

in that event to issue a certification of representative to the Petitioner for such unit, which the Board, under the circumstances, finds to be appropriate for purposes of collective bargaining. If, however, a majority vote for the Intervenor, they will be taken to have indicated their desire to remain a part of the existing production and maintenance unit, and the Regional Director is instructed to issue a certification of results of election to such effect.

[Text of Direction of Election omitted from publication.]

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**Antonio Santisteban & Co., Inc. and Amalgamated Clothing Workers Union of America, AFL-CIO.** *Case No. 24-CA-843.*  
*November 12, 1958*

### DECISION AND ORDER

On June 27, 1958, Trial Examiner David London issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Bean and Jenkins].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>1</sup>

### ORDER

Upon the basis of the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Antonio Santisteban & Co., Inc., Hato Rey, Puerto Rico, its officers, agents, successors, and assigns, shall:

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<sup>1</sup> We find no merit in the Respondent's contention that Pilar, a union organizer, could not have met separately with employee Petra and with employees Rafaela and Efigenia during the lunch period on March 6, 1957. The record shows that Pilar met with Petra a few minutes after 11:30 a.m. outside the plant; that Pilar met with the other two employees at a restaurant near the plant between 12:20 p.m. and 12:30 p.m.; and that the lunch period ran from 11:30 a.m. to 1 p.m.

1. Cease and desist from:

(a) Discouraging membership in, and activities on behalf of, Amalgamated Clothing Workers Union of America, AFL-CIO, or any other labor organization, by discharging or refusing to reinstate employees, or in any other manner discriminating against its employees in regard to their hire or tenure of employment.

(b) Interrogating its employees concerning their membership in, or activity on behalf of, the above or any other union, in a manner constituting interference, restraint, or coercion in violation Section 8(a)(1) of the Act.

(c) 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 Amalgamated Clothing Workers Union of America, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as authorized in Section 8(a)(3) of the Act.

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

(a) Offer Petra Muriel de la Paz, Rafaela Camilo de Cruz, Angelica Sanchez, and Efigenia Torres de Resto, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, and make each of them whole for any loss of pay she may have suffered as a result of the discrimination against her in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

(b) Preserve and make available to the Board or its agents, upon request, for examination and copying, all payroll records, social-security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of back pay due under the terms of this Order.

(c) Post at its plant in Hato Rey, Puerto Rico, the notice attached hereto marked "Appendix."<sup>2</sup> Copies of said notice, to be furnished by the Regional Director for the Twenty-fourth Region, shall, after being duly signed by the Respondent, be posted immediately upon receipt thereof and be maintained by it for sixty (60) consecutive days thereafter in conspicuous places including all places where notices are customarily posted. Reasonable steps shall be taken to

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<sup>2</sup> In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

insure that said notices are not altered, defaced, or covered by any other material.

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

## APPENDIX

### 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, as amended, we hereby notify our employees that:

WE WILL NOT discharge or otherwise discriminate against any employee for the purpose of discouraging membership in Amalgamated Clothing Workers of America, AFL-CIO, or any other labor organization.

WE WILL NOT interrogate our employees concerning their union membership or activity, in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act.

WE WILL offer to Petra Muriel de la Paz, Rafaela Camilo de Cruz, Angelica Sanchez, and Efigenia Torres de Resto, 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 each of them whole for any loss of pay suffered as a result of the discrimination against them.

All our employees are free to become, remain, or to refrain from becoming or remaining, members in good standing in the above-named Union or any other labor organization, except to the extent that this right may be affected by an agreement in conformity with Section 8(a)(3) of the Act.

ANTONIO SANTISTEBAN & Co., INC.,  
*Employer.*

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

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

## INTERMEDIATE REPORT

## STATEMENT OF THE CASE

Upon a charge and amended charges duly filed, the General Counsel for the National Labor Relations Board, by the Regional Director for the Twenty-fourth Region, issued a complaint against Antonio Santisteban & Co., Inc., herein called Respondent, alleging that it had engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the National Labor Relations Act. 61 Stat. 136, herein called the Act.

