offer of reinstatement less his net earnings during this period. Backpay shall be computed in accordance with the Board's *Woolworth* formula.[1] Loss of pay shall be determined by deducting from a sum equal to that which he would have earned for each quarter or portion thereof his net earnings in other employment during that period. Earnings in one particular quarter shall have no effect upon the backpay liability for any other quarter.

Having found that the Respondent has unlawfully refused to recognize or to bargain with the Union as the representative of its employees in an appropriate unit, it will be recommended that the Respondent be required upon request to extend recognition to and to bargain with the Union.

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

CONCLUSIONS OF LAW

1. Upholsterers Union Local No. 15–A, Upholsterers International Union of No. America, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

2. By refusing to accept the unconditional offers to return to work made by unfair labor practice strikers Herbert Cross, Adolph Robbins, Eleanor Brady, Ernest Brown, Donald Butts, Fred Chase, Gordon Evans, John Gaudio, Bert Gileno, Dennis Hocutt, Bill Jennings, Gordon Mackey, Robert Pilcher, Louis Prado, Jack Rutherford, Asa Stroud, Rondall Young, and Theodore Meredith, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

3. All production employees in the upholstering and allied departments of the Respondent, excluding woodworkers, teamsters, office employees, and nonworking foremen, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. On and since September 1958, the Union has been and is the majority representative of the employees in the appropriate unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

5. By refusing on April 20, 1959, and thereafter, to recognize and to bargain with the Union, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By refusing to permit the strikers to return to work, by the refusal to bargain with the Union, and by saying that no striker would be rehired, the Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. 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.]

[1] *F. W. Woolworth Company*, 90 NLRB 289.

Sheble & Wood Yarn Corp. *and* Textile Workers Union of America, AFL–CIO. *Case No. 3–CA–1446. February 28, 1961*

DECISION AND ORDER

On November 21, 1960, Trial Examiner George A. Downing 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.

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 Jenkins].

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

ORDER

Upon the entire record in this 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, Sheble & Wood Yarn Corp., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating coercively its employees concerning their union membership, sentiments, and activities and warning employees that the plant would close if the Union came in.

(b) Discouraging membership in the Textile Workers Union of America, AFL–CIO, or in any other labor organization of its employees, by discharging them or by discriminating in any other manner in regard to hire or tenure of employment, or any term or condition of employment, to discourage membership in a labor organization.

(c) 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 the above-named Union, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

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

(a) Offer to Margaret Provorse, Alberta Terhune, and Eleanor Dominick immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make each of them whole for any

[1] In the absence of specific exceptions thereto, we adopt *pro forma* the Trial Examiner's finding that Respondent engaged in interrogations and threats in violation of Section 8(a)(1) of the Act.

loss of pay which she may have suffered by payment to her of a sum of money equal to that which she normally would have earned from the date of the discrimination against her to the date of the offer of reinstatement, less her net earnings during said period (*Crossett Lumber Company*, 8 NLRB 440); said backpay to be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all records necessary to analyze the amounts of backpay due and the rights of Margaret Provorse, Alberta Terhune, and Eleanor Dominick under the terms of this Order.

(c) Post in its offices at Salamanca, New York, copies of the notice attached hereto marked "Appendix A."[2] Copies of said notice, to be furnished by the Regional Director for the Third Region, shall, after being duly signed by Respondent's representative, be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

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

[2] 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"

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, we hereby notify our employees that:

WE WILL NOT discourage membership in Textile Workers Union of America, AFL–CIO, or in any other labor organization of our employees, by discharging employees, nor will we discriminate in any other manner in regard to hire or tenure of employment, or any term or condition of employment, to discourage membership in a labor organization.

WE WILL NOT interrogate employees coercively concerning their union membership, sentiments, and activities, nor will we warn employees that the plant will close if a union should come in.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to form, join, or assist said Textile Workers Union of America, AFL–CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

WE WILL offer Margaret Provorse, Alberta Terhune, and Eleanor Dominick immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay they may have suffered as a result of our discrimination against them.

All our employees are free to become or refrain from becoming members of the above Union, or any other labor organization, except as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

SHEBLE & WOOD YARN CORP.,
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

This proceeding, brought under Section 10(b) of the National Labor Relations Act, as amended (61 Stat. 136; 73 Stat. 519), was heard in Salamanca, New York, on September 21, 1960, pursuant to due notice. The complaint, issued on July 8, 1960, and based on charges duly filed and served, alleged in substance (as amended at the hearing) that Respondent engaged in unfair labor practices proscribed by Section 8(a)(1) and (3) of the Act by discharging Margaret Provorse, Alberta Terhune, and Eleanor Dominick on May 17, 1960, because of their union membership or activities, and by various specified acts of interference, restraint, and coercion. An allegation of surveillance was dismissed at the hearing on Respondent's motion for lack of proof.

