

employees while those sought by the Petitioner are employed exclusively by hotels. This distinction would possibly have some basis if *Los Angeles Statler Hilton* constituted a return to the pre-*Seagram* rule that a multiemployer bargaining history as to certain categories of employees was controlling as to a residual unit of employees with respect to whom there was no bargaining history. However, as I have already indicated, the *Los Angeles Statler Hilton* decision was predicated solely on the theory that since the existing units were multiemployer in scope, the units sought by the petitioner were not residual units of the type granted by the Board. Under this rationale, whether the employees sought are, like those currently represented on a multiemployer basis, hotel-restaurant employees or whether they are hotel employees, is irrelevant. The only significant facts are that the petitioner seeks allegedly residual units on a single employer basis and that the existing units are multiemployer in scope. The majority concedes that these facts are present in the instant case as well as in *Los Angeles Statler Hilton*. I can therefore see no basis for distinguishing the instant case from *Los Angeles Statler Hilton*.

The majority does not find it necessary to reach the merits of the Petitioner's other alleged distinction between this case and *Los Angeles Statler Hilton*, namely, that, in *Los Angeles Statler Hilton*, there was a multiemployer bargaining history as to a large majority of the employees of each employer while in the instant case there has been multiemployer bargaining history only as to a minority of employees. The Employers, on the other hand, contend that there is no basis to this distinction and that, in any event, here there has been a multiemployer bargaining history as to the majority of employees. I see no necessity to decide the factual issue since I believe that there is no basis to this distinction. In my view, where, under applicable Board principles, a group of employees would otherwise constitute a residual unit, such group is residual even if it comprises a majority of the employees of the employer involved.<sup>25</sup>

As the units sought are not coextensive with the existing multiemployer unit, they are not appropriate residual units. I would therefore dismiss the petitions herein.

---

<sup>25</sup> See *J. R. Symplot Co., Food Processing Division, Heyburn Operations*, 130 NLRB 1283, footnote 6.

---

**Minnesota Manufacturing Company, Inc. and International Ladies' Garment Workers' Union, AFL-CIO.** *Case No. 18-CA-1252. November 13, 1961*

#### DECISION AND ORDER

On August 9, 1961, Trial Examiner Thomas L. Wilson issued his Intermediate Report herein, finding that the Respondent had engaged

in and is engaging in unfair labor practices in violation of Section 8(a) (1), (3), and (4) of the Act and recommending that it cease and desist therefrom and take affirmative action, as set forth in the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a brief in support thereof.

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 [Members Leedom, Fanning, and Brown].

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

### ORDER

The Board adopts the Recommendations of the Trial Examiner except that: The cease and desist portion of the Order is amended by changing the present provision 1(b) to 1(c) and adding, with a like addition to the notice, the following new provision 1(b):

(b) Discharging, failing to rehire, or otherwise discriminating against employees for filing charges or giving testimony under the Act.

Provision 2(d) is amended to read: "Notify the Regional Director for the Eighteenth Region, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."<sup>2</sup>

<sup>1</sup>In analyzing Isal Langevin's production and earnings the Trial Examiner refers to "her employment during the year 1961" and to the "1961 daily worksheets," although she was discharged on May 26, 1960. It is clear from the record that it was her employment during 1960 which was being described, and the 1960 daily worksheets which were used to establish the statistics there cited. We hereby correct these inadvertent errors which do not affect our conclusion.

<sup>2</sup>In the notice attached to the Intermediate Report as the Appendix, the words "Decision and Order" are hereby substituted for the words "The Recommendations of a Trial Examiner." 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."

### INTERMEDIATE REPORT

#### STATEMENT OF THE CASE

Upon a charge duly filed on April 3, 1961, by International Ladies' Garment Workers' Union, AFL-CIO, hereinafter called the Union, the General Counsel of the National Labor Relations Board, hereinafter called the General Counsel<sup>1</sup> and the Board, respectively, by the Regional Director for the Eighteenth Region, Minneapolis, Minnesota, issued its complaint dated May 15, 1961, against Minnesota Manufacturing Company, Inc., hereinafter called the Respondent. The complaint alleged that Respondent had engaged in and was engaging in unfair labor practices

<sup>1</sup>This term specifically includes the attorney appearing for the General Counsel at the hearing

affecting commerce within the meaning of Section 8(a)(1), (3), and (4) and Section 2(6) and (7) of the Labor Management Relations Act, 1947, as amended, herein called the Act. Copies of the charge, complaint, and notice of hearing thereon, were duly served upon Respondent and the Union.

