

In the Matter of WENNONAH COTTON MILLS COMPANY, INC. and TEXTILE WORKERS UNION OF AMERICA (CIO)

*Case No. 5-C-1809.—Decided August 6, 1945*

DECISION

AND

ORDER

On March 22, 1945, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner also found that the respondent had not engaged in unfair labor practices by discharging Jeremy Cope and recommended that the complaint be dismissed with respect thereto. Thereafter, exceptions to the Intermediate Report and supporting briefs were filed by the respondent, the Union, and counsel for the Board. None of the parties requested oral argument before the Board at Washington, D. C., and none was held.

The Board has reviewed the Trial Examiner's rulings made 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 briefs of all parties, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Wennonah Cotton Mills Company, Inc., Lexington, North Carolina, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from in any 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 Textile Workers Union of America (CIO) 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) Post at its plant at Lexington, North Carolina, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director of the Fifth 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;

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

IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed, insofar as it alleges that the respondent has discriminated against Jeremy Cope, within the meaning of Section 8 (3) of the Act.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Order.

## 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 labor organizations, to join or assist Textile Workers Union of America (CIO), 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. All our employees are free to become or remain members of this union, or any other labor organization.

WENNONAH COTTON MILLS COMPANY, INC.,

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.

#### INTERMEDIATE REPORT

*Mr. Sidney J. Barban*, for the Board.

*Mr. D. E. Hudgins*, of Greensboro, N. C., and *Mr. Don A. Walsler*, of Lexington, N. C., for the respondent.

*Mr. D. S. Upchurch* and *Mr. H. D. Lisk*, of Winston-Salem, N. C., for the Union.

#### STATEMENT OF THE CASE

Upon a charge filed by Textile Workers Union of America (CIO), herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Fifth Region (Baltimore, Maryland) issued its complaint dated December 12, 1944, against Wennonah Cotton Mills Company, Inc, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices, 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 respondent and the Union.

With respect to unfair labor practices, the complaint alleged in substance that the respondent: (1) on September 4, 1944, discharged Jeremy Cope and thereafter refused to reinstate him because of his membership in and activities on behalf of the Union; (2) since August 1, 1944, to the date of the complaint, vilified, disparaged, and expressed disapproval of the Union and labor organizations; urged, persuaded, and warned its employees to refrain from assisting or becoming members of the Union or any other labor organization; questioned its employees regarding their union membership and activities; threatened them with reprisals if they joined or assisted or refused to resign from the Union; propagandized against their aiding or becoming members of the Union; urged them to deal directly with itself; forbade union discussion on company time or property; forbade solicitations for the Union on company time or property and discriminatorily enforced such prohibition; and offered special inducements to its employees provided they rejected the Union; and (3) by such acts interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The respondent thereafter, on December 21, 1944, filed its answer admitting certain allegations of the complaint with respect to the nature of its business and denying the commission of any unfair labor practices.

Pursuant to notice, a hearing was held at Lexington, North Carolina, on December 28 and 29, 1944, before the undersigned, Joseph L. Hektoen, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel and the Union by representatives; all 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 close of the hearing, counsel for the respondent moved to dismiss the complaint;<sup>1</sup> ruling was reserved by the undersigned; the motion is hereby denied. At the close of the hearing counsel for the respondent

<sup>1</sup>The motion was first made at the close of the Board's case but counsel for the respondent then stated that he "would like to reserve argument on the motion until the close of all the evidence"

and for the Board argued orally on the record before the undersigned; they waived the filing of briefs.

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

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

The respondent, Wannonah Cotton Mills Company, Inc., is a North Carolina corporation engaged at Lexington, North Carolina, in spinning and weaving cotton and rayon. From January 1, 1944, to November 30, 1944, it purchased cotton having a value of more than \$300,000, 60 percent of which was shipped to it from points outside the State of North Carolina; during the same period it manufactured finished products having a value of more than \$630,000, 70 percent of which was shipped by it to points outside the State of North Carolina. It employs about 350 persons.

The respondent admits that it is engaged in commerce within the meaning of the Act.

