

In the Matter of **HARDWICK STOVE COMPANY, INC. and INTERNATIONAL  
MOLDERS' UNION OF NORTH AMERICA**

*Case No. C-70.—Decided July 8, 1936*

*Stove and Furnace Manufacturing Industry—Interference, Restraint or Coercion:* surveillance of union meetings and activities; espionage; interference with organizational activity; questioning employees regarding union affiliation; attempt to bribe union members; engendering fear of loss of employment for union membership and activity—*Condition of Employment:* non-membership in union—*Discrimination:* in allocation of work; demotion; discharge—*Reinstatement Ordered—Back Pay:* awarded.

*Mr. Walter G. Cooper, Jr.,* for the Board.

*Mr. D. Sullins Stuart* and *Mr. James F. Corn,* of Cleveland, Tenn., for respondent.

*Hilda Droshnicop,* of counsel to the Board.

DECISION

STATEMENT OF CASE

On February 3, 1936, the International Molders' Union of North America, hereinafter referred to as the Union, filed a charge with the Regional Director for the Tenth Region, charging the Hardwick Stove Company, Incorporated, of Cleveland, Tennessee, hereinafter called respondent, with having committed unfair labor practices prohibited by the National Labor Relations Act, approved July 5, 1935, hereinafter called the Act. A complaint and accompanying notice of hearing were issued by Charles N. Feidelson, duly designated agent of the National Labor Relations Board, on February 7, 1936, copies of which were duly served upon respondent and upon the Union.

The complaint charged respondent with violations of Section 8, subdivisions (1), (2), and (3) of the Act, by virtue of its discharge of and refusal to reinstate eight employees—Charlie Wagner, Carl Lyles, Millard Sutton, Spencer Blankenship, Tom Ray, Louis Dodd, Ernest Cross<sup>1</sup> and Garland Fullbright—for forming, joining, and assisting the Union. On February 19, 1936, respondent submitted its constitutional objections to the jurisdiction of the Board and its answer, in which it denied the allegations of unfair labor practices and moved to dismiss the complaint.

<sup>1</sup>“Everett Cross” is the correct name of the molder designated in the complaint as “Ernest Cross”; he will be referred to in this decision by his correct name.

Pursuant to notice, a hearing was held at Chattanooga, Tennessee, March 2, 3, 4, 5 and 30, 1936, before Noel R. Beddows, duly designated by the Board as Trial Examiner. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing on the issues was afforded both parties. At the opening of the hearing respondent moved to dismiss the complaint on the ground that its business was not in interstate commerce. The Trial Examiner's ruling denying this motion is hereby affirmed. Paragraph 4 of the complaint was subsequently amended to allege that respondent had interfered with its employees in joining rather than in forming a labor organization. Respondent later in the hearing renewed its constitutional objections and moved to dismiss the complaint on the ground that the evidence failed to support the allegations of violation. At the close of the hearing respondent renewed all of these objections in its motion to dismiss. The Trial Examiner overruled them. His ruling is hereby affirmed.

By order of March 30, 1936, and in accordance with Section 35, Article II of National Labor Relations Board Rules and Regulations—Series 1, the proceeding was transferred to and continued before the Board. Thereafter, respondent requested an opportunity to argue the case on the record before the Board. The Board granted the request, and on April 9, 1936, Mr. Stuart, appearing for respondent, and Mr. Sternau, representing the Union, made arguments before the Board at Washington.

Upon the entire record now before it, including the pleadings, transcript of the evidence, exhibits introduced, and the brief of respondent, the Board makes the following:

#### FINDINGS OF FACT

##### I. HARDWICK STOVE COMPANY, INCORPORATED

The Hardwick Stove Company, Incorporated, is a Delaware corporation, having its principal office and place of business, which is the scene of the present dispute, in Cleveland, Bradley County, Tennessee. It is one of the largest, if not the largest, foundry in the South.

Respondent is engaged at its Cleveland plant in the production, sale and distribution of stoves and ranges. It employs 400 or 500 employees at its peak season, of whom 200 are molders. During August, 1935, it had approximately 150 molders.

