

In the Matter of PUNCH AND JUDY TOGS, INC. OF CALIFORNIA and INTERNATIONAL LADIES' GARMENT WORKERS' UNION, A. F. OF L.

Case No. 21-CA-151.—Decided August 1, 1949

DECISION
AND
ORDER

On April 18, 1949, Trial Examiner David London 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 take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board¹ has reviewed 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 exceptions and brief of the Respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner only insofar as they are consistent with our findings, conclusions, and order hereinafter set forth.

The Trial Examiner found that Mrs. Douglas was discriminatorily discharged or refused reinstatement because of her membership in the Union. We are not convinced that the record warrants a finding that the Act has been violated.

We realize, with the Trial Examiner, that the Respondent's conduct and position in this case raise a strong suspicion of unlawful action, for the following reasons:

1. Respondent alleged in its answer to the complaint that Douglas was laid off because of a falling off of business. At the hearing, Respondent's president, Tucker, repudiated this reason, contending that

¹ Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Reynolds, Murdock, and Gray].

she was laid off because of "sloppy" and incompetent work. Respondent failed to support this contention. On the contrary, as fully set forth in the Intermediate Report, the record supports a finding that she was an experienced, competent employee.

2. The discharge took place suddenly, only 2 days after the union organizational meeting.

3. Respondent failed to inform Douglas of the reason of the discharge, and her immediate supervisor told her that he did not know why she was discharged.

4. Respondent rehired several of the laid-off employees with less experience and seniority than Douglas.

Although we are aware, as was the Trial Examiner, of the lack of an adequate defense for the failure to reemploy Douglas and that this, together with the circumstances noted above, raises a strong presumption of discriminatory action, we cannot base a finding of the violation of the Act on suspicion alone. There must be a preponderance of evidence to show that Respondent was motivated by antiunion considerations. This the record fails to disclose.

1. The record is undisputed that when Douglas was discharged on April 30, 13 other girls were also discharged. So far as the record shows, only 2 of these girls, Douglas and McNabb, had signed union cards at the organization meeting of April 28.² The lay-offs continued through the month of May, although a few of the laid-off employees were subsequently rehired.

2. There is no evidence that Douglas had assumed a position of leadership or had played any active part in the union campaign.

3. At least one other girl who signed a union card, McNabb, was re-employed.

4. Tucker knew that Douglas was a union member when he hired her and interposed no objections to employing her on this ground.

5. The record otherwise fails to reveal any evidence of union animus. In fact, the statement relied on by the Examiner for his finding that such feeling existed, namely, that Tucker told the union representative he "would need at least about a year *before I could even consider such a thought*, unless the help themselves wanted such a thing and I had no jurisdiction over it," taken in its context, warrants no inference that Tucker had antiunion prejudices. On the contrary, the proviso "unless the help themselves wanted such a thing" effectively counteracts whatever inference might be drawn from that portion of the

²The Trial Examiner found there were seven employees of Respondent who attended the union meeting. Douglas and McNabb signed union cards, one operator, Mayoros, and Supervisor Miffin did not sign, and two others who had signed were not clearly identified. Mrs. White, at whose house the meeting was held, signed, but she had been laid off 2 or 3 days earlier.

statement underlined by the Trial Examiner. We therefore find that this statement does not disclose an antiunion attitude on the part of the Respondent. Nor do we find any evidence from which the Trial Examiner could draw the inference made by him that "Tucker undoubtedly interpreted Mrs. Douglas' attendance at the meeting as a display of intent by her to use her influence in immediately compelling Respondent to recognize the Union as bargaining agent for all of its employees."

We therefore find that in discharging Douglas, Respondent did not violate Section 8 (a) (1) or 8 (a) (3) of the Act, as amended.

ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the complaint issued herein against the Respondent, Punch and Judy Togs, Inc. of California, be, and it hereby is, dismissed.

INTERMEDIATE REPORT

Mr. Jack E. Berger, for the General Counsel.

Novack and Haberkorn, by *Mr. Julius J. Novack*, of San Bernardino, Calif., for the Respondent.

