In the Matter of DAVID G. LEACH AND DOYLE H. WALLACE, D/B/A BROOKVILLE GLOVE COMPANY *and* IRENE V. SHINGLEDECKER MURPHY AND MARIE SECOSKY SETLOCK, INDIVIDUALS

Case No. 6–CA–53.—Decided August 29, 1949

DECISION

AND

ORDER

On January 19, 1949, Trial Examiner C. W. Whittemore 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.

The Board [1] has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.[2] The Board has considered the Intermediate Report, the Respondent's exceptions, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.[3]

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

[2] The Trial Examiner properly denied the Respondent's motion to dismiss the complaint on the ground that the complaint was not issued within 6 months after the alleged unfair labor practices. Section 10 (b) of the Act requires only that the charge upon which the complaint is based be filed with the Board and served upon the person against whom the charge is made within 6 months after the unfair labor practices. And we have held that this requirement is met where, as here, the charges upon which the complaint is based are filed and served within 6 months after August 22, 1947, the effective date of the amendments to the Act. *Matter of Itasca Cotton Manufacturing Company,* 79 N. L. R. B. 1442.

[3] In making his findings of fact on the business of the Respondent, the Trial Examiner inadvertently made certain minor errors which are corrected as follows: (a) During the year before the opening of the hearing the Respondent purchased for use at its Indiana plant raw and other materials valued at about $425,000 (rather than about $426,000); (b) During the same period the Respondent shipped to points outside the Commonwealth of Pennsylvania about 80 percent (rather than 88 percent) of the goods manufactured and sold by it during that period; and (c) The Respondent employs about 73 (rather than 75) persons at the plant involved.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, David G. Leach and Doyle H. Wallace, d/b/a Brookville Glove Company, Indiana, Pennsylvania, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in any labor organization of its employees by discriminating in any manner with regard to their hire and tenure of employment or any terms or conditions of their employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right 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 purposes of collective bargaining or other mutual aid or protection, and to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act, 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 Irene V. Shingledecker Murphy and Marie Secosky Setlock immediate and full reinstatement to their former positions, or to substantially equivalent positions, without prejudice to their seniority and other rights and privileges, and make them whole for any loss of pay they may have suffered by reason of the Respondent's discrimination against them, in the manner set forth in the Section of the Intermediate Report entitled "The remedy."[4]

(b) Post immediately at its plant in Indiana, Pennsylvania, copies of the notice attached hereto, marked "Appendix A."[5] Copies of said notice, to be furnished by the Regional Director for the Sixth Region, shall, after being duly signed by the Respondent or its representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for sixty (60) days thereafter in con-

[4] We find no merit in the Respondent's contention that back pay should be awarded only from the filing of the charges, in view of the fact that the charges were filed within a reasonable time after the discriminatory discharges (Murphy charge within 8 months and Setlock charge within 10 months). Cf. *Matter of Fort Worth Transit Co.*, 80 N. L. R. B. 1422 (15 months); *Matter of Eastern Coal Corp.*, 79 N. L. R. B. 1165 (17 months).

[5] In the event that this Order is enforced by a decree of a Court of Appeals there shall be inserted before the words: "A DECISION AND ORDER," the words: "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

spicuous 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 by any other material;

(c) Notify the Regional Director for the Sixth Region in writing, within ten (10) days from the receipt of this Order, what steps the Respondent has taken to comply herewith.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order 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, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the National Labor Relations Act.

WE WILL OFFER to Irene V. Shingledecker Murphy and Marie Secosky Setlock immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

All our employees are free to become or remain members of any labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any labor organization.

DAVID G. LEACH AND DOYLE H. WALLACE
D/B/A BROOKVILLE GLOVE COMPANY
Employer.

Dated ---------- By ----------
(Representative) (Title)

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

INTERMEDIATE REPORT

Mr. Erwin Lerten, for the General Counsel.

