

In the Matter of **STERLING ELECTRIC MOTORS, INC. and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL No. 83**

*Case No. C-415.—Decided July 9, 1938*

*Electric Motor Manufacturing Industry—Interference, Restraint, and Coercion—Company-Dominated Union: domination and interference with formation and administration; support; discrimination in favor of, in credit for wage increase, in endorsement, and in recognition as representative of employees; disestablished, as agency for collective bargaining—Discrimination: discharge; charges of, not sustained.*

*Mr. David Persinger, for the Board.*

*Lawler & Felix by Mr. Jack W. Hardy and Mr. Leonard Horwin, of Los Angeles, Calif., for the respondent.*

*Mr. Allan H. Lind, of counsel to the Board.*

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by the International Brotherhood of Electrical Workers, Local No. 83, herein called the I. B. E. W., the National Labor Relations Board, herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California), issued and duly served its complaint and notice of hearing thereon dated September 11, 1937, against the Sterling Electric Motors, Inc., 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), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint alleged in substance (1) that the respondent had discharged Grier Asher on or about May 26, 1937, and C. C. Summers on or about May 19, 1937, and had since refused to reinstate said individuals, for the reason that they had joined and assisted the I. B. E. W. and had engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection; (2) that the respondent had dominated and in-

terfered with the formation and administration of a labor organization, known as the Sterling Electric Motors, Inc., Employees Association, herein called the Association, and had contributed support to said organization; and (3) that the respondent had warned and urged its employees not to join or assist the I. B. E. W. On September 23, 1937, the respondent filed an answer to the complaint and denied, all the material allegations therein.

Pursuant to notice, a hearing was held in Los Angeles, California, on October 18, 19, and 20, 1937, before Clifford O'Brien, the Trial Examiner duly designated by the Board. The Board and the respondent were represented by counsel. 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 commencement of the hearing counsel for the respondent filed a motion to dismiss the proceedings on jurisdictional grounds. The Trial Examiner denied the motion. At the conclusion of the hearing counsel for the respondent moved to dismiss the proceedings on the grounds that the Board was without jurisdiction and that the evidence did not sustain the allegations of the complaint. Ruling on this motion was reserved by the Trial Examiner and in his Intermediate Report he denied the motion to dismiss on jurisdictional grounds and denied in part the motion to dismiss on the grounds that the evidence did not sustain the allegations of the complaint. During the hearing, counsel for the Board moved to dismiss the allegations of the complaint concerning the alleged discriminatory discharge of Grier Asher, without prejudice to Asher's right to renew such charges. This motion was granted by the Trial Examiner. During the course of the hearing other rulings were made by the Trial Examiner on motions and on objections to the admission of the evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On January 20, 1938, the Trial Examiner filed his Intermediate Report, finding that the respondent had engaged in unfair labor practices within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the Act, and recommending that the Board issue a cease and desist order and require the respondent to take certain specified affirmative action. Exceptions to the Intermediate Report were thereafter filed by the respondent. On May 5, 1938, the Board granted the respondent and the I. B. E. W. the right to apply for oral argument or to file briefs within ten (10) days from the receipt of the notification. On June 25, 1938, the respondent filed a brief with the Board in support of its objections to the Intermediate Report.

The Board has duly considered the exceptions to the Intermediate Report and the brief filed by the respondent, and except as hereinafter set forth, finds them without merit.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The respondent is a California corporation maintaining its office and manufacturing plant in Los Angeles, California. It is engaged in the manufacture, sale, and distribution of electric motors. The principal raw materials used by the respondent consist of steel, bearings, washers, mica, asbestos, and iron, nearly all of which are manufactured outside of the State of California. During the period from January 1 to October 1, 1937, the respondent purchased \$160,547.96 worth of raw materials, 30 per cent of which were purchased from sources outside the State of California, and 70 per cent from jobbers within the State of California. During the same period the respondent sold electric motors valued at \$426,877.95, 65 per cent of which were sold within the State of California, while 35 per cent were sold and shipped outside the State of California.

#### II. THE ORGANIZATIONS INVOLVED

The International Brotherhood of Electrical Workers, Local No. 83, is a labor organization, affiliated with the American Federation of Labor, and has jurisdiction over all electrical workers in the Los Angeles area except those engaged in work on power lines or in the moving picture studios.

The Sterling Electric Motors, Inc., Employees Association is an unaffiliated labor organization admitting to membership employees of the respondent, exclusive of supervisors and clerical help.

#### III. THE UNFAIR LABOR PRACTICES

##### *A. Background*

On or about April 12, 1937, the I. B. E. W. began organizational activities among the respondent's employees. On April 15 the first meeting of the I. B. E. W. was held, which was attended by approximately 15 or 20 employees of the respondent. Subsequent meetings were held once a week thereafter.

Beginning May 3, and continuing twice a week until May 27, G. E. Ellicott and W. A. Kelly, organizers of the I. B. E. W., endeavored to communicate with the respondent's general manager, Earl Mendenhall, by telephone. The organizers intended to discuss ques-

tions of wages, hours, and recognition of the I. B. E. W. with the respondent, if a meeting could be arranged. Each time they were informed that Mendenhall was not available. On numerous occasions the organizers left their telephone number with the secretary at the respondent's office and requested a return call, but no such call was ever made. Mendenhall admitted that he had heard that the I. B. E. W. was attempting to communicate with him during this time and that he was aware of the I. B. E. W.'s activity among the respondent's employees.

During this same period, May 1 to 27, the I. B. E. W. continued its campaign among the respondent's employees. Handbills announcing meetings to be held by the I. B. E. W. were distributed among the employees and the organizational effort was actively pressed. On or about May 26, Grier Asher, a union member, was discharged. This discharge convinced the I. B. E. W. organizers that the respondent was actively opposing their organizational efforts and thereupon they filed charges with the Board's Regional Director alleging that the respondent had violated the Act. The Board's Regional Director arranged for a conference between the I. B. E. W. representatives and the respondent. It is significant to note that the respondent would not meet with the I. B. E. W. until such a meeting was arranged by the Board's Regional Director. At this meeting Kelly, I. B. E. W. organizer, claimed to represent 90 per cent of the respondent's employees, and asked for recognition of the I. B. E. W. as bargaining agent. Mendenhall evaded the request and turned the conversation to the incorporation of unions. Mendenhall admitted that he may have talked about the incorporation of unions but denied that any question of recognition arose.

#### *B. Summers' discharge*

C. C. Summers, who the complaint alleges was discriminatorily discharged on or about May 19, 1937, began working for the respondent in September 1935. He worked steadily except for 3 months in 1936 when he obtained work elsewhere. He returned to work for the respondent as a connector in the assembly department and continued in that capacity until his employment ended. It was stipulated between counsel for the Board and counsel for the respondent that Summers was a competent worker. When he started working for the respondent he was paid 50 cents an hour and when he finished he was making 76 cents to 77 cents an hour.

Prior to his discharge Summers joined the I. B. E. W. and became active in its organization. He was appointed to various committees of the I. B. E. W. at its first meeting. Summers had in-

vited Penn, his foreman, to a union meeting and Penn had attended several but did not join. This invitation clearly indicates that Penn knew of Summers' activities. Summers testified that 6 weeks prior to the termination of his employment Penn told him that he had been ordered to get rid of all "union agitators" and that he (Summers) just about got fired for that reason. Since Penn denied making such a statement and since, if made, Summers admitted that the statement was made facetiously, we do not attach any significance to it in relation to Summers' alleged discharge.

