

In the Matter of PARKERS PRAIRIE COOPERATIVE CREAMERY ASSOCIATION  
and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL UNION #329

*Case No. 18-C-1084 —Decided June 22, 1945*

*Mr. William J. Scott, for the Board.*

*Dell and Rosengren, by Mr. Roger L. Dell, of Fergus Falls, Minn., for  
the respondent.*

*Mr. Thomas A. Ricci, of counsel to the Board.*

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon an amended charge filed on October 11, 1944, by International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local Union #329, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued its complaint dated October 13, 1944, against Parkers Prairie Cooperative Creamery Association, 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 together with notice of hearing thereon were duly served upon the Union and the respondent.

With respect to the unfair labor practices, the complaint alleged in substance that the respondent . (1) on or about August 31, 1944, discharged and has since refused to reinstate Glen Angell and Arthur Christensen for the reason that each of them joined or assisted the Union and engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection; (2) from on or about August 1, 1944, warned and discouraged its employees against affiliation

with or activities on behalf of the Union, questioned its employees about their union activities, and made disparaging and derogatory remarks about the Union, and (3) by the acts and statements described above, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Thereafter the respondent filed an unverified answer, dated October 23, 1944, admitting the discharges of and refusal to reinstate Angell and Christensen but alleging that they were released for improperly performing their duties as employees, creating dissension among their fellow workers, improperly conducting themselves towards the respondent's patrons, officers, and directors, and interfering with the welfare and progress of the business.

Pursuant to notice, a hearing was held on October 26, 27, and 28, 1944, at Parkers Prairie, Minnesota, before J. J. Fitzpatrick, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel; the Union did not appear. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. At the close of the hearing, all parties stipulated that the pleadings be amended to conform to the proof as to names, dates, and other formal matters. During the course of the hearing, the Trial Examiner made rulings on motions and objections to the admission of evidence. After the hearing, upon his own motion, the Trial Examiner ordered certain corrections made in the transcript of the record. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed.

On December 8, 1944, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the parties, finding that the respondent had engaged in and was engaging in the unfair labor practices alleged in the complaint and recommending that it cease and desist therefrom and take certain affirmative action. Thereafter, on December 29, 1944, the respondent filed exceptions to the Intermediate Report and a supporting brief. The Union has not filed any exceptions. Oral argument before the Board was not requested, and none was held.

The Board has considered the Intermediate Report, the respondent's exceptions and brief, and the entire record in the case, and finds the exceptions to be without merit insofar as they are inconsistent with the findings, conclusions, and order hereinafter set forth.

Upon the entire record in the case, the Board makes the following:

#### FINDINGS OF FACT

##### I THE BUSINESS OF THE RESPONDENT

Parkers Prairie Cooperative Creamery Association is a Minnesota cor-

poration with its office and place of business at Parkers Prairie, Minnesota. It is engaged principally in the manufacture and sale of butter, but also operates a meat processing and locker service. In the year 1943, it purchased cream and other material of the value of \$480,484, all within the State, and purchased manufacturing equipment of the value of \$5,000, all of which originated outside the State of Minnesota. During the same period, it sold butter of the value of \$523,620.74, the amount thereof shipped outside the State being valued at \$474,786.<sup>1</sup>

## II. THE LABOR ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local Union #329, is a labor organization, affiliated with the American Federation of Labor, admitting to membership employees of the respondent.

## III. THE UNFAIR LABOR PRACTICES

### A. Introduction

The respondent's business is located in the inland village of Parkers Prairie. In addition to the creamery proper where it normally employs eight workers including a foreman, it operates a locker department, where meat is butchered and stored, employing four men. It also operates three trucks which haul cream cans,<sup>2</sup> and employs two bookkeepers in the office.<sup>3</sup> A. R. Erickson manages the plant and carries out policies established by a Board of Directors, consisting of the respondent's three officers and four other stockholders, all farmers living adjacent to Parkers Prairie.<sup>4</sup> During Erickson's temporary absence, the creamery proper, which was the principal business of the respondent, was run by Ed Swantz, the churnman, who also is referred to sometimes in the record as foreman, although he had no authority to hire or discharge. Swantz had been in the creamery 15 or 16 years and was the oldest employee in point of service. Next to him in length of service was Arthur Christensen, who, with Glen and Vaughn Angell, also employees of many years' standing, tested, weighed, and graded the cream brought to the creamery by the respondent's trucks and by farmer patrons.<sup>5</sup>

<sup>1</sup> The above findings are based upon admissions in the respondent's answer to the Board's complaint and a stipulation between counsel for the respondent and the Board.

