

In the Matter of WESTFIELD MANUFACTURING CORPORATION and INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, LOCAL 157

Case No. 7-C-1057.—Decided May 25, 1944

DECISION

AND

ORDER

On February 28, 1944, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and that it take certain affirmative action, as set forth in the copy of the Intermediate Report annexed hereto. Thereafter, the respondent filed exceptions to the Intermediate Report and a brief in support of the exceptions. No request for oral argument before the Board was made by any of the parties, and none was held. The Board has considered the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.

The Board has considered the Intermediate Report, the respondent's exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the exceptions and additions noted below:

1. In addition to the facts set forth in the Intermediate Report with respect to the nature of the respondent's business, we find the following to be true: In 1943 and 1944, the respondent had prime contracts with Detroit Ordnance for the manufacture of tank parts. Under these contracts Detroit Ordnance purchased armor steel in the State of Iowa and caused it to be shipped from points within Iowa to the respondent's plant for use as raw materials. As of the time of the hearing, the respondent also had prime contracts with Higgins and Tucker of Louisiana for machining small parts for a cross drive on a landing barge, and with Murray Body Corporation for tank parts. The respondent purchased the raw material used in the fulfillment of the Higgins contract within the State of Michigan, and the finished product is shipped by the respondent to points within the State of

Louisiana. The raw materials used by the respondent in the fulfillment of the Murray contract originated in the States of Pennsylvania and Illinois. Since the respondent is engaged entirely and directly in the production of war materials, at least a substantial part of its total finished products is ultimately shipped outside the State of Michigan.

2. The Trial Examiner's finding in the Intermediate Report that "there is no evidence that Tass was ever warned or reprimanded for 'loitering and bothering the men' nor for not attending to his work" is not accurate. Foreman Tersner testified that he "warned him a month or two weeks after he came in. Then [he] would let it go a while and then pretty soon he [Tass] would get back in his habits again and [he] told him again." In any event, since Foreman Tersner did not report Tass for misconduct to General Manager Anderson or any other superior, and since Tersner admitted that other employees were also guilty of loafing, we find that the alleged conduct for which Foreman Tersner reprimanded Tass was not the motivating cause for his discharge.

3. The Trial Examiner also found that there is no evidence that either Tass' or Johnson's work was not up to standard, as the respondent contended. To support its contention, the respondent called Thomas Maxwell, a brother of Assistant Foreman Maxwell, who gave testimony tending to show that he may have had a better production record than Tass and Johnson. We find that Maxwell's testimony is not, in and of itself, sufficient to support the respondent's contention.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Westfield Manufacturing Corporation, River Rouge, Michigan, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local 157, affiliated with the Congress of Industrial Organizations, or any other labor organization of its employees; by discharging or refusing to reinstate any of its employees, or in any other manner discriminating in regard to their hire and tenure of employment, or terms or conditions of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted

activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Joseph Tass immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority and other rights and privileges;

(b) Upon application by Charles Johnson within forty (40) days after his discharge from the armed forces of the United States, offer him immediate and full reinstatement to his former or a substantially equivalent position for which he is qualified, without prejudice to his seniority or other rights and privileges;

(c) Make whole Charles Johnson for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the periods (1) between the date of the respondent's unlawful discrimination and the date of his induction into the armed forces of the United States, and (2) between the date five (5) days after his timely application for reinstatement and the date of the offer of reinstatement, less his net earnings during these periods;

(d) Make whole Joseph Tass for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during said period;

(e) Post immediately in conspicuous places at its River Rouge plant, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) and (b) of this Order; (2) that the respondent will take the affirmative action set forth in paragraphs 2 (a), (b), (c), and (d) of this Order; and (3) that its employees are free to remain or become members of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 157, affiliated with the Congress of Industrial Organizations, and that the respondent will not discriminate against any employee because of membership or activity in that organization;

(f) Notify the Regional Director for the Seventh Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

CHAIRMAN MILLIS took no part in the consideration of the above Decision and Order.

INTERMEDIATE REPORT

Mr. Sylvester J. Phoney, for the Board.

Mr. John D. Lynch and *Mr. Ralph W. Goodall*, both of Detroit, Mich., for the respondent.