Respondent duly filed an answer admitting certain allegations of the complaint but denying the commission of any unfair labor practices.

Pursuant to notice, a hearing thereon was held at Duluth, Minnesota, on June 14 and 15, 1961, before the duly designated Trial Examiner. All parties appeared at the hearing, were represented by counsel, and were afforded full opportunity to be heard, to produce, examine, and cross-examine witnesses, to introduce evidence material and pertinent to the issues, and were advised of their right to argue orally upon the record and to file briefs and proposed findings and conclusions or both. Oral argument was waived at the close of the hearing. Briefs were received from the General Counsel and Respondent on July 17, 1961.

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

### FINDINGS OF FACT

#### I. BUSINESS OF RESPONDENT

Minnesota Manufacturing Company, Inc., is and has been at all times material herein a Minnesota corporation with its principal place of business in Duluth, Minnesota, where it is engaged in the business of manufacturing and selling women's, men's, and children's clothing. Respondent annually sells merchandise valued in excess of \$2,000,000 to Minnesota Woolen Company, also located in Duluth, Minnesota, which annually sells and ships merchandise to points outside the State of Minnesota valued in excess of \$2,000,000.

The Trial Examiner finds that Respondent is, and has been at all times material herein, engaged in commerce within the meaning of the Act.

#### II. THE UNION INVOLVED

International Ladies' Garment Workers' Union, AFL-CIO, and Retail Clerks International Association, Local No. 1116, AFL-CIO, herein jointly called the Union, are labor organizations admitting to membership employees of Respondent.<sup>2</sup>

#### III. THE UNFAIR LABOR PRACTICES

##### A. *The facts*

As noted, Respondent is a manufacturer of clothing. During the period material here Harry Dack was Respondent's production manager and in charge of personnel. During the same period Olive Martina (Tina) Pasell was the floorlady in charge of the sewing operations on the floor and was assisted therein by Gladys Strom who became a supervisor on Easter Monday in March 1959.<sup>3</sup> Respondent's answer in the instant case specifically denied that Pasell was a supervisor. At a previous hearing involving Respondent held from May 23 through 27, 1960, Respondent stipulated that Pasell was a supervisor within the meaning of the Act but maintained here that subsequent to the time of the first hearing Pasell's duties had been changed and that she no longer was a supervisor.

The facts fail to sustain Respondent's contention. The facts in the instant hearing show that Pasell continued as floorlady in charge of the sewing floor, assigning work to the sewers, and instructing and supervising the sewing employees as she had done prior to the previous hearing. Respondent appeared to contend here that at some unspecified time subsequent to the previous hearing Pasell had been stripped of her authority to hire and that that authority resided thereafter solely in Dack. The facts, however, prove this change, if any, was purely theoretical and not real because the evidence of Dack and Pasell proved conclusively that at least until the time of the instant hearing Dack always consulted Pasell before hiring a new employee and had never once failed to accept Pasell's recommendation as to the hiring or not hiring of the individual. While theoretically Pasell's authority to hire may have been withdrawn, Pasell's recommendations in that regard were still 100 percent

<sup>2</sup> This allegation of the complaint was not denied by Respondent's answer and is therefore deemed admitted.

<sup>3</sup> Strom also testified that her promotion came in the year "1960" but she acknowledged that she was confused as to the years. Other facts in the record prove the correct year to have been 1959.

effective. Accordingly, the Trial Examiner must find that there has been no significant change in the supervisory status of Tina Pasell and that she is now and has been at all times material herein a supervisor within the meaning of the Act.

Isal Langevin was originally employed by Respondent as a power sewing machine operator on February 24, 1959, and worked continuously thereafter as such under the supervision and direction of Tina Pasell and Gladys Strom until she was terminated on May 26, 1960, the day after she had testified to certain conversations she said she had had with Pasell and which Pasell subsequently denied as a witness at the previous hearing in 1960.

During the period of her employment Langevin operated the pinking machine, the pinking and seaming machine, the single needle sewing machine, and other sewing machines. During this period all the witnesses agreed that Langevin did all the pinking done in this department except when she was absent or when the amount of work required that both pinking machines be in operation.<sup>4</sup> When not required on pinking operations, Langevin also operated the single needle machine, seamed skirts, did pleating, sewed facings, and seamed seamless skirts.

Langevin estimated at the hearing that during her employment during the year 1961, one-third of her time was spent on the pinking machine, one-third on the pinking and seaming machine, and one-third on other sewing machines.

