

In the Matter of WALLACE MANUFACTURING COMPANY, INC. and LOCAL  
No. 2237, UNITED TEXTILE WORKERS OF AMERICA

*Case No. C-62.—Decided June 30, 1937*

*Cotton Textile Industry—Company-Dominated Union:* domination and interference with administration; sponsorship and support; discrimination in favor of; soliciting and coercing membership in; disestablished as agency for collective bargaining—*Interference, Restraint or Coercion:* surveillance of union meetings; persuading employees to resign from union; denial of right of employees to be represented by non-employees; engendering fear of loss of employment for union membership and activity—*Discrimination:* discharge—*Reinstatement Ordered—Back Pay:* awarded.

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

*Perrin and Tinsley*, by *Mr. L. W. Perrin*, of Spartanburg, S. C., for respondent.

*Mr. Joseph Rosenfarb*, of counsel to the Board.

## DECISION

### STATEMENT OF CASE

Upon charges duly filed by Local No. 2237, United Textile Workers of America, hereinafter termed the Union, the Regional Director for the Tenth Region (Atlanta, Georgia), as agent of the National Labor Relations Board, hereinafter called the Board, issued a complaint on January 22, 1936, against Wallace Manufacturing Company, Inc., Jonesville, South Carolina, respondent herein, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), (3), and (5) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, hereinafter termed the Act.

The complaint alleged in substance (1) that the respondent, a South Carolina corporation, with its principal office and place of business in Jonesville, Union County, South Carolina, hereinafter referred to as the plant, is engaged in the production, sale, and distribution of sheeting cloth and cotton textile products in interstate commerce; (2) that the respondent is guilty of unfair labor practices in (a) discharging and refusing to employ Frank Rochester, president of the Union, because he had joined and assisted the Union and had engaged in concerted activities with other employees at the plant for

the purpose of collective bargaining and other mutual aid and protection; (b) interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act; (c) soliciting or coercing its employees into withdrawing from the Union; (d) dominating or otherwise interfering with the formation and administration of the Employees Association, hereinafter referred to as the Association, and contributing financial or other support to it; and (e) refusing to bargain collectively with the representatives of its employees.

The complaint and the accompanying notice of hearing were duly served on the respondent and on the Union. The respondent filed no answer to the complaint.

Pursuant to the notice, a hearing was held on February 10 and 11, 1936 at Spartanburg, South Carolina, before Walter Wilbur, the Trial Examiner duly designated by the Board. The respondent, appearing specially by counsel, participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties. At the outset of the hearing the respondent interposed a motion to dismiss the proceedings for lack of jurisdiction on the facts alleged and because of the unconstitutionality of the Act. The motion was denied. The respondent also filed a plea to the jurisdiction and in abatement of the proceedings on substantially the same grounds set forth in the motion to dismiss. The plea was denied after testimony was heard in support thereof. The respondent also filed a motion to strike certain paragraphs from the complaint on the ground that they were mere conclusions. The Trial Examiner reserved his ruling on the motion.

Thereafter the Trial Examiner duly filed his Intermediate Report, which was duly served upon the parties. The Trial Examiner found that the respondent had committed unfair labor practices, within the meaning of Section 8, subdivisions (1), (2), and (3) of the Act, and recommended in substance that the respondent be ordered to desist from interfering with and coercing its employees in the rights guaranteed by the Act, and to reinstate Frank Rochester, the discharged employee, to his former position, with back pay. The respondent's motion to strike certain paragraphs from the complaint was overruled by the Trial Examiner on the ground that these paragraphs merely relate the acts charged against the respondent to the pertinent sections of the Act, and therefore are in no way prejudicial. Exceptions to the Intermediate Report were filed by the respondent, and a brief was filed by its counsel. Thereafter a stipulation was entered into by counsel for the Board and counsel for the respondent whereby it was agreed that certain facts pertaining to the occupations of the employees of the respondent as well as facts concerning the mode of

shipping done by the respondent should be included in the record. Upon request made by counsel for respondent, an oral argument was held before the Board in Washington, D. C., on May 14, 1937, in which counsel for respondent participated.