At the hearing respondent stipulated that it acquires a substantial portion, if not the bulk, of its raw materials from states other than Tennessee and that it ships a substantial part, if not the bulk, of its manufactured products to points outside of Tennessee. Thus, practically all the pig iron used by it is imported from Birmingham, Ala-

bama; 80% or 90% of its coke is bought in the same city; a large proportion of its steel is similarly purchased outside of Tennessee. The emery and branding used by respondent come from New York and its brick from Ohio. Most of these products are bought f. o. b. Cleveland. Respondent sells its finished products to jobbers, wholesalers and retailers all over the United States and disposes of a large volume of its production to mail order houses which deal extensively with most of the states in the union. Respondent advertises in journals of nation-wide circulation. It has registered a trademark for use in interstate commerce.

All of the aforesaid constitutes a continuous flow of trade, traffic and commerce among the several States.

## II. THE UNFAIR LABOR PRACTICES

### A. *Respondent's labor policy before the passage of the Act*

The history of respondent's labor relations before the passage of the Act is one of unyielding resistance to unionism. Since the founding of the company it was generally understood that no union activities would be permitted in the plant. Hurt, vice-president of respondent, testified at the hearing that he had been trained by the founder of the company to believe "that union-organizers had horns" and that it was respondent's settled policy to refuse to bargain collectively with groups of its employees and to discharge men who joined a union. The strikes in 1916 and in 1926-1927 which resulted from this suppression were combatted by methods which left the employees in no doubt of respondent's determination to crush the movement by any means at its command. In 1926-1927, open Union meetings held in the city court house were attended by officers of respondent, among them Hurt, Hughes, the chief timekeeper, and Carl, a superintendent at the foundry. Another meeting, held at the Cates building in Cleveland, was again spied on by Hurt, who gained admittance to the Union hall and hid behind a door until he was discovered. Thereafter, meetings were held out of town in an effort to escape the espionage and reprisals of respondent, but to no avail; Hughes and Flowers, chief timekeeper and timekeeper of respondent, respectively, were discovered listening under the floor of the building during the course of one of the meetings. Ira Logan, an employee, was also retained by respondent as a spy. Walden, production manager, and Andrews, chief foreman of the foundry department, also eavesdropped on a Union meeting at the house of one of respondent's molders during this period. At about this time Andrews urged Millard Sutton, an employee, to assert under oath in an injunction suit that strikers had called him a scab in an attempt to intimidate him into joining them. In the face of

Sutton's insistence that this had not occurred, Andrews warned him that he would be discharged if he did not swear to these facts at the hearing on the injunction. Sutton was dismissed when respondent subpoenaed him and he refused to perjure himself.

As a result of respondent's tactics the Union in Cleveland was reduced to a membership of one or two men. Owing to respondent's intense hostility, the Union omitted from its publications all reference to the existence of a skeleton organization in Cleveland, for fear that respondent might be aroused to activities which would make the future growth of the Union impossible. The obligations imposed by Section 7 (a) of the National Industrial Recovery Act did not make respondent more receptive to unionism. Hurt testified that he opposed the unionization of the men in 1933, among other reasons because the organizer sent by the Union was a foreigner and because respondent disagreed with the Union regulations concerning apprenticeship.

### B. *The unfair labor practices*

In the early spring of 1935 discussion of unionism in the Cleveland foundries revived. In response to the request of the employees for an organizer, the American Federation of Labor sent Frank Spurling to Cleveland in March, 1935, under the supervision of Henry Sternau. The organizers soon obtained the verbal agreement of 121 out of 123 employees in respondent's molding department to join if respondent did not interfere in the organization.

On August 9, 1935, the first Union meeting was held at Benton Pike, about a mile and a half from the center of town. About ten or twelve men from the foundries in Cleveland attended, among them Louis Dodd, Millard Sutton, Tom Ray, Garland Fullbright, Blanco Wooden and Clyde Mowery, employees of respondent. During the meeting, Bill Brown, respondent's plant policeman, drove past in a car several times, finally drew up near the meeting house and observed who was there. Paul Brown, who was with his father, was asked to come in, but refused to do so. The Browns continued their inspection for approximately half an hour and then drove away. On being warned that Mowery was a spy, Sternau requested him to leave. Fullbright predicted that Mowery would immediately inform respondent, and that the employees who attended the meeting would be discharged.