STATEMENT OF THE CASE

Upon a second amended charge duly filed on November 1, 1948, by International Ladies' Garment Workers' Union, A. F. of L. (herein called the Union), the General Counsel of the National Labor Relations Board,¹ by the Regional Director for the Twenty-first Region (Los Angeles, California), issued a complaint, dated November 10, 1948, against Punch and Judy Togs, Inc. of California (herein called the Respondent), alleging that the Respondent had engaged, and was engaging, in unfair labor practices within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, Public Law 101, 80th Congress, 1st Session (hereinafter called the Act). Copies of the complaint, the amended charge, and notice of hearing thereon were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleged, in substance, that: (1) on or about April 30, 1948, Respondent discharged, and thereafter refused to reinstate, Georgie Douglas, because of her membership in, and activities on behalf of, the Union; (2) by such acts, Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

The Respondent thereafter filed its answer, admitting the allegations of the complaint with respect to its business operations, but denying the commission of any unfair labor practices. With reference to the discharge of Georgie Douglas, the answer alleged that she was "laid off of work . . . by reason of this corporation's drop in business."

¹ The General Counsel and his representatives at the hearing are herein called the General Counsel, and the National Labor Relations Board is called the Board.

Pursuant to notice, a hearing was held January 21-24, 1949, at Los Angeles, California, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and 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 opening of the hearing, the General Counsel made a motion to amend the complaint by adding an allegation thereto charging that the Respondent violated Section 8 (a) (4) of the Act by discriminating against Georgie Douglas "because the Union has caused to be filed in her behalf unfair labor practice charges against Respondent." The motion was denied.² At the close of the General Counsel's case (except for the deposition subsequently taken and hereinafter mentioned) Respondent made a motion to dismiss the complaint. The motion was denied. At the close of the hearing, the General Counsel moved to conform the pleadings to the proof with respect to formal matters; the motion was allowed, without objection.

Before the close of the hearing, on January 24, the General Counsel advised that he desired to offer the testimony of one Alfred Schneider, a union official, who was not then present in Los Angeles. Without objection, leave was granted to the General Counsel to take the deposition of said witness on January 28, 1949, with opportunity to the Respondent to take the further deposition of Harold Tucker in rebuttal of any testimony offered by Schneider. Both depositions were taken and are now a part of the record herein. The parties waived oral argument. The time to file briefs was extended to March 31, 1949, within which period both the General Counsel and the Respondent filed briefs for my consideration.

Upon the entire record in the case, I make the following:

FINDINGS OF FACT

I. BUSINESS OF THE RESPONDENT

The Respondent, Punch and Judy Togs, Inc. of California, is a California corporation, doing business at San Bernardino, California. It is engaged in the business of manufacturing and selling children's shirts, jackets, overalls, slacks, and crawlers (babies' overalls). The Respondent, in the course and conduct of its business operations during the year 1948, purchased raw materials consisting of cottons, woolens, and rayons valued at approximately \$96,000, of which about 92 percent was shipped to Respondent from outside the State of California. During the same period, it manufactured and sold its finished products, having an approximate value of \$246,000, of which about 80 percent was sold and shipped to customers outside the State of California. Accordingly, I find that Respondent is engaged in commerce within the meaning of the Act.

² The General Counsel, in his brief, fails to take note of the denial of this motion, stating instead that "this motion was taken under consideration by the Trial Examiner and, for the purposes of this Brief, counsel for the General Counsel will assume said motion was granted." This confusion may be due to the fact that after definitely announcing the ruling, I stated that "If I should change my mind . . . [and] if you can supply such authorities [to permit the amendment] I can dispose of the matter in the Intermediate Report." The General Counsel's brief contains no argument or citation of authorities on this point. The denial, in any event, was proper and is adhered to. No charge alleging a violation of Section 8 (a) (4) of the Act was ever served upon Respondent as required by Section 10 (b) thereof. Cf. *Matter of Erving Paper Mills*, 82 N. L. R. B. 434, ftns. 5, 6.

II. THE ORGANIZATION INVOLVED

International Ladies Garment Workers' Union, A. F. of L., is a labor organization and admits employees of the Respondent to membership.