The Board has reviewed all of the rulings made by the Trial Examiner, and they are hereby affirmed.

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

### FINDINGS OF FACT

#### I. THE RESPONDENT AND ITS BUSINESS

The respondent is a corporation organized and existing under the laws of the State of South Carolina, having its offices and place of business in Jonesville, County of Union, State of South Carolina. It is engaged in the production, sale, and distribution of a cotton textile product known as narrow sheeting. In the course of production it uses approximately 5,000 bales of cotton a year, practically all of which originates in South Carolina. The plant is operated on commercial electric current, but it uses about 20 cars of coal a year for steam purposes, all of the coal coming from without the State. Miscellaneous supplies of oil, belting, and machinery originate partly within and partly without the State of South Carolina.

It takes about two weeks from the time the cotton comes into the plant until the finished product is shipped out. The capacity of the plant is 16,344 spindles. At the time of the hearing 181 persons were employed at the plant, of whom seven were overseers and second hands.

According to the stipulation of counsel, outgoing shipments are made daily. The respondent does not maintain a shipping department, but about 10 per cent of the time of five of its employees is used in shipping goods. The respondent has its own truck with which it hauls incoming and outgoing freight to and from the railroad station at Jonesville, but about 75 per cent of all incoming freight is delivered to the plant by trucking companies.

The entire plant production, of an average yearly value of \$200,000, is sold through J. P. Stevens and Company, commission merchants of New York City, and most of the purchasers are located in New York. On orders of the purchasers practically all of the finished product is shipped f. o. b. the plant to bleacheries for further processing, at least 75 per cent being shipped to destinations outside of the State of South Carolina. About 25 per cent of the production in the plant is initiated on orders of purchasers.

The respondent's total production of narrow sheeting constitutes one to two per cent of the total American output of that product. Its

market is nation-wide, and in that market it competes with manufacturers in North Carolina, Georgia, Alabama, Virginia, and Tennessee among others.

## II. THE UNFAIR LABOR PRACTICES

### A. *The Union*

The Union was organized as a labor organization among the employees of the respondent on June 18, 1934. The membership soon reached a total of 118 employees. After the general textile strike of September, 1934 a marked decline in membership set in. By July 5, 1935 there were 25 fully paid-up members, and 35 members in arrears who were carried by the Union with full membership privileges under special permission of the national organization, the United Textile Workers of America. Between July 5 and September 13, the number of paid-up members decreased to ten, with 28 members in arrears but considered in good standing. As of January 22, 1936, there were seven paid-up members, with 30 members in arrears but considered in good standing.

### B. *Domination by respondent of Employees' Association of Wallace Manufacturing Company*

In the plant of the respondent there exists an organization of its employees known as Employees' Association of Wallace Manufacturing Company, also referred to as the Loyal Workers' Association and the Good-Will Club. The genesis of the Association is traced to the general textile strike of September, 1934 during which the plant of the respondent was shut down. According to A. W. Craig, an employee of the respondent for 21 years and the prime mover in the organization of the Association, the idea of the organization sprang from the desire of the non-union employees of the respondent to unite for the purpose of furnishing relief during the strike and afterwards to the needy among them. Craig broached the plan to Cudd, the superintendent of the plant, and was told the matter was up to him. During the latter part of September a meeting took place for the purpose of organizing the Association in the community building in Jonesville, which is owned by the respondent. At this meeting a draft of a constitution and by-laws for the Association made its appearance and was adopted. The draft was brought to Jonesville from a mill at Piedmont, South Carolina, of which Marshall Beattie, brother of the president of the respondent, is president. Who produced the draft or how it was obtained from Piedmont is not shown by the record. At the invitation of Craig and the others of the executive committee of the Association, the foremen and second hands

attended several early meetings of the Association, and Cudd, the superintendent of the plant, addressed one of these meetings.

