company Recruiter Vary testified he has 15 years work experience, is a former union member and has seven years hiring experience for skilled workers. Vary commenced work for the Company herein as a recruiter on June 23, 2002.

Vary testified that as a recruiter for the Company herein he had authority to hire or decline to hire applicants as he saw

fit without review.

Recruiter Vary testified Boggs telephoned him at 7:35 a.m. on July 22, 2002 about employment. Vary testified he had never heard of Boggs prior to that time and no one mentioned Boggs to him prior to that time. Boggs told Vary that he was in the immediate area and Vary scheduled an appointment for Boggs at 8:00 a.m. that date, July 22, 2002. Company Recruiter Vary testified Boggs did not show until 10:05 a.m. Vary stated that caused him to view Boggs as unreliable.

Vary testified Boggs was boisterous and arrogant during the interview and even leaned on Vary's desk. Vary testified Boggs said he was an organizer for the union and was going to organize men on the job. Vary testified Boggs said he had ten years work experience and was a union-trained sheet metal worker and that he had all the tools needed for the job.

Vary testified he gave Boggs, as he did all applicants, an oral examination on his skills and allowed Boggs to rate himself on a number of skills and training as well as the availability of tools. Vary testified that at the end of Boggs interview, he had summed Boggs up as "arrogant, rude and was late for the interview" and he simply did not like Boggs.

Vary testified the July 22, 2002 interview with Boggs lasted approximately 45 minutes to an hour with Boggs leaving the Company at approximately 11:00 a.m. that morning.

Vary testified that at approximately 11:20 a.m. on July 22,

2002 he received a call from one Thomas Vaughn seeking an employment interview. Vary set up an appointment for Vaughn that same day at 1:30 p.m. According to Vary, Vaughn showed up on time, was very cordial, spoke of his family and was interested in what type of family insurance and benefits the Company could provide. Vary said he was very impressed with Vaughn. Vaughn was given the same skills and knowledge test that Boggs had been given, according to Vary.

Vary testified he considered Vaughn an excellent applicant and offered him a job at the Disney World location for contractor Ferran. Vary had Vaughn fill out an orientation package that included W-4 and I-9 forms, safety mission statements, employee handbook acknowledgment and related documents. Vary testified he decided to hire Vaughn during the interview based on Vaughn's attitude and demeanor. Vary testified he was also impressed with Vaughn's aggressive nature toward his profession, namely he was interested in being and performing work as a skilled sheet metal worker.

Vary testified he had no knowledge of any union affiliation or lack thereof on Vaughn's part. Vary gave Vaughn the location of the job, a contact person, a telephone number and a reporting time.

Vary testified he learned from contractor Ferran that Vaughn never showed for the job. Vary testified that after a referred applicant does not show for work for two consecutive

days, that employee is terminated by the Company.

Company Recruiter Vary explained no payroll records are generated on any such employee because the employee never showed for or performed any work that would generate a time card on which a payroll record could be developed.

Company Recruiter Vary testified that approximately 15 minutes after Vaughn left his, Vary's office, on July 22, 2002, he received a telephone call from Boggs. According to Vary, Boggs wanted to know why he had hired Vaughn for the Disney World located job with contractor Ferran. Vary testified he had not mentioned any job sites to Boggs because if one is told as an applicant where a job is, the applicant can go directly to the employer and be hired directly by the contractor and the Company herein would not make any commission on referring an employee to a contractor.

Company Recruiter Vary told Boggs he had a job with a contractor in New Smyrna Beach, Florida and offered the job to Boggs. According to Vary, Boggs refused the New Smyrna Beach job, which was with Foley & Associates at The Fountains Condominium project in New Smyrna Beach, Florida. Boggs told Vary if he, Vary, did not give him, Boggs, the Disney World located job, he would sue Vary for union bias. Vary testified he offered Boggs the job at New Smyrna Beach the afternoon of July 22, 2002 because he had an opportunity to call one of Boggs listed prior employers after their morning interview and the

employer's representative had given Boggs a favorable recommendation. Vary testified the prior employer that he spoke with was a union employer.

Company Recruiter Vary testified that after he offered Boggs the job at New Smyrna Beach and Boggs turned him down, he told General Manager Craig that Boggs had turned down the job and had threatened to sue him. Vary testified General Manager Craig instructed him to document his actions, thus leading to his creating contemporaneous notes of his interview and other interactions related to Boggs. Vary testified General Manager Craig ordered him to call Boggs and again offer Boggs the job at The Fountains Condo project for Foley & Associates in New Smyrna Beach, Florida. Vary telephoned Boggs on July 23, 2002 and again offered Boggs the New Smyrna Beach job. Boggs again refused the job. According to Vary, General Manager Craig then called Boggs and offered him the job which he, Boggs, accepted. Boggs was then scheduled to fill out his employment package on July 24, 2002, which he did. According to Vary, Boggs was given the location, a phone number and a contact person at Foley & Associates at The Fountains Condo project in New Smyrna Beach, Florida.