In substance, the complaint alleged that between on or about March 8 and 11, 1957, Respondent interrogated its employees concerning their activities on behalf of the Union and requested them to produce union membership cards given to them for their signatures. The complaint further alleged that on or about March 11, 1957, Respondent discharged employees Petra Muriel de la Paz, Rafaela Camilo de Cruz, and Angelica Sanchez in order to forestall a union campaign among its employees and to prevent said employees from engaging in activities on behalf of a union at its plant. It was further alleged that since on or about June 24, 1957, Respondent refused to reinstate Efigenia Torres de Resto upon her return to work from maternity leave because she had indicated her willingness to engage in activities on behalf of the Union prior to her taking maternity leave in March 1957. Copies of the charge, the amended charges, complaint, and notice of hearing were duly served upon Respondent which filed its answer herein denying the commission of any unfair labor practice.

Pursuant to notice, a hearing was held in Santurce, Puerto Rico, February 19-21, 1958. The General Counsel and Respondent were represented by attorneys, and the Charging Union by its representative. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence pertinent to the issues. Oral argument was waived. Since the close of the hearing, a brief has been received from Respondent which has been duly considered.

Upon the entire record in the case, and from my observation of the demeanor of the witnesses, I make the following:

## FINDINGS OF FACT

## I. THE BUSINESS OF THE EMPLOYER

Antonio Santisteban & Co., Inc., is, and has been at all times material herein, a corporation of the Commonwealth of Puerto Rico, engaged in the manufacture and sale of men's underwear. During the year 1957 it manufactured and sold men's undershorts to the United States armed services valued at approximately \$300,000. During the same period, it purchased materials valued at approximately \$300,000 which was shipped to its plants in Puerto Rico, from points located in various States of the United States. I find that Respondent at all times material herein was engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

## II. THE LABOR ORGANIZATIONS INVOLVED

Amalgamated Clothing Workers Union of America, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

## III. THE UNFAIR LABOR PRACTICES

Petra Muriel de la Paz, hereafter called Petra, worked for Respondent from September 18, 1953, until her discharge on March 11, 1957. During the last 2½ years of that term, she operated a machine which inserted snaps on men's shorts. At the time of her discharge, her weekly minimum pay was \$22. However, because she exceeded her production quota, 380 dozen a day, her earnings in January to March 1957 were \$24, \$25, and \$26 per week. Though, as "happened with all the girls," of whom there were about 135, some of the garments Petra worked on were returned to her for repair by checkers, neither her supervisor, Virginia Betancourt, nor anyone else, ever criticized the quality or quantity of her work, or her conduct in the plant.

Petra went home to lunch daily at 11:30, and generally met her husband, Jose, at that time in front of Respondent's plant, he being employed nearby. On March 6,

1957,<sup>1</sup> while Jose was waiting for his wife, he met Pilar Torres, a union organizer, hereafter called Pilar, who asked him whether he was employed by Respondent. When he informed Pilar that it was his wife who was employed there, she asked whether his wife would be interested in joining a union. Jose told her he thought it "was a good idea" and asked her to wait until his wife emerged from the plant. When Petra appeared, Pilar asked her whether she would be interested in joining a union. Petra replied in the affirmative and invited Pilar to come to her home that evening. Pilar accepted the invitation and appeared at Petra's home that evening accompanied by E. B. Gersch, a representative of the Charging Union herein. Pilar asked Petra whether she was interested in organizing a union and if she was, whether she would invite some of her friends to her home for that purpose. Petra replied that she would and was handed a quantity of applications for union membership.