Though the idea of the Association may not have originated with the management of the respondent,<sup>1</sup> the record is replete with evidence that the respondent fostered the growth of the Association with all the means at its command. Thus, the Association was given the use of the community building for meetings, though similar accommodations in that building and in the school house which is located on company property were denied to the Union, except on condition that no "outsiders" attend or address the Union meetings. Notices of meetings of the Association were posted on the plant bulletin board, though the same privilege was not accorded to the Union. E. M. Rochester testified that in September, 1935 he saw his foreman, Ed Foster, post an Association notice on the plant bulletin board, and that on September 10 or 11 C. M. Putnam, overseer of the card room, instructed him to report if anyone took a notice of an Association meeting off the board. R. B. Gregory, an employee of the respondent, testified that he saw Foster, Putnam, and H. F. Rochester, a section hand and half-uncle of Frank Rochester, post a notice of an Association meeting during the week of September 13, 1935, and that Putnam explained that the meeting was for enlisting new members.

The solicitation of withdrawals from the Union and of membership in the Association proceeded openly in the plant during working hours under circumstances which compel the conclusion that it was done with the knowledge and tacit approval of the supervisory staff. Though the Union had already suffered a considerable loss in membership, a special effort to eliminate the Union as a factor in the plant was made during the week of September 13, 1935. Early Moss, who was an active union man until he married the daughter of one of the overseers, was especially active in this drive. Callie Rochester, mother of Frank Rochester, a member of the Union, who had worked 16 years for the respondent, was importuned to join the Association during working hours, first by Early Moss and then by W. R. Sutherland, a section hand, who intimated that she had

<sup>1</sup> Even this is open to doubt in view of the testimony of E. M. Rochester, brother of Frank Rochester, uncontradicted on the point, that before the general strike of September, 1934, Beattie, president of the respondent, addressed himself on the question of unionism to the witness as follows:

"He (Beattie) walked up to me one night and asked me how was the union getting along. I told him I didn't hardly know, I didn't hear much about it, and he said: Well, those people up North don't care much about you people down here, and if you get into something here like a company union, that it would be all right. In this union business there is usually two or three boys around the mill that don't want to work and don't want anybody else to work and they study about strikes. He said: 'I will tell you, you better think twice before you get into a thing like that.'"

been seen at a union meeting the night before. She at first refused but the pressure exerted on her by arousing her fears of losing her job was so great that she finally joined. However, she withdrew her membership in the Association the day after she joined.

Maude Rochester, sister of Frank Rochester and member of the Union, had a similar experience. During the week of September 13 she was alternately cajoled and threatened by Moss and Sutherland to withdraw from the Union and join the Association. This occurred in the plant during working hours, in the presence of J. C. Murphy, a second hand who was also the night boss. When Miss Rochester remained adamant, Murphy urged her: "Maude, I want you to hurry up and get your heart right and come over with us. You are a good hand and I don't want to let you go." That same night Sutherland again insisted that she join the Association, and told her that she had been seen at the Union meeting the night before. She then signed an Association membership card. Upon the advice of her mother she afterwards withdrew her membership in the Association.

These were not isolated cases. Similar instances of solicitation of membership in the Association and withdrawal from the Union during working hours in the plant and under the observation of the supervisory staff was related by Crawford Mabry, J. P. Tucker, E. M. Rochester, and Gladys McKinney. There was also uncontradicted testimony that the Association membership blanks were lodged in the desk of C. W. Kennett, overseer of weaving.

The position of the respondent in respect to the Association is that it cannot be regarded as a labor organization but is a community club, primarily social in its functions. This is untenable in view of the constitution and by-laws of the Association. The constitution provides *inter alia*:

"The purpose of this association is to promote good feeling, harmony and full cooperation between the employees of Wallace Manufacturing Company and the management thereof.

"A further purpose is to deal with the management on questions relating to wages, working conditions; general improvement of the plant and village, cost reductions, quality of production, education, recreation, religious exercises, and sanitation; in short, to make of Jonesville a better place in which to live and work."

Provision is further made for the investigation of employee grievances and for their adjustment by the management.

