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Bridgestone/Firestone, Inc. *and* Automotive Chauffeurs, Parts and Garage Employees, Teamsters Local Union 926 a/w International Brotherhood of Teamsters, AFL–CIO. Case 6–CA–30899

August 27, 2001

DECISION AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS LIEBMAN AND TRUESDALE

On July 5, 2000, Administrative Law Judge Paul Bogas issued the attached decision. The General Counsel 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 judge's rulings, findings, and conclusions and to adopt the recommended Order.

We agree with the judge that the Respondent provided only lawful, ministerial aid to employee DelBusse in drafting the decertification petition. DelBusse was a new transferee to the Respondent's Bethel Park store. He had not previously belonged to a union and was under pressure to pay dues to the Charging Party Union. He initiated contact with the Respondent and asked "if there was any way that [he] could get out of being in the union." DelBusse made this inquiry in a context free of coercion.[1] He added that he "was never in a union before" and "figured [he]'d just keep it like that." There is no evidence that the Respondent induced or influenced DelBusse's opposition to the Union or his desire to "get out" of the Union. Further, there is no conclusive evidence that the Respondent induced DelBusse to post the petition.[2] Thus, the General Counsel failed to satisfy his burden to show that the Respondent unlawfully "[d]irected and assisted employees in the preparation and execution of an anti-Union petition," as alleged in the complaint.

Our dissenting colleague notes that DelBusse said only that he wanted to "get out of the Union." She says that DelBusse thereby indicated only a desire to be a nonmember or a desire to be free of paying dues. Accordingly, she argues, Respondent went beyond the request when it construed the request as being a request to be unrepresented by the Union.

We disagree. The judge, after hearing DelBusse testify, found that DelBusse meant that he wanted to be a nonmember *and* to be unrepresented. The judge's finding is reasonable. Although experienced labor lawyers may know about the *General Motors*[3] right to be a nonmember and the right to file a UD petition, it is unrealistic to expect that DelBusse would know of these rights. Similarly, it would be unreasonable to suppose that DelBusse wanted to be represented by the Union. Thus, Respondent reasonably understood that DelBusse wanted to be unrepresented by the Union. Respondent's actions in response were consistent with that understanding and were therefore lawful.

Contrary to our dissenting colleague, and in agreement with the judge, we find that a fair interpretation of DelBusse's request was that he wished to continue in the status that he enjoyed before his transfer to the Bethel Park location, that is, without a union as his representative and without being obligated to pay dues or agency fees. Thus, we agree with the judge that DelBusse's request, although perhaps inartfully worded, can only logically have meant that he wanted to avoid both membership in the Union and representation by the Union. Accordingly, it was not unlawful for the Respondent to respond to DelBusse's request for assistance by giving him written language to give effect to his wishes.

While acknowledging that the Respondent had no affirmative duty to inform DelBusse regarding his obligations toward the Union and the range of options available to provide relief from those obligations, our dissenting colleague faults the Respondent for not doing so. It is not surprising that the Respondent did not so inform DelBusse. In light of the Respondent's reasonable understanding that DelBusse did not want to be represented by the Union, the Respondent would not have seen the need to discuss any other options. In any case, the has never held that an employer has a duty to provide this kind of advice.[4]

[1] This is so, notwithstanding the Respondent's unlawful interrogation of Jason Sparte. That interrogation took place in July or August 1999, at least a month before DelBusse began working at the Bethel Park store. There is no evidence that DelBusse was aware of the interrogation when he inquired about getting out of the Union.

[2] Our colleague recognizes that DelBusse could not remember whether Petros told him to post the petition. Petros, on the other hand, testified without contradiction that she did not give DelBusse any instructions regarding what to do with his petition. Crediting Petros, the judge did not find that Petros instructed DelBusse to post the petition. The General Counsel has not excepted to the judge's credibility resolution or his failure to find that Petros induced the posting of the petition.

[3] *NLRB v. General Motors*, 373 U.S. 734 (1963).

[4] *See Rochester Mfg. Co.,* 323 NLRB 260, 262 (1997) (union duty to explain union membership requirements is based on the duty of fair representation; employers, having no such duty, are not obligated to explain to employees the precise extent of union-security obligation),

Further, and contrary to our dissenting colleague, we do not agree that the circumstances of DelBusse's transfer to Bethel Park somehow undermined his free choice regarding his decision to refrain from supporting the Union. There is no evidence that DelBusse's transfer was conditioned on his sentiments regarding the Union, or that the Respondent ever discussed its views of the Union with DelBusse. DelBusse testified that his choice to get out of the Union was based on his own experience and on his research regarding the level of satisfaction with the Union among the Bethel Park employees. DelBusse's clear and unambiguous testimony does not support a finding that his choice was influenced by anyone's preferences except his own, or that his initiation of the decertification petition was other than voluntary.

The judge properly relied on *Ernst Home Centers*, 308 NLRB 848 (1992), to dismiss the allegation. The dissent seeks to distinguish *Ernst* on the ground that the employee there came up with the idea of a written petition. We recognize that, in the instant case, the Respondent suggested a written petition. However, Respondent was simply responding to DelBusse's query which, as reasonably understood, was about decertifying the union. Respondent had some experience with this matter (at another location) and thus responded to the question.

Our colleague relies on *Pic Way Shoe Mart*, 308 NLRB 84 (1992). The case is clearly different. In that case, the respondent arranged for the employees to meet with a labor relations consultant (selected by respondent), and sent the petitions to the consultant. The consultant then filed the RD petition.

Accordingly, we find that the petition was untainted by the Respondent's ministerial involvement in its drafting, and that the Respondent's reliance on that petition to withdraw recognition from the Union was lawful.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Bridgestone/Firestone, Inc., Bethel Park, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Dated, Washington, D.C. August 27, 2001

Peter J. Hurtgen, Chairman

John C. Truesdale, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

affd. sub nom. *Cecil* v. NLRB, 194 F.3d 1311 (6th Cir. 1999), cert. denied 529 U.S. 1066 (2000).

MEMBER LIEBMAN, dissenting in part.

Contrary to the judge and to my colleagues, I believe that the Respondent's involvement with the employee petition disavowing support for the Union violated Section 8(a)(1) of the Act and that the Respondent's withdrawal of recognition from the Union, in reliance on the tainted petition, violated Section 8(a)(5).