III. THE UNFAIR LABOR PRACTICES

A. Background and chronology of events

The Respondent was incorporated on October 18, 1947. The building which it was to occupy was not completed until mid-November of that year. Several weeks prior thereto, Harold Tucker, Respondent's president, interviewed Mrs. Georgie Douglas, a prospective employee, he having previously made application to the State Unemployment Compensation Commission for assistance in securing employees. Mrs. Douglas was a woman of 25 years' experience as an operator of the type of machine which Respondent planned to use. Tucker, impressed by her experience, advised Mrs. Douglas that as soon as he was ready to commence operations he would have his foreman get in touch with her. On November 13, Foreman Louis Szilogyi came to her home and asked her to report for work. She did so immediately and, together with Mrs. Szilogyi and members of Tucker's family, began the making of samples so that Tucker could display the line of merchandise he hoped to sell. During those early days, Mrs. Douglas did all types of machine sewing necessary "to finish—or make the garment—sewing on cuffs, sleeves, or whatever it was, to finish a garment." Tucker augmented his staff and, in December, Mrs. Douglas commenced sewing collars, to which operation she devoted most, if not all, of her time until she was discharged on April 30, 1948. Tucker originally fixed her pay at 75 cents per hour, which rate continued until about January 5, 1948, at which time her rate of pay was changed to piecework. On or about January 30, 1948, she was returned to the 75 cents hourly rate, which was increased to 80 cents per hour approximately a month later.

On or about April 20, 1948, Vera Talley, local representative of the Union, commenced organizational activity at Respondent's plant by the circulation of union literature. She arranged for a union meeting to be held at the home of Mrs. Caroline White on the evening of April 28, attended by Miss Talley and another union representative. Seven women employed by the Respondent attended the meeting,³ including Mrs. Evelyn Mifflin, then employed in a supervisory capacity by Respondent "in charge of the inspection and trimming department." Of these seven, all but Mrs. Mifflin and Margaret Mayoros signed union "authorization" cards. Two days later on April 30, Mrs. Douglas was discharged.⁴

When advised by the Board on May 26, 1948, that charges had been filed against Respondent alleging that Mrs. Douglas and two other employees had been discharged because of their union activity, its manager on May 26 replied, in writing, that they were not discharged, but were "merely laid off because of *seasonal slow down* in production." Respondent's Answer, verified by Tucker on December 13, 1948, pleaded that Mrs. Douglas was laid off because "business fell off." At the hearing, however, Tucker disavowed the foregoing as the

³ Included in this group was Mrs. White (who had been laid off 2 to 3 days earlier), Mamie McNabb, Margaret Mayoros, Mrs. Douglas, Rachel ----, and one other unidentified employee.

⁴ Though the answer pleaded, and some of the witnesses testified, that Mrs. Douglas was merely "laid off," the failure to reinstate her when the staff was appreciably augmented after April 30, 1948, indicates that the severance was in fact a discharge.

reason for the discharge. He further testified that the employees laid off on April 30, including Mrs. Douglas, were laid off because of "sloppy work and *not business conditions*. We were fortunate enough in having enough business in the house." Such a variance between pleading and proof, in and of itself, is sufficient for any trier of fact to hesitate appreciably before giving credence to *either* claim. In the light of Tucker's express disavowal of a "seasonal slow down" as the reason for the discharge, no further attention need be given to that theory as a justifiable ground for Respondent's action in discharging Mrs. Douglas.

A careful analysis of the entire record leads me, unhesitatingly, to discredit the only other theory now asserted by Respondent as the reason for the discharge—that Mrs. Douglas was incompetent, and that her work was "sloppy [and] blotched." Indeed, no credible evidence was offered to prove either that she was *generally* incompetent or that any specific work done by her was subject to any more rejection or criticism than fell to the lot of the other operator working with her on collars, and who was not discharged. There not only was a failure to prove general incompetence, but, on the contrary, the record abounds in convincing *indicia* of competence. First, Mrs. Douglas was a woman of 25 years' experience in the same type of work in which she was engaged for the Respondent. Though Tucker interviewed "droves" of applicants before operations began, Mrs. Douglas' experience impressed him to such an extent that she was the first machine operator employed by him. This has extraordinary significance, because her initial task was to make samples for display to Respondent's prospective customers, and it was important that the samples reflect the best of workmanship. Because of her aptitude, she successfully trained the other operator engaged in sewing collars. The fact that she was steadily employed from November 13, 1947, to April 30, 1948, is further proof that she was competent. Tucker testified that he achieved efficiency of operations "by a process of elimination.—We have a certain amount of time that we allot a girl to do her work in, that is, the experienced girl who comes and explains that she is experienced. *If we feel that after a couple of weeks the girl isn't living up to her standard* after claiming that she had so many years of experience, why we just have to go further. A new girl—we will give her a couple or 3 or 4 days to see whether she gets the feel of working at a machine." If these standards are applied indiscriminately to Mrs. Douglas, her continued employment stands as an unequivocal memorial to her competence. Significant too is the fact that Foreman Szilogyi, "in charge of the factory," on several occasions praised her work, the last time on April 30, the day she was discharged.⁵ And, though Tucker testified at considerable length, he did not deny that in mid-January 1948 he expressly complimented Mrs. Douglas on her "collar setting," and generally expressed pleasure concerning her work.