Mr. Frank G. Smith (*Smith, Main* and *Whitsett*), of Clearfield, Pa., for the Respondent.

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Irene V. Shingledecker Murphy and Marie Secosky Setlock, individuals, the General Counsel of the National Labor Relations Board,[1] by the Regional Director for the Sixth Region (Pittsburgh, Pennsylvania) issued his complaint, dated October 29, 1948, against David G. Leach and Doyle H. Wallace, d/b/a Brookville Glove Company, Brookville, Pennsylvania, 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/or 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act and/or the National Labor Relations Act as amended, 61 Stat. 136, herein called the Act.

With respect to the unfair labor practices, the complaint alleges in substance that the Respondent: (1) in March 1947 threatened to close its Indiana, Pennsylvania, plant if its employees joined a Union; (2) on March 20, 1947, discriminatorily discharged Irene V. Shingledecker Murphy and Marie Secosky Setlock, its employees, because they joined in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection, and in order to discourage membership in the United Construction Workers, District 50, U. M. W. A., herein called the Union, or in any labor organization of its employees; and (3) by these acts interfered with, restrained and coerced its employees in the exercise of rights guaranteed by Section 7 of the Act. Copies of the complaint, the charges, and a notice of hearing were duly served upon the Respondent, Murphy, and Setlock.

In its answer, duly filed, the Respondent denied: (1) that the Board had jurisdiction in the case, alleging that its business does not affect commerce within the meaning of the Act; and (2) that it had engaged in any of the unfair labor practices alleged in the complaint.

Pursuant to notice, a hearing was held on December 7 and 8, 1948, in Indiana, Pennsylvania, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented at and participated in the hearing. All parties were afforded opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues.

During the hearing a motion by the Respondent to dismiss the complaint was denied.[2] At the close of the hearing a joint motion by both counsel was granted

[1] The General Counsel and his representative at the hearing are herein referred to as the General Counsel, the National Labor Relations Board as the Board.

[2] The motion was grounded upon the claims: (1) that the alleged unfair labor practices occurred in March 1947, and that the complaint was not issued until October 1948; and (2) that the Act "provides the formal Complaint shall be issued within six months after the alleged offense." Neither the original nor the amended act so provides. It is probable that counsel for the Respondent intended to refer to certain provisions in the amended act relating to the filing of charges. As pointed out by the General Counsel, however, charges upon which the complaint was based were filed within 6 months after the effective date of the Act, August 22, 1947.

to conform the pleadings to the proof adduced in minor particulars, such as spelling, dates, etc. All parties waived oral argument. Although counsel were accorded an opportunity to file briefs and proposed findings with the Trial Examiner, none has been received.

Upon the entire record in the case, and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Brookville Glove Company is a partnership, composed of David G. Leach and Doyle H. Wallace, having its principal office and a plant located in Brookville, Pennsylvania, and another plant in Indiana, Pennsylvania. These proceedings are concerned only with operations at the latter plant.

The Respondent is engaged in the manufacture, sale, and distribution of work gloves. During the year before the opening of the hearing it purchased for use at its Indiana plant raw and other materials valued at about $426,000, of which about 99 percent was shipped to it from points outside the Commonwealth of Pennsylvania. During the same period it manufactured and sold at this plant finished work gloves valued at about $553,000, of which about 88 per cent was shipped to points outside the Commonwealth of Pennsylvania. It employs about 75 persons at this plant.

It is found, contrary to the position of the Respondent, that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

United Construction Workers, District 50, affiliated with United Mine Workers of America, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Background and the issues* [3]

The Indiana plant began operations in June 1946. Since its opening Vincent Halbert has been plant manager. Both Leach and Wallace, the owners, spend all but a small part of their time at the Brookville plant, leaving Halbert in sole charge of the Indiana operations. Halbert alone has authority at this plant to hire and fire.