Vary testified he learned from the contractor that Boggs never showed up for employment. After two days of not showing for work, the Company herein terminated Boggs.

Vary testified that Boggs told him on July 24, 2002 during

the time he was filling out the paperwork for his employment package that Vaughn was a plant, a union salt, and that he had been such in seeking a position with the Company. Boggs told Vary Vaughn was to demonstrate to Vary how easy he, Boggs, could get a plant inside the Company and that he had instructed Vaughn that if he was given a job not to appear at work. According to Company Recruiter Vary, Boggs bragged he had caused the Tampa office of the Company herein to close.

Company Recruiter Vary acknowledged he did not want to hire Boggs because he didn't like him. That Boggs was trying to get him into trouble and he considered Boggs to be a dirtbag. Vary testified he hired Boggs anyway because Boggs got a favorable recommendation from a previous employer, that the Company needed skilled heating, ventilation, air conditioning, sheet metal workers and that his boss, General Manager Craig, told him to offer Boggs a job a second time. Vary testified he did not discuss other jobs with Boggs and did not offer Boggs the Disney World location job with contractor Ferran because Ferran had canceled the work order with the Company because of the no-show of Vaughn as an employee.

Vary testified Foley & Associates also became disgruntled because of the no-show of Boggs and canceled that work order. An employee, Ted Warrington at Foley & Associates and an employee, Brown at Ferran, continued to work at those contractors after those contractors canceled their work order requests for additional

employees with the Company herein, according to Vary. According to Vary, it was Louis Leorza who canceled the work order request for Foley & Associates.

That essentially is an outline of the factual presentation in this case as it involves the allegations surrounding Boggs. Certain credibility determinations need to be made. I carefully observed the witnesses as they testified. I have utilized that observation in arriving at the facts that I rely on herein. I considered each witness' testimony in relation to other witnesses' testimony and in light of the Exhibits presented herein.

Let me state that if there is any evidence that might seem to contradict the facts I credit and rely on, I have not ignored such evidence but rather have discredited or rejected it as not being reliable or trustworthy. I have considered the entire record in arriving at the facts herein.

Documentation has played a role in deciding between the conflicting versions of events herein to a certain but not controlling degree.

Vary impressed me as a candid, truthful witness testifying favorably for the Company, even after admittedly being fired by the Company, a firing which Vary feels resulted in a lifestyle change for him, a firing which Vary feels was not warranted or justified. Vary feels he was fired because the new manager simply did not like him. I note that Vary appears to have

nothing to gain by his testimony. It also appears he did not use this occasion of testifying to get even with the Company for his firing.

Vary candidly admitted there were certain things in the hiring process he could not explain fully. As to why, for example, he would ask one applicant more questions than another.

I am fully persuaded, after observing Vary testify on two separate days and listening to the tone and inflections of his voice, that he did so truthfully to the best of his ability.

Documentation, such as his contemporaneous notes as well as the employment orientation packages of Boggs and Vaughn, for the greater part, support Vary's version of events.

I was, on the other hand, not impressed with Boggs' testimony. I had a number of credibility problems related to the testimony of Boggs. Some are more important and controlling than others.

First, he contends he had the union's Tampa office, instead of his union office, fax a short resume to the Company.

However, he could not produce any proof such was ever faxed. I note that the parties stipulated the fax number of the Company was called by the union telephone in mid-July.

Second, he listed the union's address as his home address and he listed the union's phone number as his phone number on his application. Boggs denied that certain calls were made to him at that number.

At points in his testimony, Boggs answered more than he was asked. At other times he wanted to have words with clear meaning in the context of this case explained to him. It appeared to me Boggs wanted to testify in a manner that would ensure his best interest without careful regard for the truth or the accuracy of his testimony.

Simply stated, after observing Boggs testify and after listening to certain contradictory testimony from Company Recruiter Vary, I am persuaded Boggs' disputed testimony is untrustworthy and unconvincing. Boggs testified, for example, he was given a written test. The documentation and actual test suggest such would not have been the case because the answers to the test were pre-written on the test form. I am also suspect of Boggs' testimony that he just happened to learn on July 22, 2002 that Vaughn just happened to be out of work that very day and that he sent Vaughn to the Company that day for employment. I am also suspect of Boggs' testimony that as soon as Vaughn got the job he just happened to have some personal, unexplained emergency in New York and would not be able to fulfill his job commitment.

Simply stated, any place that Boggs' testimony is contradicted by Company Recruiter Vary, I credit Vary's version. Looking then at the credited facts, Boggs was offered and first declined on July 22, 2002 a job at New Smyrna Beach, Florida for

Foley and Associates at The Fountains Condo project. Boggs was again offered the job on July the 23rd by General Manager Craig and accepted the job. Boggs then on July the 24th completed the necessary paperwork and was given a contact name, job site location, reporting date and a person to report to. Boggs failed without explanation to appear for two days for that employment and was terminated.