On the following day, just prior to the close of the lunch period, Petra talked to the three other alleged discriminatees herein, Angelica Sanchez, hereafter called Angelica, Rafaela Camilo de Cruz, hereinafter referred to as Rafaela, and Efigenia Torres de Resto, hereafter called Efigenia. Petra told them of her meeting with Pilar the night before and that she had been given union application cards to see if the other employees were interested in forming a union. They replied that they were, and would help collect signatures to the applications.

At about 11:30 a.m. of the next day, Friday, March 8, just before Petra left for lunch, her supervisor, Betancourt, asked her who it was that talked to her husband outside the plant. Because she was in a hurry, Petra did not answer her meaningfully, but told her that later in the afternoon she would talk further with her. Betancourt came to her later in the day at which time Petra told her about the plans that the women had for the Union and that Efigenia, Rafaela, and Angelica were willing to help her. Betancourt then told Petra that if she would bring her a few cards, she would also help collect signatures. Believing what Betancourt told her, Petra promised to bring her some cards the next day, Saturday, when she passed the plant on her way to bring lunch to her husband. She encountered Betancourt on that day, but not having brought the cards, promised to bring them on the following Monday.

At about 9:30 a.m. of that Monday, March 11, Betancourt approached Petra and asked her whether she had brought the cards. Petra replied that she had brought one and that it was in her bag. Betancourt fetched the bag for Petra who then gave her one of the application blanks. Betancourt took the card and stated she would go to the ladies' room to read it. She returned to Petra a little later and told her that there was "gossip going around."

At 11:30 a.m. of the same day, when Petra went to get her card to punch out for the lunch period, she discovered that her card was not in the rack. She went to the office and met Antonio Santisteban, president of Respondent, who handed her two pay envelopes and a letter, and asked her to sign her timecards. The letter read as follows:

MARCH 11, 1957.

MRS. PETRA MURIEL,  
Hato Rey, P.R.

DEAR MADAM: We regret to inform you that from this date on we must do without your services as operator of an industrial machine.

We must take this decision due to the fact that the Federal Government, for whom we work, has completely changed the style of the article we manufacture.

Having completed one of the present contracts, we are going to proceed to convert the equipment to adjust it to the new style.

We are enclosing check no. 90 in the amount of \$44.00 covering two weeks pay.

Very truly yours,

(Signed) ANTONIO SANTISTEBAN & Co., INC.,  
Antonio Santisteban,  
ANTONIO SANTISTEBAN,

President.

Angelica Sanchez had been employed by Respondent for approximately 3 years when she was discharged on March 11, 1957. During that entire time, except for a period of 2 weeks, she was engaged in a "tacking operation." Her wage was \$22 per week, based on a minimum quota of 300 dozen per day. Her work was checked by Serafina Rodriguez, and her supervisor, Gregoria Caraballo. Ana Rosa Perez,

<sup>1</sup> Unless otherwise indicated, all references to dates herein are to the year 1957.

secretary, office manager, and personnel director for Respondent, testified that Angelica's work was of "very good quality," and that Santisteban was "very well satisfied with her job, both in quantity and quality."

Angelica reported for work on March 11 and found her machine in need of repairs which were not completed until about 4 hours later. In the meantime, she helped some of the other girls. When she went to punch out for lunch, her timecard was missing from the rack. She sought out Santisteban and asked about her card. He gave no answer but merely asked her to sign her timecards for the previous week and the 4 hours she worked that day, and tendered two envelopes to her. She again asked him "what was the matter" and he said: "Nothing." She asked whether she was discharged, and he answered that she was. She did not at that time take the check for the wages due her because she wanted to know the reason for her discharge. Angelica subsequently went to the factory for her money and was told that it was at the office of the Local Labor Board. She went there and found her check covering "wages up to March 11, 1957, \$23.66—44 hours; compensation \$44."<sup>2</sup>

Rafaela Camilo de Cruz began work for Respondent on October 5, 1955, as a machine operator sewing seams on the crotch of men's shorts, and continued at that work until her discharge on March 11, 1957. Her work was also checked by Serafina Rodriguez and her supervisor, Gregoria Caraballo. Her minimum salary was \$22 which required her to meet a production quota of 95 dozen per day. In the 3-4 month period prior to discharge, her earnings ranged from \$27 to \$34 per week. The checkers "almost never" returned any of her work for repairs nor was she ever warned or disciplined for her attitude or conduct.

At noon on March 6, she met Pilar at a lunchroom near Respondent's plant. After introducing herself as a union organizer. Pilar asked Rafaela and Efigenia if they were interested in organizing a union and whether they would get their coworkers to join. At the same time Pilar handed the two women a number of applications for union membership.

On March 11, at the close of the day, Antonio Santisteban tendered two envelopes to Rafaela. Having previously learned that Angelica had been fired that noon, Rafaela asked Santisteban why he was firing her and he stated it was because "they were going into a new type of style and that the new type did not need [her] operation." When she remonstrated that "new style, [or] old style, all shorts needed that operation," he merely answered that he did not need her any more. Work on the new style had not yet commenced. The check which she received indicated that it covered "wages up to March 11, 1957, \$36.29, 1 week and 8 hours; compensation \$44.00."

Efigenia Torres de Resto was continuously engaged in "crotch work" for Respondent since 1951 or 1952. During that entire period she never received any complaint from her supervisor or anyone else connected with management pertaining to the quantity or quality of her work. Mrs. Perez, the personnel director, described her "as an old time worker, and a good worker."

When, on March 7 as heretofore found, Petra told Efigenia about the conversation with Pilar and asked if she would help, she replied that she liked the idea very much but could not be of any immediate assistance because she was about to take maternity leave. She promised, however, to help as soon as she returned to work.

After the other three women were discharged on March 11, but before she left, on or about March 25, Santisteban asked Efigenia "2 or 3 times, many times," when she was taking her maternity leave. He informed her she could leave any time she wanted and, contrary to the established practice, offered to pay her maternity leave in advance.<sup>3</sup> On the day she left, Santisteban told her that at any time she wanted to return he would remove the girl then operating Efigenia's machine, "that [Efigenia] belonged there, and that [her] work was very good."

Efigenia's child was born April 20. She went to the factory a week or two before May 20 to collect her maternity leave. She told Mrs. Perez that she could not return on May 20 because she was not feeling well and that she would bring a doctor's certificate. Mrs. Perez told her she did not have to do that because there was a lot of work and they were waiting for her to return.

<sup>2</sup>The parties stipulated that pursuant to Puerto Rico law an employee discharged without cause is entitled to 1 month's severance pay, referred to in the record as "compensation."

<sup>3</sup>Under local law, an employer is required to grant maternity leave of 8 weeks at half-pay to expectant mothers, 4 weeks before the anticipated birth, and 4 weeks after birth of the child.

About June 20, Efigenia returned to the plant with a certificate from her doctor that "due to her *post partum* condition a 2 months' home rest was advised." She greeted Santisteban "and noticed that he was different in his attitude towards [her] than when [she] left the factory." She told him she had come back to work and he directed her to Gregoria Caraballo, her supervisor. She did as instructed but was told by Caraballo that she had nothing for her. Efigenia went back to Santisteban who repeated that there was no work for her. When she reminded him of his promise, given before she took her maternity leave, that whenever she returned he would remove the operator working at her machine, he merely answered, "in a very harsh way," that there was "no work."

#### Concluding Findings

Respondent offered no evidence to challenge the facts heretofore found. The import of its brief is that the General Counsel having failed to establish a *prima facie* case of discrimination, Respondent was relieved of any obligation to establish why these women were discharged. In this view of the state of the record Respondent is grossly mistaken. The timing of the following principal events alone establishes a *prima facie* case of illegal discrimination. Thus (a) the meeting at noon March 6 of Petra's husband with Pilar, the union organizer, in front of Respondent's plant which, the testimony indicates by reason of Betancourt's inquiry to Petra as to the identification of Pilar, must have been observed by Betancourt or some other representative of management; (b) the agreement between Petra, Rafaela, Angelica, and Efigenia to join in securing signatures of other employees to applications for union membership; (c) Betancourt's inquiry on March 8 as to the identity of Pilar and her request for copies of the union application blank given to Petra by Pilar; (d) the disclosure to Betancourt of the identity and union activity of the four discriminatees involved herein, and the summary, contemporaneous discharge almost immediately thereafter of three of these women, and that of Efigenia thereafter, particularly in light of their long and uncriticized work record. The sum total of these events strongly indicate that they were all "a part of a deliberate effort by the management to scotch the lawful measures of the employees before they had progressed too far towards fruition." *N.L.R.B. v. Jamestown Sterling Corp.*, 211 F. 2d 725 (C.A. 2).

Under the circumstances existing here, it was incumbent upon Respondent "to prove the existence of a reason, not within the prohibitions of the Act, sufficient in itself to warrant or justify the discharges." *N.L.R.B. v. Entwistle Mfg. Co.*, 120 F. 2d 532, 536 (C.A. 4). Respondent, however, called no witnesses to establish any valid reason for the discharges. Except for the introduction into evidence of the doctor's certificate pertaining to Efigenia, Respondent rested its case at the conclusion of the General Counsel's presentation without offering any evidence to explain why it discharged these four employees.

The General Counsel's case, however, disclosed inconsistent reasons ascribed by Respondent for the discharge of these employees. Thus, Ana Rosa Perez, secretary, office manager, and personnel officer for Respondent, testified that Santisteban told her, almost contemporaneously with the discharges, that he had discharged Petra "for undisciplinatory [sic] action in the factory, for damaged work, . . . her cursing in the factory and the way she expressed herself against the administration and Mr. Santisteban and the supervisors," and that he had discharged Rafaela for substantially "the same reason." Santisteban's letter to Petra, however, stated that she was being discharged because the Government "has completely changed the style of the article [Respondent] manufactures," which, in substance is what he told Rafaela when she was discharged. And, when Angelica asked him why she was discharged he gave her no reason at all.

No supervisor was called to rebut the testimony of all the discriminatees that they were not guilty of any improper conduct and that their work had never been criticized. On the other hand, and even if it be assumed that at the time of the discharges on March 11 Respondent had already changed its operations because of a change of style ordered by the Government, no explanation was offered why these experienced and capable operators could not adjust themselves to the new operation. Indeed, Mrs. Perez specifically admitted "these particular girls were *not* discharged because of the change." Instead, she testified, they were discharged for "discipline, bad quality of work." If, however the latter were the real reasons for the discharges, no explanation was offered why Respondent paid any severance pay which is required only if employees are discharged without cause.

It is now well established that "the failure to give a reason, or the giving of evasive, inconsistent, or contradictory reasons by management for the discharge of employees, properly, may be considered by the Board . . . in determining the real

motive which actuated the discharges.”<sup>4</sup> On the entire record, I have no hesitation in finding that Respondent discharged Petra, Rafaela, and Angelica, on March 11 to forestall their plans to organize the employees of Respondent, and that by doing so Respondent violated Section 8(a)(3) and (1) of the Act. The timing of the discharges, following so closely after Betancourt learned of the union activity and objective of these employees, the summary nature of the discharges of Petra and Angelica in midday only 4 hours after the commencement of the workweek, and the inconsistent reasons ascribed by Respondent for all three discharges can lead to no other finding than that announced above.

A similar finding of illegal discrimination must be entered with respect to Respondent's failure to reinstate Efigenia when she returned to work on or about June 20 following her maternity leave. It will be recalled that Efigenia promised Petra to help organize the plant, a fact of which Betancourt was advised. On the entire record I am convinced that if Santisteban had not been aware on March 11 that Efigenia was about to take maternity leave she would also have been discharged on that day. Santisteban's repeated inquiries between that date and the day she left as to how soon she was going to take her maternity leave, his unsolicited offer, contrary to established practice, to pay her that leave in advance, point strongly to that conclusion.