That the Association was not merely a social club is shown by the incompatibility of membership in the Union with membership in the Association. The constitution provides:

"All employees of Wallace Manufacturing Company, who subscribe to the purposes of this Association are entitled to become members thereof while in the employ of said Company. Any member hereof wishing to join any other labor organization may do so, but the joining of any other labor organization shall be considered his resignation from this association. No member of any labor organization shall be eligible to membership in this association."

The fact that the Association never in fact took up any grievances with the management or negotiated with it concerning labor conditions does not argue against its being considered a labor organization.<sup>2</sup> It merely attests to the thoroughness with which the respondent dominated the Association. Its manifold efforts of nurturing the Association from its inception, of granting favors to it and denying them to the Union, in the various forms in which they took expression, both subtle and obvious, were indeed not in vain. The respondent achieved its ultimate objective—an ideal company dominated union.

### *C. The discharge of Frank Rochester*

Frank Rochester was discharged on September 13, 1935. He was first employed by the respondent in 1928, and later left of his own accord to go to school. He returned to work in 1931, and thereafter was continuously employed in various capacities. He was a charter member of the Union, served first as chaplain, then secretary, and since April, 1935, as president. He had been particularly active in the affairs of the Union, and during 1934 was instrumental in filing complaints with the Textile Labor Relations Board alleging discriminatory discharge or lay-off of members of the Union. His union activities, by admission of officials of the respondent, did not escape their notice.

For some time before his discharge, Rochester had worked at an automatic spooler in the spinning room under the supervision of J. C. Murphy, assistant overseer. When C. M. Putnam, overseer of the card room, became overseer also of the spinning room he received authority from the management to cut one worker from the spinning room. Rochester, though senior in service to, and more skilled than, others who were retained, was selected to be eliminated. He was put on a "spare hand" basis and assigned to the opening room in the absence of another worker who was ill. At the same time he was told by Putnam that he had better look for a regular job elsewhere.

<sup>2</sup> In reaching the conclusion that the Association is a labor organization, the Board does not of course thereby place the stamp of legitimacy upon it. See *In the Matter of Atlanta Woolen Mills*, Supplementary Decision, June 10, 1936, I N. L. R. B. 328.

Rochester started to work in the opening room on Tuesday, September 10. His work was to keep the hopper filled with cotton. An automatic "evener" controlled the thickness of the laps fed from the hopper to the picker room. The work was simple and Rochester states that he received no instructions regarding it. Putnam denies this and says he "gave Frank a little lecture on how to run it". According to Rochester, his half-uncle, H. T. Rochester, a card grinder and section hand, came out to the opening room during the morning with a complaint that not enough cotton was being fed to the picker room and proceeded to prop up the evener with a wad of cotton, and told Frank that he would come back after checking the feeding in the picker room. However, he did not return. H. T. Rochester denied the entire incident.

According to Frank Rochester, Putnam told him on Wednesday, the next day, to prop up the evener whenever he found it necessary to leave the room. Nothing further transpired until Friday morning, September 13, when Putnam sent for him to come to the card room and told him: "I guess I will have to let you go this morning. They have given me orders to stretch out and cut off help. This is the only way I can do it." Rochester claims to have protested that he was older in point of service than any other helper, to which Putnam replied: "Frank, I am going to tell you the truth. This damn union is the cause of this." When challenged with the fact that he had been a union man himself, Putnam replied, according to Rochester, "Yes, I used to be and I stayed in it until I found out there was not a damn thing to it and I dropped it."

On the same day, a shop committee of the Union, consisting of Rochester, Hodge, an employee, and Gordon Chestain, a national organizer of the United Textile Workers of America, conferred with Cudd. After Chestain retired, under circumstances related more fully hereinafter, Rochester inquired why he had been fired. Cudd replied that his job was eliminated. Cudd did not testify. Putnam stated that he had been present at the conference and that neither Rochester nor Hodge made any reference to the former's discharge after Chestain left the room.