Respondent answered, denying all unfair labor practices. After the close of the hearing Respondent forwarded an amended answer which it overlooked filing after an amendment to the complaint was made at the hearing. The amended answer is hereby made a part of the formal file. Respondent also forwarded a motion seeking inclusion in the formal file of certain correspondence with the Regional Director during the course of the Board's investigation of the charges and two other motions seeking the dismissal of Section 8(a)(1) allegations of the complaint insofar as

based on any alleged unfair labor practices committed after May 13, 1960. Said motions are denied.

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

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS; THE LABOR ORGANIZATION INVOLVED

I find on facts alleged in the complaint and admitted in the answer that Respondent, a New York corporation engaged at Salamanca in the manufacture and sale of knitting and weaving yarns, is engaged in commerce within the meaning of the Act (by reason of annual extrastate shipments valued in excess of $1,000,000), and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *The issues*

The chief issue in this case is whether Respondent discharged Margaret Provorse, Alberta Terhune, and Eleanor Dominick because of their union membership or activities or because they disobeyed instructions, after prior warnings, not to go to the restroom at the same time, leaving their spinning frames unattended. Respondent denied both knowledge of union membership and the existence of a discriminatory motivation. To establish both, the General Counsel relied on certain disputed incidents of alleged interference, restraint, and coercion, the determination of which turns entirely on the credibility of witnesses. There was no substantial dispute of fact concerning the actual discharge incident. What is in issue there is whether the reason advanced by Foreman Antoine Proule, i.e., disobedience of his restroom instructions, was only a pretext to conceal the real motive, i.e., discrimination to discourage union activities.

B. *The evidence*

1. Events prior to the discharges; interference, restraint, and coercion

Respondent employs approximately 150 employees in its Salamanca plant. The earliest union activity, beginning around April 24, 1960, consisted of home visits by a union representative, but around May 1 or 2 cards were distributed to several employees, including Margaret Provorse (known in the plant under her nickname of "Midge"); on May 12 a leaflet distribution was made at the plant; and on May 14 a union meeting was held at a downtown restaurant, attended by 11 employees. The Union had no communication with the Company, however, until after the discharges on May 17.

Provorse, Dominick, and Terhune were the three spinners on the second shift, 2:30 to 11 p.m.; they had worked since January 1960 under Foreman Antoine Proule. Provorse had been employed some 5 years, and the other two were hired in September 1959. Between them they operated 8 spinning machines (16 sides) in the spinning department, though, at the time of the discharges, a learner, Faye Robinson, was working with Provorse.

Although Provorse was active in soliciting fellow employees to join the Union, the only activity which Dominick and Terhune engaged in was the signing of authorization cards. None of the three attended the meeting on May 14. The General Counsel offered testimony, however, which—if credited over denial—will establish that Respondent's supervisors, including Proule, were not only aware of, but resented, the union membership and activities of the three, particularly of Provorse.

Myrtle Letson, who, like Provorse, was active in the solicitation of union members, testified to a conversation with Foreman Alice Gillman in the presence of Foreman Fred Creeley on April 28. Gillman stated she had heard that Letson was "talking Union to the girls," that if Letson was not happy there she should go home, and that by "talking Union" Letson was jeopardizing her own job and all other jobs, because if the Union got in Mr. Quittner (whom Letson understood to be the owner) would close the mill.

Letson also testified that on May 13 she and Ann Schwartz (an employee who was opposed to the Union) had a series of heated arguments concerning Letson's union activities, some of which occurred in Foreman Creeley's presence. After one of those, Letson appealed to Creeley to make Schwartz leave her alone. Creeley refused, defending Schwartz, and stating in part that if a union got into the plant it would close. Creeley also informed Letson that she was not wanted and asked

why she did not quit Letson, who admitted on cross-examination that she disliked Creeley, did later quit.

Dominick testified that on May 8, Foreman Gillman called her on the telephone and first inquired about the whereabouts of another employee, but ended by questioning her about the Union and her feelings toward it and about Provorse's aim or purpose in soliciting membership among the employees. Though Dominick had signed an authorization card for Provorse, she informed Gillman she had only heard rumors about the Union, that she felt it was "for the birds," and that she knew nothing about Provorse's activities.