The manufacture of the garments in April 1948 was divided into approximately 23 operations, five of which were devoted to collars. Mrs. Douglas, as previously noted, was charged with the responsibility of only one operation, that of setting collars. It apparently was the practice to have no inspection of the separate

⁵ Szilogyi did not testify. Respondent on January 24, 1949, introduced into evidence a doctor's written statement, dated January 20, 1949, to the effect that Szilogyi was ill and that in the opinion of the doctor it was advisable that Szilogyi "stay out of the weather for several days." Though the General Counsel volunteered "to agree to a continuance if Mr. Szilogyi's testimony is deemed necessary," Respondent expressed no such desire. Furthermore, though by agreement of the parties, a rebuttal deposition of another witness in behalf of Respondent was taken on January 28, 1949, no such request was made to take Szilogyi's deposition.

work of the various employees until the entire garment was completed. If an examination thereof then disclosed defective workmanship, it was returned to the operator or operators engaged in the specific operation found unsatisfactory. There was no evidence that any of the rejects were due to Mrs. Douglas' poor workmanship. While there was some evidence that a portion of the rejects were due to "poor collars," the testimony is undisputed that during the entire period that Mrs. Douglas was engaged on collar work, other employees (at least one of whom had no prior collar experience) were likewise engaged in the collar operation.

Nor is it consistent with an alleged claim of incompetence to reward an inefficient employee with increased remuneration. Tucker testified that while the employees were working on a piecework basis (January 1948) there were "close to 12 dozen (rejects) in one day, when my inspector called my attention to it," and that in the *middle of March*, the rejects "were extraordinarily unheard of in the average factory. It was enough to either have a man go out of business or to go broke. That is how bad they were coming through." Not only was there no testimony that any of these rejects, on either occasion, were due to improper workmanship by Mrs. Douglas, but the inference must be to the contrary, for her pay was raised on two occasions after the general unsatisfactory workmanship was called to Tucker's attention. Thus, though Mrs. Douglas was hired at 75 cents an hour, her rate of pay was changed on or about January 3, 1948, to a piece-rate basis, with the result that her average weekly earnings for the next 4 weeks were \$48.30, instead of the \$30.00 per week she was earning at the 75 cents hourly rates. Though she was, on or about February 1, returned to the 75 cents hourly rate, this compensation was increased to 80 cents an hour on or about February 27, 1948. And, when, in the latter part of April, only a short time before she was laid off, Mrs. Douglas demanded an increase to \$1.00 per hour, Tucker, though denying the request, made no complaint about her work. At the risk of emphasizing the obvious, I cannot avoid the observation that, if her work was really incompetent, Tucker would at least have mentioned his dissatisfaction therewith when a demand for an increase in wages was made only a short time before she was discharged.