On the other hand from the 1961 daily worksheets Respondent figured that 77 percent of the dozens of work for which Langevin was paid were dozens she had "pinked" and that 62 percent of the wages paid to Langevin was for dozens pinked. Although Respondent attempts in its brief to make much of this alleged difference between Langevin's estimates and Respondent's figures, the fact of the matter is that the Respondent's figures corroborate Langevin's estimate for the reason that, while Respondent's figures combined the operations on the pinking and on the pinking and seaming machines as "pinkings," Langevin on the other hand estimated work on each machine as a separate operation. But Respondent's own figures effectively disproved Respondent's contention that during the year 1961, Langevin worked solely on the pinking process, i.e., work performed on either of the two pinking machines, because Respondent's own figures proved that 38 percent of Langevin's earnings were derived from work performed on sewing operations distinct and separate from the "pinking process." These earnings figures also rather eloquently disproved Pasell's estimate of Langevin as a "four[th]-rate operator."

On February 4, 1960, Langevin signed a card authorizing the Union to represent her for the purposes of collective bargaining with Respondent. She also attended approximately four union meetings in February and/or March 1960. There is no showing that Respondent had knowledge of either of these events.

But on May 23, 1960, a Board hearing on unfair labor practices in Cases Nos. 18-CA-111-1-2, 18-CA-118, and 18-CA-1136 (132 NLRB 1398), which involved Respondent and a closely related company, Minnesota Woolen Company, began before Trial Examiner Owsley Vose. Respondents there were represented by the same counsel as represents Respondent here. On the opening day of that hearing General Counsel introduced in evidence the following signed petition:

We the undersigned, working for Minnesota Woolen Co.,<sup>5</sup> National Sales Division, 131 W. 1st St., Duluth, Minnesota, wish to have the Retail Clerks Local 1116 represent us for the purpose of Collective Bargaining.

<i>Name</i>	<i>Address</i>	<i>Telephone No</i>
Dorothy Price-----	" "	" "
Lucille Swanson-----	" "	" "
Kieb Ruotsatainin-----	" "	" "
Jowon Lee Brand-----	" "	" "
Isal Langevin-----	" "	" "
Julia Zulla-----	" "	" "
Eva Trader-----	" "	" "
Bertha Sandison-----	" "	" "
Norma Tanskanen-----	" "	" "
Raynette Nystrom-----	" "	" "

<sup>4</sup> Respondent had two machines capable of pinking: (1) the pinking and seaming machine which was capable of pinking only or of pinking and sewing seams simultaneously, and (2) the pinking machine which Respondent acquired in October 1959, which could only pink. Langevin operated both machines.

<sup>5</sup> It is admitted that those two companies are so interrelated that the employees, as well as the inhabitants of Duluth, use the two names interchangeably

On May 25, 1960, Isal Langevin was called as a witness at that hearing by General Counsel and testified, with Floorlady Pasell sitting in the audience and several of Respondent's officials sitting at counsel table, to certain conversations which, according to Langevin's testimony, Pasell had with her in which Pasell questioned her about the Union and stated that, if the Union came in, the Company would close the plant. Subsequently Pasell appeared as a witness for Respondent at that hearing and denied making these purported statements—even as she voluntarily denied during the present hearing.<sup>6</sup>

Langevin completed her testimony on May 25, 1960. She returned to work on May 26 and that afternoon was told by Respondent that she was being laid off for lack of work.

On May 24 and 25, 1960, Respondent had laid off three employees each day. On May 26, Langevin was the only employee so laid off. But thereafter, to and including August 1, 1960, Respondent continued to lay off employees in groups of 1 to 12 employees almost daily until some 60 employees *in toto* had been laid off.

Later in the year 1960 some of these 60 laid-off employees were recalled to work, some were not. Langevin was not recalled.<sup>7</sup>

Beginning sometime in January 1961 Respondent began to feel the need for additional experienced power sewing machine operators. Admittedly finding such experienced help in the Duluth area is, in Dack's words, "very difficult." Respondent thereupon, as was customary, requested the Minnesota Employment Office to refer such help to it. In compliance with this request it was stipulated that between January 9 and March 13, 1961, Minnesota Employment Office referred some 12 women to Respondent of whom only 5 had had any previous power sewing machine experience, although the remainder had at least successfully passed the Minnesota Employment Office aptitude test.