Dominick testified that on the following day Foreman Proule referred to Gillman's call, and that on May 10 he asked if she belonged to "Midge's sorority." When Dominick asked what he meant, Proule insisted that Dominick knew what sorority he was talking about.

Terhune testified that on May 10, Proule asked her if she had joined "Midge's sorority," and when Terhune denied knowing what he meant, Proule continued, "Well, I see Dominick is not for Midge's sorority." When Terhune still disclaimed knowledge, Proule stated that he had ways of finding out. Terhune testified further that on May 13 or 14, Proule accused her of signing a union card and that when she asked how he knew, he said he had ways of finding out. Proule also asked her, "What is Midge's gripe for wanting a Union?" He also told Terhune, "You can get the Union in if you want to but that doesn't mean the plant will run. I have seen other plants where they have the Union in and they shut down," and added, "It is up to you, you have still time to change your mind, if you want to."

Terhune testified further that on the day of the discharge, she discussed with Proule the fact that Provorse was running only half a machine, and Proule stated, among other things, that it was up to Provorse whether she stayed on, that if she kept on the way she was, she would not be there long. Later on the same day, Terhune went over to seek help from Provorse, who was still running only half a machine, but Proule ordered Terhune back to her machine, stating, "I wish you wouldn't talk to Midge because she is a bad influence on you girls."

Gillman, Creeley, and Proule, testifying for Respondent, denied that any reference was made to the union in any of the foregoing conversations. Gillman testified that she spoke to Letson at Creeley's request because Creeley, who was new as a foreman, asked her to speak to Letson about leaving her machine. Gillman denied telling Letson she was jeopardizing her job and that if she was not happy to go home, denied hearing Quittner's name mentioned, and denied that there was any reference to mill closing. Creeley, who was present the whole time, fully corroborated Gillman.

Gillman admitted calling Dominick on the telephone, but testified the call was limited to an inquiry concerning an employee; she denied that Provorse's name was mentioned in any way.

Proule denied the testimony of Dominick and Terhune concerning his alleged conversations regarding the Union and his alleged references to Midge's sorority. Denying also that he made any statement to them about the plant closing, he testified that while installing machinery as an employee in earlier months, he had talked with some of the employees about his experiences in another employment where a mill liquidated after the union came in. Proule did not deny that he warned Terhune about Provorse's "bad influence" on the evening of the discharge.

2. The discharges and related matters

The essential facts can be briefly stated. The discharges were made around 9:30 p.m., shortly after Proule warned Terhune about talking to Provorse. Though the three spinners did not go to the restroom together nor leave together, there was a period of several minutes when they were there at the same time. As they returned separately, they were met by Proule, who shut down their machines, referred to his previous requests that they not go to the restroom together, and discharged them.[1] Terhune protested that if Proule should fire all the girls who went to the restroom together, there would be no one left. Proule commented that he had not seen the others, and that if he did they would "get the same."

[1] Though Proule and the spinners disagreed as to the condition of the machines at the time, the point is immaterial because it was disobedience of his instructions which Proule assigned However, the mutually corroborative testimony of the spinners is credited for reasons hereinafter stated.

The dischargees called on Plant Manager John Clarke the next day and discussed with him the reason for their discharge as assigned by Proule. Clarke stood by Proule's action, stating that he was aware of the rule and approved of it, and that he would not go over his foreman's head. Clarke also discussed with them the reason for the rule, which none of them questioned or disputed; and none of them referred at any time, before either Clarke or Proule, to their union activities or suggested a belief that the latter formed the basis of their discharge.

Proule testified that he conferred with no one before making the discharges, and there is no evidence that he did.

We revert briefly to the facts concerning restroom privileges and to the matter of prior warnings, on the latter of which the evidence is in conflict.

Respondent had no rule which prescribed either the time or the length of rest periods, and the employees were free to go to the restroom whenever they wished. In the spinning department, however, there was a general requirement that the spinners not leave their machines running unattended for too long a period, and Proule added—at a time which is in dispute—the further request or direction that the three spinners not go to the restroom together.