##### II. THE ORGANIZATION INVOLVED

Textile Workers Union of America is a labor organization affiliated with the Congress of Industrial Organizations. It admits to membership employees of the respondent.

##### III. THE UNFAIR LABOR PRACTICES

###### A. *Chronology of events*

###### 1. The Union enters the mill

The Union began its organizational efforts at the respondent's mill on August 21, 1944. That day, and the next, a number of employees joined the Union, among them Jeremy Cope, whose discharge is hereinafter considered.

Employee Raymond Koonts who joined the Union on August 22, testified without denial, and the undersigned finds, that General Manager and Superintendent Earl Riddle the same day called him to his office during working hours and told him that he had heard that Koonts was "mixed up with this Union around here," and that, although the respondent would not discriminate against any employee for being a member of the Union, "Personally, I would not belong to this damned Union—I must call it a damned Union"

Employee Giles Wilson testified without denial, and the undersigned finds, that on August 22, Riddle sent for him and asked him in the office whether he had joined the Union. Wilson answered that he had.

###### 2. The Cope discharge

Cope was employed by the respondent as a loom fixer for 2½ years prior to his discharge on September 4, 1944. His work was excellent and was never criticized by the respondent.

He joined the Union on August 21. Working at the mill gates before and after work he thereafter, beginning the same day, obtained the application for membership of some 40 to 50 employees. The evidence indicates, and the undersigned finds, that his activities in doing so immediately came to the knowledge of the respondent's management.

On August 22, Overseer G. C. Humphries asked Cope if he would be interested in taking a job as second hand, a supervisory position. Cope answered that he would think it over. The same night, Superintendent Riddle asked Cope about accepting the job. He received the same answer. Riddle pointed out that if Cope accepted the position, he would have to cease his union activities.

On August 23, Cope informed Humphries that he had decided not to accept the supervisory job but would instead continue with the Union. According to Cope's testimony, which the undersigned accepts, Humphries told him that he did not think Cope was "supposed to sign anyone on the job." Cope answered, "I don't know about that. I can talk about anything I want to." Cope further testified, and the undersigned finds, that the union organizer (D. S. Upchurch) had informed him that he could talk in the mill about anything he desired so long as his own job was not neglected.

Employees Bertie Sechrest, Ed Bell, and Nina Conrad testified that during the period from August 21 to September 4, Cope solicited them for membership in the Union while they were working in the mill. Cope denied having done so; while he admitted speaking to them about the Union during working hours, he could not remember (but did not deny) so speaking to Conrad while she was actually at work. The undersigned, from the weight of the evidence and all of the surrounding circumstances, is persuaded that Cope in fact solicited them for the Union on working time. It is so found.

Overseer Humphries testified that on August 24, he told Cope that the latter was still soliciting on the job; that Cope denied doing so but promised to "cooperate." Cope denied having had this conversation with Humphries. The undersigned credits Humphries' testimony and finds that the conversation took place substantially as he testified.

On August 25, Humphries warned three other loom-fixers against excessive talking and moving about in the mill.<sup>2</sup> On August 28, Overseer F. N. Taylor called the loom-fixers on the second shift<sup>3</sup> together and, according to his testimony, asked them to desist from gathering in groups in the mill and to stay on the job. Witnesses for the Board testified that he merely asked them to refrain from congregating in front of the mill to smoke. Taylor also testified, however, that he requested them to go to smoke not more than two at a time and to take only a reasonable time in doing so. From the entire evidence, the undersigned is persuaded and finds that Taylor spoke to the loom-fixers substantially as he testified.

On September 2, Cope had a conversation during working hours with Julia Menius in the spinning-room where she was employed and the overseer of which was her husband. Cope testified that he left his place of work to visit the spinning-room in order to obtain a brace necessary to the performance of his duties; that as he was returning through the spinning-room after having done so, Menius, who was standing in an alley and not working beckoned to him and when he went to her, asked, "That Union you are getting started around here; I want to know something about it"; that he told her something of it and invited her to attend a union meeting scheduled for the next day for further information concerning it; and that he did not ask her to join the Union. Menius testified that she was actually working when Cope, with whom she was not acquainted, appeared at her machine, asked her if anyone had spoken to her respecting the Union, and when she replied in the negative and stated that it would do no good, told her she did not know what she was talking about, that

<sup>2</sup> The respondent experienced decline in production antedating the advent of the Union. It persisted at the time in question.