At least during the time material to this case, it was the practice for employees to serve a training period of 16 weeks. Certain efficiency or production standards were set up in a progressive schedule, enabling management to compare actual production records with "expected production"[4] at different points during an employee's training period.

There is no evidence of efforts having been made among employees at the Indiana plant to form a labor organization until March 1947.

On March 18, an employee brought into the Indiana plant a newspaper clipping which revealed that the Respondent had increased wages at its Brookville plant substantially above the level at Indiana. The girls, disturbed by this news, discussed the subject at noon hour that day and the next. At lunch on March 19,

[3] Events described in this section are mainly undisputed. Unless otherwise noted, all occurred in 1947.

[4] Quotations are from Halbert's testimony.

about a dozen girls held an informal meeting, and decided to stage a walk-out demonstration that afternoon. Employee Murphy was selected to lead the demonstration. By prearrangement Murphy stood up at her machine that afternoon, and others followed to the adjoining stockroom. About a dozen girls gathered there while Halbert came up to them and demanded to know what the trouble was. Murphy, as spokesman, declared that they wanted the same wages as those at the Brookville plant. Halbert ordered the employees back to their machines and the power was cut off. For several minutes Halbert addressed the employees. Testimony is disputed as to the threatening nature of these remarks, and will be discussed in the next section.

Upon leaving the plant the same day, after work, Murphy and two or three other girls, including Marie Secosky (later married and hereinafter called Setlock) were approached at their nearby automobiles by a union representative, who gave them application cards for their own signature and for distribution among other girls. While the group talked with the union representative, Halbert and a floorlady came from the plant and walked by them.

Before work the next morning, March 20, Murphy and Setlock passed out a number of the union application cards to other employees in the plant. Soon after working hours began, Murphy and Setlock were called separately to Halbert's office and summarily discharged by him. Neither girl has been reinstated. As a witness Halbert admitted that he had refused to give either employee any reason for his action. The actual cause of the discharges and the evidence concerning them is in dispute, and form the major issues in the case.

B. *The discriminatory discharges, interference, restraint, and coercion*

It is not disputed that employees at the Indiana plant were upset by announcement of a wage increase at Brookville. Nor is there contradiction of the credible testimony of several witnesses for General Counsel that during the noon of March 19 they discussed among themselves and with a union representative the desirability of joining a labor organization and of making open protest against the difference in treatment as to wages at the Respondent's two plants.

Murphy led the work stoppage on March 19. When Halbert demanded of the girls grouped in the stockroom, why they had left their work, Murphy replied that they wanted a union and the same wages as announced for Brookville.[5] It is concluded and found that on that occasion Halbert was informed of the fact that the employees were engaging not only in concerted activities but also in union activities.

According to the testimony of four former employees,[6] Halbert ordered the girls back to their machines and told them, in substance:

> This is a hell of a thing you girls did. First of all, there will be no talk of unions. The Company feels that they treat the girls fair enough that they don't need a union and we are trying a new wage increase out at Brookville

[5] The finding rests upon the credible testimony of witnesses Murphy, Setlock, Ann Secosky, and Monrovich. Halbert denied generally that at any time was a union mentioned by him or by any of the girls, "in a group or otherwise." The Trial Examiner can place little reliance upon Halbert's recollection on this point. On direct examination he answered in the affirmative when asked if he investigated "then and there". . . "the cause of the commotion," when he found the girls grouped in the stockroom. He then merely replied in the affirmative to the following question: "Did you find the cause of the stoppage was the newspaper clipping about the Brookville plant . . . ." On cross-examination he denied that he asked these girls what the trouble was.

[6] Murphy, Monrovich, Setlock, and Ann Secosky.

> and if it works out we will bring it to Indiana. . . . I can fire every damn one of you girls and I can get a new bunch in and if not I can move the equipment out because it is a small plant.[7]

Murphy asked Halbert why the wage increase had not been tried out in the Indiana plant, and Halbert replied that if she did not like the way the plant was run she could leave.

