

In the Matter of DARTMOUTH WOOLEN MILLS, INC. and UNITED  
TEXTILE WORKERS OF AMERICA, LOCAL UNION No. 2123

*Case No. C-441.—Decided February 28, 1938*

*Settlement:* stipulation providing for reinstatement of employees and payment of back pay.

*Mr. Norman F. Edmonds*, for the Board.

*Mr. G. K. Brown*, for the respondent.

*Mr. Louis J. Guilmet*, for the United.

*Mr. Martin Kurasch*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Louis J. Guilmet, general organizer for the United Textile Workers of America, herein called the United, the National Labor Relations Board, herein called the Board, by A. Howard Myers, Acting Regional Director for the First Region (Boston, Massachusetts), issued its complaint dated May 2, 1936 against Dartmouth Woolen Mills, Inc., Claremont, New Hampshire, herein called the respondent. The complaint and notice of hearing thereon were duly served upon the respondent and the United.

The complaint alleged that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), (3) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On May 7, 1936 the respondent filed its answer to the complaint denying that it had engaged in or was engaging in the unfair labor practices and alleging that the National Labor Relations Act was unconstitutional and void.

On May 11, 1936 the Board caused a notice of postponement of hearing to be signed by the Acting Regional Director. The hearing was postponed until further notice.

Upon amended charges duly filed by the United, the Board, by A. Howard Myers, Regional Director for the First Region, issued its amended complaint dated February 8, 1938 against the respondent. The amended complaint and notice of hearing thereon were duly served upon the respondent and the United.

On February 16, 1938 the Board, the respondent and the United entered into the following stipulation:

*I* Upon charges duly filed by the United Textile Workers of America, Local Union No. 2123, through Louis J. Guilmet, accredited agent and representative of said Local Union No. 2123 for this purpose, A. Howard Myers, agent of the National Labor Relations Board, acting pursuant to authority granted in Section 10 (b) of the National Labor Relations Act, approved July 5, 1935 and acting pursuant to its rules and regulations, Series 1, Article 4, Section 1, issued its amended complaint and notice of hearing on the eighth day of February, 1938, against the Dartmouth Woolen Mills, Inc., respondent herein.

*II* The third amended charge, amended complaint and notice of hearing thereon, as well as a copy of the Rules and Regulations of the National Labor Relations Board, Series 1, as amended April 18, 1936, were duly served upon the respondent and upon United Textile Workers of America, Local Union No. 2123 on February 9th, 1938, in accordance with said Rules and Regulations, Series 1, Article 5, Section 1; which hearing was to begin at 10:00 A. M. on February 17th, 1938, in the Court Room, Town Hall, Claremont, New Hampshire; thus allowing an intervening period of eight days between the service of the said third amended charge, amended complaint, notice of hearing and copy of Rules and Regulations and the date of the hearing.

*III* Respondent, Dartmouth Woolen Mills, Inc., is and has been since December 23, 1927 a corporation organized and existing by virtue of the laws of the state of New Hampshire, having its principal office and place of business in the Town of Claremont, County of Sullivan, State of New Hampshire and is now and has continuously been engaged at a place of business in the town of Claremont, County of Sullivan, State of New Hampshire (hereinafter called the Claremont Plant), in the production, sale and distribution of woolen cloth of various grades, types and qualities.

*IV* The United Textile Workers of America, Local Union No. 2123 is a labor organization within the meaning of said Act.

*V* Respondent, Dartmouth Woolen Mills, Inc. is engaged in interstate commerce within the meaning of the National Labor Relations Act.