<sup>3</sup> Cope's shift.

the Union would be of benefit to the employees, and suggested that she attend the union meeting to be held the following day. Employee Juanita Waller corroborated Cope's testimony that Menius was not working when he spoke to her. Employee Louise Pruitt testified, on the contrary, that Menius was at work when approached by Cope and that Menius, immediately after he left, asked her who he was, and told her that he had spoken to her of the Union.

On September 4, employees Alice Cope<sup>4</sup> and Sechrest visited Riddle's office. Sechrest and Riddle testified, and the undersigned finds that Alice Cope protested to Riddle that Cope "worried" her about joining the Union at the mill gate and told him that Cope had spoken to Menius about joining the Union in the plant 2 days before. Riddle replied that he had no jurisdiction over the activities at the gate.

Riddle immediately thereafter sent for Menius and took her affidavit respecting the September 2 incident of her talk with Cope in the spinning-room.<sup>5</sup> He thereupon sent for Cope, and in the presence of Humphries and Taylor, told him that after having been specifically warned against soliciting during working hours, Cope had nevertheless deliberately gone to another department of the mill for that purpose, and, when Cope denied having done so, told him that he had proof thereof. Cope thereupon admitted that he had visited the spinning-room but denied soliciting Menius. Riddle then discharged him. Riddle testified that he did so on the basis of the Menius affidavit, Cope's disregard of repeated warnings against persisting in his union activities on the respondent's time, and the necessity of maintaining order in the mill.

The undersigned was impressed by Menius' demeanor on the stand and credits her testimony respecting the September 2 incident. He therefore finds that Cope spoke and acted substantially as she testified.

It is thus clear that by his conversation with Menius, Cope again violated the respondent's orders against union solicitation on the job.

### 3. The election

On September 12, 1944, the Union filed with the Board a petition for investigation and certification of representatives.<sup>6</sup> The respondent and the Union thereafter stipulated for a consent election and it was scheduled for October 19, 1944.

On October 18, the day preceding the election, the respondent, by its supervisors, distributed the following letter in the plant during working hours:

OCTOBER 17, 1944.

*To All Employees of Wemnonah Cotton Mills:*

If my physical condition would permit, I would have made a speech to all employees and said what I am saying in this letter.

I am sending this letter to all who are working for the Company because I think what I have to say is very important to all of us, and I am putting it in writing so there will be no mistake about what I shall say.

The Textile Workers Union of America—C. I. O.—has requested an election of the Company's employees to determine whether the Union has the legal right, under the National Labor Relations Act, to be the sole and exclusive bargaining agent of all the Company's employees in all matters concerning wages, hours of employment and other conditions of employment.

<sup>4</sup> She was not, as far as is disclosed by the record, related to Jeremy Cope.

<sup>5</sup> It is in evidence and is in substantial accord with Menius' testimony. It does not affirmatively state that Cope requested her to join the Union.

<sup>6</sup> Case No. 5-R-1705.

The National Labor Relations Act contains the following language:

SEC. 7. Employees shall have the 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 purpose of collective bargaining and other mutual aid or protection.

On behalf of the Company, I readily agreed that the election may be held at the Mill, next Thursday, October 19, 1944, because I believe in the right of everyone to vote on this important subject.

My chief reason for writing you is that I think this is a most important election. Here are some of the reasons it is important, and I urge you to consider them carefully before you decide how you will vote.

1. You will be voting on a change in the way we have always worked together. Many of us have been here for a long time. I personally started to work for the mill many years ago, and during this long time we have had hard and good times, ups and downs, but as a whole we have gotten along together very well. Each of you has always been free to deal with the Company as individuals and you have never been compelled to do anything you were not willing to do. Although there has been differences of opinion we have managed to get along together and have maintained the most friendly relations at all times. Now if the Union wins this election, it will represent all of you, whether you belong to the Union or not, or whether you vote for it or not. It will have authority to speak for you, and to bind you for the length of any contract made with the Company (usually not less than one year at a time). If the Union wins the election, you cannot bargain for yourselves any longer and the Company will not be permitted to settle grievances and complaints with you as individuals, but all such matters will have to be handled and settled with the Union.