Putnam's version is at complete variance with Rochester's as to the facts attending the discharge. According to him "the picker room man" reported on the morning of September 10, the first day on which Rochester worked in the opening room, that the laps were running wrong, that he went out to the opening room to see if the hopper needed regulating and found the evener propped up with a piece of cotton; that he cautioned Rochester not to do this; that the next day the same thing occurred and again he cautioned Rochester. On Thursday the laps were again running to waste and when Putnam

went to investigate he found the evener propped as before, and Rochester about 100 yards away. Rochester was discharged the next morning.

In deciding as to what version is the correct one we should be mindful of the fact that there was no direct evidence produced to show that Rochester propped up the evener. He denied having done so and no one corroborated Putnam's testimony. Likewise, there is no claim that the propping up of the evener was done for the purpose of sabotage. It is true that propping up the evener would make it possible for Rochester to indulge his alleged proclivity of absenting himself from his job and strolling off to talk with workers in other departments. This is the habit which the respondent claims caused Rochester's demotion. However, that this claim lacks credence is shown by the fact that the first time that Rochester heard this reason for his demotion was at the hearing when Putnam and Murphy testified to this effect. It is worthy of notice that an offense which was considered grave enough to cause Rochester's demotion was never called to his attention. This is significant for it shows that Rochester was discriminated against in being transferred to a "spare hand" basis. Therefore the circumstances connected with his discharge from the opening room lose their importance, for though the discharge was consummated on September 13, it was admittedly determined upon on the day of his demotion to the opening room.

Rochester's claim that his demotion and discharge were dictated by his union activities is corroborated by Callie Rochester, his mother. She testified that she asked Putnam if Frank could get his job back if she got him out of the Union. Putnam replied that Frank had not been laid off on account of the Union but because "Mr. Beattie and Mr. Cudd had necessity to stretch out and lay him off". Later in the conversation he informed her: "You know I am not allowed to talk, but naturally when you are fighting the company, the company is going to fight you, you know that. You go ahead and get Frank out of the Union—you know what I mean."

Putnam admits, and in this he is corroborated by J. C. Murphy, that Mrs. Rochester approached him to discuss Frank's withdrawal from union membership as a condition for his reinstatement, but denies the rest of the conversation. Neither Putnam nor Murphy testified, however, that any explanation had been given to Mrs. Rochester as to the reason for Frank's discharge.

In judging which of the two conflicting versions should be accepted, we are bound to consider the circumstances surrounding the discharge. Counsel for the respondent contended that the respondent is completely indifferent to the Union affiliation of its employees. But this contention flies in the face of an overwhelming array of

evidence showing the respondent's active hostility to the Union. Since, during the week of September 13, 1935, the respondent was making a special effort to eliminate the Union as a factor in the plant, it is reasonable to conclude that the respondent did not shrink from resorting to the one means unmistakable in its intent and most deadly in its effect. That the respondent retained the services of a brother, a mother, and a sister of the discharged employee does not militate against the conclusion that Frank Rochester was discriminatorily discharged. He was the most active member of the Union and its president. His discharge on September 13, in conjunction with the other unfair labor practices in which the respondent engaged during that week, was an object lesson the point of which could not be lost on the employees.

#### D. *Other interference with union activities*

The means employed by the respondent in interfering with Union activities already enumerated were not the only ones in which the hostility of the respondent to the Union took expression. Meetings of the Union were spied upon. Because of this, and in the light of Frank Rochester's discharge, meetings of the Union were discontinued altogether early in October, 1935 because of the fear engendered in the Union members of being discriminated against by the respondent.

On the same day that Rochester was discharged, a shop committee of the Union, consisting of Rochester, A. W. Hodge, one of the employees of respondent, and Gordon Chestain, a national organizer of the United Textile Workers of America, called upon Cudd, the superintendent of the respondent, to discuss Rochester's discharge and to protest against the solicitation of membership for the Association during working hours. When Cudd learned that Chestain was not an employee of the respondent he refused to deal with him and ordered him to leave. This conformed to the established policy of the respondent to oppose the representation of its employees for purposes of collective bargaining and presentation of grievances by representatives not on the payroll of the respondent; as already pointed out, the respondent refused to permit the Union to hold meetings in its community building except on condition that no "outsider" attend or address the meetings.