<sup>2</sup> Many of the farmer patrons, however, made it a practice to bring their cream to the creamery, as will hereinafter appear.

<sup>3</sup> At the time of the hearing there were also four part-time employees in the creamery who packaged the butter.

<sup>4</sup> The three officers are William E. Wilke, president, John Meyers, vice president; and Emil R. Block, secretary-treasurer. The Board of Directors met regularly on the 15th of each month to transact business. Not more than two or three times a year, special sessions were held to pass on some emergency matter. Aside from these meetings, none of the officers or directors took an active part in the management of the business.

<sup>5</sup> When not testing, etc., Christensen and the other two named employees also did general creamery work.

*B. Organization of the Union*

Up to the summer of 1944, there had been no collective activity among the respondent's employees. However, about the first of August of that year, the employees in the creamery began discussing among themselves the advantages of having a union to represent them in bargaining with the respondent relative to wages and working conditions. About the middle of the month, Glen Angell, after discussing the matter with Christensen, wrote a letter, relative to organizing the creamery, to Local Union #471 of International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America at Minneapolis, Minnesota. This letter was referred to the Teamsters' Local 329 at St. Cloud, Minnesota, and, after additional correspondence, two representatives of the Union came to Parkers Prairie on August 23, and a union organizational meeting was held that evening in a room in the village hall arranged for by Christensen. The union representatives explained the general purposes of a union and how contracts were negotiated. Seven creamery employees who attended, including Christensen and Glen Angell,<sup>6</sup> signed union authorization cards, and it was agreed that another meeting would be held on the evening of August 30. The union representatives then returned to St. Cloud, after leaving additional blank authorization cards with Christensen and Angell. During the intervening week, Angell secured the signature of another employee, and Angell and Christensen, during working hours, went to the office and copied the current creamery pay roll for use in drafting a proposed contract at the coming union meeting.<sup>7</sup>

On the morning of August 30, Erickson left Parkers Prairie on his vacation, leaving Swantz in charge of the creamery. That afternoon, Christensen told Swantz about the proposed union meeting and solicited his signature card, invited him to the meeting, and suggested that the meeting be held in the respondent's office. Swantz refused to sign a card or attend the meeting, and was non-committal about the employees meeting in the respondent's office. There apparently was some objection on the part of the respondent's two women bookkeepers to holding the meeting in the office. Late that afternoon, Swantz drove to the farm home of President Wilke and told him that the creamery employees proposed to hold a union meeting that night in the respondent's office.<sup>8</sup> Although Swantz was told by Wilke that he would not prevent the employees from so using the office, nothing further was said to the employees about it and the union meeting was again held in the village hall. It was attended by Christensen and

<sup>6</sup> Hereinafter Glen Angell will be referred to as Angell. His brother, Vaughn Angell, will be referred to by his full name.

<sup>7</sup> This visit to the office was apparently made while Erickson was temporarily away from the plant.

<sup>8</sup> At that time Swantz also registered with Wilke a complaint involving Angell's alleged failure to cooperate with Swantz on one occasion during the prior week, more fully discussed hereinafter.

Angell, the six employees who had signed cards, and by a union representative from St. Cloud. A rough draft of a proposed contract with the respondent was prepared and, after the meeting closed, it was taken by the union representative to St. Cloud to be typed in final form.

*C The discharges, interference, restraint, and coercion*

On the next afternoon, starting at 3 o'clock, the respondent's Board of Directors met in the office in a special session called by President Wilke.<sup>9</sup> The minutes of Secretary-Treasurer Block show that the following took place:

This special Board meeting, which was called for the purpose of discussing the labor problem, meeting called to order by President William E. Wilke.