Mr. Mathew B. Hammond, of Detroit, Mich., for the Union

STATEMENT OF THE CASE

Upon a charge duly filed on August 5, 1942, by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 157, affiliated with the Congress of Industrial Organizations, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Seventh Region (Detroit, Michigan), issued its complaint on March 23, 1943, against Westfield Manufacturing Corporation, of River Rouge, Michigan, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notice of hearing thereon, were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint, as amended,¹ alleged in substance that the respondent: (1) on or about July 31, 1942, terminated the employment of Joseph Tass, Charles Johnson, and Lloyd C Haskell,² and thereafter refused to reinstate them, and each of them, because of their membership in and their activities on behalf of the Union; and (2) since July 29, 1942, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed them in Section 7 of the Act by: (a) disparaging the Union and the members thereof, and otherwise expressing its hostility to the Union, (b) threatening to revise the working hours and other conditions of employment to the prejudice of the employees in the event the employees designated the Union as their collective bargaining agent, and, (c) discharging, in addition to the above named persons, other employees because it suspected that they were union members and active on its behalf.

Pursuant to notice, a hearing was held on February 8, 10, and 16 at Detroit, Michigan, and on February 14, 1944, at Rockford, Illinois, before Howard Myers, the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel, the Union by a representative. All parties participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the taking of all the testimony, Board's counsel moved to conform the complaint to the proof. The motion was granted without objection. The respondent's counsel then moved to dismiss the complaint as to Johnson. The motion was denied.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes, in addition to the above, the following:

¹ On February 5, 1944, the Board served upon the respondent and the Union an "Amendment to Complaint"

² At the conclusion of the taking of all testimony Board's counsel moved to dismiss the complaint as to Haskell. The motion was granted without objection.

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Westfield Manufacturing Corporation, a Michigan corporation, was organized in January 1942, and now has its principal offices and plant at River Rouge,³ Michigan. During all the times material herein, the respondent has been, and still is, engaged in the manufacture, sale, and distribution of precision parts for guns, tanks, and airplanes for, among others, the Cadillac Motor Car Company, Oldsmobile Company, Fisher Body Company, Packard Motor Car Company, and Briggs Manufacturing Company.⁴ In some instances, pursuant to the terms of their contracts with the respondent, some of the foregoing named firms ship the raw materials, used by the respondent in the manufacture of the parts ordered, from their respective Michigan plants, to the respondent's plant. In other instances, the raw materials are shipped by some of these named firms from various points from outside the State of Michigan. Thus, the Cadillac Company ships from the State of Wisconsin to the respondent the necessary raw materials used by the respondent to fulfill the Cadillac orders. Likewise, the Oldsmobile Company ships the necessary raw materials used to fulfill its order from the State of Kentucky to the respondent's plant. At the time of the hearing, the respondent was, and for some time past had been, engaged in fulfilling a \$500,000 order for the Packard Motor Company. The raw materials used for that order were shipped by the Packard Company from Cleveland, Ohio, to the respondent's plant. Also the raw materials used on the Hudson Naval Arsenal contract were shipped by the Arsenal from the State of Pennsylvania to the respondent's plant. The respondent's machinery and equipment, costing approximately \$170,000, and purchased during 1942 and 1943, were shipped to the respondent's plants from various points outside the State of Michigan.

The undersigned finds that the respondent's operations affect commerce, within the meaning of the Act.⁵

II. THE ORGANIZATION INVOLVED

International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 157, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

Interference, restraint, and coercion; the discriminatory discharge of Joseph Tass and Charles Johnson

A. Sequence of Events

In July 1942, Joseph Tass, one of the respondent's production employees, discussed with his co-workers the advisability of having a union in the plant. As a result of these discussions, Tass telephoned Mathew Hammond, then the Union's

³ At the time of the issuance of the complaint herein the respondent's plant was located in Detroit.

⁴ These firms, like the other firms for whom the respondent manufactures precision parts, are engaged almost exclusively in the manufacture of ordnances for the United Nations. The respondent ships its finished products to the Michigan plants of the above-named firms.