The foregoing conclusion is buttressed by what happened on the day Efigenia returned to work on or about June 20. It will be recalled that on the day in March when she left on maternity leave, Santisteban told her that “any time [she] wanted to return, [she] could go back and remove the girl operating [her] machine.” When she came back to work, however, Santisteban discharged her abruptly because, he stated, there was “no work.” According to Mrs. Perez' testimony, however, there was work available for Efigenia on that day. She testified that Efigenia's machine had been given to another operator, and that Santisteban merely told Efigenia that it would take 2 to 4 days “to fix a new machine for her.” On the entire record, and my observation of the demeanor of the witnesses involved, I credit Efigenia's version of what transpired and what was said on the day she returned to work.

For all the foregoing reasons, I find that Respondent refused to reinstate Efigenia on or about June 20 for the same reasons it discharged the other three discriminatees on March 11, and that thereby it violated Section 8(a)(3) and (1) of the Act.

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

The activities of Respondent set forth in section III, above, occurring in connection with the operations of 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 thereof.

#### V. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent on March 11, 1957, discriminatorily discharged Petra, Angelica, and Rafaela, and since on about June 20, 1957, has failed to reinstate Efigenia, I recommend that Respondent be ordered to offer each of them immediate and full reinstatement to her former or substantially equivalent position without prejudice to her seniority and other rights and privileges, and make each of them whole for any loss she may have suffered because of the discrimination against her by payment of a sum of money equal to the amount she normally would have earned as wages from the date of the discrimination to the date of the offer of reinstatement, less her net earnings during said period, with back pay computed on a quarterly basis in the manner established by the board in *F. W. Woolworth*, 90 NLRB 289.

In view of the nature of the unfair labor practices committed, I recommend, in order to make effective the interdependent guarantees of Section 7 of the Act, that the Respondent cease and desist from, in any manner, infringing upon the rights guaranteed in Section 7. *N.L.R.B. v. Express Publishing Company*, 312 U.S. 426, 61 S. Ct. 693; *N.L.R.B. v. Entwistle Manufacturing Company*, 120 F. 2d 532. (C.A. 4).

<sup>4</sup> *N.L.R.B. v. Homedale Tractor & Equipment Company*, 211 F. 2d 309, 314 (C.A. 9), and cases cited therein.

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

CONCLUSIONS OF LAW

1. By discriminatorily discharging Petra Muriel de la Paz, Rafaela Camilo de Cruz, and Angelica Sanchez, and by discriminatorily refusing to reinstate Efigenia Torres de Resto, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

2. By interrogating Petra Muriel de la Paz concerning her union activities, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

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

[Recommendations omitted from publication.]

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**Seafarers' International Union of North America, Atlantic and Gulf District, Harbor and Inland Waterways Division, AFL-CIO and Superior Derrick Corporation.** *Case No. 15-CC-71.*  
*November 12, 1958*

DECISION AND ORDER

On February 7, 1958, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in and was not engaging in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the General Counsel and Superior Derrick Corporation, the Charging Party herein, filed exceptions to the Intermediate Report and supporting briefs.<sup>1</sup>

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Fanning].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings of the Trial Examiner only to the extent consistent herewith.

The complaint alleged that the Respondent violated Section 8(b) (4) (A) and (B) of the Act by picketing at (a) Gretna Street wharf and (b) Dumaine Street wharf, both in New Orleans, Louisiana. The Trial Examiner found no violation at either location. Chairman Leedom and Member Fanning agree as to Gretna, but only for the following reasons:

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<sup>1</sup>The motion of the Charging Party that the Board grant oral argument is hereby denied, as the record and the briefs adequately reflect, in our opinion, the issues and positions of the parties.