All members were present. Meyers moved and Johnson seconded that Art Christensen and Glen Angell be discharged from employment at the creamery. Motion carried.

The above action was taken after deliberating the complaints that these men were creating strife among the employees and as a result were neglecting their duties.

The Board then called in, separately, Christiansen and Angell and notified them that they were discharged, effective immediately. Each of the other creamery employees was then called to the respondent's office and, after being told of the discharges, was asked whether he desired to continue to work for the respondent.<sup>10</sup> All the employees who were thus questioned agreed to remain, except Cleve Olbekson who told the Board of Directors that he would leave with the two who had been discharged as he had an "agreement" with the other employees.<sup>11</sup>

There is some dispute as to what was said by the directors not only to Christensen and Angell, but also to the other regular employees when they were interviewed. As to his interview, Christensen testified as follows:

Well, as soon as I got into the office Mr. Wilke told me, "You are fired," and I asked the reason why "Well," he said, because, "You signed up with the Union, and you are one of the ringleaders," and Mr. Wilke said, "Why didn't you come to us with your problems instead of the Union?" Well, I stated that I was not signing up with the Union

<sup>9</sup> After Swantz's visit Wilke was visited on the same evening by Vice-President Meyers and Director August M. Johnson who reported that the father of one of the bookkeepers had complained that the office force had been kept late due to the failure of the testers, graders, and weighers to get their daily reports into the office for completion of the records. The other directors were then consulted and the special meeting was arranged for the following day, August 31.

<sup>10</sup> All except Foreman Swantz. He was called in and merely notified of the discharges.

<sup>11</sup> Olbekson later talked to Wilke and agreed to remain on the job.

with the intention of getting a large increase in pay but merely for protection in the future.

\* \* \* \* \*

Mr. Downing accused me of going to the Twin Cities to contact the Union, and I stated that my wife and I merely went down on a shopping trip—that I never went near any Union representative and furthermore we were dealing with the Union representatives of St. Cloud.

\* \* \* \* \*

Q. I would like to ask you if while you were at the meeting you said anything about the Union taking up your case?

A. Yes, I think I did. I am quite sure I mentioned that the Union would take care of this—for you have no right to fire me for signing up with the Union.

Before being called before the Board of Directors, Angell had been told by Christensen that he had been fired for union activities. Relative to his interview with the Board of Directors, Angell testified:

After I got into the office Mr. Wilke said, "Well, we will have to fire you, Glen." I said, "If you are going to fire me you will have to fire me," and Mr. Block said, "We don't want the Union here, and you are supposed to be one of the leaders of it."

\* \* \* \* \*

Q. Do you recall anything else that was said in there at this time?

A. I asked the reason for firing me. They said for joining the Union ———.

Four other creamery employees,<sup>12</sup> Vaughn Angell, Cleve Olbekson, August Henn, and Lehart Swenson, testified as to their individual interviews. In addition to being told about the discharges and questioned as to whether they desired to continue working, two of them, Vaughn Angell and Lehart Swenson, testified that they were also asked by President Wilke or by one of the other directors whether they had signed a union card, and that they reported in the affirmative. Vaughn Angell testified that he was told by the directors that Christensen and Angell were discharged because they were ringleaders in the Union, and that he was asked whether the employees could not do better with the respondent than with the Union.<sup>13</sup> Olbekson also testified that one of the directors<sup>14</sup> said that "if the Union comes in the oper-

<sup>12</sup> The fifth creamery employee, Marvin Simonson, did not work on August 31, 1944.

<sup>13</sup> Vaughn testified that he thought it was Wilke who asked if the employees could not do better without the Union.