⁵ See *N. L. R. B. v. Fanblatt*, 306 U. S. 601; *N. L. R. B. v. Bradford Dyeing*, 310 U. S. 318; *N. L. R. B. v. Gulf Public Service Company*, 116 F. (2d) 852 (C. C. A. 5); *N. L. R. B. v. Suburban Lumber Company*, 121 F. (2d) 829.

vice president and business agent, and asked him to talk to the employees. On July 28, Hammond met with Tass and a group of the respondent's employees in a restaurant near the plant. There, after discussing unionization, Hammond handed Tass some authorization cards and asked him to sign up the employees. On the following day, Tass and a group of about six employees, among whom was Charles Johnson, his apprentice helper, met at the same restaurant during their lunch hour. Tass handed authorization cards to some of these employees. One of them filled out and signed the card at the table where they were lunching. Nearby sat Assistant Foreman Maxwell who, according to the undisputed credible testimony of Tass, was observing them.⁶

Within 3 days after receiving the authorization cards, Tass signed up about 15 employees of the respondent.⁷ On July 31, Tass gave Johnson⁸ some of these cards, while the latter was at his machine. During the lunch period that day, Johnson talked about the Union to two employees and handed each a card. At the end of the shift Foreman Tersner gave Tass and Johnson their respective pay checks and told them that their services were no longer needed.

On the following Monday, August 3, Tass and Johnson went to the Union's headquarters and told Robert Kanter, an international representative of the Union, of their discharge. Kanter thereupon telephoned to Walter Anderson, the respondent's vice-president and general manager. According to Kanter the following conversation occurred:

... I told him (Anderson) I was Robert Kanter of the UAW-CIO, and that I thought he was undoubtedly familiar with the fact that the UAW-CIO was organizing his plant, and he said, yes, he was, and I said, "Well, it's my contention that the discharges of Tass and Johnson were as a result of Union activities." He said that wasn't true, that they weren't discharged for Union activities. I said, "Well, how about meeting to try and discuss this matter?" because eventually the shop would be organized because once the UAW-CIO starts to organize, we don't give up until the plant is organized. Well, he got very vicious on the telephone and said he would see to it that the plant was not organized, that it was never organized and that he wouldn't talk to gangsters like me, and that no gangster like me could threaten him, and that anyway he didn't want Communists in his plant. He said he wouldn't talk to me now or at any time in the future. And I told him, "Well, I suppose there's nothing we can do about it," and he hung up. That was the conclusion of our conversation.

One other matter: I told him he was making a libelous statement when he charged that I was a gangster, and I told him that if he persisted in making those statements, that I would see to it that legal action was taken to make him prove those things, and he said he didn't know for a fact that I was a gangster, but that he had heard there were gangsters in the UAW-CIO.

Anderson denied that during this conversation he called Kanter a gangster. He did not, however, deny making the other remarks attributed to him by Kanter. Kanter was a forthright and honest witness. Anderson was not. The undersigned finds that Kanter's version of what was said during this conversation was substantially in accord with the facts.

⁶ Tass testified without contradiction, and the undersigned finds, that he regularly ate his lunch at the particular restaurant and that he had never seen Maxwell there before this day.

⁷ At that time the plant was on a two-shift basis and there were about 25 production employees on each shift.

⁸ Johnson was first hired by the respondent on July 13, 1942, as an apprentice or inexperienced machinist and placed under the tutelage of Tass. Their machines were contiguous.

Between August 5 and 19, three meetings were held at the Detroit offices of the Conciliation Service of the United States Department of Labor. These meetings were attended by Tass, Johnson, several officials of the Union, a conciliator of the Department of Labor, an official of the War Production Board, and Anderson. At these meetings, or at some of them, Anderson not only stated that Tass was a Communist, a radical and a paid union organizer who sought employment in the respondent's plant for the sole purpose of organizing the plant, and that the conciliator and the War Production Board's official were in league with the Union and were aiding the Union's organizational efforts, but also that he would do everything in his "power to keep the Union out of" the plant.⁹

During the week following his discharge Tass attempted to distribute handbills to employees leaving the plant. After about 3 or 4 days he discontinued this activity when, as he expressed it, "I found they (the employees) weren't interested any more in Unionism."