On August 12, three days after the meeting, Dodd, an expert molder who had been employed by respondent for five years,<sup>2</sup> was removed from his regular job and consigned to cat-skinning (doing extra, helping or substitution work), while Charlie Ernest, who had not worked for respondent for several years, replaced him. On the same day

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<sup>2</sup> Dodd's average earnings were \$20 a week.

Fullbright,<sup>3</sup> a skilled barrel molder of ten years' standing, was dismissed by Andrews, chief foreman of the foundry department, with the words: "The company requires me to get rid of you." He was replaced by Bob Courtney, who had been employed by respondent for about four or five months.

A subsequent meeting of the Union called at Benton Pike was not attended because the men were intimidated by respondent's espionage at the first. The next meeting was held on Friday, August 16, at Painters' Hall, a building in the middle of Cleveland, near the court house. All those present at the first meeting attended, with the addition of Carl Lyles, Spencer Blankenship, John Kerr, Charlie Wagner and Everett Cross. In all, approximately 15 or 20 molders employed by respondent and by the Dixie Foundry, another foundry in Cleveland, attended. Wagner, Lyles, Sutton, Blankenship, Ray, Dodd, Cross, Fullbright, Kerr and Wooden applied for membership in the Union. A considerable number of molders employed by respondent gathered in the court yard across the street from the hall, but were deterred from going in to the meeting because numerous officials of respondent and the Dixie Foundry<sup>4</sup> stood for approximately half an hour in full view in front of the building, observing the men who were going in.

A few days after this meeting Ray heard Richardson remark to Luther Mowery, "There are going to be some good jobs for somebody around here in a day or two." At about this time Andrews approached Dodd, asked him how he liked the Union, and suggested that Dodd could name his job if he would go to the third meeting as a spy for respondent. Dodd replied, "Let the same one tell you that told you I was there." On August 20, when Dodd applied for a cat-skinning job, he was escorted out of the plant by Bill Brown, who said that he had gotten his orders from the office. When he applied to Walden for reinstatement, Walden said, "What did you want to go to those meetings for, . . . you know we don't allow it, never have and never will."

On August 17, Sutton, who had been employed by respondent for approximately eight years,<sup>5</sup> was removed from his regular job and was detailed to substitute for Clyde Green, who was temporarily absent because of a hurt knee. When Green returned on August 19 Brown ordered Sutton off the company property. This was unusual, since cat-skinners were usually permitted to remain about the foundry in case a substitute or extra man might be needed. Sutton's position was filled by Dewey Stansbury, whose place in turn had been taken

<sup>3</sup> Fullbright's wages were about \$30 to \$35 a week.

<sup>4</sup> Hurt, Walden, Richardson, a foreman, Bill Brown, Paul Broan, Hubert Brown and Luther Mowery, an instructor employed by respondent, and Walter Kyle and Le Roy Ryner, of Dixie Foundry, were seen in the vicinity.

<sup>5</sup> Sutton's average earnings were \$18 to \$20 a week.

by a newcomer who had worked in the foundry for only a few days. Shortly thereafter, Sutton was given notice to move from his house, which was owned by Andrews.

At about the same time Ray, an expert Molder of six years' experience,<sup>6</sup> was told that his job had been cut out because of curtailment of production. Five other molders performing the same work retained their positions. Rufus Swicegood, Ray's partner, was given other work while Ray was told that he could cat-skin if he wished to do so. Instead of Ray, Pete Senters, a helper of three or four weeks' experience, was hired for cat-skinning on August 19; on August 20, Ray was again refused work but saw his former job going into operation again; on August 21, however, when he expected to return to his work, he was ejected from the foundry by Trotter, the Chief of Police of Cleveland. Dan Rymer, a non-Union helper of five months' experience who in June, 1935 had demonstrated his incapacity to hold Ray's position, replaced Ray. Ray had lived in a company house for three years; after his discharge he was given three days' notice to move.