<sup>14</sup> Olbekson was unable to state which director made this statement, but testified that Wilke did most of the talking.

ators won't have anything to say,—that the Union would run the place and they didn't want the Union in." August Heinn testified that, as he was leaving after his interview, Vice-President Meyers said, "I hate to have somebody come in here and tell us what to do"

President Wilke testified that, after he had told Christensen that he was discharged, Christensen said, "I guess you jumped on the wrong man— You will have somebody else to deal with"; that seven employees would leave with him; and, that Angell wanted to know why he was being discharged and that he (Wilke) told Angell that it was for "misbehaviour." Wilke denied that either Christensen or Angell were accused of being ring-leaders by any of the directors or that anything was said relative to the Union during any of the interviews. Wilke and Vice-President Meyers testified, as did the other directors, Christensen, when advised of his discharge, neither asked nor was told by anyone the reason for his discharge. Vice-President Meyers denied the statements attributed to him by Heinn. Secretary-Treasurer Block testified that, when Angell was told that he was discharged for misbehaviour, nothing else was said and that Angell left. Downing did not specifically deny accusing Christensen of interviewing union representatives in the Twin Cities, but corroborated the other directors generally as to what was said.

As it is the respondent's contention that Christensen was discharged because of long standing complaints as to his abuse of patrons and customers of the respondent and because of inability to get along with other employees, and that Angell was discharged because of non-cooperativeness and unreliability, an examination of the records of the two employees and of the complaints that had come to the respondent relative thereto prior to the discharges is hereinafter set forth in order to appraise and evaluate properly the conflicting testimony above.

#### 1. *Christenson's work record*

Christensen came to the respondent in February 1932, at a wage of \$80 a month as a tester, grader, and weigher, and continued to do the same type of work to the date of his discharge. His work brought him in direct contact with farmer patrons who brought their cream to the plant. The record shows that once in each of the years 1934, 1939 or 1940, and 1941, and five times in the early part of 1944, it was brought to the attention of management that Christensen was somewhat impolitic in dealing with these patrons. In 1934, a patron, Gus Gadow, brought in some cream, presumably after the deadline,<sup>16</sup> and Christensen said to him, "The devil with you farmers. You sleep to long." As a result, Gadow did not patronize the creamery for a week and only came back after being solicited by the then manager who

<sup>16</sup> The respondent's rule was that cream should be delivered to the creamery before 12 30 p m on Saturdays, and before 2 p m on week days

promised that nobody would "boss" him in the future. In 1939 or 1940, Christensen criticized patrons Fred Ost and one Clater for blocking a driveway used by patrons. In 1941, on a visit to the creamery, patron and customer Erick Schultz delivered his cream but forgot to take some butter that he had ordered. When he returned for the butter, which had been left in a small box outside the creamery, it could not be found. When he asked Christensen about the butter, he said, "Why in the hell don't you take care of your butter. We can't be responsible for your damn butter. After we shove it out it is your butter." Schultz assured Christensen that all he wanted was 2 more pounds of butter, and secured it. On a week day in February 1944, Clarence Raap brought in some cream about noon. Christensen damaged the cans while dumping them into the weighing tank and said to Raap, "God damn it, why in the hell don't you farmers get up in the morning and get your cream here." That same spring, Erick Schultz had a can of cream on the conveyor. A number of other cans were behind it and somehow caused Schultz's can to spill as it was being dumped. Christensen thought that Schultz was pushing the cans and asked him to stop. Schultz denied the accusation and the two had an argument. Mrs. Viola Malmgren took some cream to the creamery that spring. She requested Christensen to take it out of the car for her. He did so but remarked, "Well, I guess the women will have to quit hauling the cream. We can't be bothered here." On one occasion, in June of that year, Elmer Ost brought his cream in after the deadline and put it on the conveyor. Christensen insisted that Ost carry his cream the rest of the way to the receiving platform, saying, "For God's sake, hurry up." During the same month, Irvin Kalpen brought in some cream. The conveyor was fully loaded with cans belonging to patrons who preceded him. Kalpen did not want to wait and, at the suggestion of Otto Quitmeyer, one of the respondent's truck drivers, Kalpen carried his cream past the cans on the conveyor and put it on the receiving platform. Christensen said to Kalpen, "God damn it, take your can back where it belongs", but Christensen accepted the can where it then was.<sup>19</sup>