B Concluding Findings

The complaint, as amended, alleged that Tass and Johnson were discharged and thereafter refused reinstatement because of their membership and activities in behalf of the Union. At the hearing,¹⁰ Anderson testified that they were discharged solely "because they were not doing their job. They were loitering and bothering the men around the plant after they were warned not to; holding up the crane, holding up the machinery and not getting their jobs done." The record does not support this contention. First of all, Anderson admitted that the first time he noticed, or it had come to his attention, that Tass was not attending to his work was 2 or 3 days before he was discharged. In the second place, there is no evidence that Tass was ever warned or reprimanded for "loitering and bothering the men" or for not attending to his work,¹¹ nor did either Anderson or Tersner cite any specific incident to support their general contention. On the contrary, credible evidence establishes that Tass was a good worker and that the "expediter" stationed in the respondent's plant by the Cadillac Company insisted that Tass work on the Cadillac order because of his ability to perform that job, on occasions Tersner made complimentary remarks to Tass about his work. Moreover, Tass testified without contradiction, and the undersigned finds, that

⁹ This finding is based upon the credible testimony of Kanter, Tass and Joseph Vega, an international representative of the Union. Anderson, in effect, admitted that at these meetings he made most of the statements attributed to him by these witnesses.

¹⁰ The respondent did not file an answer.

¹¹ Regarding an incident that took place either on the day before or on the day of his discharge Tass testified as follows:

Q. Now, were you ever reprimanded for leaving your machine to get the hoist?

A. Well, the hoist was up the far end of the shop, and the operations on the machine was finished, and I needed the hoist, and I went up to get it, and it was being used by one of the other men. Mr. Tersner came down there and said, "What the hell are you doing down here? Get down where your machine is." I told him, "Well, that hoist won't travel by itself, and even if I go back there I am going to have to come back here and get it anyway." At any rate, I went back to the machine. It was necessary to wait there, too.

Q. Was Johnson present?

A. Yes, he was. He had been sent up to get the hoist before I went up there, and I went up there to see if I couldn't hurry up the procedure of getting it down there.

Q. Then you came back to your machine?

A. Yes.

Q. Later on did you go back up and get the hoist?

A. I don't remember whether I went or whether Johnson went. It is quite possible I went; because Johnson was kind of scared; I know that

his production during the last 2 weeks of his employment had not decreased. The respondent contended that Tass' production suffered because he was not attending to his work. No records to support this claim were introduced in evidence by the respondent although Anderson testified that such records are kept. As to Johnson's neglecting his work, Johnson admitted that during the second week of his employment he was reprimanded on one occasion by the foreman and on another occasion by the assistant foreman for being away from his machine. On each occasion, however, Johnson was away from his machine in performance of his duties. Moreover, the respondent could not have given serious consideration to Johnson's seeming neglect of his work because during the morning of July 31, the day Johnson and Tass were discharged, Tersner informed Johnson that his wages had been raised 10 cents per hour. There is no evidence in the record that Johnson's work was not up to standard or that he was ever reprimanded because his production was not up to normal. It is true that Anderson occasionally spoke to Tass and Johnson in an effort to get them to produce more work. Anderson admitted, however, that he also asked all the other production employees to produce more because he was very anxious to increase production.

That Anderson had been fully aware, on July 31, of Tass' organizational leadership was made plain at his conferences a few days later with representatives of Government agencies when, as found above, he accused him of being a paid Union organizer. It is reasonable to infer from the sequence of events, and the undersigned finds, that Tersner also knew that Johnson was assisting Tass in solicitation of Union members. Shortly after having been promised an increase by the foreman, Johnson was given Union cards by Tass while at his machine. Within a few hours both he and Tass were discharged.

The undersigned concludes and finds that Tass and Johnson were discharged because of their membership and activities in behalf of the Union and not for the reasons advanced by the respondent. This finding is buttressed by the undisputed credible testimony of Stanley Huggins who stated that around the middle of August 1942, he was employed by the respondent as a boring machine operator; that during his lunch hour on the first day of his employment he spoke to some of the employees about unions; that at about 11:00 o'clock the following morning Tersner discharged him. When Huggins asked for the reason, Tersner replied that "they didn't need any Union or any of its members" in the plant¹². The only reason proffered by Tersner at the hearing for dismissing Huggins was that "he didn't seem fitted for the job." This claim was wholly unsupported by any factual evidence, and the undersigned finds that Huggins was discharged because Tersner believed that he was active on behalf of Union organization. Furthermore, John Heaslip testified, and the undersigned finds, that shortly after Tass and Johnson were discharged Anderson came where he was working and that the following conversation took place:

Q. Now, what did Walter Anderson say to you and what did you say to him?

A. Well, he asked me if I belonged to the Union and I told him I had before I come there to work, and he said, well, if we got the Union in there, we would cut our working hours down, the same as the rest of the shops, and he didn't want any hoodlums telling—

Q. (interposing) Any what?

A. Hoodlums, telling him how to run his business.

Q. Did he say how much of a cut would be made?

A. Approximately a 40 percent cut in wages.

¹² At the hearing, Board's counsel stated that the Board was not contending that Huggins' discharge was violative of Section 8 (3), but of Section 8 (1) of the Act.

