

In the Matter of SOUTHGATE-NELSON CORPORATION *and* NATIONAL  
MARINE ENGINEERS' BENEFICIAL ASSOCIATION

In the Matter of SOUTHGATE-NELSON CORPORATION *and* AMERICAN  
RADIO TELEGRAPHISTS' ASSOCIATION, BALTIMORE LOCAL No. 4, and  
DAVID R. CRAWFORD

*Cases Nos. C-182 and C-185.—Decided September 1, 1937*

*Shipping Industry—Discrimination:* non-reinstatement following refusal to sail because of inadequate crew on vessel, such refusal constituting concerted activity for mutual aid or protection; charges of discrimination in failure to reinstate radio operator following strike not sustained—*Back pay:* awarded.

*Mr. Jacob Blum* for the Board.

*Mr. Charles L. Kaufman*, of Norfolk, Va., for the respondent.

*Mr. Warren C. Evans*, of Philadelphia, Pa., for National Marine Engineers' Beneficial Association.

*Mr. Duke Avent*, of Baltimore, Md., for the American Radio Telegraphists' Association, Baltimore Local No. 4.

*Mr. Paul S. Kuelthau*, of counsel to the Board.

## DECISION

### STATEMENT OF THE CASE

On April 26, 1937, Warren C. Evans, as business agent of Marine Engineers' Beneficial Association No. 13, an affiliate of the National Marine Engineers' Beneficial Association, herein called the M. E. B. A., filed a charge with the Regional Director for the Fifth Region (Baltimore, Maryland) alleging that the Southgate-Nelson Corporation, Baltimore, Maryland, herein called the respondent, had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On May 3, 1937, the Regional Director for the Fifth Region duly issued and served upon the parties a complaint and notice of hearing. The complaint alleged that the respondent by its refusal to reinstate James F. Wise, Frederick W. Sewell, and H. L. Sigmund on January 15, 1937, and at all times subsequent thereto, had engaged in and was 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.

On May 8, 1937, the respondent, by its president, W. F. Taylor, filed an answer to the complaint denying that James F. Wise, Frederick W. Sewell, and H. L. Sigmund were not reinstated because of their union activities and alleging that Wise, Sewell, and Sigmund were not reinstated as a disciplinary measure taken as a consequence of their violation of their duties as officers. The answer also alleges that Wise, Sewell, and Sigmund left the employ of the respondent on December 4, 1936, and since that time have not been employees of the respondent within the meaning of Section 2, subdivision (3) of the Act.

On May 3, 1937, Paul Rothman, as secretary of the American Radio Telegraphists' Association, Baltimore Local No. 4, herein called the A. R. T. A., filed a charge with the Regional Director for the Fifth Region (Baltimore, Maryland) alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of the Act. On May 10, 1937, the Regional Director duly issued and served upon the parties a complaint and notice of hearing. The complaint alleged that the respondent by its refusal to reinstate David R. Crawford on January 26, 1937, and at all times subsequent thereto, had engaged in and was 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 respondent thereupon waived notice of hearing and the right to file an answer within five days but did not waive its right to file an answer entirely, and requested that the A. R. T. A. case be consolidated for purposes of hearing with the M. E. B. A. case. The A. R. T. A. and David R. Crawford also waived notice of hearing. The cases were consolidated for purposes of hearing by order of the National Labor Relations Board, herein called the Board, issued May 11, 1937.

Pursuant to the notice and to the order of consolidation, a hearing was held in Baltimore, Maryland, on May 13 and continued on May 14, 1937, before Emmett P. Delaney, the Trial Examiner duly designated by the Board. The respondent was represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. At the close of the Board's case in each instance, and again after all the testimony in each case had been introduced, the respondent moved to dismiss the complaints on the ground that the evidence failed to support the allegations, upon which motions the Trial Examiner reserved ruling. During the course of the hearing objections to the introduction of evidence were made by counsel for the respondent and counsel for the Board. The Board has reviewed the rulings of the Trial Examiner on those

objections and finds no prejudicial error. Those rulings are hereby affirmed.

On June 2, 1937, the Trial Examiner filed his Intermediate Report in the M. E. B. A. case in which he denied the motions of the respondent's counsel to dismiss the complaint and in which he found that the respondent had refused to reinstate Wise, Sewell, and Sigmund because of their union affiliation and activity. He recommended that the respondent be required to cease and desist from such unfair labor practices and to offer reinstatement with back pay from April 29, 1937,<sup>1</sup> to the above-named employes. On June 18, 1937, the respondent filed exceptions to the Intermediate Report and requested an opportunity to argue the exceptions before the Board.

On June 7, 1937, the Trial Examiner filed his Intermediate Report in the A. R. T. A. case in which he denied the motions of the respondent's counsel to dismiss the complaint and in which he found that the respondent had refused to reinstate Crawford because of his union affiliation and activity. He recommended that the respondent be required to cease and desist from such unfair labor practices and to offer to David R. Crawford reinstatement with back pay from March 20, 1937. On June 19, 1937, the respondent filed exceptions to the Intermediate Report and requested an opportunity to argue those exceptions before the Board.

The Board has reviewed the rulings of the Trial Examiner on the motions to dismiss the complaints and those rulings are hereby affirmed.

On June 18, 1937, the Board issued a notice to all the parties of a hearing to be held before it on June 25, 1937, in Washington, D. C., for the purpose of hearing argument on the exceptions to the Intermediate Reports in both the M. E. B. A. and the A. R. T. A. cases. Pursuant to the notice, arguments were heard by the Board in Washington, D. C., on June 25, 1937. The respondent, the M. E. B. A., and the A. R. T. A. were represented at and participated in the argument.

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

### FINDINGS OF FACT

#### I. RESPONDENT AND ITS BUSINESS

The respondent, a Virginia corporation having its principal office and place of business in Norfolk, Virginia, is engaged in the management and operation of vessels for the transportation of freight<sup>2</sup> between Atlantic ports, the ports of the British Isles, and Hamburg,

<sup>1</sup> The record shows the date intended here was January 29, 1937. The M. E. B. A. filed exceptions objecting to the date above.

<sup>2</sup> The ships formerly carried an occasional passenger but have now discontinued that practice.

Germany. Its ships also call at Halifax, Nova Scotia. The respondent, which is privately owned and controlled, operates nine vessels, all of which are owned by the United States Government, under an operating agreement with the United States Government.<sup>3</sup>

The respondent operates as a common carrier transporting freight which is paid for at regular ocean transportation freight rates and is engaged in no other business than the operations mentioned above.

A chief and three<sup>4</sup> assistant engineers are employed on each of the nine vessels. Each vessel carries at least one radio operator.

We find that the respondent is engaged in traffic, commerce, and transportation between the United States and foreign countries, and that the marine engineers and the radio operators employed on the vessels here in question<sup>5</sup> are directly engaged in such traffic, commerce and transportation.

## II. THE UNIONS

Marine Engineers' Beneficial Association No. 13 is a labor organization chartered by the National Marine Engineers' Beneficial Association. It admits to membership all engineers holding licenses issued by the Bureau of Marine Inspection and Navigation who are resident in Philadelphia or whose ships call at the port of Philadelphia.

The American Radio Telegraphists' Association, Baltimore Local No. 4 is a labor organization which admits to membership marine radio operators employed by the respondent.

## III. THE REFUSAL TO REINSTATE JAMES F. WISE, FREDERICK W. SEWELL, AND H. L. SIGMUND

James F. Wise was employed by the respondent as chief engineer on the S. S. Capulin which was returning to Norfolk from a voyage to the United Kingdom in the fall of 1936. Frederick W. Sewell and H. L. Sigmund were employed as the first and second assistant engineers, respectively, on that voyage. When the Capulin docked in Boston in the early part of November 1936, there was a strike of the "rank-and-file" seamen in progress. At Boston two of the Capulin's firemen left the ship ostensibly to go to the Marine Hos-

<sup>3</sup>The agreement which is in evidence as Respondent's Exhibit No. 2 is with the United States of America by the Secretary of Commerce and the United States Shipping Board Merchant Fleet Corporation. The agreement is to remain in effect one year and to take effect on delivery of the first vessel to the respondent. It was entered into on October 5, 1935. Mr. W. F. Taylor, president of the respondent, states that the respondent is now operating under a similar agreement with the United States Maritime Commission.

<sup>4</sup>It is intimated in the testimony that at the present time four assistant engineers are employed on each vessel.

<sup>5</sup>The Capulin and the Artigas, two of the nine vessels operated by the respondent.

pital for treatment. They were not replaced because of the seamen's strike.

After unloading her cargo for Boston, the Capulin proceeded to Philadelphia. She arrived in Philadelphia on or about November 16, 1936, and upon her arrival there the unlicensed members of the crew engaged in a sit-down strike. After being paid off, they left the ship. It was impossible to replace them because of the strike of the unlicensed men at that time. The licensed officers were then joined by Roy Ross, marine superintendent of the respondent, and with his help the cargo was discharged and fires kept in the boilers. During the latter part of that week (the week ending November 21) A. T. Ross, vice president of the respondent in charge of operations, came aboard the Capulin and, in the course of a conversation with Chief Engineer Wise, the question of the respondent's answer to the demands of the M. E. B. A. came up.<sup>6</sup> Ross remarked that he did not know what was being done about those demands and then asked Wise if the engineers were members. Wise replied that they all were. That was the only time the M. E. B. A., or any other union, was mentioned in regard to the engineers or their employment with the respondent.

On the morning of Saturday, November 21, W. M. Taylor<sup>7</sup> and one Raynor Rice, shore employees of the respondent, appeared on board the Capulin with ten unlicensed men whom they had brought from Norfolk. These unlicensed men were immediately signed on and a conference was called in the office of Captain Hickey, master of the Capulin, to determine whether there was an adequate crew to sail the ship to Norfolk. Of the ten men, one had signed as an oiler, one as a fireman, one as a water-tender, and the others as deck hands. This conference was called at the suggestion of A. T. Ross and was attended by Wise and the deck officers as well as by A. T. Ross and Roy Ross.<sup>8</sup> At that conference it was agreed that the licensed officers of the Capulin, A. T. Ross, Roy Ross, W. M. Taylor, Raynor Rice, and the ten unlicensed men could sail the Capulin to Norfolk. The two Rosses are both licensed chief engineers which was known by Wise, Sewell, and Sigmund. W. M. Taylor had also had sea experience as a fireman but the engineers testified that they were unaware of that. Wise states that he agreed to the decision to sail with some misgivings.

As a result of this conference Captain Hickey went ashore to make the necessary arrangements for sailing. He seems to have been ac-

<sup>6</sup> The M. E. B. A. had submitted some demands to the home office of the respondent prior to this. What those demands were does not appear in the record.

<sup>7</sup> Called W. N. Taylor or William Taylor, Jr., in the record.

<sup>8</sup> There is an intimation in the record that the other engineers also attended but that is denied by them. Whether W. M. Taylor and Rice attended is not shown in the record but is immaterial.

accompanied by Chief Officer Thompson, now deceased. Before signing the necessary affidavit stating that he was short-handed, that it was impossible to obtain replacement, and that he believed the vessel sufficiently manned to sail to Norfolk, the Captain called W. F. Taylor, president of the respondent, in Norfolk, Virginia. Thompson told Sewell and Sigmund that the Captain had some misgivings about signing the affidavit until after he had talked to Taylor. Taylor states that the Captain was worried about jeopardizing his license and that he, Taylor, told him that if in his opinion it was safe to sail and he made the affidavit his license would be in no danger. This conduct on the part of the Captain indicates that he must have had some doubts as to the propriety of sailing with the available crew. He either was worried about the safety of the vessel or about a violation of law.

After making arrangements for the tug and the pilot, the Captain returned to the Capulin and ordered Second Assistant Engineer Sigmund to tell Chief Engineer Wise and First Engineer Sewell to get up steam and to be ready to sail at five o'clock. This was at approximately three o'clock, two hours before the time set for sailing. Sigmund immediately informed Wise and Sewell of the Captain's order, and all the engineers held a conference in Wise's cabin. Sigmund and Sewell informed Wise that two of the three unlicensed men were incompetent. This had become apparent during the day when these men had been working in the engine room with the engineers. The engineers then decided that it would not be safe to sail to Norfolk with the available crew and Wise went to inform the Captain of their opinion.

Wise informed Captain Hickey that the crew in the engine room was inadequate and insufficient and that the engineers wanted a more adequate crew or they would not sail. The Captain proceeded to Wise's cabin and talked to all of the engineers. After talking to them, he went ashore and cancelled the order for the tugs and pilot and called A. T. Ross to tell him what had happened. On his return to the ship, Chief Officer Thompson informed him that the deck officers were of the same opinion as the engineers.

There was no further attempt to sail the Capulin after November 21. The unlicensed men who had been brought from Norfolk were paid off and the licensed officers made the boat safe for the winter.

On November 23 the M. E. B. A. issued a strike order under the terms of which the engineers were directed to work until the end of the voyage they had signed for or until they could get a discharge by mutual consent. Wise, Sewell, and Sigmund remained on the Capulin making it safe for the winter. On December 4, 1936, they were discharged by mutual consent and joined the strike of the M. E. B. A.

The strike of the M. E. B. A. was concluded on January 14, 1937. On that day or the next Wise wired the office of A. T. Ross, vice president of the respondent in charge of operations, in Baltimore, that he and Sewell were available for work. Ross wired back on January 15, 1937, to say that there was no work then available. Sigmund did not apply for work with the respondent until February 1 when he went to Ross' office in Baltimore. He was also informed that there was no work available. The respondent admitted at the hearing that it did not employ these men after their applications because of their actions on November 21, 1936.

The record does not show the exact date of the recommissioning of the Capulin but it does appear that she was still laid up in Philadelphia on January 14, 1937, and that on January 29, 1937, she sailed from Norfolk on a voyage to the British Isles.

In consequence of the incident of November 21, 1936, the Capulin had a completely different set of licensed officers when she was reconditioned from those who had been on her on November 21, 1936. W. F. Taylor testified that all of those officers were suspended for their conduct on November 21, 1936. These suspensions lasted varying lengths of time.

#### IV. CONCLUSIONS IN REGARD TO THE REFUSALS TO REINSTATE WISE, SEWELL, AND SIGMUND

No written report on the November 21 incident was made to the respondent by Captain Hickey until April 21, 1937, five months afterward, and at a time when the Captain was seeking reinstatement. This report was in the form of a letter to the Southgate-Nelson Corporation from Captain Hickey.<sup>9</sup> This letter was requested on account of the negotiations pending in this case and Captain Hickey was reinstated a week after it was written.<sup>10</sup> The Captain stated in his letter that the engineers had told him they were tired from keeping up steam all week and were through. This was denied on the stand by all the engineers. The Captain also stated that he had been suspended by the respondent and the Maritime Commission because he had failed to demand that the chief engineer take the ship out of port on November 21.

It seems clear from the testimony and the Captain's letter that after Wise informed the Captain that the engineers considered the crew inadequate no definite order to sail was given. There is no

<sup>9</sup> Respondent's Exhibit No. 5.

<sup>10</sup> A charge had been filed in this case on March 11, 1937. Conferences were held and the M. E. B. A. and the Regional Director were under the impression that the case was settled. That charge was therefore withdrawn on April 17, 1937. The Capulin was in port soon thereafter and on April 21, 1937, the M. E. B. A. reported that the respondent had refused to reinstate Wise, Sewell, and Sigmund. Consequently, the charge was refiled on April 26, 1937.

evidence that the Captain told the engineers they would have to sail. The Captain seems to have come around to the engineers' point of view after talking with them.

The Captain could have treated this refusal to sail as a request for a survey of the vessel by an impartial arbiter under Section 4556 of the Revised Statutes of the United States.<sup>11</sup> Captain Hickey did not choose to proceed under that statute and seems to have acquiesced in the judgment of the engineers.

It seems significant that no proceedings were ever instituted against these engineering officers under the Federal Statute<sup>12</sup> which provides that an officer who wrongfully or unreasonably refuses to perform his duties after having signed articles or while employed on any vessel as authorized by the terms of his license, shall lose his license.

The evidence shows that the refusal to sail (if such it was) was neither wrongful nor unreasonable but was an exercise of discretion on the part of the engineers to protect both themselves and the vessel from the dangers of a voyage with an inadequate crew. The testimony shows that the deck officers were of the same opinion as the engineers; this is substantiated by the Captain's letter.

The action on the part of the engineers involved a controversy concerning conditions of employment and was therefore a labor dispute under Section 2, subdivision (9) of the Act. When Wise, Sewell, and Sigmund were paid off by mutual consent, their employment relationship with the respondent was not severed. The lay-off at the end of a voyage is the usual way of business in maritime employment and is not considered by either side to terminate the employment relationship. The fact that Wise had been employed as an engineer on the Capulin since 1930, Sewell since 1931, and Sigmund since 1934, shows that the end of the voyage does not actually mean the end of the employment relationship.

The respondent, by its president, W. F. Taylor, admitted at the hearing that Wise, Sewell, and Sigmund were not reinstated when the Capulin was reconditioned because of their actions on November 21, 1936. This refusal to reinstate is an interference with the employes' right "to engage in concerted activities, for the purpose of collective bargaining or *other mutual aid or protection*," as guaranteed in Section 7 of the Act.

On the basis of experience in the shipping industry and other industries, we conclude that the respondent's conduct burdens and obstructs commerce and tends to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

<sup>11</sup> 46 U. S. C. A. 653.

<sup>12</sup> Revised Stat. 4449, 46 U. S. C. A. 240.

## V. THE REMEDY

At the hearing before the Board counsel for the M. E. B. A. and the respondent agreed that Wise, Sewell, and Sigmund had been reinstated aboard the Capulin on or about June 24, 1937. The decision in this case need only award back pay in order to reimburse Wise, Sewell, and Sigmund for the loss they suffered because of the discrimination.

## VI. THE REFUSAL TO REINSTATE DAVID R. CRAWFORD

David R. Crawford was employed as marine radio operator on the S. S. Artigas, one of the ships operated for the United States Maritime Commission by the respondent. On November 27, 1936, while the Artigas was returning from a voyage to the British Isles, the A. R. T. A. called a strike of marine radio operators. The Artigas docked at Boston on December 25, 1936, and Crawford sought to obtain his wages and join in the strike. The Captain refused to pay him off before the end of the voyage, and Crawford stayed with the Artigas until she completed the voyage in Norfolk on January 11, 1937. On that date Crawford joined the strike of the A. R. T. A. The respondent obtained another radio operator and the Artigas sailed again on January 13, 1937.

The strike of the A. R. T. A. continued until January 26, 1937. Thereafter Crawford made no application to the respondent for reinstatement but did inform the Radiomarine Corporation that he was unemployed and seeking a job.

The respondent hires all of its marine radio operators through the Radiomarine Corporation by virtue of a contract with that organization. This contract provides that the Radiomarine Corporation will maintain and repair the ship radio stations on all of the respondent's ships and will furnish competent operators for them, these operators to be employes of the respondent and agents of the Radiomarine Corporation. The operators are assigned by the Radiomarine Corporation but are subject to the approval of the respondent. W. F. Taylor, president of the respondent, testified that no radio operator assigned by the Radiomarine Corporation had ever been refused employment by the respondent.

There was a vacancy on the S. S. Waukegan, one of the ships operated by the respondent, on February 24, 1937, but Crawford was not assigned by the Radiomarine Corporation to fill the vacancy. Crawford testified that the respondent probably did not know he was unemployed at that time. On March 2 Crawford went to the Baltimore office of the respondent and talked to one Brown who is a clerk in that office. Crawford's purpose was to find out why he had not been employed when the Waukegan needed a radio operator.