2. We have always tried to keep this Company in such financial condition that it will be able to keep the mill equipped with modern machinery, be able to meet competition, and furnish jobs in hard times as well as good times. You are all familiar with what the Company did to help you during the terrible depression in 1930 to 1933. At the present times the prices we are permitted to charge for our goods are fixed by the Government, and the wages we are permitted to pay are controlled by the Government through the National War Labor Board.

I understand that some people have the impression that if the Union wins, every worker will have to join the Union in order to keep his job here. Any such statement is untrue. The law does not compel a worker to join the Union and this Company never has and never will do so. The Company's position regarding the open shop has heretofore been posted in the Mill, and again I repeat to you that this is an open shop in a true sense of the word. Members of a Labor Union and non-members of a Labor Union are employed without any discrimination whatsoever and so long as I am connected with the management of this Company, the policy will continue.

Now the question is whether, in the long run, you will be better off under the policy of the Company with which you are familiar or under the leadership of the Union. In this connection, you should remember that the Union contracts are usually for a definite period, such as one year, and during that time the Company's hands are tied by the terms of this contract. In other words, the Company will no longer be free to adjust wages and working conditions with you as individuals. In extreme cases this could work a hardship on the mill and the employees. All of these conditions and possibilities should be considered by you.

3. You have two choices. One choice consists of outside people who have no connection with the plant and who work with a committee of the employees—this is the Textile Workers Union of America. The second choice is the management of your Company. To what kind of leadership are you going to place your future with the Company? Is that leadership unselfish or is it not?

Is it interested in you individually and your welfare, or is it seeking advantage for itself? On the basis of its past record, is it open and above-board and dependable, or don't you know? You should ask yourself why it is that all of a sudden total strangers have become so interested in your welfare. Just who are these strangers? Where have they come from? And what have they done? What more can they do for you than you have already done for yourself? Ask yourself whether or not those of us who run this mill, who have provided homes and help to build schools and churches, who have bought the cotton, who have installed this machinery and who have provided you with these jobs and these wages are more sincerely interested in your welfare and will do more for you in the long run than people who have no financial stake in the success of this mill and who have never worked here. You might also ask yourself whether all these things the Company has done for you have been forced on it or have they been done voluntarily. Do you believe that your position can be improved by choosing someone else for your leadership? That is the decision you are called upon to make.

As stated before, I believe a secret election is the honest and fair way to determine questions of great importance like these you are voting on. When it's all over we do not want any questions as to how all of us feel. *It is tremendously important* that every eligible voter shall vote because that is the only way you can register your wishes in this matter. Furthermore, the outcome of the election will be determined by a *majority of those voting*. Therefore, if you do not vote, it will be the same as letting someone else decide this question for you. Let's make this election represent the choice of everyone. It takes only one vote more than half of all those voting to decide. I hope that every single employee will cast his vote.

In conclusion, I want to assure every worker for this Company that I have no desire to persuade a single one of you to vote other than as your judgment tells you is in your interest. My only purpose in writing you this letter is to impress upon you the importance of your decision, the importance of voting, and to assure you that regardless of the outcome of the election the management of this Company will continue to do its best, in good times and in bad for the best interest of us all.

Sincerely yours,

(S) JOE V. MOFFITT,  
Secretary and Treasurer.

The Union lost the election, and on October 28, 1944, the Board dismissed its petition.

#### B. Conclusions

Riddle's statement to Koonts and his questioning of Wilson respecting the latter's Union membership, particularly in the light of the unfair labor practices as to Cope, as herein found, constituted interference. The respondent's simultaneous offer of a supervisory position to Cope constituted, in the opinion of the undersigned, an attempt by it unlawfully to persuade him to cease his activities on behalf of the Union. The fact that although Riddle and Humphries, as they testified, had theretofore discussed the creation of another such job on the second shift, they had never mentioned Cope or any other individual in connection there-

with, Riddle's antipathy to the Union, and the evidence as a whole, justify these conclusions.