Q. The cut in the hours would mean about a 40 percent cut in your wages?

A. Yes, sir.

Anderson admitted that Heaslip's testimony was true in every respect except as to the statement which he denied making, that he would reduce hours if the shop was unionized. The undersigned rejects Anderson's denial and finds that he made the statements attributed to him by Heaslip.

The undersigned finds that the respondent, by discharging Joseph Tass and Charles Johnson on July 31, 1942, discriminated in regard to their hire and tenure of employment and thereby discouraged membership in a labor organization. By these discharges, by the discharge of Huggins, and by the above-quoted anti-Union remarks of Anderson and Tersner, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

At the time of the hearing Johnson was serving in the armed forces of the United States.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the respondent has engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

Having found that the respondent discriminatorily terminated the employment of Joseph Tass, the undersigned will recommend that the respondent offer to him immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority and other rights and privileges, and make him whole for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages from the date of the respondent's discrimination against him to the date of the offer of reinstatement, less his net earnings,¹³ during said period.

Having found that the respondent discriminatorily discharged Charles Johnson, and that Johnson thereafter joined the armed forces of the United States, it will be recommended that the respondent, upon application by Johnson within forty (40) days after his discharge from the armed forces, offer him reinstatement to his former or a substantially equivalent position for which he is qualified, without prejudice to his seniority or other rights and privileges. It will further be recommended that the respondent make Charles Johnson whole for any loss of earnings he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount he would

¹³ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590*, 8 N L R B 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N. L. R. B.*, 311 U. S. 7.

normally have earned as wages during the periods (1) between the date of the respondent's unlawful discrimination against him and the date of his induction into the armed forces, and (2) between the date five (5) days after his timely application for reinstatement and the date of the offer of reinstatement, less his net earnings during these periods. It is further found that the respondent has an obligation to pay Charles Johnson immediately whatever amount is now due him for the period from the date of its discrimination against him to the date of his induction in the armed forces.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the undersigned makes the following:

CONCLUSIONS OF LAW

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization, within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of Joseph Tass and Charles Johnson, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, the undersigned recommends that the respondent, Westfield Manufacturing Corporation of River Rouge, Michigan, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees, or in any other manner discriminating in regard to their hire and tenure of employment, or terms or conditions of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Offer to Joseph Tass immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority and other rights and privileges;

(b) Upon application by Charles Johnson within forty (40) days after his discharge from the armed forces of the United States, offer him immediate and full reinstatement to his former or a substantially equivalent position for which he is qualified, without prejudice to his seniority or other rights and privileges;

(c) Make whole Charles Johnson for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the periods (1) between the date of the respondent's unlawful discrimination and the date of his induction into the armed forces of the United States, and (2) between the date five (5) days after his timely application for reinstatement and the date of the offer of reinstatement, less his net earnings during these periods;

(d) Make whole Joseph Tass for any loss of pay he may have suffered by reason of the respondent's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during said period;

(e) Post immediately in conspicuous places at its River Rouge plant, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that respondent will not engage in the conduct from which it is recommended that it cease and desist in paragraph 1 (a) and (b); (2) that the respondent will take the affirmative action set forth in paragraph 2 (a), (b), (c) and (d) of these recommendations, and (3) that its employees are free to remain or become members of International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, and that the respondent will not discriminate against any employee because of membership or activity in that organization;

(f) File with the Regional Director for the Seventh Region within ten (10) days from the receipt of this Intermediate Report, a report in writing setting forth in detail the manner and form in which the respondent has complied with the foregoing recommendations.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, effective November 26, 1943, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement or exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

HOWARD MEYERS,
Trial Examiner.

Dated February 28, 1944: