

IN THE MATTER OF QUIDNICK DYE WORKS, INC. and FEDERATION OF  
DYERS, FINISHERS, PRINTERS AND BLEACHERS OF AMERICA

*Case No. C-149.—Decided June 11, 1937*

*Textile Dyeing, Printing and Finishing Industry—Interference, Restraint or Coercion:* surveillance of, questioning employees regarding organizational activities and meetings; discrediting union; threat to close plant; engendering fear of loss of employment for union membership and activity—*Discrimination:* discharge—*Reinstatement Ordered—Back pay:* awarded.

*Mr. Edmund J. Blake* for the Board.

*Mr. Herman J. Aisenberg* and *Mr. Patrick H. Quinn*, of Providence, R. I., for respondent.

*Mr. Julius Schlezinger*, of counsel to the Board.

DECISION

STATEMENT OF CASE

In April, 1936, the Federation of Dyers, Finishers, Printers and Bleachers of America, hereinafter called the Union, filed a charge with the Acting Regional Director for the First Region (Boston, Massachusetts) against the Quidnick Dye Works, Inc., Coventry, Rhode Island,<sup>1</sup> charging that Company with violation of Section 8, subdivisions (1) and (3) of the National Labor Relations Act, 49 Stat. 449, hereinafter referred to as the Act. On May 5, 1936, the National Labor Relations Board, hereinafter called the Board, by the Acting Regional Director for the First Region, issued its complaint against the Quidnick Dye Works, Inc., hereinafter referred to as the respondent, alleging that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1) and (3), and Section 2, subdivisions (6) and (7) of the Act, in that the respondent had discharged and refused to reinstate Peter Greenleaf and Theodore Greenleaf, workmen employed by the respondent in its plant at Coventry, Rhode Island, for the reason that they had assisted the Union and had engaged in concerted activities with other employees of the respondent for the purpose of collective bargaining and other mutual aid and protection. The complaint and accompanying notice of hearing were duly served upon the parties.

<sup>1</sup> The charge refers to the company as "The Quidnick Dye Works, of West Warwick, Rhode Island".

Pursuant to the notice of hearing, a hearing was conducted by Robert M. Gates, the Trial Examiner duly designated by the Board, on May 14, 1936, and testimony was taken. Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded to the parties. At the hearing respondent appeared and objected to the proceedings upon the grounds that it is not engaged in interstate commerce and that the Act is unconstitutional in that it violates Article 1 of Section 1 of the Constitution of the United States and the Fourth, Fifth and Tenth Amendments to the Constitution. The Trial Examiner overruled the objection without prejudice to the respondent to renew it after the introduction of evidence with respect to the jurisdiction of the Board. At the conclusion of the hearing the respondent moved to dismiss the complaint. This motion was denied by the Trial Examiner. The respondent took exception to this ruling and to various other rulings made by the Trial Examiner during the course of the hearing. All rulings of the Trial Examiner are hereby affirmed.

On May 19, 1936, the respondent, pursuant to an extension of time granted to it by the Trial Examiner, filed an answer to the complaint. The answer admitted the discharge of Peter Greenleaf and Theodore Greenleaf but denied that they were discharged because of their Union activities. The answer also denied that the respondent is engaged in interstate commerce and it alleged the unconstitutionality of the Act.

Thereafter, the Trial Examiner duly filed his Intermediate Report. He found that the respondent had discharged Peter Greenleaf for the reason that he had joined and assisted the Union, and had discharged Theodore Greenleaf for the reason that his brother, Peter, had joined and assisted the Union. He found further that by virtue of such discharges the respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1) and (3), and Section 2, subdivisions (6) and (7) of the Act. The Trial Examiner recommended that the respondent cease and desist from its unfair labor practices and, in addition, offer reinstatement to the discharged employees with back pay. The respondent has not complied with these recommendations.

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

#### FINDINGS OF FACT

##### I. THE RESPONDENT

The Quidnick Dye Works, Inc., is a Rhode Island corporation which owns and operates at Coventry, Rhode Island, a plant for the

dyeing and finishing of silk and rayon textiles.<sup>2</sup> The respondent does not manufacture any of the textiles colored at its plant, and title to the cloth is always in the respondent's customers. Practically all of the goods handled by the respondent are shipped to it from States other than Rhode Island and, after they have been dyed and finished, returned to customers located outside Rhode Island. The shop foreman of the respondent stated at the hearing that the respondent's customers in Rhode Island "wouldn't amount to hardly anything at all". About 50 per cent in bulk, though not in value, of the soap, chemicals, dyes, and other materials used in the coloring of the textiles are purchased from outside Rhode Island.