It is unnecessary to summarize the mass of cumulative testimony which Respondent adduced for the purpose of justifying the rule imposed upon the spinners, as it will suffice to find on the basis of the entire evidence that it was a reasonable rule, as the dischargees conceded to Clarke. Thus, if the spinning machines were left unattended indefinitely, a number of undesirable and even dangerous conditions could develop. For example, laps could form and could accumulate to the point where increasing friction could lead to the occurrence of a flash fire. And though there was evidence that the spinners sometimes left their machines unattended by direction or in the performance of other duties (e.g., the occasional necessity for procuring a supply of roving) that fact raised no question either as to the existence of the rule or its reasonableness, since, as Proule and Clarke explained to the girls, one reason for not permitting them to go to the restroom at the same time was that conversations and discussions there tended to lengthen unnecessarily their absence from their machines. Neither would it reflect upon the validity of the rule were it inferred (despite the absence of evidence) that Respondent assumed that union activities were among the subjects of restroom discussions.

Though the evidence is undisputed that Proule on several occasions requested the spinners not to go to the restroom together, there was sharp conflict as to when the first request was made and as to whether Proule gave them a warning of any kind, and specifically a warning of discharge. The mutually corroborative testimony of the spinners was that it was on or about May 2 that Proule first requested them not to go to the restroom together, stating that he would "appreciate it" if they did not congregate there at one time. They were also agreed that though Proule repeated his requests on other occasions prior to May 17, including one made 2 or 3 days before that date, he at no time warned them of discharge.

Proule testified that from late March into May, he cautioned the spinners about leaving their machines at the same time; that at first he tried "to explain" and "to be nice"; but that finally he told them that, "when I make up my mind this is going to be it," and that twice he told them *they would be fired.* The latter occasions presumably were those referred to in written reports which Proule made to Clarke under date of May 10 and 11, captioned under the names of the three dischargees. The first report read as follows:

> The above named have been told not to leave the spinning all at the same time, not the right thing to do.
>
> When told even Alberta Terhune agreed herself that was not the proper thing to do.
>
> Eleanor Domenick was told more than once about the same thing, and stopped for a few month[s] until this date.

The second report read as follows:

> After warning the above named on May 10, 1960 about all three leaving the spinning frame at the same time the same thing happened on the above date, this makes the second warning, if caught again I will have to discharge them without warning.

As is seen, Proule did not state in either report that he had warned the girls of discharge, and his second report stated his intention of discharging them *without warning* if the offense were repeated. Furthermore, Proule's affidavit given during the Board's investigation contained the following statement:

I had warned the girls not to go in the rest room together though I never told them they would be discharged for it.

Significant also was some of the testimony concerning the written reports. Clarke testified that prior to May 10, Proule had never made a *written report on any employee.* Proule testified unequivocally on direct examination that he had made other prior written reports to Clarke concerning employees. On cross-examination he at first adhered to that claim, but on further questioning he admitted that his only other written report was made *after* he discharged the spinners.

C. *Credibility resolutions and concluding findings*

Findings concerning the alleged unfair labor practices turn here largely on the credibility of the witnesses. Unfortunately for Respondent, the evidence plainly requires the rejection of the testimony of Foreman Proule, who was the key to its defense, since it was Proule who alone made the discharges, for reasons sufficient to himself, and who conferred with no one. Not only was the testimony against Proule mutually corroborative, but his own testimony aided substantially in finding him to be unworthy of belief, as in his discredited claims that he had twice warned the spinners of discharge and his changing testimony on the subject of his prior written reports. I therefore credit fully the testimony of Provorse, Dominick, and Terhune. I also credit Dominick's testimony concerning Gillman's telephone call on May 8, since Proule's later conversations with Dominick seemed plainly related to that call and to represent a continuation of Gillman's inquiries into Provorse's activities. And though I also credit Letson's testimony as to Creeley's statements following the Schwartz altercations,[2] I reach a different conclusion as regards the conversation between Gillman and Letson. What is decisive on the latter incident is that the testimony of Gillman and Creeley was mutually corroborative, while no corroboration was offered of Letson.

I reject Respondent's contentions that the foregoing conversations are to be regarded as "perfunctory" and "inconsequential" and that each is to be viewed as standing alone; and I conclude and find that by the repeated interrogation of employees concerning their union membership, sentiments, and activities, particularly on the part of Provorse, and by the warnings by Proule and Creeley that the plant would close if the union came in, Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 8(a)(1) of the Act.

I also find, on the basis of the credibility resolutions above, that Respondent, contrary to its denials, had knowledge through Proule of the union membership and activities of Provorse, Dominick, and Terhune.[3] But to find that such knowledge existed does not establish, of course, that Proule acted because of it. Union membership conferred no privilege upon the three girls to flout company rules or to disobey Proule's directions. And since it is undisputed that they were in fact caught in disobedience of Proule's instructions, the crucial issue is whether Proule discharged them for that reason or whether he was merely seeking for a pretext by which to rid the plant of three union adherents.