Penn agreed that Summers was a competent employee but stated that he had continuously complained about his wages being too low. Penn was able to obtain raises for Summers on several occasions and had done so in response to his requests. When Penn was made foreman of the winders and connectors in the plant several months before Summers' alleged discharge, he conceived a plan whereby the employees in both classifications, all of whom were on a piece-work basis, would receive an increase in pay and make approximately 80 cents an hour. Together with Earl Mendenhall, the manager, and Harder, the superintendent, he consulted with a committee of the older employees, who were in the winders department, regarding the proposed increases. Penn's final plan was approved by the committee and the management early in May 1937, and was to be put into effect on June 1, 1937.

Prior to the proposed increase Summers had been making from 76 cents to 77 cents an hour, as a connector, while the winders were making but from 65 cents to 70 cents an hour. Although it required more experience to be a winder than a connector, Summers felt that he was doing more work than the winders and, consequently, that the differential between his earnings and theirs was justified. Since under the proposed plan Summers' wages and the winders' wages were to be increased to 80 cents an hour, Summers' increase was but 3 or 4 cents an hour while some of the winders obtained a 15-cent an hour increase. Summers felt that this adjustment was unfair and made his dissatisfaction known to Penn. Penn attempted to placate Summers by asking for an additional increase for him, but Mendenhall refused the request. When Penn reported this refusal to Summers, Summers remained dissatisfied and voiced his objections. On the morning of May 19, after Summers had again objected to the adjustment, Penn suggested that Summers take a few days off to see if he could obtain a better position elsewhere, and that if he could not, then to return to work for the respondent. Summers agreed to this suggestion. Summers does not deny that when he left the respondent's employ on the morning of the 19th he did not consider himself discharged.

Summers testified that on May 21, his brother-in-law, who also worked for the respondent, obtained Summers' check for him covering the pay period from May 1 to 15. It was not until May 22, according to Summers, that he returned to the plant at noon to "pick up" his brother-in-law. Summers testified that when he arrived on May 22 he was called over by Penn, and asked whether he wanted his check (covering the pay period from May 15 to 19) "now"; that he asked whether it was already made out; that Penn replied that it was and obtained it for him almost immediately; that he construed this action as a discharge and made no further statement to Penn at that time.

Penn sharply disagreed with Summers' version of his return to the plant. He testified that Summers must have returned on the morning of May 20; that Summers was still dissatisfied with his wage increase; that in reply to his question whether he wanted to return to work, Summers said, "I am definitely not satisfied. I guess that will be it"; that construing this to be a refusal, he took Summers service report to Harder, the plant superintendent, and told him that Summers had quit because he was dissatisfied with the rate of pay; that Harder filled out the service application on the back and gave as the reason for Summers' leaving, "Resigned, dissatisfied with rate"; that he then took the service report to the office where he had Summers' check made out which he gave to him. Harder, the plant superintendent, corroborated the testimony of Penn.

While the record is clear that Summers left on the morning of the 19th, it is not clear as to when he returned. Summers and Penn agreed that Summers was away for several days after he left on May 19, but the service record and Summers' check are dated May 20. Summers' social security card, which he filled out himself, is also dated May 20. However, he explained that he had filled out this card several days after the termination of his employment and that as a result he had probably made a mistake in noting the date on the card.

The Trial Examiner found that Summers had returned on May 22 and not on May 20 as the testimony of Penn and Harder indicated. For this reason, coupled with Penn and Harder's demeanor on the stand, the Trial Examiner found that the respondent had discharged Summers on May 20 because of his union activity and informed him of his discharge when he returned on May 22.

While we attach great weight to the Trial Examiner's judgment regarding the credibility of the witnesses whom he had an opportunity to observe directly, we do not attach the same significance to the discrepancy in the dates. The record shows that Penn was not

positive in his testimony as to the exact dates when these events took place. Furthermore, the record discloses that the wrong yearly calendar was used as a basis for the examination of this witness on the dates in question. While this mistake may not have been material in fixing the sequence of events, it undoubtedly did confuse the witness. For that reason, together with the other evidence concerning the events surrounding the severance of Summers' employment, we do not consider that the discrepancy in dates is a material factor.