Background

The facts here are straightforward: After learning that he was required to pay union dues, and deciding that he did not wish to become a union member, newly transferred employee Richard DelBusse approached Bethel Park Store Manager Steve Hinkle and asked "if there was any way that I could get out of being in the Union." Hinkle responded that DelBusse would have to speak to Renee Petros, the Respondent's assistant district manager, and put his request in writing. Hinkle then spoke to Petros by phone about DelBusse's inquiry.

The next day, Petros came to the store to discuss the issue with DelBusse. DelBusse was not at work, but he was called to the store to meet Petros. After telling him that she had spoken to Hinkle, Petros asked DelBusse "if he wanted to be in the Union." DelBusse answered that he "was never in a union before" and "figured [he would] just keep it like that." Petros told him that he would have to put his request in writing. After DelBusse asked her what he had to write, Petros gave him a piece of paper, attempted to dictate language, and (when that effort failed) immediately provided him with an employee petition from another store, which Petros had brought with her. DelBusse copied out that petition and wrote: "We the undersigned no longer wish to be represented by [the Union] for the purpose of collective bargaining." Petros next instructed DelBusse to write "TO: Keith Sullivan" (i.e., the Respondent's District Manager) at the bottom of the petition. After doing that, DelBusse signed and dated the paper. Perhaps at the direction of Petros (the record is not conclusive), DelBusse then posted the petition on the Respondent's bulletin board, where it was signed by another employee, Dennis Kiester.[1] (Together, DelBusse

[1] On direct examination by counsel for the General Counsel, DelBusse was asked whether Petros told him to put the petition on the bulletin board. DelBusse testified in response "I think she did. I can't really remember." Tr. 47. On cross-examination by counsel for the Respondent, DelBusse was asked what Petros specifically told him "about how to get out of the union." DelBusse testified in response "She told me I had to fill out a paper, I don't know what you'd call it, but fill out a paper, sign my name, *and hang it up*." Tr. 54 (emphasis added). Petros was not asked during her testimony specifically whether she told DelBusse to put or "hang" the petition on the bulletin board. Rather, she was only asked generally whether she told DelBusse what to do with the petition after he signed it. She testified in response that she did not. Tr. 136. The judge did not discuss this conflict in testi-

and Kiester constituted half of the bargaining unit.) Soon after, Petros retrieved the petition. Citing the petition and "other objective evidence indicating loss of majority support," the Respondent withdrew recognition from the Union.

Relying principally on the Board's decisions in *Ernst Homes Centers*, 308 NLRB 848 (1992), and *Eastern States Optical Co.*, 275 NLRB 372 (1985), the judge found that the Respondent provided no more than "ministerial aid" to DelBusse, that the "aid occurred in a context free of coercion," and that the "preparation, circulation, and signing of the petition constituted the free and uncoerced acts of DelBusse and Kiester." Thus, the Respondent did not violate Section 8(a)(1). Because, in the judge's view, the petition was untainted by any unfair labor practice committed by the Respondent (including its involvement with the petition), the Respondent did not violate Section 8(a)(5) by withdrawing recognition from the Union.

Analysis

The judge correctly identified the well-established legal principles that apply to the Respondent's involvement with the employee petition in this case. But the judge erred in applying those principles to the facts here. As the Board stated in *Eastern States Optical*, supra:

> [I]t is unlawful for an employer to initiate a decertification petition, solicit signatures for the petition, or lend more than minimal support and approval to the securing of signatures and the filing of the petition. In addition, while an employer does not violate the Act by rendering what has been termed "ministerial aid," its actions must occur in a "situational context free of coercive conduct." In short, the essential inquiry is whether "the preparation, circulation, and signing of the petition constituted the free and uncoerced act of the employees concerned."

275 NLRB at 372 (footnotes and citations omitted). See, e.g., *Vic Koenig Chevrolet*, 321 NLRB 1255, 1259 (1996), enf. denied 126 F.3d 947 (7th Cir. 1997) (applying *Eastern States Optical* test).[2] The record clearly demonstrates that the Respondent interfered with employee free choice and went far beyond rendering "ministerial aid." It is no exaggeration to say that the petition was the employer's petition and not that of any employee.

To begin, DelBusse never initiated a petition designed to oust the Union and never claimed to be speaking on behalf of any other employee. What he did, rather, was ask how *he* could avoid joining the Union, an inquiry triggered by his obligation to pay union dues under the union-security clause in the collective-bargaining agreement. Eliminating the Union was certainly one means to that end—and clearly the means that the Respondent preferred. But it was not the only means. DelBusse had no obligation to become a union member, apart from complying with his financial obligation. *Communications Workers v. Beck*, 487 U.S. 735 (1988). And his financial obligation could have been eliminated, if he had successfully pursued his rights under Section 9(e) of Act, which permits employees to seek Board-conducted elections to rescind union-security clauses. Alternatively, he might have sought to persuade the Union not to enforce or seek the maintenance of the union-security clause here.

While the Respondent had no affirmative duty to inform DelBusse of those options, it could have done so. Not surprisingly, however, it did not. Nor did the Respondent tell DelBusse either that it could not materially assist his efforts or that he should contact the Board for guidance on his legal rights—telling omissions that distinguish this case from at least some other decisions in which the Board approved an employer's involvement with a decertification petition.[3] Rather, the Respondent seized the opportunity that DelBusse's inquiry presented, carefully channeling his desire to avoid union membership into a petition designed to oust the Union altogether.

The judge observed that "[t]o DelBusse . . . the simple statement that he wished to 'get out of the Union' almost certainly meant *both* getting out of becoming a member of the union *and* getting out of being represented by the Union." In contrast to the judge, I find no basis for such certainty. DelBusse asked Hinkle if there was any way that he could get out of being in the Union, and DelBusse told Petros that he did not want to be in the Union because he had never been in a union before and he wanted to "just keep it that way." Petros confirms this in her testimony: "[H]e said that he was interested in not join-

mony between DelBusse and Petros, but found only that DelBusse placed the petition on the bulletin board. The majority views the judge as having credited Petros. I do not read his decision as making this credibility resolution. But there are no exceptions to the judge's failure expressly to resolve the testimonial conflict about how DelBusse came to post the petition.