Everett Cross,<sup>7</sup> who had been helping Ray, was laid off on August 19 under the same circumstances and was replaced by a new man.

Charlie Wagner, a man of extensive experience as a molder, who had worked for respondent five days a week since 1934,<sup>8</sup> was told on August 17 that his services would no longer be required since all the skimmers were to be laid off. Bill Brown ordered Wagner to leave the property at once, and kept him under strict surveillance when he permitted him to enter the plant on pay day to receive his final check. Respondent continued to employ skimmers after August 20, among them Willard Lyles, J. Senters, Marshall McClanahan and Shorty Collins.

Spencer Blankenship,<sup>9</sup> a skilled squeezer molder of two years experience who had worked six days a week before attending the Union meeting on August 16, was told on August 19 that his position was to be given to Joe McClanahan, a workman of admittedly inferior capacity to whom Blankenship had previously been preferred. Respondent fails to explain why of the ten molders doing comparable work, Blankenship was eliminated or why Blankenship was not detailed to other jobs which were then open.

Carl Lyles, a skilled molder of four years' standing,<sup>10</sup> was replaced on August 19 by Clyde Mowery, a pattern maker in the plant. Mowery was subsequently returned to the pattern job and Lyles'

<sup>6</sup> Ray earned \$30 a week.

<sup>7</sup> Cross earned about \$12 a week in August.

<sup>8</sup> Wagner earned about \$20 to \$25 a week.

<sup>9</sup> Blankenship's earnings were \$22 to \$23 a week.

<sup>10</sup> Lyles' wages averaged about \$22 a week.

place was taken by Lem Banks, an old employee of such inferior skill that he was later removed and the position given to another molder. As in the case of the others, Lyles failed to get any skinning work whatever and was shortly thereafter ordered to keep away from the foundry. Since respondent observed no rules of seniority, and conceded that Lyles was an excellent workman, its choice of Lyles for dismissal out of the six or eight bench molders producing the same product is not satisfactorily explained by the alleged projected decrease of production.

Although the organization of respondent's plan was such that Andrews (or his sub-foremen when he was absent) had complete right to hire and discharge, Andrews and the foremen sent the Union men to Walden, the production manager, when they applied for reinstatement, saying that they would be glad to give them work if the office permitted it. Their applications to Walden were met with the statements, "We do not need any men", or, "Why did you join up with the Union?"

At a meeting of the Union on August 23, after the discharges, officials of respondent and of the Dixie Foundry were again conspicuously in evidence about the building. Later Union meetings were secret.

Respondent declares that after the passage of the National Labor Relations Act, its labor policy was changed to conform to the law; that the presence of its officials in the vicinity of Union meetings was accidental; and that the men here in question were laid off because of an impending reduction in production.

In support of the contention that its anti-Union policy was modified by the requirements of the Act, respondent adduced evidence that Mr. Hurt requested Mr. Walden and Mr. Andrews to read the Act carefully and to abide by it. There is no evidence that respondent posted notices or announced publicly that it would not interfere with a union in the foundry. On the contrary it is apparent from the evidence of the sub-foremen's warnings to the men during this period that they shared with the employees the impression that Union activities were still an invitation to dismissal. It is obvious that respondent's failure to communicate its change of policy to its workers encouraged them in the belief that it would employ against unionism the measures that had proved so effective in the past. Under these circumstances neglect in assuring the men that their rights under the law will be observed necessarily subjects them to anxiety which is as cramping to effective action as open intimidation and discrimination. We incline to the view that respondent cultivated and was content to profit by this fear on the part of its employees.

Similarly unconvincing is respondent's attempt to show that the presence of several of its officials outside the hall on the three occasions on which the Union held open meeting was fortuitous. Assuming the reality of the initial coincidence we believe that a proper regard for the rights guaranteed employees by the Act would have prompted respondent's officers to take precautions to permit no misunderstanding of their position. No over subtle analysis is required for comprehension of the fact that in the light of respondent's anti-Union record, the foregathering in front of the hall of a group of its officials would powerfully recall the experience of 1926-1927 and would suggest that the price of unionism was still the employees' jobs. Respondent may not disclaim foresight of the normal and inevitable effects of its behavior. The continued appearance of respondent's officers at the second and third meetings permits no doubt that respondent intended the result obtained; that is, the destruction of the growing Union movement in its foundry.