There thus exists a persuasive background for a finding that the respondent discriminated against Cope in violation of the Act. Cope, however, by his persistent activities on the job in the face of the respondent's repeated warnings against them, vitiated it. The respondent was justified in requiring that union activities be confined to the employees' own time. It was also justified in taking disciplinary measures against Cope for his continued disregard of its orders to that effect.

The undersigned finds that, although the matter is not free from doubt, the respondent has not discriminated in regard to the hire and tenure of Cope's employment and will recommend that the complaint, insofar as it so alleges, be dismissed.

The respondent contends that the letter is protected by the First Amendment and that it had the right to induce its employees "to refrain from participation in or cooperation with any of the activities, collective or otherwise, of labor organizations or unions."

Taken in the context of the interference found above, however, the letter, directed to the compulsory audience of the respondent's employees, formed part of a sustained campaign against their self-organization.

Calling attention to the fact that they would be voting on a "change in the way we have always worked together", it emphasized that the employees have "always been free to deal with the Company as individuals" and that if the Union won the election they would no longer be free to do so; it pointed out that the respondent had always adhered to an open shop policy and that such policy would continue; that a year's contract with the Union might "work a hardship on the mill and the employees;" and posed the choice between the paternalism of the respondent<sup>7</sup> and the dubious character of the Union's representatives who had gratuitously interested themselves in the employees and who knew nothing of the respondent and had "no financial stake in the success of this mill."

Upon the entire record, the undersigned concludes and finds that the respondent's course of conduct was intended to be, and was in fact, coercive. Being part of such coercive campaign, the letter was not privileged.<sup>8</sup>

The undersigned finds that by its attempt unlawfully to persuade Cope to cease his union activities, the statement of Riddle to Koonts and his questioning of Wilson, and by the distribution of its letter dated October 17, 1944, the respondent has interfered with, restrained, and coerced its employees in the exercise of 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, found to be unfair labor practices, occurring in connection with the operations of the respondent set forth 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.

<sup>7</sup> It may be added that the mill is situated in the Company town owned by the respondent.

<sup>8</sup> See *N. L. R. B. v. Trojan Powder Co.*, 135 F. (2d) 337 (C. C. A. 3), cert. den., 320 U. S. 768 and 813, *N. L. R. B. v. M. F. Blatt Co.*, 143 F. (2d) 268 (C. C. A. 3), cert. den., 323 U. S. 774; *Matter of Tomlinson of High Point, Inc.*, 58 N. L. R. B. 982; *Matter of E. J. Anderson, etc.*, 58 N. L. R. B. 1511; *Matter of Kentucky Utilities Company*, 58 N. L. R. B. 335; cf. *N. L. R. B. v. American Tube Bending Co.*, 134 F. (2d) 993 (C. C. A. 2), cert. den., 320 U. S. 768

## V. THE REMEDY

Since it has been found that the respondent has engaged in and is engaging in certain unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

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

## CONCLUSIONS OF LAW

1. Textile Workers Union of America (CIO), 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. The aforesaid unfair labor practices are unfair labor practices, within the meaning of Section 2 (6) and (7) of the Act.

4. The respondent has not discriminated in regard to the hire and tenure of employment of Jeremy Cope, within the meaning of Section 8 (3) of the Act.

## RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that the respondent, Wannonah Cotton Mills Company, Inc., Lexington, North Carolina, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) In any 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 Textile Workers Union of America (CIO) 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 undersigned finds will effectuate the policies of the Act:

(a) Post at its plant at Lexington, North Carolina, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director of the Fifth 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;

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

It is further recommended that the complaint be dismissed insofar as it alleges that the respondent has discriminated against Jeremy Cope, within the meaning of Section 8 (3) of the Act.

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

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement, in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

JOSEF L. HEKTOEN,  
*Trial Examiner.*

Dated March 22, 1945.

#### 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, 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 Textile Workers Union of America (CIO), 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. All our employees are free to become or remain members of this union, or any other labor organization.

WENNONAH COTTON MILLS COMPANY, INC.,

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.