[2] For a critical survey of the Board's decisions in this area, *see* Catherine Meeker, *Defining "Ministerial Aid": Union Decertification under the National Labor Relations Act*, 66 U. Chicago L. Rev. 999 (1999).

[3] *See Ernst Home Centers, Inc.*, supra, 308 NLRB at 848; *Eastern States Optical Co.*, supra, 275 NLRB at 371. Advising an employee of the employer's limited permissible role and referring him to the Board arguably mitigates the coercive tendency of the employer's involvement, although the latter step could also be viewed as facilitating the filing of a petition.

ing the Union." DelBusse's wishes, it seems to me, were clearly shaped by the Respondent.[4]

Regardless, it was the Respondent that raised the need for a written document. And it was the Respondent that literally dictated the language of the petition (after providing the paper, as well). All of this, of course, followed the special visit to the store of a high-ranking official of the Respondent, Petros, for the express purpose of meeting with DelBusse—who himself had to be called to the store to meet with Petros.[5] Under these inherently coercive circumstances, it was inevitable that DelBusse would follow the approach determined by the Respondent, as opposed to making his own free choice among the options available to him under the Act.[6]

The level of affirmative employer involvement here cannot fairly be called "ministerial aid." But for the Respondent's actions, there would have been no employee petition. The evidence is overwhelming that the Respondent seized upon DelBusse's simple question about whether there was any way that he could avoid being in the Union. From that single note, the Respondent orchestrated the instant petition to oust the Union—and did it in 1 day.

I am puzzled by my colleagues' characterization of the Respondent's initiative as mere ministerial aid to DelBusse in drafting a decertification petition. DelBusse never asked for help in drafting a decertification petition, or any other petition. He simply asked if there was a way that he could get out of being in the Union. I am equally puzzled by my colleagues' view that Petros could reasonably construe DelBusse's statement that *he* wanted to avoid being in a union as a declaration that he wanted to oust the Union altogether, just a few weeks after he arrived at the Bethel Park facility.

The contrast between this case and other decisions in which the Board has found no more than "ministerial aid" is sharp. In *Ernst Home Centers, Inc.*, supra, for example, an employee initiated a conversation with the store manager "in which she asked 'what wordage' she should use on an employee petition." 308 NLRB at 851. It was the employee (and not the employer) who came up with the idea of a written petition and who only then asked for language.[7] Here DelBusse had not initiated any type of writing, much less a petition. It was the Respondent that told him that a writing was necessary and that helpfully supplied him with language, which it had ready at hand. The Board's decisions simply do not stand for the proposition that an employer may not only supply petition language on request, but also may solicit the request in the first place.

The Board, meanwhile, has not hesitated to find a violation of Section 8(a)(1) where employers engaged in conduct that was arguably less coercive, and provided aid arguably closer to "ministerial," than the Respondent did here. In *Pic Way Shoe Mart*, 308 NLRB 84 (1992), for example, an employee expressed "interest in getting rid of the Union and . . . sought advice about how to do so." Id. at 84. The employer told the employee that it could not be involved, but had a labor relations consultant call her. The employer ultimately accepted employee petitions and forwarded them to the consultant, who filed a decertification petition with the Board. The Respondent here engaged in the same type of effort to facilitate a petition—indeed, it did the work itself, rather than summoning a third party. Of course, in *Pic Way Shoe Mart,* the employee's desire to get rid of the union—as opposed to getting herself out of the union and her dues obligation—was formulated *before* the employer became involved.

In sum, the evidence here demonstrates that the Respondent interfered with employee free choice in connection with the petition involved here. Because the petition was both tainted by this unfair labor practice and integral to the Respondent's withdrawal of recognition from the Union, the Respondent violated Section 8(a)(5). See, e.g., *Vic Koenig Chevrolet*, supra, 321 NLRB at 1258–1260; *Hearst Corp.*, 281 NLRB 764, 764–765 (1986).

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[4] The record does not show that DelBusse ever told Hinkle or Petros that he wanted to "get out of the Union." Indeed, Petros further testified that her entire conversation with DelBusse consisted of her telling him that Hinkle had told her that DelBusse did not want to be in the Union, DelBusse agreeing with that, and Petros telling DelBusse that he would have to put his request in writing.

[5] In finding that Petros unlawfully interrogated another employee (Sparte), the judge properly relied on the fact that Petros was a high-level supervisor who out-ranked Hinkle, DelBusse's immediate supervisor, and thus could reasonably be expected to intimidate an employee.

[6] Moreover, DelBusse's freedom to resist Petros' step-by-step instructions in the creation of the petition might well have been affected by his personal circumstances: he was at the Bethel Park store because he had been offered the choice between transfer there or discharge. It seems unlikely, then, that within a few weeks after starting work at the Bethel Park facility to avoid being discharged, DelBusse would have resisted Petros' instructions to create the petition.

My colleagues choose to take a more benign view of the circumstances. In any case, the record solidly establishes that DelBusse's actual creation of the petition to get rid of the Union was based on Petros' explicit and coercive instructions.

[7] As the judge recognized, *Eastern States Optical*, *supra*, and *Washington Street Foundry*, *supra*, present the same facts. See *Eastern States Optical*, 275 NLRB at 371 ("[I]t is clear that [the employee] initiated the call and informed [employer counsel] that the employees were seeking to decertify the Union and that [the employee] had some questions concerning the petition's wording"); *Washington Street Foundry*, 268 NLRB at 338 (employee whose "first task was to draft the language of a petition" sought aid of employer's labor relations consultant).

Dated, Washington, D.C. August 27, 2001

Wilma B. Liebman, Member

NATIONAL LABOR RELATIONS BOARD

Barton Myers, Esq., for the General Counsel.
Brian West Easley, Esq., and Dennis R. Homerin Esq. (Jones, Day, Reavis & Pogue), of Chicago, Illinois, for the Respondent.
Charles M. Byrne, of Pittsburgh, Pennsylvania, for the Charging Party.