The evidence submitted in support of the contention that the eight men named in the complaint were laid off temporarily because of a reduction of production in August does not improve respondent's position. The record of good castings produced weekly from August 3, 1935, to February 22, 1936, brought in by respondent fails to establish a material curtailment of operations during and immediately following the weeks in which the employees here in question were laid off. Throughout August, September and October, the foundry ran six days a week for the usual number of hours, and the widest fluctuation during August was between the figures of 398,725 pounds (to August 17) and 363,435 pounds (to August 31). In September production remained but slightly lower than that of August; castings in October were almost as many as in August; in the beginning of November the maximum output of the entire period from August to January was obtained. It was not until November that the marked slump to which respondent refers occurred; the lowest point was reached in December. Moreover, some doubt of the accuracy of using the amount of good castings to determine output for a given period was expressed at the hearing by respondent's officials themselves. Andrews testified that fluctuation in the number of good castings might reflect the fact that extremely light or heavy work was being done that week, rather than a difference in total production or total number of men employed. In the same way, if the cleaning room got behind in its work one week and caught up the following week, those castings would be reflected in the number of castings credited to the following week. In addition, some types of work involve a greater proportion of "discounts" (work which must be re-done) and production of good castings would accordingly be smaller despite the presence of as many molders in the plant.

Andrews admitted that most of the discrepancies in production in August might be explained in large part by the factors vitiating the accuracy of good castings as an index of production.

The number of men laid off and taken on during August, September and October similarly fails to support respondent's allegation that a substantial decrease of force occurred at or about the time the Union men were dismissed. Andrews admitted at the hearing that respondent employed between 180 and 200 men in the molding department in September as against approximately 150 in August. Irrespective of the circumstances under which they were "laid off", respondent's failure to reemploy the eight men here in question despite their applications for reinstatement, when these substantial additions in force were made, indicates that their original dismissal was not and is not to be assigned to reduction in force. We are not persuaded that this inference is false by the fact that besides those named in the complaint, Johnny Kerr, Blanco Wooden, Edward Boling, Sam Blair, James Coffee, John W. Daley, Willard Lyles, Leonard Ogle, Curtis Wolfe and Sam Cornwall were also laid off in August. It will be noted that Kerr and Wooden had attended Union meetings and applied for membership. Willard Lyles was incapacitated for work in August because he was shot, and Sam Cornwall was out because of a burnt foot in the same month. Andrews testified that Edward Boling, who was discharged on August 31, was only a laborer and was never used unless respondent was extremely short of hands; that Sam Blair left on August 31 because he had a job he could not make; that James Coffee, who was laid off on August 10, was an inexperienced apprentice boy who was used only when respondent was very busy; that Leonard Ogle was not a good workman and that Willard Lyles was a good molder, but lazy. Pointing in the same direction is the fact that in spite of their deficiencies, Blair, Coffee and Lyles, as well as Daley, all non-Union men, were reemployed by respondent in September, while the Union men, whom respondent's officials freely admitted to be of superior skill and experience, were not called back. In addition, during August, September and October, Bill Vaughn, Charlie Ernest, Roy Ryden and Leamon Lee, all non-Union men who had never worked for respondent or who had not worked for respondent for several years, were hired. Andrew's reply to the Trial Examiner's expression of surprise that he deliberately passed over superior workers in favor of admittedly unskilled men was that ability was not the only element in question; the answer suggests the principle of selection which led to the elimination of the Union men. We note also that in the five months between their discharge and the hearing respondent did not afford the Union men the advantage of its policy of giving old

and experienced employees who have been out of work for a considerable period temporary cat-skinning jobs in order to retain their services. Nor did respondent attempt to keep these men by distributing the available work among them as well as the others by reducing the number of hours or days in the work-week as it had in the past, and as it did again in November and December, 1935.