B. Conclusions

To establish the violations alleged in the complaint, the burden of proof rests on the General Counsel to prove by a preponderance of the evidence that Mrs. Douglas was discharged because of her membership in, and activity on behalf of, the Union. Experience in labor relations, however, has shown that notwithstanding the certainty that may be entertained by any fair-minded trier of fact that a discharge was in fact discriminatory and in violation of the Act, direct and express proof thereof is lacking. The reports abound in examples of subterfuges and subtleties devised, pleaded, and supported by sworn testimony, all for the purpose of evading liability under the Act. Fortunately, however, in the search for truth in the administration of law, resort may be had, in appropriate fields, to interference and conclusions drawn from established facts.⁶ Such permissible latitude here, coupled with the direct proof established by the record, leads to the inescapable conclusion that Mrs. Douglas was discharged because of her membership in, and activity on behalf of, the Union. My reasons for drawing that conclusion are as follows:

⁶ *N. L. R. B. v. Nevada Consolidated Copper Corporation*, 316 U. S. 105; *N. L. R. B. v. Walt Disney Productions*, 146 F. (2d) 44 (C. A. 9).

1. While I have already alluded to the burden of proof resting on the General Counsel, nevertheless, in the resolution of the important question of fact involved herein, recourse may be had to the failure of Respondent to prove that Mrs. Douglas was discharged for either of the conflicting reasons assigned by it, and its complete disavowal of the grounds for the discharge alleged in its Answer.

2. The record establishes by a preponderance of the evidence, if not conclusively, that Mrs. Douglas was a competent worker.

3. The timing of the discharge. This took place *immediately* after Tucker returned from an out-of-town trip, and at the first opportunity he had to be personally advised of the union meeting attended by Mrs. Douglas.

4. Though Szilogyi was "in charge of the factory," and the alleged ground for the discharge was incompetence, neither Szilogyi nor the forelady was consulted about the discharge.

5. Szilogyi did not know why Mrs. Douglas was discharged.

6. Notwithstanding Tucker's lip service to the freedom of choice to be exercised by his employees, Tucker himself testified that in early May 1948, he told the union representative who called on him for the purpose of organizing the plant, that he "would need at least about a year *before I could even consider such a thought*, unless the help themselves wanted such a thing and I had no jurisdiction over it." Such a sentiment and frame of mind, which must likewise have existed on April 30, shows a clear and definite antiunion attitude on the part of Respondent and the motive for discharging Mrs. Douglas.

7. Within a short time after April 30, Respondent reemployed five or six of the other employees laid off on April 30. Among those reemployed was Mrs. McNabb, junior in service to Mrs. Douglas, and who, Tucker testified, was likewise laid off because of her "sloppy work."⁷ No explanation was given by Respondent why it failed to give preference to Mrs. Douglas (the first nonsupervisory employee engaged by Respondent), not only over Mrs. McNabb, but over the large number of other operators employed after that date.

While it may be that Respondent did not discriminate against Mrs. Douglas merely because of her union membership, of which it had earlier knowledge,⁸ the fire of discrimination was ignited by her attendance at the union meeting in the home of Mrs. White. There can be no doubt that Respondent had knowledge of this activity. Union literature was distributed to all of its employees a short time before the April meeting. Mrs. Mifflin, a supervisor, attended that meeting. "Experience, evidenced by the Board's consideration of hundreds of similar situations over the past several years, and a realistic view of the matter, makes it evident that in small shops such as this, union activities become generally known, at least where no attempt is made to keep them secret, and often even then."⁹ Tucker undoubtedly interpreted Mrs. Douglas' attendance at the meeting as a display of intent by her to use her influence in immediately compelling Respondent to recognize the Union as bargaining agent for all of its employees. Tucker's precipitate discharge of Mrs. Douglas immediately upon learning of her attendance at the meeting, coupled with the expressed presently existing hostility to the Union, can lead to no other conclusion.

⁷ This version of the reason for Mrs. McNabb's lay-off on April 30 is inconsistent with Tucker's letter to the Board dated August 14, 1948. In that letter, he stated that Mrs. McNabb was reemployed because she "is the only one whose work is considered as satisfactory by our foreman."

⁸ Mrs. Douglas and Szilogyi had previously been engaged in the same union shop.

⁹ *Matter of Firestone Tire and Rubber Company*, 62 N. L. R. B. 1316, 1325; *Matter of Boreva Sportswear, Inc.*, 73 N. L. R. B. 1048, 1055.