*VI* The raw materials which the respondent, Dartmouth Woolen Mills, Inc., uses in its business at the Claremont Plant have been and are as follows: shoddies (reworked wool), greased wool, scoured wool, rayon, cotton waste, wool waste, chemicals and dyestuffs. The total cost of these raw materials used by

the respondent in its Claremont Plant amounted to \$449,842.21 for the year 1935, \$543,806.03 for the year 1936, and \$474,842.21 for the year 1937. The poundage of these raw materials (exclusive of the before mentioned chemicals and dyestuffs) used by the respondent in the conduct of its business at the Claremont Plant amounted to 971,988 pounds for the year 1935, 1,130,855 pounds for the year 1936, and 1,109,409 pounds for the year 1937. From January 1, 1935 up to the present time, the respondent, Dartmouth Woolen Mills, Inc., has purchased approximately 98% of these before mentioned raw materials in states of the United States other than the State of New Hampshire, namely in the states of New York, Rhode Island, Connecticut, Pennsylvania and Massachusetts, and in the course and conduct of its business causes and has continuously caused approximately 98% of these raw materials used by it in the production of its woolen cloth at its Claremont Plant to be transported in interstate commerce from the above named states to its Claremont Plant in the State of New Hampshire, and there these raw materials are manufactured by the respondent into woolen cloth, the operations involved being spinning, weaving and finishing.

*VII* The respondent, Dartmouth Woolen Mills, Inc., manufactures at its Claremont Plant woolen cloth of various grades, types and qualities. The respondent manufactured at its Claremont Plant 913,496 yards of said woolen cloth (which is approximately five feet in width) in the year 1935; 948,202 yards of said woolen cloth in the year 1936; and 1,224,877 yards of said woolen cloth in the year 1937. The value of the said woolen cloth produced by the respondent at its Claremont Plant in the year 1935 amounted to \$877,890.92; for the year 1936, it amounted to \$978,771.98; and for the year 1937, it amounted to \$1,024,621.05. From January 1, 1935 to the present time, respondent has shipped by rail, truck and water approximately 98% of the entire output of woolen cloth of its Claremont Plant, from its Claremont Plant to its commission agent in the city of New York, State of New York; respondent setting the price at which its woolen cloth is sold to the eventual purchaser and the commission agent being paid a certain percentage for services rendered as selling agent; the commission agent sells and causes the woolen cloth to be transported to purchasers in all parts of the United States.

*VIII* Dartmouth Woolen Mills, Inc., respondent herein, is one of the larger woolen mills in the state of New Hampshire and is the second largest company in the town of Claremont, state of New Hampshire, regardless of nature of business.

From January 1, 1935 up to the present time, the Claremont Plant of the respondent has operated at full capacity for approximately nine months during each year, employing between 325 and 350 employees when operating at said full capacity. Approximately 20 of these employees are engaged in supervisory, clerical and executive positions. In the slack periods, from January 1, 1935 to the present time, respondent has employed as few as fifty people at its Claremont Plant.

*IX* The acts of the respondent in discharging and refusing to reinstate those of its employees named in the Amended Complaint<sup>1</sup> (copy of which is hereto attached) constitute violations of Section 8, subsections (1) and (3) of said Act, as alleged in said Amended Complaint, and said acts occurred in connection with the operations of the respondent described herein and have and have had a close, intimate and substantial relation to trade, traffic, and commerce among the several states and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

*X* Dartmouth Woolen Mills, Inc., respondent herein, will offer to Andrew Zarsky, Angelina Leblanc, Guy M. Bentley, Ada Lamirande, Omer Garneau, Allard Bedard, Mary Witkowski, Iva Lamiere, Eva Bedard, Telesphore Dubois, Victoria Mackie (nee Pawlowski), Corrine Rushea, Edward Bentley, Arthur Garneau, Alex Companion, Anthony Leveille, Severine Leveille, Blanche Lessard, Freeda Companion, Eva Foisy, Philamena Marro, Edna Mussey, Cecelia Brody, Rita Arel (nee Helie), Rosilda Benoit, Agnes Sciborek, Mary Dandenault, Edmund Lavoie, Rene Couture, Florence Houde, Bertha Houde, Ethel Thibodeau, Arthur Picard, Bertha Provencher, Romeo Lemieux, by Monday, February 21st, 1938, immediate and full reinstatement to the positions which they held prior to the strike in March of 1936, without prejudice to seniority rights or any other rights and privileges previously enjoyed by them; and in the event that any of the positions held by any of the above named employees previous to the strike in March of 1936 are no longer in operation or existence, the Dartmouth Woolen Mills, Inc. will offer to such of the above named employees whose former positions are no longer in operation or existence immediate and full reinstatement without prejudice to seniority rights or any other rights and privileges previously enjoyed by them to positions similar and substantially equivalent to those positions held by said employees prior to the strike in March of 1936.

---

<sup>1</sup>The employees named in the Amended Complaint are set out in Appendix A to this Decision and Order.

XI Dartmouth Woolen Mills, Inc., respondent herein, will pay to the following employees the following amounts as back pay:<sup>2</sup>

Blanche Lessard.....	\$100	Corrine Rushea.....	\$225
Rita Arel (nee Helie).....	\$100	Victoria Mackie (nee Paw-	
Rene Couture.....	\$100	lowski).....	\$225
Bertha Provencher.....	\$100	Freeda Companion.....	\$300
Romeo Lemieux.....	\$100	Philamena Marro.....	\$300
Alex Compamon.....	\$100	Edna Mussey.....	\$300
Agnes Seiborek.....	\$200	Cecilia Brody.....	\$300
Mary Dandenault.....	\$200	Rosilda Benoit.....	\$300
Andrew Zarsky.....	\$200	Ethel Thibodeau.....	\$300
Omer Garneau.....	\$200	Arthur Garneau.....	\$300
Iva Lamiere.....	\$200	Edward Bentley.....	\$300
Anthony Leveille.....	\$200	Telesphore Dubois.....	\$300
Severine Leveille.....	\$200	Mary Witkowski.....	\$300
Eva Foisy.....	\$225	Allard Bedard.....	\$300
Edmund Lavoie.....	\$225	Ada Lamirande.....	\$300
Florence Houde.....	\$225	Guy M. Bentley.....	\$300
Bertha Houde.....	\$225	Angelina Leblanc.....	\$300
Arthur Picard.....	\$225	Peter Delage.....	\$1,000
Eva Bedard.....	\$225		

Dartmouth Woolen Mills, Inc., respondent herein, will deposit these monies, amounting to \$9,000. in toto, on or before February 18, 1938, with the People's National Bank, Claremont, New Hampshire, to the account of John Goodnow, as trustee for the above named employees, upon the following terms and conditions: Upon approval of this stipulation by the National Labor Relations Board, John Goodnow will pay to each of the above named employees of the Dartmouth Woolen Mills, Inc. the amount designated above. Upon notice by the National Labor Relations Board of their failure to approve this stipulation, the above mentioned \$9,000. is to revert back immediately to the Dartmouth Woolen Mills, Inc., respondent herein.

XII Respondent, Dartmouth Woolen Mills, Inc., waives its right to hearing, as set forth in Sections 10 (b) and 10 (c) of the National Labor Relations Act.

XIII This stipulation along with the third amended charge, amended complaint, notice of hearing and Rules and Regulations of the National Labor Relations Board may be introduced as evidence by filing them with the Chief Trial Examiner of the National Labor Relations Board at Washington, D. C.

XIV Upon this stipulation, if approved by the National Labor Relations Board, an order may forthwith be entered by

<sup>2</sup>This sentence was inserted by the amendment to the stipulation quoted below.

said Board and by the appropriate Circuit Court of Appeals, Providing as follows:

1. Respondent, Dartmouth Woolen Mills, Inc., will cease and desist:

(a) 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;

(b) From discouraging membership in the United Textile Workers of America, Local Union No. 2123, or in any other labor organization of its employees: by discharging, threatening, or refusing to reinstate any of its employees for joining United Textile Workers of America, Local Union No. 2123 or any other labor organization of its employees;

(c) From in any other manner discriminating against any of its employees in regard to hire and tenure of employment or any term or conditions of employment for joining United Textile Workers of America, Local Union No. 2123 or any other labor organization of its employees;

2. Respondent, Dartmouth Woolen Mills, Inc. will take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Offer Andrew Zarsky, Angelina Leblanc, Guy M. Bentley, Ada Lamirande, Omer Garneau, Allard Bedard, Mary Witkowski, Iva Lamiere, Eva Bedard, Telesphore Dubois, Victoria Mackie (nee Pawlowski), Corrine Rushea, Edward Bentley, Arthur Garneau, Alex Companion, Anthony Leveille, Severine Leveille, Blanche Lessard, Freeda Companion, Eva Foisy, Philomena Marro, Edna Mussey, Cecilia Brody, Rita Arel (nee Helie), Rosilda Benoit, Agnes Sciborek, Mary Dandenault, Edmund Lavoie, Rene Couture, Florence Houde, Bertha Houde, Ethel Thibodeau, Arthur Picard, Bertha Provencher, Romeo Lemieux, if it has not already done so, as provided above, immediate and full reinstatement to the positions which they held prior to the strike in March of 1936, without prejudice to seniority rights or any other rights and privileges previously enjoyed by them; and in the event that any of the positions held by any of the above named employees previous to the strike in March of 1936 are no longer in operation or existence, offer to such of the above named employees whose former positions are no longer in operation or existence, immediate and full reinstatement without prejudice to seniority rights or any other rights and privileges previously

enjoyed by them to positions similar and substantially equivalent to those positions held by such employees prior to the strike in March of 1936.

(b) Pay immediately to the following employees the following amounts as back pay:

Blanche Lessard.....	\$100	Florence Houde.....	\$225
Rita Arel (nee Helie).....	\$100	Bertha Houde.....	\$225
Rene Couture.....	\$100	Arthur Picard.....	\$225
Bertha Provencher.....	\$100	Eva Bedard.....	\$225
Romeo Lemieux.....	\$100	Corrine Rushea.....	\$225
Alex Companion.....	\$100	Victoria Mackie (nee Paw-	
Agnes Sciborek.....	\$200	lowski).....	\$225
Mary Dandenault.....	\$200	Freeda Companion.....	\$300
Andrew Zarsky.....	\$200	Philamena Marro.....	\$300
Omer Garneau.....	\$200	Edna Mussey.....	\$300
Iva Lamiere.....	\$200	Cecilia Brody.....	\$300
Anthony Leveille.....	\$200	Rosilda Benoit.....	\$300
Severine Leveille.....	\$200	Ethel Thibodeau.....	\$300
Allard Bedard.....	\$500	Arthur Garneau.....	\$300
Ada Lamirande.....	\$300	Edward Bentley.....	\$300
Guy M. Bentley.....	\$300	Telesphore Dubois.....	\$300
Angelina Leblanc.....	\$300	Mary Witkowski.....	\$300
Eva Foisy.....	\$225	Peter Delage.....	\$1,000
Edmund Lavoie.....	\$225		

(c) Post and keep visible in each department in the respondent's Claremont Plant in a prominent place for a period of thirty days after receipt copies of the order to be entered by the National Labor Relations Board to be made hereon.

On February 17, 1938 the Board, the respondent and the United agreed to the following amendment to the stipulation:

It is hereby stipulated by and between Dartmouth Woolen Mills, Inc., respondent herein, United Textile Workers of America, Local Union No. 2123, party herein, and the National Labor Relations Board that:

1. The stipulation entered into on February 16, 1938 by and between Dartmouth Woolen Mills, Inc., respondent herein, United Textile Workers of America, Local Union No. 2123, party herein, and the National Labor Relations Board be and hereby is amended as follows: By inserting on page 5 of said stipulation<sup>3</sup> immediately following the words ". . . to positions similar and substantially equivalent to those positions held by said employees prior to the strike in March of 1936." the following:

"XI Dartmouth Woolen Mills, Inc., respondent herein, will pay to the following employees the following amounts as back pay:"

<sup>3</sup> See footnote 2, *supra*.

2. This amendment to stipulation may be introduced in evidence, along with the before mentioned stipulation, third amended charge, amended complaint, notice of hearing and Rules and Regulations of the National Labor Relations Board by filing it with the Chief Trial Examiner of the National Labor Relations Board at Washington, D. C.

In accordance with the stipulation and the amendment to the stipulation, the following documents were introduced into evidence by being filed with the Chief Trial Examiner of the National Labor Relations Board at Washington, D. C. on February 19, 1938:

1. Stipulation entered into between the parties (with extra copy).
2. Amendment to Stipulation entered into between the parties (with extra copy).
3. Third Amended Charge in this matter.
4. Amended Complaint in this matter.
5. Copy of the Rules and Regulations of the National Labor Relations Board.