At some later date Penn spoke with Summers again and said that he would like to see him come back to work. Summers also talked with Harder about being rehired but still made some objections to the changed rate of pay. Harder told Summers he should not have quit. To this Summers replied, "We all make mistakes." Summers admitted that he conversed with Harder about the rates but said he only acquiesced in the statement that he had quit because he did not want to argue with his prospective employer.

While the case is not free from doubt, in our opinion the weight of the evidence does not sustain the allegation that Summers' union activity was the cause of the termination of his employment. Accordingly, we find that Summers was not discharged for his union activities or affiliation and we shall therefore dismiss the allegations of the complaint in this respect.

### *C. Domination and support of the Association*

After the campaign of the I. B. E. W. had been in progress for more than a month, a so-called "company union"<sup>1</sup> was organized in the respondent's plant. Charles Beuter, an employee, conceived the idea of a company union after reading that the Act had been declared constitutional by the Supreme Court of the United States. Upon his return from a vacation, on or about May 17, 1937, Beuter proceeded to carry out his plan to organize such a union. He talked over the plan with Reuben Manes, a machinist in the plant, and commencing about May 20 or 21, circulated a petition among the employees which stated:

We the undersigned, Employees of the Sterling Electric Motors, have formed a company union, and ask the company to have its representatives meet with the committee men of said union. At the company's convenience for the purpose of debating the recognition of employees union. Also for collective bargaining, and such things as may at future time arise.

Signed

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<sup>1</sup> So called in its originating petition. See Board Exhibit No. 4.

By June 1 Beuter had obtained the signatures of 49 of the 70 employees in the plant to this petition. There is some evidence showing that he obtained these signatures on company time. However, there is no evidence showing that the respondent permitted this solicitation. The petition was not signed by any employee in the winders department and the winders were not represented on the committee which was formed. On or about June 2 Beuter tendered the petition to Harder, the plant superintendent, who took it and promised to see that it was given to the management. Meanwhile, a committee had been formed, composed of Clyde Broadway, Antone Warner, and Beuter. They were appointed from the three departments in the plant, excluding the winders department. There is some conflict in the evidence as to how they were appointed. Broadway was suggested by the men in his department after no other employee in the department seemed to want to act on the committee. Warner was appointed by Beuter to act on the committee. It is clear that no election of the committeemen was held. Just prior to the meeting with the management, the committeemen assembled in the men's toilet and agreed to confine their demands to a request for recognition.

On or about June 6 the committee met with the management. At the meeting, Mendenhall, Harder, and Carl Johnson, president of respondent, represented the management. Sometime during the meeting, the management recognized the committee as the representative of its employees. Mendenhall granted the committee recognition after seeing that their petition was signed by approximately 75 per cent of the men in the departments represented.

The respondent's attitude toward the committee and the I. B. E. W. is clearly revealed by the statements made to the committee during the meeting. Broadway testified<sup>2</sup> that Mendenhall said in the course of the discussion, "For the past 6 weeks I haven't been able to call my life my own because of this union problem." Mendenhall denied this statement but Beuter, another committeeman present, attempted to explain it by saying that Broadway had misinterpreted it. According to Beuter, Mendenhall's statement did not refer to recent events but referred to something which had happened in the past. Johnson, the respondent's president, said during the meeting, "We will probably have trouble with outside unions, but go ahead with this—I mean, the office will have the trouble, not you men." Johnson admitted making such a statement or words to that effect.

<sup>2</sup> Broadway was called by the Board's counsel as a witness. Although his examination revealed that he was obviously a reluctant witness, he testified that he had been bribed by Burkhardt to testify for the I. B. E. W. While we shall not pass upon the bribery charge, which is collateral to the issues herein, in arriving at our decision we have disregarded Burkhardt's testimony and we have relied only upon that portion of Broadway's testimony which has been corroborated by other witnesses or circumstances.