Looking at the facts that I rely on herein, was any animus established? That is, unlawful animus against protected or union activities. I find there was not. Although Company Recruiter Vary candidly testified he did not like Boggs personally, he still hired him. Company Recruiter Vary hired Boggs after getting a favorable recommendation from a union contractor and even after knowing Boggs had left that specific previous employer to take employment as a union organizer with a stated goal of organizing the unorganized and filing Unfair Labor Practice charges against employers. Vary testified, and I credit his testimony, that Boggs' union affiliation played no role in his hiring decision. He did acknowledge he was told to offer Boggs the job again a second time after Boggs had first turned down the job because it was easier to put him on the job than not to. Boggs, in my opinion, brought about his own demise by not reporting for the job that he accepted at the New Smyrna Beach location.

Was Boggs bypassed or somehow treated differently for the

Ferran job at Disney World than was Vaughn who was offered the job? The answer is no. Company Recruiter Vary explained that Vaughn was offered the Disney World location job, among other reasons, because of his Orlando, Florida application address. Company Recruiter Vary explained the address Boggs gave on his application, which was the Union Hall address in Sanford, Florida, was closer to the New Smyrna Beach job location than it was to the Disney World location at the Ferran project. I am not unmindful that Boggs testified the driving time was about the same. Boggs never, however, denied that the distance was greater to the Disney location than to the New Smyrna Beach job.

At the time Boggs was offered and refused the New Smyrna Beach job the first time on July 22, 2002, Vaughn had not missed his reporting dates at contractor Ferran at Disney World. I am fully persuaded Company Recruiter Vary never mentioned or suggested to Boggs he could later be employed on a roofer and welding job. I am persuaded Boggs did not testify truthfully on that point. Notwithstanding the fact that Boggs, for whatever reason, wrote on one of his orientation papers that it was a roofer and welder job he was seeking.

Has the Company violated the Act by its actions herein? I am persuaded applying either the FES analysis or the Wright Line analysis that the Company has not. It appears the Government would apply the FES analysis and the Company, it appears, or at least seems to suggest, that it would apply the Wright Line

analysis. Under either analysis, the Government's case fails.

Among other reasons, there has been no demonstrated or inferred animus under either analysis.

Under FES, the Government must show the Company was hiring. There is no question about that in this case. That the applicant had the experience and training, there is no question in this case. The reason there is no question is the Company was hiring because it hired Boggs and that the applicant had the training because the Company stipulated he had the training. There was no animus demonstrated in any conduct related to Boggs.

Again, if you apply the Wright Line doctrine, there is no question that Boggs engaged in protected activity. That is, he demonstrated his support for the union by wearing a union shirt, hat, and putting on his employment application that he was a union organizer and that he was attempting to organize the unorganized and to file charges. There is no question the Company knew about it because it was on the application. But there is no union animus as a substantial or motivating factor and no causal connection between the Company's actions herein and the offering of and the acceptance by Boggs of a job, and then Boggs' failing to show for his employment.

The Government's Complaint that the Company failed to hire or refer Boggs in mid-July fails for the simple fact that Boggs was hired and offered employment and he never showed.

Accordingly, I shall dismiss the Complaint in its entirety.

I thank you and this case is closed.

(Whereupon, at 5:30 p.m., the hearing in the above-entitled matter was closed.)

APPENDIX B

JD(ATL)—49—03

PAGE(S)	LINE(S)	DELETE	INSERT
292	1-24	all 24 lines	
294	11	during	. During
294	12	. The	, the
295	5	highlight	highlights
295	20		“ ” ” after “arrears”
295	21	at	on
296	5	of union	
296	11		“ “ ” after “follows:”
296	20		“ ” ” after “Boggs.”
298	22	policy	policies
298	23	signing	signed
302	19		“union” after “any”
304	22	he	Boggs
304	24		“herein” after “Company”
305	8	“	“herein” after “Company”
305	23		“an employee,” after “and”
306	4	the	an
306	13	have credited and relied	credit and rely
307	14	problems with credibility	credibility problems
308	5	what he perceived to be in	
308	5	would be	
308	6	testified to	
308	13	be	have been
308	14	written	pre- written
308	16	had	
309	4	the	a
309	5	reporting person.	a person to report to.
309	13	even	
310	6	union Hall’s	Union Hall
310	12	when	
310	14	the	
310	22	FES	FES
310	24	FES	FES
311	4	FES	FES
311	4	Respondent	Company
311	7	Respondent	Company
311	14	was demonstrating	demonstrated
311	14		“a” after wearing”
311	15		“and” after “hat,”