In seeking for the mainspring of Proule's motivation, it is not decisive, of course, that there was no direct evidence of an intention to violate the Act, for such evidence is rarely obtainable, and findings of a discriminatory motivation must frequently rest on inference and on circumstantial evidence. *N.L.R.B.* v. *Piedmont Wagon and Manufacturing Company,* 176 F. 2d 695, 696 (C.A. 4); *Hartsell Mills Company* v. *N.L.R.B.,* 111 F. 2d 291, 293 (C.A. 4). On the present record the entire evidence plainly impels the conclusion that Proule's action was in fact motivated by the union activities of the spinners, particularly those of Provorse, and that he had deliberately prepared the written record to support the ostensible cause in anticipation of the opportunity he was seeking to effect the termination of the spinners. The significant and decisive factors are:

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[2] As Respondent's brief appraised that incident, Creeley "understandably . . . was mad. It would be entirely human if he said much more than she says he did."

[3] Though Dominick never admitted the fact of her membership, it must be inferred from the repeated inquiries and from Proule's repeated statements that he had ways of finding out, that Proule knew or strongly suspected that Dominick was a union adherent. Knowledge may properly be inferred from this record as a whole. See *Wiese Plow Welding Co., Inc.,* 123 NLRB 616, at 618, and cases there cited at footnote 1.

Or, assuming *arguendo* that knowledge was not established as to Dominick, see *Arnold-ware, Inc.,* 129 NLRB 228, and cases there cited at footnote 1.

1. Proule's repeated interrogations concerning the Union ("Midge's sorority"), its membership, and Provorse's motive for wanting the Union.
2. His implied threat that the plant would close and his suggestion that Terhune therefore change her mind about the Union.
3. His reference to Provorse as a "bad influence" and his prediction that she would not be there long if she kept on the way she was. Significantly, there was neither showing nor suggestion that Provorse's influence, to which Proule objected, related to something other than union activities, such as absences in the restroom. Indeed, Proule's first written report indicated that he considered Dominick to be the chief violator on that score.
4. Proule's failure to warn the spinners of discharge or of other disciplinary action, coupled with the statement in his second report that he intended to discharge them without warning if he caught them again.
5. The fact that the written reports were the first which Proule ever prepared, coupled with the fact that they were made contemporaneously with Proule's repeated inquiries into union membership and his antiunion statements.
6. The absence of evidence that Respondent had discharged any other employee for the same or any comparable offense.

The fact that the employees themselves made no claim at the time that their discharges were unlawful is of no significance. That, indeed, is a matter which only the Board can determine after a full hearing and a consideration of the entire evidence. Neither is it material on this record that Respondent discharged none of the other employees who were active in organizational activities and none who attended the meeting on May 14. *N.L.R.B.* v. *W. C. Nabors d b/a W. C. Nabors Company*, 196 F. 2d 272, 276 (C.A. 5), cert. denied, 344 U S. 865; *N.L.R B.* v. *Shedd-Brown Mfg. Co.*, 213 F. 2d 163, 174–175 (C.A. 7). I reject also Respondent's contention that the discharges did not "discourage" union membership. Discrimination by an employer against employees because they are union members has the foreseeable consequence of discouraging membership. *Radio Officers' Union of the Commercial Telegraphers Union, AFL (A. H. Bull Steamship Company)* v. *N.L.R.B.*, 347 U.S. 17, 45.

I therefore conclude and find on the entire evidence that Proule discharged the three spinners because of their union membership and activities, and that Respondent thereby engaged in discrimination to discourage membership in the Union within the meaning of Section 8(a)(3) of the Act.

III. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action of the type conventionally ordered in such cases which I find necessary to remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act. For reasons which are stated in *Consolidated Industries, Inc.*, 108 NLRB 60, 61, and cases there cited, I shall recommend a broad cease-and-desist order.

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. The Union 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 rights guaranteed in Section 7 of the Act, Respondent engaged in unfair labor practices proscribed by Section 8(a)(1).
3. By discharging Margaret Provorse, Alberta Terhune, and Eleanor Dominick on May 17, 1960, Respondent engaged in discrimination to discourage membership in the Union, thereby engaging in unfair labor practices proscribed by Section 8(a)(3) and (1) of the Act.
4. The aforesaid unfair labor practices, having occurred in connection with the operation of Respondent's business as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]