Christensen got along well with the group of employees who worked in the creamery at the time of the discharges. George Pfeffer, who had worked for the respondent 15 years, quit his job in February 1944. Although he testified that he could not get along with Christensen because he was inquisitive as to Pfeffer's earnings and tried to tell him what to do, he admitted that, when he quit, he did not give this as his reason. Henry Erlandson, who was employed on April 10, 1944, for general creamery work and as a helper in testing and who left in July, testified that Christensen became angry and sarcastic as to Erlandson's methods of doing the work, but admitted that he left the respondent's employment mainly on

<sup>19</sup> Aside from Schultz, as related above, there was only one complaint about Christensen from a customer. In early 1944, Wilke was told by Fred Brockopp that a few days before, when he had been in the plant to purchase some butter, he had to wait 5 or 10 minutes because Christensen and employee George Pfeffer were engaged in an argument.

account of his health.<sup>17</sup> Roy Nack, employed in July 1943, to assist Christensen as well as to do other work, quit in November of that year to work on a farm. One day while Nack was engaged in marking the weight of cream as Christensen called it out, Christensen dumped a can of cream in the vat without calling the weight and criticized Nack in profane language for missing the weight. On another occasion, Christensen criticized Nack for getting the wrong customer's name on a sales slip. Most of the time, when taking in cream, Nack was on edge due to his unfamiliarity with the respondent's system of keeping records and because of Christensen's critical attitude. Nack did not leave because of Christensen but did so because he was needed on the farm.

The quality of Christensen's work was good. He shared in a number of general pay increases and, at the time of his discharge, was regularly receiving \$74.24 every 2 weeks. Prior to his discharge, he was never at any time criticized by management for his shortcomings.

## 2. *Glen Angell's work record*

Glen Angell came to the respondent in July 1937 at a wage of \$60 a month. He operated a buttermilk drier and also attended a furnace until February 1944, when he was put in the receiving room where Christensen and others worked. In the summer of 1943, Angell found that it was necessary for him to go to Minneapolis. He tried to reach Manager Erickson on the night before he left, but Erickson was away. Angell then telephoned Swantz and told him about the proposed trip. Swantz told Angell in effect that if he had to go, the respondent would try to get along without him. He was away 2 days, nothing was said about it to him by management on his return. Erickson testified that Angell was a good worker, except that he did not always cooperate in the necessary general work after he had been transferred in February. The only evidence offered in support of this generalization was the testimony of Swantz, referred to above, that, a week before the discharges, he requested Angell to help pack butter, but that instead, Angell sent another man who was inexperienced in that work. Swantz admitted in his testimony that he did not know what Angell was doing at the time. Angell testified that he had no recollection of the occurrence.<sup>18</sup> Angell has never been criticized by management for his work. He also shared in general pay raises.<sup>19</sup>

<sup>17</sup> The above testimony of Pfeffer and Erlandson, which is undenied, is credited.

<sup>18</sup> Wilke testified that he was told by Swantz on August 30 that both Angell and Christensen had refused to pack butter on this occasion. We find it unnecessary to determine whether Angell was derelict in the performance of his duty a week before his discharge, as claimed by Swantz, in view of our decision hereinafter that the respondent was not motivated by the alleged incident in discharging Angell or Christensen. It is clear, however, and we find, that Christensen was not involved in the alleged butter incident.

<sup>19</sup> Angell testified that, at the time of his discharge, he was regularly receiving \$69.18 for 2 weeks' work. Manager Erickson testified that, in August 1944, Angell was earning an average bi-weekly wage of \$74.24. In view of this conflicting testimony, we shall leave the amount of Angell's earnings to be determined in the compliance stage of the case.

Neither Christensen nor Angell has been offered reinstatement. Erickson and members of the Board of Directors testified that, early in 1943, because of complaints as to Christensen and Angell, the Board of Directors discussed the matter of releasing them, that, pursuant to their instructions, Erickson hired Roy Nack in the summer of 1943 for the purpose of training him to replace Christensen, but that after a few months, Nack had to leave to go on his father's farm, that since then Erickson has been on the lookout for men to replace Christensen and Angell, but that he has been unable to get anyone because of the manpower shortage. However, the respondent made no showing that it had any replacement for Christensen or Angell at the time of their discharge, or that the manpower shortage was any less critical at that time.

#### D. *Conclusions*

##### 1. *As to the work records*

As the record of Angell's work above discussed clearly shows, such criticism as developed was inconsequential and never brought to his attention prior to the discharge. In Christensen's case, the criticism of his treatment of the patrons and controversies with former employees have more substance, but they in turn were never brought to his attention by management. Moreover, they appear to have been grounded on Christensen's zeal to get the work out and the respondent lost no appreciable business as a result. Furthermore, the respondent's contention that it had contemplated Christensen's release since 1943 is considerably weakened by the admitted fact that, in the late winter of 1943-1944, Erickson was told by Christensen that he had an offer of a better paying job; that, at that time, Christensen demanded an increase in wages; and that, partly as a result of this demand, Christensen and the other employees later secured an increase in pay. The record indicates that, for some years prior to his discharge, Christensen, and to a lesser extent Angell, were dissatisfied with wages; and discussions by both of them relative to increases as well as requests therefor came to the attention of the respondent. Swantz, the temporary foreman, testified, "He [Christensen] was always kicking and complaining . . . he was complaining about the pay." Vice-President Meyers testified that about 5 years ago, Angell "came in there [a director's meeting] and brought up the matter of wages which was discussed at some length, granting him a wage increase, and after he left the room there was a general discussion among the members of the Board that rather than raise the wages we should have discharged him." Director Hulstrand, speaking of Christensen, testified, "Oh, he was always dissatisfied about wages and everything." Like the Trial Examiner, we are convinced and find that any discussion by the respondent's Board of Directors, prior to August 31, 1944, relative to obtaining replacements for Christensen and Angell was founded on dissatisfaction with their wage demands rather than concern about their work.

*2. As to the unfair labor practices*

The special meeting of the Board of Directors on August 31, 1944, was called by the president in the absence of the manager for the specific purpose of discharging Christensen and Angell. The Board of Directors had never before so proceeded even in a regular meeting, in the absence of the manager. No sudden emergency had arisen as to the work of either of these employees.<sup>20</sup> The only emergency that had arisen was the activity of the employees in organizing a union. The Board of Directors was concerned about a union coming into the plant and securing a contract, especially if that involved a wage increase,<sup>21</sup> and took effective action to end the movement.

We therefore find, as did the Trial Examiner, that the events in the meeting of the Board of Directors on August 31 occurred substantially as testified to by Christensen and Angell; that, thereafter, the Board of Directors, impelled, in part, by Christensen's statement that seven other employees would leave their jobs because of his discharge, called in all other employees then working and suspected of having joined the Union, notified them of the discharges, inquired if they were members of the Union and then asked them if they desired to work or quit; that, during the course of the interviews, certain of the employees were told that the respondent did not want the Union, and that, if the Union got in, it would try to run the plant. This finding is buttressed by events that took place after the discharges. On September 1, 1944, the day following the discharges, Christensen interviewed a number of the directors individually, including Wilke and Downing, in an effort to have the Board of Directors reconsider its discharge action. We credit Christensen's testimony, although denied by Wilke, that he was told by Wilke on that occasion that he had no objection to the Union but that he did not want the Union in the plant as it would work a hardship on farmer patrons. Christensen also credibly testified, and we find, that he was told by Director Downing that he would do nothing about the discharge; that Christensen was one of the ringleaders;

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<sup>20</sup> Indeed, August 30 was an off day for Angell and he did not appear at the respondent's premises that day except for a short time to obtain some meat and personal clothing from his locker. Wilke testified that the meeting was called after he heard from Swantz that Angell and Christensen had refused to assist in "digging out butter" and because of a second- or third-hand complaint of one of the bookkeepers that she was late in her work on August 30 because the records from the receiving room were not brought to the office on time. As heretofore found, the butter incident allegedly happened a week before the discharges. Furthermore, neither incident was important and, at most, warranted a reprimand or warning, not an immediate resolution for discharge by the Board of Directors in special session.