These applicants were notified by Minnesota Employment Office of the job opportunities existing at Respondent's plant and sent with their aptitude test grade to the Respondent for interviews. Dack interviewed all these job applicants and, except in one instance, called in Pasell who also interviewed the applicant. Thereafter, if Pasell agreed with Dack, the applicant was hired, told when to report, and at that time turned over to Pasell and Strom for assignment, instruction, and supervision. During the above-cited period 11 of these women were hired by Respondent upon Pasell's approval after having interviewed them.<sup>8</sup>

On March 1, 1961, Minnesota Employment Office referred Isal Langevin to Respondent as per the above request of Respondent for experienced operators. Langevin reported at Respondent's plant for her interview on March 1. After filling out Respondent's application form Langevin was interviewed by Dack who, although he did not know Langevin personally, recognized Langevin's name as that of a former employee of Respondent.<sup>9</sup> Although it was Dack's custom to have Pasell

<sup>6</sup> General Counsel requested that the Trial Examiner take official notice of the testimony of the 1960 hearing which is presently before the Board on exceptions to the Intermediate Report of Trial Examiner Vose. Respondent objected thereto. In order to make a clear-cut record the Trial Examiner ruled at that time that he would take such notice but indicated that, after studying the briefs on the question, this ruling might be changed herein. General Counsel has cited one case, *Sears Roebuck Company*, 110 NLRB 1162, where Trial Examiner London did in fact take official notice of this Trial Examiner's Intermediate Report in a prior *Sears Roebuck* case while that case was still before the Board on exceptions to the Intermediate Report in the prior case. The Board affirmed this action of Trial Examiner London.

Although the *Sears Roebuck* case appears to be authority for the Trial Examiner's ruling at the hearing, largely because in this present instance it is admitted that the Trial Examiner would have to make credibility findings on disputed testimony from the transcript of the prior hearing without having seen the witnesses, the Trial Examiner has decided to reverse his ruling made "reluctantly" at the hearing and has not taken notice of the prior hearing herein at all. All findings made herein regarding the 1960 hearing result from testimony produced at the instant hearing.

<sup>7</sup> General Counsel here specifically disclaimed and the complaint does not allege that the layoff of Langevin on May 26, 1960, was in violation of the Act.

<sup>8</sup> Subsequently at least one of these new employees was notified of her layoff by Pasell and Strom. *In toto* six of those hired have subsequently either quit or have been laid off.

<sup>9</sup> Rather incredibly Dack testified at the hearing that he did not know what Langevin had testified to at the 1960 hearing. However, as Pasell had been a spectator in the courtroom when Langevin testified, there can be no question but that Pasell knew that fact. Nor, from Pasell's attitude at the instant hearing, can there be any doubt but that she resented the testimony of Langevin at that prior hearing.

also interview applicants for employment, Dack did not do so in the case of the interview of Langevin. Instead Dack himself, without having any confirmation from Pasell, informed Langevin that what he had had in mind in asking Minnesota Employment Office to refer applicants to Respondent was "heavy work,"<sup>10</sup> that he had nothing for Langevin, and that, if he did have anything for her, he would call her. Langevin thereupon left the office, where, incidentally, Pasell had noticed and identified her while she was being interviewed by Dack.

As Langevin left the plant, Dack went on to the sewing floor from which he and Pasell watched Langevin get into an automobile as she departed. Thereupon Dack, Pasell, and Strom conferred about Langevin immediately after which Dack wrote upon the Langevin application form the following comment: "Not to hire because she has operated a pinking machine only and cannot operate a sewing machine. She failed at this."

On this same day, March 1, Dack and Pasell interviewed applicant Irene St. Marie whom they hired with orders to report for work the following day although St. Marie admittedly was inexperienced.

Dack and Pasell hired other single applicants on March 6, 7, and 13, 1961.

Respondent has never called Langevin.

### B. Conclusions

In March 1961, Respondent admittedly needed more experienced power sewing machine operators. In fact its need was such that at that time, Dack and Pasell acting in conjunction interviewed and immediately hired new operators on March 2, 6, 7, and 13, even though two of the four operators so hired had had no previous experience.

The evidence here proved that on March 1, 1961, Dack and Pasell, as was their custom, interviewed and hired immediately, with orders to report for work on March 2, one Irene St. Marie who admittedly had no experience such as Respondent was seeking. And yet on that very same day, March 1, Dack, contrary to his custom, interviewed the experienced Isal Langevin alone and, without consulting Pasell, brushed Langevin off with the strange remark that he had been thinking of "heavy work" and, therefore, had nothing for Langevin.