Halbert admitted making a speech to the girls and telling Murphy that if dissatisfied she could leave, but denied making any reference to a union or threatening to move the machinery or close down the plant.

Halbert's denials were supported by a floorlady, an inspector, and a dispatcher.[8] The denials are unconvincing. All were elicited as negative answers to leading questions. Halbert's testimony with respect to the discharges is replete with self-contradictions and inconsistencies, as noted below. Having observed the demeanor of the opposing witnesses, while on the stand and in the hearing room, the Trial Examiner is convinced, and finds, that on March 19 Halbert: (1) in effect directed the employees to cease union and concerted activities, and (2) threatened that if such activity continued they would be discharged or the plant would be closed.[9]

Halbert's own testimony makes plain the fact that he was aware, during the afternoon of March 19, of Murphy's leadership in the employees' concerted activities. He admitted that she was the only spokesman for the girls, and that he warned her she could leave if dissatisfied. He admitted that he gave her no explanation for discharging her the next morning. And he did not dispute the credible testimony of her husband to the effect that shortly after the discharge, upon his inquiry, Halbert had told him that she was a "trouble-maker."

At the hearing, however, Halbert claimed that her "absenteeism" was the sole reason for her discharge. As support for his claim, counsel for the Respondent introduced into evidence Murphy's attendance record from the time of her employment in June 1946 until her dismissal. It shows that in February 1947 she was absent a total of 11 days, but that in March the *only* day of absence was on Saturday, about 2 weeks before her discharge.

Murphy's testimony is undisputed (indeed in major respects fully corroborated by Halbert) that she was absent for a full week in the last part of February to care for her mother, who was ill. During this absence she sent in word to him, by another employee, that she would not be returning to work. Halbert promptly telephoned to her, told her that she was one of the "best girls" at the plant, said that he did not want her to quit, and urged her to return to work the following Monday. She yielded to his persuasion. These uncontested facts make it clear, and the Trial Examiner finds, that whatever her attendance record may have been *before* the first of March, Halbert had not considered them to be serious. In effect, he fully and openly condoned it, by urging her to return to work. She was not absent at all during the last 2 weeks of her employment; her clear record in that period thus deprives the Respondent of any support for its actual

[7] The quotation is from Ann Secosky's testimony.

[8] Allshouse, Stineman, and Tuify, respectively.

[9] The Respondent claims in its answer that even if Halbert made such remarks and threats he was without authority to make or to effectuate them. The testimony of all management witnesses establishes, however, that Halbert had sole authority to hire and discharge at the Indiana plant. Employees reasonably looked to Halbert for the expression of management policies. Absent disavowal by Leach and Wallace, Halbert's statements to employees possessed the full weight of company dictum.

claim that absenteeism caused her discharge or any implied claim that she was likely to resume a former practice.

The Trial Examiner concludes and finds that there is no merit in the Respondent's position as to Murphy. On the contrary, the circumstances surrounding Halbert's sudden action in discharging her, and in refusing to give her any explanation, so soon after making a personal effort to get her back to work, lead unescapably to the conclusion, and the Trial Examiner finds, that the real reason for her dismissal was Halbert's resentment toward her for her leadership in the concerted activity of the preceding day, and further that his action was taken for the purpose of discouraging, in its initial stages, the forming of a labor organization. Although there is no direct showing that Halbert knew, at that time, the precise name of the labor organization involved, the evidence reveals only the Union as then active in organizing at the plant. Credible evidence establishes that the discharge of Murphy and Setlock effectively discouraged further organizational efforts.

As to Setlock, it is Halbert's claim that she was discharged because, as a trainee, her work was unsatisfactory. Had this in fact been the reason of his action, no reasonable explanation was offered as to why he refused to so inform her. His refusal supports a reasonable inference that her work was not the actual cause.