About 200 persons are employed by the respondent at its Coventry plant. When the plant operates on a double shift basis, approximately 60,000 yards of silk and 200,000 yards of rayon are handled each week. It normally requires three days to dye and finish textiles and prepare them for delivery.

## II. THE UNION

The Federation of Dyers, Finishers, Printers and Bleachers of America is a labor organization including as members persons employed in the dyeing and finishing trade. It is a department of the United Textile Workers of America.

## III. THE UNFAIR LABOR PRACTICES

### A. *Attempt to organize respondent's plant*

Early in March, 1936, Jack Rubenstein, an organizer for the Union, started an attempt to organize the workers at the respondent's plant.<sup>3</sup> The organization work culminated in a meeting on Sunday, March 22, in the adjoining town of West Warwick. This meeting was attended by about 15 of the respondent's employees. Edward J. Capuano, the shop foreman of the respondent, sat in his car across the street from the meeting hall observing the persons entering the hall.

<sup>2</sup>For a description of the dyeing and finishing industry and its relation to interstate commerce, see the decision of the National Labor Relations Board in the *Matter of Martin Dyeing and Finishing Company and Federation of Dyers, Finishers, Printers and Bleachers of America*, Case No. C-123, decided December 7, 1936 (*supra*, p. 403). In that case the Board said:

"The dyeing and finishing industry forms a bottle-neck for the textile industry as a whole. Any eventuality, such as a shortage of dyestuffs experienced during the Great War, a flood such as occurred in the Spring of 1936, or a strike, that would clog up this bottle-neck would create a chaotic condition in the textile industry as a whole; goods would back up on the grey mills, the users of finished textiles would be without materials essential to production, the flow of raw materials to the mills would be interrupted, and the flow of interstate commerce in a very wide circle would be affected."

<sup>3</sup>A previous attempt to organize the respondent's employees had been made some months before. A meeting had been called in a hall opposite the plant but, when the shop foreman and other officials of the Company sat down on the doorstep, no one entered.

The following day Capuano held a meeting in his office of those employees whom he had seen go into the meeting hall and questioned them concerning the Union meeting. He told them that "the union was a lot of graft and not to bother with it" and that if they were dissatisfied with conditions at the plant, they were to come to him with their grievances. Another official of the respondent, called the head dyer, was present and informed the men that the plant had been moved to Rhode Island from New Jersey because of the Union. He warned them that the plant would be closed if a union was ever organized at the Quidnick Dye Works.<sup>4</sup>

The second and third meetings of the Union were held on the succeeding two Sundays. As a result of the meeting in Capuano's office, attendance dropped and no more than 10 or 11 were present at either meeting. Immediately following the third Union meeting, Peter and Theodore Greenleaf were discharged. Obviously intimidated by these discharges, none of the respondent's employees attended the next Union meeting.

#### *B. Peter Greenleaf*

At the time of the hearing Peter Greenleaf was 20 years of age and had been employed by the respondent for about two years. During that period he had worked at five different occupations, the last being that of a folder of silk. He had been engaged at this particular occupation for about three or four months at the time of his discharge. The folder's duties consisted of operating the machine which folded the finished materials and of measuring the goods and inspecting them for defects. Peter Greenleaf was the only folder of silk in the plant at the time, although he had a helper named Ernest Doucette. He was paid on a piecework basis and his earnings averaged approximately \$28 for a week of from 75 to 80 hours.

Peter Greenleaf had attended the first Union meeting and was among the group who were called into Capuano's office. He continued his interest in the Union, however, and attempted to influence other employees at the plant to join. He himself joined the Union and paid his initiation fee at its third meeting. The following day, April 6, 1936, he was discharged. Peter Greenleaf was the only employee of the respondent who actually paid an initiation fee to the Union.

Peter Greenleaf testified that he was discharged because of his Union activities. When questioned concerning the reason which Capuano gave him for his dismissal, he replied, "Well, that is what he told me, that if I wasn't satisfied with my job, to see him instead of seeing the Union. Now he told me to tell the union to get me a

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<sup>4</sup>The record does not contain any other information in regard to the removal of the respondent's plant from New Jersey.

job." Capuano denied making this statement but his denial is not persuasive when considered in the light of his admittedly intense interest in the Union.

The respondent contended that Peter Greenleaf was discharged because of inefficiency and not because of his Union membership and activities. This contention was based upon defects which he had overlooked and errors in measuring for which he was responsible. Exhibits<sup>5</sup> showing such errors were introduced and both Capuano and Peter Greenleaf's foreman testified that numerous complaints of defects and shortages had been received during the months of March and April, 1936. The mistakes referred to in the respondent's exhibits, however, totaled up to only some 35 yards, a figure so small when considered together with the fact that Peter Greenleaf handled tens of thousands of yards of silk each week and worked from 75 to 80 hours in doing so, that it leaves the impression the errors were normal mistakes expected to occur in the regular course of business. Furthermore, approximately one-third of the invoices, of which the respondent's exhibits very largely consisted, bore alongside the initials of Peter Greenleaf the initials of Ernest Doucette, Peter Greenleaf's helper and the man who succeeded to his job.