While admittedly in need of experienced employees, why was it that Respondent immediately employed the inexperienced St. Marie and yet on the very same day failed to employ the experienced Langevin whose services had been satisfactory to the Respondent itself for some 15 months from February 24, 1959, to May 26, 1960, the day after she had testified on behalf of the General Counsel in an unfair labor practice proceeding involving Respondent?

Was this strange employing of the inexperienced and the failing to hire the experienced operator motivated by Respondent's resentment against Langevin's pronoun attitude which was known to the Respondent through the introduction of the pronoun petition containing Langevin's signature thereon into evidence in the 1960 proceeding and because she was known by Respondent, and particularly Pasell, to have testified to matters against Respondent in that proceeding, matters which Pasell at least denied and, therefore, must have considered to have been untrue?

Or was this difference in treatment occasioned, as Respondent contends, because Respondent considered Langevin to be a "fourth rate" operator on everything except the pinking process of which Respondent claimed to have had very little in its 1961 styles?

At the instant hearing Dack testified that at the time of the March 1, 1961, interview he recognized the name of Isal Langevin as that of a former employee of Respondent but that, although he himself had testified on the same day on which Langevin had testified at the prior hearing, May 25, he "do[es] not know what her [Langevin's] testimony was" at that hearing.

If the purpose of Dack's rather inherently improbable claim of ignorance of Langevin's testimony was to negate any inference that he refused to hire Langevin because of her testimony, this purpose was effectively destroyed by Dack's subsequent claim that his decision not to hire Langevin did not become final until 2 weeks thereafter when he spoke about Langevin to Les Johnston of North Shore Manufacturing Company who happened to be visiting Respondent's plant at that time on other business. In between those two events Dack had consulted with Pasell about the employment of Langevin and there can be no question on this record that Pasell both heard and knew the testimony of Langevin and resented it. This resentment was

<sup>10</sup> "Heavy work" to Dack meant operations on the heavier fabrics like woolens as compared to "light work" which was performed on lighter materials such as cottons.

still obvious at the instant hearing, when, instead of answering the question put to her, Pasell voluntarily and emphatically denied the fact that any conversation took place between her and Langevin of the type testified to by Langevin. Hence, unless the final decision was made at the interview itself—which Dack himself denies—then his claim of ignorance becomes immaterial for any decision made thereafter was made in conjunction with Pasell who knew and resented the Langevin testimony.

The facts in the instant case make it clear that the final decision not to rehire Langevin was taken immediately after Dack and Pasell had consulted following the Langevin interview at which time Dack made the notation on the Langevin application form "Not to hire—" and added reasons for that conclusion which admittedly were false. This was a joint decision of Dack who claimed ignorance of the Langevin testimony and Pasell who knew and resented that testimony. It is thus quite clear that the fact that Langevin had testified at the prior proceeding played its role in the decision arrived at.

On the other hand, Pasell testified that she was opposed to the reemployment of Langevin because Langevin had been almost exclusively engaged in the pinking process during her prior employment with Respondent but that, as only 4 of Respondent's 1961 styles required pinking as contrasted to 31 such styles previously, there was little or no pinking to be done in 1961 and because Langevin was a "fourth-rate operator" on any operation other than pinking.

Unfortunately for Pasell, admitted facts disproved her claims. These facts proved that Langevin had been a satisfactory operator under Pasell's own supervision for a period of 15 months prior to the date on which she gave her testimony in the prior proceeding. Furthermore, according to the Respondent's own computations for a period selected by it when Langevin was supposedly exclusively engaged in working on the pinking process, the facts show that 38 percent of Langevin's earnings for that period were derived from operations other than pinking although it was further admitted that Langevin in addition thereto did all the pinking work in the department. These are not the figures of a fourth-rate operator or one exclusively engaged in pinking. If Langevin had been as poor an operator as Pasell would have us believe, why did Pasell as her supervisor retain her as an operator for 15 months? Langevin had been a satisfactory employee before she testified—but apparently not afterwards. Also the facts prove that there still was pinking to be done, albeit in smaller quantities than previously.

Furthermore the only example Pasell was able to recall of Langevin's supposedly poor workmanship occurred during Langevin's first month of employment as a new inexperienced operator, i.e., the bowling skirt job. The fact that Pasell was forced to recall Langevin's very first job in order to criticize Langevin's workmanship would tend to turn this criticism into commendation of that workmanship. Obviously, therefore, the facts prove all of Respondent's explanations for failing to hire Langevin to be specious.