Certain records were produced at the hearing by Halbert to show that Setlock's efficiency was below the arbitrary standard set up by management. The Trial Examiner is convinced and finds that such records establish this general fact. Other company records, however, as well as Halbert's testimony, also establish that during the period of Setlock's employment, *none* of the girls similarly in training succeeded in meeting production standards.[10] Since all girls then in training failed in the same respect and even if Halbert's claim as to Setlock's dismissal were accepted at face value, it would follow that for some other reason he discriminated in selecting her alone for discharge.

Apparently recognizing the obvious anomaly of his position, Halbert claimed further that in addition to Setlock's low production record, she made an excessive number of defective gloves. On this point, Halbert's claim is supported by the oral testimony of the floorlady and an inspector, and is contradicted by Setlock and Monrovich, the latter a girl who was on the same training "team" as Setlock. Since no records were produced by management to corroborate its position, the conflict in oral testimony can only be resolved by determining the relative credibility of the opposing witnesses.

It appears that during the material period Setlock, Monrovich, and another girl constituted one of several "teams" of three girls. Each girl performed regularly a single operation. The product of their combined work went to inspectors, and each girl on a team received equal credit, for pay and other purposes, for the work jointly performed. If defects were found, the gloves were returned to the team and, according to Halbert, members of a team shared in the repairs. Also according to Halbert, in order to discourage bad work, and to find out which of the three on a team might be responsible for a "particular type of defect," a procedure called a "check box" was followed "at times." The check box procedure was simply asking one girl on a team to perform all operations on a full box of gloves, which then went on to the inspector, bearing a card to identify the worker.

[10] At first Halbert asserted that "some" of the girls did meet the production standards during this period. When confronted with his own records, however, and asked to name one, he finally admitted that none had met the requirements.

Halbert also said that "at various times" Setlock was thus checked, and that an "excessive amount of holes in her work" were found. He then stated:

> I felt that the situation had reached a point where we were getting *so many defective gloves from our manufacture that we were losing more money on that than we were getting out of the production* and the check boxes seemed to *indicate it was directly traceable to her or a large part of it* . . . and I felt that we should start to try and remedy that situation, because we were losing out on it. [Emphasis supplied.]

Halbert's claim that the Respondent was losing money because 1 girl in 75 was turning out defective work depicts a situation which, in the absence of supporting records, defies reasonable belief. So serious a financial predicament facing a manufacturing concern, admittedly selling products valued at more than $500,000 a year, surely would have been recorded, if it had actually existed. Furthermore, it is reasonable to suppose, if a fact, that one or the other of the owners of the business would have been aware of the precarious condition of their property and of the identity of the employee responsible for it. Both testified, but neither referred to this subject in any respect. Although Doyle Wallace testified that he had made occasional time studies at the Indiana plant, and had made them of Setlock's work as he had of other, he said that he had none relating to her even "in mind," and none on any one which had been retained in record form.

Halbert's testimony thus has no corroboration but the oral claims of two subordinates, the floorlady and an inspector, each a minor supervisor. Allshouse, the floorlady, claimed that she had Setlock run one or two check boxes each day, thoughout the month of March, and that "every one of them was bad." Stineman, an inspector, testified that "it was just like Miss Allshouse said," and that Setlock's gloves had an unusually large number of holes in them. The Trial Examiner can place no reliance upon the exaggerated testimony of Allshouse and Stineman. According to her own testimony, Stineman's previous friendship with Murphy had been broken since the latter's discharge. She at first denied and then admitted that she knew of union activity at the plant before March 20.

Setlock's testimony is undisputed: (1) that about a month before her discharge Halbert told her that her work was "all right," and (2) that she had never been warned that she might be discharged. These facts, and Halbert's refusal to give her any reason for dismissal on March 20, add to the discredit upon Halbert's claim that poor work caused her discharge.