Since the Union at this time did not represent a majority of the production employees of the respondent, constituting the alleged appropriate unit, we cannot find that the respondent refused to bargain collectively, in violation of Section 8, subdivisions (1) and (5): *In the Matter of Mooresville Cotton Mills and Local No. 1221, U. T. W. of A.*, Case No. C-85, decided June 10, 1937 (*supra*, p. 952).

*E. Conclusions regarding the unfair labor practices*

We conclude:

1. That the respondent has dominated and interfered with the administration of the Association, and has contributed financial and other support of it;

2. That the respondent has discriminated against the Union in favor of the Association;

3. That the respondent, by discharging Frank Rochester, has discriminated in regard to hire and tenure of employment, thereby discouraging membership in a labor organization;

4. That Frank Rochester was an employee of the respondent at the time of his discharge and ceased work because of the aforementioned unfair labor practices;

5. That the respondent, by all of the acts above set forth, has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act;

6. The activities of the respondent set forth in Section II above, occurring in connection with the operations of the 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. Local No. 2237, United Textile Workers of America, is a labor organization, within the meaning of Section 2, subdivision (5) of the Act.

2. Employees' Association of Wallace Manufacturing Company is a labor organization, within the meaning of Section 2, subdivision (5) of the Act.

3. Frank Rochester is an employee of the respondent, within the meaning of Section 2, subdivision (3) of the Act.

4. By its domination and interference with the administration of the Employees' Association of Wallace Manufacturing Company, and by contributing financial and other support thereto, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (2) of the Act.

5. By discriminating against Local No. 2237, United Textile Workers of America, in favor of the Employees' Association of Wallace Manufacturing Company, the respondent has engaged in and is engaged in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

6. By discriminating in regard to hire and tenure of employment, thereby discouraging membership in the labor organization known as Local No. 2237, United Textile Workers of America, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

7. By all of the acts above set forth, the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

8. 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 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 the respondent, the Wallace Manufacturing Company, and its officers, agents, successors and assigns to:

1. Cease and desist from:

(a) Discouraging membership in Local No. 2237, United Textile Workers of America, or in any other labor organization of its employees, or encouraging membership in the Employees' Association of Wallace Manufacturing Company, or in any other labor organization of its employees, by discrimination in regard to hire or tenure of employment or any term or condition of employment, or by threats of such discrimination;

(b) Dominating or interfering with the administration of the Employees' Association of Wallace Manufacturing Company, or any other labor organization of its employees, and from contributing financial or other support thereto;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right of 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.

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

(a) Offer to Frank Rochester immediate and full reinstatement to his former position as automatic spooler in the spinning room, or equivalent employment on a full-time basis, with all rights and privileges previously enjoyed;

(b) Make whole Frank Rochester for any loss of pay he has suffered by reason of his discharge by payment to him of a sum equal to that which he would normally have earned as wages at his position as automatic spooler in the spinning room during the period from the date of his discharge to the date of such offer of employment, less the amount earned by him during such period;

(c) Prohibit the use of the community hall or other property of the respondent for meetings of the Employees' Association of Wallace Manufacturing Company, or any other labor organization of its employees, unless free and unconditioned privileges as to the use thereof shall also be extended to Local No. 2237, United Textile Workers of America, and any other labor organization of its employees;

(d) Withdraw all recognition from the Employees' Association of Wallace Manufacturing Company as representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and disestablish said association as such representative;

(e) Post notices in conspicuous places in its plant, stating (1) that the Employees' Association of Wallace Manufacturing Company is so disestablished, and that the respondent will refrain from any recognition thereof; (2) that the respondent will cease and desist in the manner aforesaid; and (3) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting;

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

3. The complaint that the respondent has refused to bargain collectively within the meaning of Section 8, subdivisions (1) and (5) of the Act is hereby dismissed.