The record does not show why he went to the offices of the respondent instead of to the offices of the Radiomarine Corporation which actually assigns the operators, except that Crawford had known Brown for some time. Brown has nothing to do with hiring radio operators but he does interview applicants for other positions. He has no authority to accept or reject any applicant for any position. Brown told Crawford that since he had left the ship on a strike he had "signed his death warrant with the company." Crawford made no further application to the respondent until April 17 when he wrote W. F. Taylor, president of the respondent, requesting that he be reinstated. Taylor replied that at that time there were no positions open but that the respondent would be happy to employ him when an opening occurred. Taylor testified that this was the first time he had ever heard of Crawford.

There is nothing in the testimony to show that Crawford was ever rejected by the respondent at a time when there was a position open for him, and nothing to show that there was any agreement with the Radiomarine Corporation that Crawford should not be assigned when an opening occurred. Crawford testified that he did not doubt the sincerity of W. F. Taylor's letter stating that the respondent would be willing to reemploy him when the opportunity arose. There is evidence to show that Crawford could have been assigned to one of the respondent's ships by the Radiomarine Corporation on May 13, the day before the hearing of this case in Baltimore, and that he was not because he desired to remain ashore until after the hearing.

We are able to find nothing in the record to substantiate the charge that the respondent refused to reemploy Crawford because of his activities in the A. R. T. A. or for any other reason.

#### CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact and upon the entire record in the proceeding, the Board makes the following conclusions of law:

1. National Marine Engineers' Beneficial Association and the American Radio Telegraphists' Association, Baltimore Local No. 4 are labor organizations, within the meaning of Section 2, subdivision (5) of the Act.

2. The strike of the M. E. B. A., commencing on November 23, 1936, was a labor dispute within the meaning of Section 2, subdivision (9) of the Act.

3. James F. Wise, Frederick W. Sewell, and H. L. Sigmund were employees of the respondent, within the meaning of Section 2, subdivision (3) of the Act, at the time of the respondent's refusal to reinstate them.

4. The respondent, by refusing to reinstate James F. Wise, Frederick W. Sewell, and H. L. Sigmund because of their concerted activities on November 21, 1936, has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and has thereby engaged in 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.

6. The respondent, by refusing to reinstate James F. Wise, Frederick W. Sewell, and H. L. Sigmund, has not thereby discriminated in regard to hire and tenure of employment to discourage membership in a labor organization, within the meaning of Section 8, subdivision (3) of the Act.

7. The respondent has not refused to reinstate David R. Crawford as soon as work is available and therefore has not engaged in unfair labor practices in regard to him, within the meaning of Section 8, subdivisions (1) and (3) of the Act.

### ORDER

Upon the basis of the above 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:

1. The respondent, Southgate-Nelson Corporation, and its officers, agents, successors, and assigns, shall:

a. 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 purposes of collective bargaining and other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

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

(1) Make whole James F. Wise and Frederick W. Sewell, for any losses they and each of them may have incurred because of the respondent's refusal to reinstate them, by payment to each of them of a sum of money equivalent to what he would have earned as wages, plus the value of his subsistence, during the period from the first sailing of the Capulin after January 14, 1937, until the time of their reinstatement on the Capulin on or about June 24, 1937, less any amount each of them may have earned during that period;

(2) Make whole H. L. Sigmund for any loss he may have incurred as a consequence of the aforesaid refusal to reinstate, by payment to

him of a sum of money equivalent to what he would have earned as wages plus the value of his subsistence from the time that the respondent had an opening in a position equivalent to Sigmund's former position after February 1, 1937, until the time of his reinstatement on the Capulin on or about June 24, 1937, less any amount he may have earned during that period;

(3) Post notices in conspicuous places where they will be observed by the respondent's employees stating: (1) that the respondent will cease and desist as aforesaid; and (2) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting;

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

2. The complaint alleging that the respondent refused to reinstate David R. Crawford as radio operator because of his affiliation with and activities in the American Radio Telegraphists' Association be, and it hereby is, dismissed, without prejudice.

MR. EDWIN S. SMITH took no part in the consideration of the above Decision and Order.