On the contrary, the Trial Examiner is convinced that Halbert learned of Setlock's activity in distributing union cards in the plant on the morning of March 20, either through personal observation, or through Stineman, the inspector. Stineman had been with Setlock and Murphy, the evening before, in their conference with the union representative. Together with other inspectors, she had been at a meeting with Halbert immediately before Setlock was called in by him and discharged. Setlock also was with Murphy and a few others in the storeroom when approached by Halbert.

It is found, as in the case of Murphy, that the real reason for Setlock's dismissal was her activity on behalf of the Union and her participation in the demonstration of March 19.

In summary, it is found that the Respondent, by the discriminatory discharges of Murphy and Setlock, and by Halbert's direction that there was to be no union talk in the plant and threats to fire employees or close the plant, interfered

with, restrained, and coerced its 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 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, to the extent that they have been found to be unfair labor practices, 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 Trial Examiner will recommend that it be ordered to cease and desist therefrom and take certain affirmative action which, it is found, will effectuate the policies of the Act.

It has been found that the Respondent discriminated against Murphy and Setlock. It will therefore be recommended that the Respondent offer them immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and that the Respondent make them whole for any loss of pay they may have suffered by reason of the discrimination against them, by payment to each of them of a sum of money equivalent to that which she would have earned as wages from the date of her termination to the date or offer of reinstatement, less her net earnings during said period.

Since discrimination such as was engaged in by the Respondent strikes at the roots of employee rights safeguarded by the Act, is one of the most effective forms of intimidation, and discloses a propensity on the Respondent's part to continue to defeat self-organization, the Trial Examiner is persuaded that the unfair labor practices committed are related to other unfair labor practices proscribed, and that danger of their commission in the future is to be anticipated from the Respondent's conduct in the past. It will therefore be recommended that the Respondent cease and desist from in any manner interfering with, restraining, or coercing its employees in their right to self-organization.

Upon the basis of the above findings of fact, and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. United Construction Workers, District 50, UMWA, 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 Irene V. Shingledecker Murphy and Marie Secosky Setlock, thereby discouraging membership in labor organizations, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act before amendment and of Section 8 (a) (3) of the Act as amended.

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 (1) of the Act before amendment and of Section 8 (a) (1) of the Act as amended.

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

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, it is recommended that David G. Leach and Doyle H. Wallace, d/b/a Brookville Glove Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in United Construction Workers, District 50, UMWA, or any other labor organization of its employees, by in any manner discriminating in regard to their hire and tenure of employment or any terms or conditions of employment.

(b) Interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to join or assist United Construction Workers, District 50, UMWA, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which, it is found, will effectuate the policies of the Act:

(a) Offer to Irene V. Shingledecker Murphy and Marie Secosky Setlock immediate and full reinstatement to their former positions, or to substantially equivalent positions, without prejudice to their seniority and other rights and privileges, and make them whole for any loss of pay they may have suffered by reason of the Respondent's discrimination against them, in the manner provided herein in the section entitled "The remedy";

(b) Post immediately at its plant in Indiana, Pennsylvania, copies of the notice attached hereto, marked "Appendix." Copies of such notice, to be furnished by the Regional Director for the Sixth Region, shall, after being duly signed by the Respondent or its representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for sixty (60) 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 by any other material;

(c) Notify the Regional Director for the Sixth Region in writing within ten (10) days from the receipt of this Intermediate Report what steps the Respondent has taken to comply therewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the Respondent notifies the 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 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 rulings 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 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 19th day of January 1949.

C. W. WHITTEMORE,
Trial Examiner.

APPENDIX A

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, as amended, we hereby notify our employees that:

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Construction Workers, District 50, UMWA, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection.

WE WILL OFFER to Irene V. Shingledecker Murphy and Marie Secosky Setlock immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

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 or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

DAVID G. LEACH AND DOYLE H. WALLACE
D/B/A BROOKVILLE GLOVE COMPANY
Employer.

Dated: _____ By _____
(Representative) (Title)

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