After the committee received Johnson's authorization to "go ahead" with the inside organization despite anticipated trouble with "outside" unions, Mendenhall unequivocally expressed his preference regarding the form the employees' organization should assume by saying, "I like this company union idea. It is a splendid way for the men and the office to get together in their understandings." This statement or its equivalent was admitted by Mendenhall.

After the committee had received the approval of the management and recognition it proceeded to take steps toward formal organization of the Association. A hall was procured and the first meeting of the employees was scheduled to be held on June 25, 1937. Before any formal steps were actually taken by the committee the respondent posted a notice on June 14, signed by Harder, the plant superintendent. This notice read as follows:

To all employees on hourly and piece-work basis:

The proposition of the forty (40) hour week and time and a half for overtime, *which was submitted to the company by the committee representing your organization*, has been duly considered by the management and passed upon favorably . . .

The company at this time desires to express its admiration for the commendable method and manner which the employees chose to bring about an amicable solution of their problems and also hope that your organization will be a means of a better understanding of the problems of both the company and its employees. They also express their willingness to deal with its employees in the future as it has in the past whenever a question arises pertaining to remuneration, hours, conditions, etc.

The "Round Table" has always been and always will be considered the best place to gather around and arbitrate questions which might be received from different angles.

While the company does not want to be quoted as saying that they can always concur on everything that might be proposed, they feel with the right attitude and cooperation on the part of all concerned they can and will be willing at all times to meet *your committee* and iron out all questions to a satisfactory conclusion.<sup>3</sup>

The notice continues by referring to matters not material to the issues.

Although seemingly innocuous in itself, the notice becomes meaningful when considered in conjunction with the testimony concerning the events at the meeting between the respondent and the committee on June 6. The only testimony referring to this notice is given by

<sup>3</sup> Italics supplied.

Harder, who explained that the notice was posted as a result of the meeting with the committee on or about June 6. However, in the testimony of the other participants in the meeting, there is no evidence showing that the committee ever suggested or discussed the proposition of the 40-hour week and time and a half for overtime. In fact, the testimony establishes the contrary. The committee members testified that they went into the conference with but one demand in mind, namely, to ask for recognition. Their testimony as to what actually happened at the meeting shows that they adhered to this intention. Beuter testified that the committee presented the petition to the management, that there was some discussion of the "hard times" the company had in its inception, some discussion of a union charter, and that in conclusion the company recognized the committee. Nothing in Beuter's testimony can be interpreted to show that the committee suggested a 40-hour week and time and a half for overtime. Beuter further testified that he had never asked for an increase in wages for any employees in the plant until September 13, 1937. Antone Warner, a member of the committee, testified as follows:

Q. What was discussed at that meeting? (referring to the June 6 meeting.)

A. The petition was presented to them. There was nothing more discussed about the association, with the exception of recognition and collective bargaining . . .

Q. Anything else discussed in that meeting?

A. No, not in regards to the Association.

Broadway testified as follows on the point:

Q. What was discussed at that time, if anything, relative to any wage scales or any changes in the operation of the plant?

A. There was nothing.

Mendenhall adds nothing to the testimony which would lead us to believe that the committee suggested a 40-hour week and time and a half for overtime.

Johnson, the president of the respondent, testified as follows:

Q. Were there any demands made upon the company at that time, other than for recognition?

A. No. I remember distinctly asking the committee whether there was anything they wished to discuss or take up with us at that particular date when they brought the petition in. . . . They said no; that they would arrange another meeting later after they really had something to talk about.

Mendenhall testified that no further meeting was held with any committee of the Association until September 13, 1937.

The full significance of the notice of June 14 is now apparent. Having determined upon a new wage and hour policy advantageous to the employees, the respondent deliberately created the impression that the policy was the result of bona fide collective bargaining between representatives of the Association and representatives of the management. The entire content of the notice establishes that the misleading "credit" to the Association was not accidental. The language of the notice lauds the employees for the method they chose to bring about an "amicable solution of their problems." Moreover, the tone of the notice, especially when contrasted with the respondent's known attitude toward the I. B. E. W., indicated to the employees, in no unmistakable manner, the respondent's preference in labor organizations.