Respondent urges that any discriminatory motive is negated by the fact that Mrs. McNabb, who also attended the meeting and was also laid off April 30, was shortly thereafter rehired. There is no merit to this contention. "The Act forbids an employer from discriminating against *any* of his employees, even if he shows that he knowingly refrained from discriminating against others."¹⁰ "Clearly, a complete housecleaning of union members and supporters is not essential to a finding that some employees have been discriminated against."¹¹

I am convinced by a preponderance of the credible evidence that the real reason for Respondent's discharge of Mrs. Douglas was her activity on behalf of the Union, and her attendance at the union meeting on April 30, and I so find. It is therefore found that the discharge was discriminatory for the purpose of discouraging membership in, and activities on behalf of, the Union. By such action, the Respondent has interfered with, restrained, and coerced employees in the exercise of rights guaranteed by the Act.

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 its operations 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 engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

It has been found that the Respondent discriminatorily discharged Georgie Douglas because of her union activities. It will therefore be recommended that the Respondent offer to her immediate and full reinstatement to her former, or substantially equivalent, position¹² without prejudice to her seniority or other rights and privileges, and make her whole for any loss of pay she may have suffered by reason of the Respondent's discrimination against her by payment to her of a sum of money equal to that which she normally would have earned as wages from the date of the discharge to the date of the Respondent's offer of reinstatement, less her net earnings during said period.

Upon the basis of the above findings of fact and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. International Ladies' Garment Workers' Union, A. F. of L., 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 Georgie Douglas, thereby discouraging membership in the International Ladies'

¹⁰ *Matter of Toledo Desk & Fixture Co.*, 65 N. L. R. B. 1086, 1108.

¹¹ *Matter of Stewart Warner Corporation*, 55 N. L. R. B. 593, 610; *Matter of Wooster Brass Company*, 82 N. L. R. B. 514, fn. 1.

¹² In accordance with the Board's consistent interpretation of the term, the expression "former or substantially equivalent position" is intended to mean "former position wherever possible, and if such position is no longer in existence, then to a substantially equivalent position." See *Matter of The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch*, 65 N. L. R. B. 827.

Gorment Workers' Union, A. F. of L., the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of 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 (a) (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 above findings of fact and conclusions of law, the entire record in the case, and pursuant to Section 10 (c) of the Act, I recommend that Punch and Judy Togs, Inc. of California, of San Bernardino, California, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership of its employees in International Ladies' Garment Workers' Union of North America, A. F. of L., or in any other labor organization, by discriminatorily discharging, refusing to reinstate, or by discriminating in regard to their hire or tenure of employment, or any terms or conditions of employment;

(b) In any manner interfering with, restraining, or coercing its employees in the exercise of the rights of self-organization, to form labor organizations, to join or assist International Ladies' Garment Workers' Union, or any other labor organization, 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 I find will effectuate the policies of the Act:

(a) Offer to Georgie Douglas immediate and full reinstatement to her former or substantially equivalent position, without prejudice to her seniority or other rights and privileges, and make her whole in the manner set forth in Section V above, entitled "The remedy";

(b) Post at its plant in San Bernardino, California, copies of the notice attached hereto and market Appendix. Copies of said notice, to be furnished by the Regional Director for the twenty-first Region, after being signed by representatives of the Respondent, shall be posted by the Respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered with any other material;

(c) Notify the Regional Director for the twenty-first Region, in writing, within twenty (20) days from the receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board—Series 5, as amended August 18, 1948, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file

with the Board, Rochambeau Building, Washington, 25, D. C., an original and six 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 rules upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46, 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 service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board, and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 18th day of April 1949.

DAVID LONDON,
Trial Examiner.

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist INTERNATIONAL LADIES' GARMENT WORKERS' UNION, A. F. of L., or any other labor organization, 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.

WE WILL OFFER to the employee named below immediate and full reinstatement to her former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make her whole for loss of pay suffered as a result of the discrimination.

Georgie Douglas

WE WILL MAKE WHOLE the following named employee for any loss of pay suffered by her as a result of the discrimination.

Georgie Douglas

All our employees are free to become or remain members of the above-named Union or any other labor organization. We will not discriminate in regard to hire and tenure of employment against any employee because of membership in or activity on behalf of any such labor organization.

PUNCH AND JUDY TOGS, INC. OF CALIFORNIA,

Employer.

By _____
(Representative) (Title)

Dated _____

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.