DECISION

STATEMENT OF THE CASE

PAUL BOGAS, Administrative Law Judge. This case was tried in Pittsburgh, Pennsylvania, on May 4, 2000. The charge was filed by the Automotive Chauffeurs, Parts and Garage Employees, Teamsters Local Union 926 a/w International Brotherhood of Teamsters, AFL–CIO (the Union), on September 29, 1999, and amended on November 29, 1999, and January 28, 2000.[1] On January 31, 2000, the Regional Director issued a complaint against Bridgestone/Firestone, Inc. (the Respondent) alleging that the Respondent violated the Act by directing and assisting employees in the preparation and execution of an antiunion petition, and by withdrawing recognition from the Union. The complaint also alleges that the Respondent interrogated employees regarding their support for the Union, told employees that they would not receive a wage increase if the Union remained their bargaining representative, and promised employees that they would receive benefits if the Union was removed as their bargaining representative. The Respondent filed an answer denying the material allegations of the complaint and asserting affirmative defenses, including that the Union did not have majority support among employees in the bargaining unit.

Posthearing briefs were submitted by the General Counsel and the Respondent. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

I. JURISDICTION

The Respondent is a corporation with places of business throughout the United States, including a facility in Bethel Park, Pennsylvania. It sells automotive tires and provides related services. During the 12-month period ending on August 31, 1999, the Respondent had gross revenues in excess of $500,000. During the same period the Respondent's facilities in the Commonwealth of Pennsylvania purchased and received goods valued in excess of $50,000 directly from points outside the Commonwealth of Pennsylvania. The Respondent admits, and I find, that it was, at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

The Respondent sells automotive tires and provides various automotive services at retail stores nationwide, including one in Bethel Park, Pennsylvania. For approximately 17 years, a bargaining unit of general service employees, technicians, and tire installers at the Bethel Park store was represented by the Union. During the period when the alleged unfair labor practices took place, there were three to four employees in this bargaining unit.

The last collective-bargaining agreement (CBA) between the Union and the Respondent expired in May 1995, but by agreement of the parties the terms of the CBA were extended indefinitely. Under the terms of the extension agreement, either party could terminate it with 48 hours notice. The Union and the Respondent had nine bargaining sessions over the course of a 10-11 month period, including a number utilizing a Federal mediator, but these sessions failed to produce a successor CBA. The last in this series of sessions took play in May 1996 and no further sessions were held for over 3 years. Neither party contacted the other to attempt to resume negotiations during the 3-year period. According to Charles Byrnes, the Union's secretary/treasurer and principal officer, the Union was largely satisfied with the status quo and did not press for further negotiations because the Respondent's proposals involved changes in the language of the CBA that the Union believed were against the interests of its members.

Although negotiations for a successor agreement had broken off, the Union continued to represent the members in other ways. The Union processed three grievances—including one that went to arbitration, and another one in which arbitration was initiated, but the grievance was withdrawn. In another instance, Byrnes wrote a letter opposing the Respondent's effort to have employees sign releases that would permit the Respondent to use cameras and audio equipment for surveillance purposes. The surveillance program was never implemented. Byrnes and his predecessor, Jerry Lee, visited the store on various occasions during this period, and union dues continued to be collected.

In July 1999, the Respondent informed the Union, by letter, that it was invoking the provision in the extension agreement allowing it to terminate the contract with 48 hours notice. According to the letter, this was being done because of the Union's "unexplained failure to negotiate for over three years." General Counsel Exhibit 8. Three days later, Byrnes responded that the Union was willing to continue negotiations. There were communications between the parties, but an actual negotiating session was not held until September 16, 1999.

[1] All dates are 1999 unless otherwise indicated.

B. Incident Involving Jason Sparte

In July or August 1999, Jason Sparte, an employee of the Bethel Park store and a member of the Union, gave the Respondent notice that he was resigning. The Respondent's assistant district manager, Renee Petros, approached Sparte at the store about his decision. Sparte explained to Petros that he was resigning because of his dissatisfaction with his wage, which was $6 per hour. Petros asked Sparte what his position was regarding the Union and what he would do if there were a vote regarding union representation.[2] Sparte indicated that he did not know how he would vote and that he was only interested in how the matter affected him personally. Petros told Sparte that the Respondent was pleased with his work and interested in his staying with the Company. She asked Sparte whether he would change his mind about resigning if she increased his wage to $8 per hour, and Sparte replied that he would stay under those circumstances. Then, Petros told Sparte that she would give him the raise if it were up to her, but that the raise might not be possible under the CBA, and that the Union might negotiate a contract under which Sparte's wage would stay the same. Sparte asked whether he would get the raise if the Union was voted out, and Petros answered that if the Union was voted out there would be no obstacle to him getting the raise. Petros told Sparte that she would try to give him the raise if that was possible under the contract with the Union. Subsequently, Sparte received a pay raise to $8 an hour effective September 1, 1999. Sparte never talked to the Union about his conversation with Petros and testified that he was only "concerned about [himself] and did not care one way or the other what happened to the Union." Sparte testified that he had mentioned the conversation with Petros to one of the other employees, but that he could not remember who that employee was.

[2] Petros denied that she asked Sparte about his position regarding the Union, and about how he would vote regarding union representation. However, I have credited Sparte's contrary testimony that Petros did ask him about these matters. Although Sparte had lapses of memory regarding other aspects of the meeting with Petros, he testified in a direct and clear matter about Petros' questions regarding the Union. Based on his demeanor, I found him a very credible witness regarding this aspect of the meeting with Petros. In addition, Sparte has nothing personally at stake in the outcome of this case, and testified credibly that he does not care what happens to the Union. My credibility findings with respect to Sparte are made independently of Sparte's status as a current employee of the Respondent at the time of his testimony. I nevertheless note that these findings are consistent with the Board's view that the testimony of a current employee that is adverse to his employer is "given at considerable risk of economic reprisal, including loss of employment . . . and for this reason not likely to be false." *Shop-Rite Supermarket*, 231 NLRB 500, 505 fn.22 (1977); see also *Flexsteel Industries*, 316 NLRB 745 (1995), enfd. 83 F.3d 419 (5th Cir. 1996). I found Petros a less credible witness than Sparte regarding this matter based on her demeanor. She often gave the impression that she was searching for an answer that would assist the Respondent. Moreover, as the manager who is alleged to have committed the unlawful acts regarding Sparte, she has a personal stake in the outcome of this case.