On June 25 the Association had its first meeting. About 30 or 35 employees attended, officers were elected, a grievance committee appointed, and it was determined that meetings would be held once a month. It was not until about September 13 that the grievance committee met with the management. At this meeting the committee presented demands for lockers, for a raise in wages for apprentices, and for several individual wage increases. These demands were granted by the management after but little discussion.

We shall briefly analyze the respondent's course of conduct, as revealed by the record, with respect to the organization of its employees. During the latter part of April and the early part of May 1937, the respondent's employees were joining the I. B. E. W. From May 3 to May 26, the respondent ignored all the I. B. E. W.'s bi-weekly efforts to arrange a meeting. When a meeting was arranged on May 27, through the intervention of the Board's agent, the respondent completely disregarded the I. B. E. W.'s claim to represent 90 per cent of its employees. While the evidence does not establish that the respondent directly initiated the inside organizational movement among its employees, it is plain that the respondent's hostility to the I. B. E. W. propelled the employees into an alternative form of organization acceptable to the respondent. Upon the appearance of the employee committee, the respondent openly recognized and adopted the projected inside organization and proceeded to further its interests among the employees by word and action. Thus, the respondent authorized the committee to proceed with an inside organization at the June 6 meeting. The respondent also expressly stated its preference for the inside organization at this meeting and finally gratuitously posted the notice of June 14 attrib-

uting the concessions therein to the collective bargaining efforts of the committee. Through the impetus furnished, in part, by the respondent, the formal organization of the Association was thereafter completed. Under these circumstances, we find that the respondent has dominated and interfered with the formation and administration of the Association and has contributed support to it and has thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed by Section 7 of the Act.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

#### V. THE REMEDY

Since we have found that respondent has dominated and interfered in the formation of the Association and has contributed support thereto we shall order the respondent to cease and desist therefrom and we shall also order the respondent to disestablish the Association as a representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, hours, or other conditions of employment. Upon the basis of the foregoing findings of fact and upon the entire record in the proceeding, the Board makes the following:

#### CONCLUSIONS OF LAW

1. International Brotherhood of Electrical Workers, Local No. 83, and Sterling Electric Motors, Inc., Employees Association are labor organizations, within the meaning of Section 2 (5) of the Act.
2. By dominating and interfering with the formation and administration of the Association, and by contributing support thereto, the respondent has engaged in unfair labor practices, within the meaning of Section 8 (2) of the Act.
3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, the respondent has and is engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.
4. The aforesaid labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

5. By the termination of the employment of C. C. Summers the respondent has not engaged in an unfair labor practice within the meaning of Section 8 (3) of the Act.

### ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders the respondent, Sterling Electric Motors Company, Inc., Los Angeles, California, and its agents, successors, and assigns, shall:

1. Cease and desist:

(a) From dominating or interfering with the administration of Sterling Electric Motors, Inc., Employees Association or with the formation or administration of any other labor organization of its employees, and from contributing support to said organization or to any other labor organization of its employees;

(b) From recognizing Sterling Electric Motors, Inc., Employees Association as representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) From 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 purpose of collective bargaining or other mutual aid or protection.

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

(a) Withdraw all recognition from the Sterling Electric Motors, Inc., Employees Association as a representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish said Association as such representative;

(b) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of thirty (30) consecutive days, stating (1) that the respondent will cease and desist as aforesaid; (2) that the respondent withdraws and will refrain from all recognition of the aforesaid Association as a representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay,

hours of employment, or other conditions of employment, and that said Association is disestablished as such representative;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.

And it is further ordered that the complaint, in so far as it alleges that the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act by the discharge of C. C. Summers, be, and it hereby is, dismissed.