<sup>21</sup> Director Oscar Hulstrand testified on cross-examination that he told some farmers that if the "Union came in the farmers would get less for the butterfat" and "it might get so if the Union would be running it." In view of our other findings herein, we find it unnecessary to determine whether Hulstrand's statements to the farmers violated Section 8 (1) of the Act. However, they are indicative of the respondent's attitude toward the Union.

and that the respondent did not want the Union.<sup>22</sup> When Erickson heard about the discharges, he cut short his vacation and returned to Parkers Prairie. On his arrival, he stated to some of the employees that, in his opinion, if he had been present, Christensen and Angell would not have been discharged, and that the action of the Board of Directors had "kind of wrecked" his crew.

We find, as did the Trial Examiner, that, by discharging Arthur Christensen and Glen Angell on August 31, 1944, the respondent discriminated in regard to hire and tenure of employment, thereby discouraging membership in the Union and interfering with, restraining, and coercing the employees in the exercise of the rights guaranteed in Section 7 of the Act.

We also find, as did the Trial Examiner, that, by the questioning of Vaughn Angell and Lehart Swenson as to their union membership, and by the anti-union statements of President Wilke, Vice-President Meyers, Secretary Block, and Director Downing at the special meeting of the respondent's Board of Directors on August 31, 1944, and of Wilke and Downing to Christensen on September 1, 1944, as hereinabove set forth, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of 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 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, we shall order that it cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

We have found that the respondent discriminated in the hire and tenure of employment of Arthur Christensen and Glen Angell for the reason that they joined and assisted a labor organization and engaged in concerted activities for the purposes of collective bargaining and other mutual aid and protection. We shall order that the respondent offer to Christensen and Angell immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights or privileges; and that the respondent make them whole for any loss of pay that they may have suffered by reason of the respondent's discriminatory action, by payment to each of them of a sum of money equal to the amount

<sup>22</sup> Downing testified that during the interview they talked about the Union; that he told Christensen that it was all right if he wanted to join a Union; that he accused Christensen of being a ringleader in "stirring up trouble among the employees."

that he normally would have earned as wages during the period from August 31, 1944, the date of the discharges, to the date of the offer of reinstatement, less his net earnings<sup>23</sup> during said period.

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

#### CONCLUSIONS OF LAW

1. International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local Union #329, affiliated with the American Federation of Labor, is a labor organization within the meaning of Section 2 (5) of the Act.

2. 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

3. By discriminating in regard to the hire or tenure of employment of Arthur Christensen and Glen Angell, thereby discouraging membership in International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union #329, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) 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

#### ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and 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, Parkers Prairie Cooperative Creamery Association, Parkers Prairie, Minnesota, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local Union #329, A. F. L., or any other labor organization of its employees, by discharging any of its employees or by discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of employment,

<sup>23</sup> 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.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local Union #329, A. F. 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, 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 Arthur Christensen and Glen Angell immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority and other rights or privileges;

(b) Make whole Arthur Christensen and Glen Angell for any loss of pay that they may have suffered by reason of the respondent's discrimination against them, by payment to each of them of a sum of money equal to the amount that each of them normally would have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during such period,

(c) Post at its plant in Parkers Prairie, Minnesota, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director of the Eighteenth Region, shall, after being duly signed by the respondent's representative, 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 by any other material,

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

## APPENDIX "A"

### NOTICE TO ALL EMPLOYEES

Pursuant to 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 labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local

Union #329, A. F. 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 employees named below 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.**

Arthur Christensen  
Glen Angell

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.

PARKERS PRAIRIE COOPERATIVE CREAMERY ASSOCIATION  
*(Employer)*

By

(Representative)

(Title)

Dated

NOTE: Any of the above-named employees presently serving in the armed forces of the United States will be offered full reinstatement upon application in accordance with the Selective Service Act after discharge from the armed forces

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