Accordingly, the Trial Examiner is convinced and must, therefore, find that the Respondent failed to employ Isal Langevin on March 1, 1961, because it resented both her known pronoun attitude and her testimony against it given at the prior Board proceeding in May 1960 in violation of Section 8(a)(1), (3), and (4) of the Act.

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

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

#### V. THE REMEDY

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

It has been found that Respondent discriminated in the refusal to hire Isal Langevin on March 1, 1961, because of her known pronoun attitude and because she gave testimony against it in a proceeding arising out of charges filed by the Union, thereby violating Section 8(a)(1), (3), and (4) of the Act. Accordingly, it will be recommended that Respondent be ordered to employ Langevin in the position that she would have occupied but for Respondent's discrimination against her, or to a substantially equivalent position, without prejudice to her seniority and other rights and privileges. It will also be recommended that Respondent be ordered to make Langevin whole for any loss of pay that she may have suffered because of the Re-

spondent's discrimination against her, by payment to her of a sum of money equal to the amount she normally would have earned as wages from the date of such discrimination to the date of the offer of employment, less her net earnings. *F. W. Woolworth Company*, 90 NLRB 289.

Because of the nature of the unfair labor practices engaged in by Respondent, the Trial Examiner senses an attitude of opposition to the purposes of the Act in general, and hence the Trial Examiner deems it necessary to order that the Respondent cease and desist from in any manner infringing upon the rights guaranteed its employees in Section 7 of the Act.

#### CONCLUSIONS OF LAW

1. By discriminating in regard to the hire of Isal Langevin on March 1, 1961, thereby discriminating in regard to her hire and tenure of employment, and discouraging union activities among its employees, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1), (3), and (4) of the Act.

2. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed to them in Section 7 of the Act, Respondent has engaged in and is engaging 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

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this case, the Trial Examiner recommends that Minnesota Manufacturing Company, Inc., Duluth, Minnesota, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in, or activities on behalf of, International Ladies' Garment Workers' Union, AFL-CIO, or in any other labor organization, or the right of its employees to engage in any other concerted activities for the purposes of collective bargaining or other mutual aid or protection by discriminating in regard to their hire or tenure of employment or any term or condition of employment.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist International Ladies' Garment Workers' Union, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or 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, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

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

(a) Offer to Isal Langevin immediate employment in the position that she would have occupied but for Respondent's discrimination against her, or to a substantially equivalent position, without prejudice to her seniority and other rights and privileges, and make her whole for any loss of earnings which she may have suffered as a result of the discrimination against her on March 1, 1961, in the manner set forth under the section of this Intermediate Report entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of these Recommendations.

(c) Post at its plant in Duluth, Minnesota, copies of the notice attached hereto marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Eighteenth Region, shall, upon being duly signed by the Respondent's representatives, be posted by it 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 by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for the Eighteenth Region, in writing, within 20 days from the date of receipt of this Intermediate Report, what steps have been taken to comply with the foregoing recommendations.

The Trial Examiner further recommends that, unless within 20 days from the receipt of this Intermediate Report, Respondent has notified the Regional Director that it will comply with the foregoing recommendations, the Board issue an Order requiring Respondent to take the aforesaid action.

#### APPENDIX A

##### NOTICE TO ALL EMPLOYEES

Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, 1947, as amended, we hereby notify our employees that:

WE WILL NOT discriminate in regard to the hire or tenure of our employees because they have filed charges or given testimony under the National Labor Relations Act, as amended.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist International Ladies' Garment Workers' Union, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activity, 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, as amended.

WE WILL offer Isal Langevin immediate and full employment to the position she would have had except for our discrimination against her, or a substantially equivalent position, without prejudice to her seniority or other rights and privileges, and will make her whole for any loss of pay she has suffered as a result of the discrimination against her.

All our employees are free to become, remain, or refrain from becoming members of the International Ladies' Garment Workers' Union, AFL-CIO, or any other labor organization, except to the extent that this right may be affected by a lawful 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.

MINNESOTA MANUFACTURING COMPANY, 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.

Local 367, International Brotherhood of Electrical Workers,  
AFL-CIO and Stuart E. Pipher and Stanley R. Melvin and  
Easton Branch, Penn-Del-Jersey Chapter, National Electrical  
Contractors Association. Cases Nos. 4-CB-632-1 and 4-CB-  
632-2. November 14, 1961

#### DECISION AND ORDER

On June 5, 1961, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the Intermediate Report attached hereto.