C. Richard DelBusse and the Petition to Decertify the Union

Richard DelBusse is employed by the Respondent as a technician and his duties include wheel alignments, diagnostic evaluations, inspections, and brake servicing. In September 1999, the Respondent transferred DelBusse to the Bethel Park store from the Bridgeville location. DelBusse had been having attendance problems at the Bridgeville store, and the Respondent gave him a choice between accepting a transfer to the Bethel Park location and being discharged. He chose the transfer and began work at the Bethel Park store at a wage of $12 per hour.

The day before DelBusse started work at the Bethel Park store, Steve Hinkle, the store manager, informed DelBusse that there was a union at the store and that DelBusse would have to join. The store that DelBusse was transferring from did not have a union, and DelBusse had never been a union member. Soon after he started work at the Bethel Park store, DelBusse was approached by Charlie Hiem, a coworker and acting union representative, about beginning to pay union dues. DelBusse declined to supply Hiem with the information he needed to begin collecting the dues. After talking to other employees at the Bethel Park store, DelBusse concluded that joining the Union was not in his interests. In particular, DelBusse talked to Dennis Kiester, who told DelBusse that there had not been a contract in a long time and that he was not happy with the Union. Then DelBusse approached Hinkle and asked if there was some way to get out of being in the Union. Hinkle responded that DelBusse would have to talk to Petros and put his request in writing.

Hinkle spoke to Petros by phone regarding DelBusse's request, and the next day Petros came to the Bethel Park location to discuss this with DelBusse. DelBusse, who was not at work, was called to the store to meet with Petros. After DelBusse arrived, Petros told him that she had talked to Hinkle, and asked DelBusse if he wanted to be in the Union. DelBusse answered that he "was never in a union before" and "figured [he]'d just keep it like that." Petros told him that he would have to put his request in writing. DelBusse asked her what he had to write, and Petros gave him a piece of paper and attempted to dictate language, but DelBusse had difficulty writing the information down. Eventually, Petros gave DelBusse a copy of a petition from another store. Using that as a guide, DelBusse wrote: "We the undersigned no longer wish to be represented By Automotive Chauffeurs, Parts & Garage Employees Local Union 926, Affiliate of the International Brotherhood of teamsters For the Purpose of Collective Bargaining." (GC Exh. 17.) DelBusse signed the petition, recorded the date as September 21, 1999, and then placed it on the bulletin board. He did not directly approach any other employees to sign the petition. Later that same day, Dennis Kiester saw the petition and signed it. Kiester stated that the decision to vote out the Union "was a long time coming." Shortly thereafter, the petition was retrieved by Petros who transmitted it to Keith Sullivan, the Respondent's district manager.

A few days earlier, on September 16, 1999, the Respondent and the Union had engaged in a negotiating session with a Federal mediator, the first such session since May of 1995. The parties did not meet face-to-face, but rather passed information

back and forth through the mediator. The Union, represented by Byrnes, made a proposal during that session, and Byrnes' understanding at the close of the meeting was that the Respondent would prepare either a response or its own proposal, and that the Federal mediator would arrange another session. Instead, the Union received a letter from the Respondent, dated September 23, 1999, which stated that the Respondent was withdrawing recognition from the Union based on a petition signed by a majority of bargaining unit employees, and "other objective evidence indicating loss of majority support." The Union objected to the withdrawal of recognition in a letter, dated September 18, 1999, to the Respondent.

D. The Complaint Allegations

The complaint in this case alleges that the Respondent violated Section 8(a)(1) of the National Labor Relations Act (the Act) by interrogating employees concerning their support for the Union, threatening employees that they would not receive a wage increase if the Union remained their collective-bargaining representative, promising employees wage increases if the Union was removed as their collective-bargaining representative, and directing and assisting employees in the preparation of an antiunion petition. The complaint further alleges that the Respondent violated Section 8(a)(1) and (5) of the Act by refusing to continue to recognize and bargain with the Union and by withdrawing recognition from the Union.

III. ANALYSIS AND DISCUSSION

A. Interrogation

The General Counsel alleges that Petros interrogated Sparte and DelBusse in violation of Section 8(a)(1) when she asked them about their sentiments regarding the Union. An interrogation is unlawful if, in light of the totality of the circumstances, it reasonably tends to interfere with, restrain, or coerce employees in the exercise of their Section 7 rights. *Matthews Readymix, Inc.*, 324 NLRB 1005 (1997), enfd. in part 165 F.3d 74 (D.C. Cir. 1999); *Emery Worldwide*, 309 NLRB 185, 187 (1993); *Liquitane Corp.*, 298 NLRB 292, 292–293 (1990). Relevant factors include, whether the interrogated employee is an open or active union supporter, the background of the interrogation, the nature of the information sought, the identity of the questioner, and the place and method of the interrogation. *Stoody Co.*, 320 NLRB 18, 18–19 (1995); *Rossmore House Hotel*, 269 NLRB 1176 (1984), enfd. 760 F.2d 1006 (9th Cir. 1985).

Given the totality of the circumstances, I find that the interrogation of Sparte was coercive and violative of the Act. This interrogation took place in the context of a discussion about whether the Respondent would give Sparte a pay raise to entice him to remain with the Respondent. Petros' questioning about Sparte's sentiments regarding the Union and about his intentions with respect to any vote on union representation have no place and no legitimate purpose in such a discussion. Although it was not "spelled out," the questioning in that context suggests that the Respondent's willingness to increase Sparte's wage and its desire to convince him to stay were somehow dependant on whether Sparte was likely to support the Union. I find that this was coercive.

The identities of the parties to the conversation also suggest that the interrogation was coercive. Petros was a high-level supervisor, superior in rank to Sparte's immediate supervisor, Hinkle. As an assistant district manager, Petros had responsibility not just for the Bethel Park location, but for 32 stores in the Pittsburgh area. It is reasonable to expect that Sparte would be intimidated by questioning during a one-on-one conversation with Petros. Indeed, the Board has viewed the fact that an interrogator is a high-level supervisor as one factor supporting a conclusion that questioning was coercive. See, e.g., *Stoody*, supra. In addition, Sparte, although a member of the Union, was not an active supporter, and indeed, testified that he was only concerned about himself and did not care what happened to the Union. In *Rossmore House*, 269 NLRB at 1178, the Board held that the employer's questions about union sympathies were not coercive where, inter alia, the person being questioned had openly declared his sympathies regarding the union. Conversely, where, as here, the person being questioned had not voluntarily made his position regarding the Union known to the employer, the questioning is more likely to be coercive. Based on the totality of the circumstances, including the context of the interrogation and the identities of the parties involved, I find that Petros' questioning of Sparte reasonably tended to restrain, coerce, or interfere with rights guaranteed by the Act, in violation of Section 8(a)(1).