### *C. Theodore Greenleaf*

Theodore Greenleaf, Peter Greenleaf's brother, was 23 years of age at the time of the hearing and had worked for the respondent for about one year. His duties consisted of opening up the bundles of dyed textiles which had been extracted from the dyeing vessels and of spreading them out in box trucks. His earnings were approximately \$20 for a work week of some 60 hours.

Unlike his brother Peter, Theodore Greenleaf had attended only the first Union meeting. He was not present at the meeting in Capuano's office but testified that he was warned by Capuano later in the same day "to keep away from there (i. e., the Union meetings) if I knew what was good for me". Frightened by this warning, he did stay away from the next two meetings. His precaution was of no avail, however, for on April 7, 1936, the day following his brother's dismissal, Theodore Greenleaf was called into Capuano's office and discharged. No reason was given to him for this action.

The respondent contended that Theodore Greenleaf was discharged for inefficiency. On the other hand, Theodore Greenleaf testified that his work had never been criticized. There is no need to weigh this conflicting testimony, however, for respondent admitted that the immediate reason for Theodore Greenleaf's dismissal was the dismissal of his brother the day before. Capuano stated that he

<sup>5</sup> Respondent's Exhibits 2 to 11B inclusive.

fired Theodore Greenleaf because he thought it was an opportune time to do so, and when questioned as to why he considered it an opportune time, he replied, "Because his brother was going out then."

*D. Conclusions with respect to the unfair labor practices*

The discharge of Peter Greenleaf on the day following his affiliation with the Union, when considered together with the respondent's anti-Union activities, clearly indicates that such discharge was made because he had joined and assisted the Union. The dismissal of Theodore Greenleaf was a direct result of Peter Greenleaf's discharge. The respondent's conduct in so discharging Peter Greenleaf and Theodore Greenleaf was calculated to and did have the necessary effect of discouraging membership in the Union. We find that the respondent has discriminated against its employees in regard to hire and tenure of employment, and has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The work of Peter and Theodore Greenleaf having ceased as a result of an unfair labor practice, they at all times thereafter retained their status as employees of the respondent within the meaning of Section 2, subdivision (3) of the Act. Neither Peter Greenleaf nor Theodore Greenleaf has obtained any other regular or substantially equivalent employment so as to terminate their status as employees of the respondent. At the time of the hearing Peter Greenleaf had been working as a waiter in a nearby town for about three weeks. For this work he was receiving \$15.00 a month, board and room, and tips which averaged around one dollar per day. At the same time, Theodore Greenleaf had been employed for two weeks at common labor with a pick and shovel. For this work he was receiving \$14.00 per week. Otherwise, neither Peter nor Theodore Greenleaf have had any work since their discharge.

IV. EFFECT OF THE UNFAIR LABOR PRACTICES ON COMMERCE

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

## CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact the Board makes the following conclusions of law:

1. The Federation of Dyers, Finishers, Printers and Bleachers of America is a labor organization, within the meaning of Section 2, subdivision (5) of the Act.

2. Peter Greenleaf and Theodore Greenleaf were at the time of their discharge, and at all times thereafter, employees of the respondent, within the meaning of Section 2, subdivision (3) of the Act.

3. The respondent, by discriminating in regard to the hire and tenure of employment of Peter Greenleaf and Theodore Greenleaf, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

4. The 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.

5. The aforesaid 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 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 the respondent, Quidnick Dye Works, Inc., and its officers, agents, successors, and assigns, shall:

1. Cease and desist from discouraging membership in the Federation of Dyers, Finishers, Printers and Bleachers of America, or any other labor organization of its employees, by discharging, threatening to discharge, or refusing to reinstate any of its employees for joining or assisting the Federation of Dyers, Finishers, Printers and Bleachers of America, or any other labor organization of its employees;

2. Cease and desist from in any manner discriminating against any of its employees in regard to hire or tenure of employment for joining or assisting the Federation of Dyers, Finishers, Printers and Bleachers of America, or any other labor organization of its employees; and

3. Cease and desist from in any 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.

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

(a) Offer to Peter Greenleaf and Theodore Greenleaf immediate and full reinstatement, respectively, to their former positions, without prejudice to any rights and privileges previously enjoyed by them;

(b) Make whole said Peter Greenleaf and Theodore Greenleaf for any loss of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, less the amount each has earned during that period;

(c) Post immediately notices to its employees in conspicuous places throughout its plant, stating (1) that the 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;

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