The record abundantly establishes that after the passage of the Act, as well as before, respondent sent spies to Union meetings; that it attempted to buy off Union men individually; that it terrorized would-be Union members by massing company officials in front of the meeting halls. Those who attended Union meetings respondent demoted, discharged, refused to reinstate to employment, ejected from company property and from company houses. As Commissioner of Police, vice-president of the Merchant's Bank of Cleveland, director of the Cleveland Chair Company, president of the Cherokee Hotel Company of Cleveland and close associate of the other foundaries in Cleveland, C. L. Hardwick, president of respondent, is a power in the community whose latent disapproval alone might well deter a worker from asserting his rights. The record shows that C. L. Hardwick actively pursued the men here in question with the reprisals which, as Commissioner of Police and intimate of the other foundry operators in the town, he could easily command. The emptiness of respondent's explanations in the face of examination leaves only one inference to be drawn from these facts.

We find that respondent discharged from employment between August 15 and August 19, and thereafter refused to reinstate Charlie Wagner, Carl Lyles, Millard Sutton, Spencer Blankenship, Tom Ray, Louis Dodd, Everett Cross and Garland Fullbright, and that by each of said discharges respondent discriminated in regard to hire and tenure of employment, and thereby discouraged membership in the International Molders' Union of North America. By such acts, respondent interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The complaint alleges also a violation of Section 8, subdivision (2) of the Act. No evidence was introduced relating to this allegation; it will therefore be dismissed.

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

Interference with the activities of employees in forming or joining labor organizations results in strikes and other forms of industrial unrest which in the iron and steel manufacturing industries have habitually resulted in impeding the movement

of products in interstate commerce. Thus, official statistics of the United States Department of Labor on labor disputes in the stove manufacturing industry indicate that 1934 and in January to September, 1935, 4,797 men participated in strikes resulting in 147,424 man-days of idleness, of which a large proportion were the outcome of difficulties in regard to union recognition and discrimination for union activities.

The aforesaid acts of respondent have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact and upon the entire record in the proceeding the Board finds and concludes as a matter of law:

(1) The International Molders' Union of North America is a labor organization, within the meaning of Section 2, subdivision (5) of the National Labor Relations Act.

(2) Respondent, by discriminating in regard to the hire and tenure of employment of Charlie Wagner, Carl Lyles, Millard Sutton, Spencer Blankenship, Tom Ray, Louis Dodd, Everett Cross and Garland Fullbright, and each of them has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

(3) Respondent, by interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

(4) Such unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2, subdivisions (6) and (7) of the Act.

#### ORDER

On the basis of the findings of fact and conclusions of law and pursuant to Section 10, subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that respondent, Hardwick Stove Company, Incorporated, and its officers and agents shall:

1. Cease and desist:

(a) From discouraging membership in the International Molders' Union of North America, or in any other labor organization of its employees, by discharging or threatening to discharge any of its employees for joining the International Molders' Union of North America, or any other labor organization of its employees;

(b) From in any other manner discriminating against any of its employees in regard to hire or tenure of employment or any term or condition of employment for joining the International Molders' Union of North America, or any other labor organization of its employees; and

(c) From 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 labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

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

(a) Offer to Charlie Wagner, Carl Lyles, Millard Sutton, Spencer Blankenship, Tom Ray, Louis Dodd, Everett Cross and Garland Fullbright, immediate and full reinstatement, respectively, to their former positions, without prejudice to any rights and privileges previously enjoyed;

(b) Make whole said Charlie Wagner, Carl Lyles, Millard Sutton, Spencer Blankenship, Tom Ray, Louis Dodd, Everett Cross and Garland Fullbright for any loss of pay they have suffered by reason of their discharge by payment to each of them, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate each was paid at the time of his discharge, less the amount earned subsequent to his discharge;

(c) Post immediately notices to its employees in conspicuous places in its plant, stating (1) that respondent will cease and desist in the manner aforesaid, and (2) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting.

It is further ordered that the allegation of the complaint that respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (2), is hereby dismissed.