The General Counsel also argues that Petros' questioning of DelBusse was unlawful. Based on the totality of the circumstances, and particularly the context of the questioning, I reject that contention. Prior to when Petros met with DelBusse, DelBusse had already told Hinkle that he did not want to be in the Union and asked Hinkle for help getting out of the Union. Hinkle communicated this information to Petros who met with DelBusse for the specific purpose of responding to DelBusse's inquiry about how he could avoid being in the Union. In that context, it makes perfect sense that Petros would initiate the meeting by confirming what Hinkle told her—i.e., that DelBusse did not want to be in the Union. Moreover, since DelBusse had already voluntarily informed the Respondent that he did not wish to be in the Union, Petros' questioning did not force him to disclose anything he wished to withhold. Based on the circumstances, Petros' questioning of DelBusse did not restrain, coerce, or interfere with rights guaranteed by the Act, and therefore I conclude that it was not a violation of Section 8(a)(1).

B. Promises and Threats

The General Counsel alleges that Petros violated Section 8(a)(1) when "she directly promised [Sparte] a $2.00 per hour wage increase if the Union were voted out" and "impliedly threatened that so long as the Union remained as collective-bargaining representative seeking a contract, she might not be able to grant him the otherwise promised wage increase." General Counsel's Brief at 8. The Respondent counters that Petros specifically told Sparte that she could not "promise" him a raise, and that she said she would try to given him the raise even while the Union remained as collective-bargaining representative. In addition, the Respondent points out that Sparte received the $2 raise on September 1, 1999—3 weeks prior to

when the Respondent withdrew recognition from the Union and without the Respondent ever asking Sparte to sign a petition or take any other antiunion action.

During their conversation, Petros essentially told Sparte that while the pay raise was a possibility with the Union present, it would be a certainty if the Union were eliminated. This communication was made in the context of a meeting during which, as discussed above, Petros unlawfully interrogated Sparte about his position regarding the Union and continued union representation. I conclude that Petros' statements to Sparte were an unlawful promise of a benefit in violation of Section 8(a)(1). I do not find convincing the Respondent's argument that Petros explicitly told Sparte that she could not "promise" him the raise, and therefore that her statements to him could not be construed as a promise of benefit. That argument is overly facile. One reason Petros' statements to Sparte are violative of Section 8(a)(1) is precisely because she did not make an unconditional promise of a pay raise, but rather told him that the likelihood of the pay raise was *conditioned* on the elimination of the Union as bargaining representative. The fact that Petros did not ask Sparte to take a specific antiunion action, also does not relieve her statements of their unlawful character. It is enough that she linked the pay raise to elimination of the Union—especially since Sparte was one of only three or four unit members and therefore would have a significant say in any decisions regarding the Union's fate. See, e.g., Feldkamp *Enterprises, Inc.*, 323 NLRB 1193 (1997) (Board affirms administrative law judge's conclusion that employer violated act by telling employee that employer might grant him a pay raise, but could not do so until the union organizing campaign was over); *Frank Leta Honda*, 321 NLRB 482 (1996) (Board affirms administrative law judge's conclusion that employer violated the Act when it told employees that they could get wage increases if they decertified the union).

Similarly, I find that Petros threatened Sparte in violation of 8(a)(1). Petros told Sparte that that "if the [U]nion was in, they might negotiate a contract where [the] wage would stay the same for [Sparte's] position" (Tr. 69), and that "[u]nder the contract . . . [it] might not be possible" to give him a raise (Tr. 84.) Although Petros did not foreclose the possibility that Sparte would get a raise if the Union remained in place, her statements indicated that the pay raise Sparte wanted would be put at risk by the continued existence of the Union, and, impliedly, by any action or inaction by Sparte that helped perpetuate the Union.

C. The Petition

The General Counsel alleges that the Respondent improperly encouraged DelBusse to start the petition, and that this taints the petition and renders it unusable as a basis for withdrawal of recognition from the Union. The Board has held that an employer is permitted to provide ministerial aid to an employee who has decided of his or her own volition to file a decertification petition, but violates the Act by actively soliciting, encouraging, promoting, or providing assistance in the initiation, signing or filing of such a petition. *Ernst Home Centers*, 308 NLRB 848 (1992); *Central Washington Hospital*, 279 NLRB 60, 64 (1986), affd. 815 F.2d 1493 (9th Cir. 1987); *Eastern States Optical Co.*, 275 NLRB 371 (1985); *Washington Street Foundry*, 268 NLRB 338, 339 (1983). The ministerial aid must occur in a "situational context free of coercive conduct." *Eastern States*, 275 NLRB at 372. The "essential inquiry is whether 'the preparation[,] circulation, and signing of the petition constituted the free and uncoerced act of the employees concerned.'" Id.

In this case, I conclude that the aid occurred in a context free of coercion and that the preparation, circulation, and signing of the petition constituted the free and uncoerced acts of DelBusse and Kiester. The facts present here are similar to those that the Board held did not give rise to a violation in *Ernst Home Centers*, 308 NLRB 848. In *Ernst Home Centers* a new employee, whom the union had recently informed of her obligations under a union-security agreement, approached the employer and asked how she could avoid joining the union. Later during the same conversation the employee asked the employer for some "verbiage," for a petition and the employer provided language for a decertification petition. The Board rejected the General Counsel's argument that this evidence demonstrated that the decertification petition would never have been filed but for the employer's suggestion that the employee file one. In the Board's view, the evidence "merely prove[d] that the [employer] replied to [the new employee's] request for petition language," and that such "conduct, without more, does not constitute a violation of Section 8(a)(1)." 308 NLRB at 848. Similarly, DelBusse was a new employee with the Bethel Park store who had recently been approached by a union representative about paying union dues, and who then went to the employer of his own volition to ask how he could avoid being in the Union. Like the employee in *Ernst Home*, DelBusse asked the employer to provide him with language related to his request, and like *Ernst Home* the Respondent provided the language. See also *Eastern States*, 275 NLRB 371 (Respondent acted unwisely but not unlawfully when on two occasions it provided an employee with assistance regarding a decertification petition, but in each instance the employee had initiated the contact); *Washington Street Foundry*, 268 NLRB at 339 (employer did not unlawfully aid petition where the employer provided language for the petition at the request of an employee, but did not instigate the petition).

True, the situation in this case differs from that in *Ernst Home* insofar as DelBusse did not explicitly request language for a petition, but rather asked to get out of the Union. Therefore, it can be argued that while DelBusse approached the Respondent of his own volition to ask for help getting out of the Union, the employer still unlawfully initiated the *petition*. Under all the circumstances present here, I conclude that this is neither a meaningful distinction nor one that warrants reaching a different result here than in *Ernst Home*. The evidence shows that after DelBusse had been approached to pay union dues, he asked Hinkle if he could get out of the Union and still work at the store, and subsequently told Petros that he "was never in a union before" and "figured [he]'d just keep it like that." A fair interpretation of DelBusse's request was that he wished to continue operating as he had before his transfer to the Bethel Park location—i.e., without a union acting as his representative and without paying any part of his salary to the Union. To Del-

Busse, who was not familiar with the intricacies of union membership and collective bargaining, the simple statement that he wished to "get out of the Union," almost certainly meant *both* getting out of becoming a member of the union *and* getting out of being represented by the Union. Certainly, the General Counsel has pointed to nothing in the record to suggest that DelBusse wished to be represented by the Union, or to pay dues to defray bargaining costs or otherwise support the collective-bargaining aspect of the Union's activities. Nor has the General Counsel argued that something less than a petition such as the one the Respondent provided to DelBusse would have accomplished the ends of releasing DelBusse from union representation and relieving him of the obligation to make agency fee payments to the Union for bargaining functions. I conclude that the petition here was initiated by DelBusse of his own volition, not by the Respondent. The aid given by the Respondent was merely ministerial, and, in my view, not only did not interfere with DelBusse's freedom to choose whether or not to be involved with the union, but assisted DelBusse in the exercise of that very freedom. To insist that DelBusse say "decertification petition" or use some other term of art before the information he was seeking could be revealed to him would have been to keep him in the dark unnecessarily and to interfere with the exercise of his freedom to choose.[3]

The General Counsel argues that "any sponsorship or involvement by an Employer in the promotion of a decertification style petition taints the petition," and cites *Paramount Poultry*, 294 NLRB 867, 877 (1989), and *American Linen Supply Co.*, 297 NLRB 137 (1989). The Respondent's actions here might well create a taint if indeed "any involvement" was the proper standard. As discussed above, however, the Board has held that only involvement that is more than "ministerial" is improper. The cases cited by the General Counsel do not call that standard into question or show that the Respondent's actions here should be considered more than ministerial. In *Paramount Poultry*, the Board affirmed the administrative law judge's reasoning for finding that an anti-union petition was unlawfully tainted by employer involvement. However, the administrative law judge specifically stated in that case that the employer's response to an employee "inquiry as to the mechanics of getting rid of the Union [wa]s not, in and of itself, an encroachment upon employees' rights." 294 NLRB at 877–878. Rather, a violation was established only because the employer's response was "coupled with" "the promise to get employees $1 an hour more if the petition [wa]s successful." Id. In this case, the Respondent did not promise DelBusse or Kiester anything to encourage them to initiate and sign the petition and therefore, under the reasoning of *Paramount Poultry*, the Respondent did not violate the Act by responding to DelBusse's inquiry. The Board's decision in *American Linen* likewise does not support finding a violation. In that case, the employer's office and personnel manager had personally *solicited* an employee to withdraw from the Union and the employer had furnished withdrawal forms and provided notaries, secretaries, and equipment during working hours to help in the decertification effort. Under those circumstances a finding of violation was certainly appropriate. However, in the instant case the Respondent did not solicit DelBusse; rather DelBusse of his own volition approached the Respondent to ask about getting out the Union. Moreover, the Respondent did not provide the more active, and ongoing, types of assistance that were decisive in *American Linen*. Based on the circumstances present here, and in light of the prior decisions of the Board, I find that the Respondent did not unlawfully solicit, encourage, promote or assist DelBusse or Kiester in the initiation, circulation, or signing of the petition.

D. Withdrawal of Recognition

On September 21, DelBusse and Kiester signed a petition, which stated that they did not wish to be represented by the Union. Since they were two of only four persons in the bargaining unit at the time, this was objective evidence that there was no longer a majority of unit employees who wanted to be represented. Where the applicable CBA has expired, an employer can rely on such a petition to stop bargaining with the union and withdraw recognition since the petition provides an objective basis for reasonable doubt of the Union's majority status. *Auciello Iron Works, Inc. v. NLRB*, 517 U.S. 781, 786–787 (1996); *Bridgestone/Firestone*, 331 NLRB No. 24 (2000); *Lee Lumber & Bldg. Material Corp.*, 322 NLRB 175 (1996), affd. in part, revd. in part 117 F.3d 1454 (D.C. Cir. 1997). However, "an employer cannot rely on any expression of disaffection by its employees which is attributable to its own unfair labor practices directed at undermining support for the Union." *Wire Products Mfg., Corp.*, 326 NLRB No. 62, slip op. at 3 (1998), enfd. 210 F.3d 375 (7th Cir. 2000).

The General Counsel's argument that the Respondent violated Section 8(a)(5) of the Act is based primarily on the premise that the decertification-style petition was tainted by unlawful Respondent involvement and therefore cannot justify refusal to bargain or withdrawal of recognition. As found above, the Respondent's involvement in the decertification petition was ministerial and not unlawful. Thus the General Counsel's argument based on the Respondent's involvement in the petition fails.

The General Counsel also briefly argues that the petition was tainted by the Respondent's interrogation of, and promises to Jason Sparte. As discussed above, I have concluded that the Respondent did commit unfair labor practices by interrogating Sparte about his position with respect to the Union and by telling him that he could have a pay raise if the Union was removed as bargaining representative. However, "[n]ot every unfair labor practice will taint evidence of a union's subsequent loss of majority support." *Lee Lumber & Building Material Corp.*, 322 NLRB at 177. Rather "there must be specific proof

[3] The General Counsel has not argued, nor do I believe it could reasonably argue, that the Act imposed a duty on the Respondent to ask questions to plumb DelBusse's intentions further or instruct him regarding the range of possible options. Indeed, as discussed above, in the General Counsel's view even the brief discussion that Petros had with DelBusse to confirm what DelBusse had previously told Hinkle constituted an unlawful interrogation in violation of Sec. 8(a)(1).

of a causal relationship between the unfair labor practice and the ensuing events indicating a loss of support. " Id.[4]

The evidence here does not show a causal relationship between the unfair labor practices involving Sparte and the antiunion petition. To begin by stating the obvious, Sparte was not one of the signers of the petition. In fact, according to his own testimony, Sparte did not even see the petition. This makes it extremely unlikely that the expression of disaffection in the petition can be attributed to Petros' unlawful statements to Sparte.

In addition, the Respondent's unlawful actions affecting Sparte would not tend to cause DelBusse's or Kiester's disaffection. The unfair labor practices involving Sparte were not severe or pervasive, or otherwise of a type that one would expect to have a detrimental or lasting effect on the Union or unit members generally. The interrogation and statements regarding a pay raise that were the basis of the violations were not far reaching and were not made in a public setting or to multiple employees. Indeed, both DelBusse and Kiester testified that no one had ever told them that they would get a wage increase if the Union was voted out, or would not get a wage increase if the Union remained. (Tr. 59–60 and 99.) Assuming that Sparte informed either DelBusse or Kiester about Petros' promise to him regarding a wage increase,[5] there is no reason to believe that DelBusse or Kiester would have assumed the same promise applied to them. Moreover, Sparte actually received the wage increase several weeks before the petition was initiated, and this showed that it was not necessary for employees to remove the Union in order to receive raises.

Furthermore, it is clear that there were other reasons for the employees becoming disaffected with the Union. Kiester testified that the employees' decision to reject the Union was a "long time coming," (Tr. 98), and he told DelBusse he was unhappy with the Union because there was "no union representative and they hadn't had a contract in a long time." (Tr. 48.) Indeed, the Union had not negotiated a new contract since the prior CBA expired in May 1995, and a period of almost 3 years had passed without any negotiations towards a new contract. The General Counsel presented no evidence to suggest that DelBusse's or Kiester's poor morale or disaffection regarding the Union was caused by Petros' statements to Sparte, rather than by the failure of the bargaining process. Under the circumstances here, I find that the Respondent's unfair labor practices regarding Sparte did not influence, and did not have a significant tendency to influence, the actions of DelBusse and Kiester with respect to the petition. Therefore, I conclude that the unfair labor practices involving Sparte did not taint the antiunion petition.

For the reasons discussed above, I find that, as of September 21, 1999, the Respondent reasonably doubted the union's continued majority status based on objective considerations. In addition, as previously noted, the contract between the Union and the Respondent had previously expired. Therefore, the Respondent did not violate Section 8(a)(1) or (5) of the Act by refusing to bargain with the Union and withdrawing recognition from the Union as of September 23, 1999. *Bridgestone/Firestone*, 331 NLRB No. 24 (1999). I will recommend that the complaint allegation involving unlawful failure to bargain and withdrawal of recognition be dismissed.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union is a labor organization within the meaning of Section 2(5) of the Act.

2. The Respondent has violated Section 8(a)(1) of the Act by interrogating Jason Sparte about his position regarding the Union, promising Sparte that he would receive a raise if the Union was removed as collective-bargaining representative, and threatening Sparte with the possibility that he would not be able to receive a raise if the Union remained as collective-bargaining representative. Further, I find that these violations affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in unfair labor practices in violation of Section 8(a)(1) of the Act, I will recommend that it be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order.[6]

ORDER

The Respondent, Bridgestone/Firestone, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act by coercively interrogating any employee about union support or union activities.

(b) Interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act by promising, or impliedly promising, any employee that he or she

[4] The Board considers several factors in determining whether a causal relationship exists: (1) the length or time between the unfair labor practice and the withdrawal of recognition; (2) the nature of the violation, including the possibility of a detrimental or lasting effect on employees; (3) the tendency of the violation to cause employee disaffection; and (4) the effect of the unlawful conduct on employees' morale, organization, activities, and membership in the Union. *Lee Lumber & Building Material Corp.*, 322 NLRB at 177 fn. 16.

[5] The General Counsel need not show actual employee knowledge of the unfair labor practices in order to establish that those practices tainted the employee's expression of disaffection. The question is whether the unlawful actions would have a foreseeable tendency to cause the weakening of employee support for the Union. *Wire Products*, 326 NLRB No. 62, slip op. at 3 and fn.13; *Hearst Corp.*, 281 NLRB 764, 765 (1986), affd. 837 F.2d 1088 (5th Cir. 1988).

[6] 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.

will receive a pay raise, or other job benefit, if a labor organization is eliminated or excluded as the employees' collective-bargaining representative.

(c) Interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act by threatening, or impliedly threatening, any employee that he or she will not receive a pay raise, or other job benefit, if a labor organization is not eliminated or excluded as the employees' collective-bargaining representative.

(d) 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) Within 14 days after service by the Region, post at its facility in Bethel Park, Pennsylvania, copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 6, 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. 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 July of 1999.

(b) 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.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. July 5, 2000

APPENDIX

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

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

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT coercively question you about your union support or activities.

WE WILL NOT promise, or impliedly promise, that you will receive a pay raise, or other job benefit, if a labor organization is eliminated or excluded as your collective-bargaining representative.

WE WILL NOT threaten, or impliedly threaten, that you will not receive a pay raise, or other job benefit, unless a labor organization is eliminated or excluded as your collective-bargaining representative.

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.

BRIDGESTONE/FIRESTONE, INC.

[7] "If this Order is enforced by a Judgment of the 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 Judgement Of The United States Court Of Appeals Enforcing An Order Of The National Labor Relations Board."