#### ORDER

On the basis of the above stipulation and amendment to the stipulation and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Dartmouth Woolen Mills, Inc. and its officers, agents, successors and assigns shall:

1. Cease and desist:

(a) 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;

(b) From discouraging membership in the United Textile Workers of America, Local Union No. 2123, or in any other labor organization of its employees by discharging, threatening, or refusing to reinstate any of its employees for joining United Textile Workers of America, Local Union No. 2123 or any other labor organization of its employees;

(c) From in any other manner discriminating against any of its employees in regard to hire and tenure of employment or any term or conditions of employment for joining United Textile Workers of America, Local Union No. 2123 or any other labor organization of its employees.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Offer to Andrew Zarsky, Angelina Leblanc, Guy M. Bentley, Ada Lamirande, Omer Garneau, Allard Bedard, Mary Witkowski, Iva Lamiere, Eva Bedard, Telesphore Dubois, Victoria Mackie (nee Pawlowski), Corrine Rushea, Edward Bentley, Arthur Garneau, Alex Companion, Anthony Leveille, Severine Leveille, Blanche Lessard, Freeda Companion, Eva Foisy, Philamena Marro, Edna Mussey, Cecilia Brody, Rita Arel (nee Helie), Rosilda Benoit, Agnes Sciborek, Mary Dandenault, Edmund Lavoie, Rene Couture, Florence Houde, Bertha Houde, Ethel Thibodeau, Arthur Picard, Bertha Provencher, Romeo Lemieux, if it has not already done so, as provided above, immediate and full reinstatement to the positions which they held prior to the strike in March of 1936, without prejudice to seniority rights or any other rights and privileges previously enjoyed by them; and in the event that any of the positions held by any of the above-named employees previous to the strike in March of 1936 are no longer in operation or existence, offer to such of the above-named employees whose former positions are no longer in operation or existence, immediate and full reinstatement without prejudice to seniority rights or any other rights and privileges previously enjoyed by them to positions similar and substantially equivalent to those positions held by such employees prior to the strike in March of 1936;

(b) Pay immediately to the following employees the following amounts as back pay:

Blanche Lessard.....	\$100	Florence Houde.....	\$225
Rita Arel (nee Helie).....	\$100	Bertha Houde.....	\$225
Rene Couture.....	\$100	Arthur Picard.....	\$225
Bertha Provencher.....	\$100	Eva Bedard.....	\$225
Romco Lemieux.....	\$100	Corrine Rushea.....	\$225
Alex Companion.....	\$100	Victoria Mackie (nee Pawlow- ski).....	\$225
Agnes Sciborek.....	\$200	Freeda Companion.....	\$300
Mary Dandenault.....	\$200	Philamena Marro.....	\$300
Andrew Zarsky.....	\$200	Edna Mussey.....	\$300
Omer Garneau.....	\$200	Cecilia Brody.....	\$300
Iva Lamiere.....	\$200	Rosilda Benoit.....	\$300
Anthony Leveille.....	\$200	Ethel Thibodeau.....	\$300
Severine Leveille.....	\$200	Arthur Garneau.....	\$300
Allard Bedard.....	\$300	Edward Bentley.....	\$300
Ada Lamirande.....	\$300	Telesphore Dubois.....	\$300
Guy M. Bentley.....	\$300	Mary Witkowski.....	\$300
Angelina Leblanc.....	\$300	Peter Delage.....	\$1,000
Eva Foisy.....	\$225		
Edmund Lavoie.....	\$225		

(c) Post and keep visible in each department in the respondent's Claremont Plant in a prominent place for a period of thirty (30) days

after receipt copies of the order to be entered by the National Labor Relations Board to be made hereon.

## APPENDIX A

Blanche Lessard	Andrew Zarsky
Freeda Companion	Angelina Leblanc
Eva Foisy	Peter Delage
Philamena Marro	Guy M. Bentley
Edna Mussey	Ada Lamirande
Cecilia Brody	Omer Garneau
Rita Arel (nee Helle)	Allard Bedard
Rosilda Benoit	Mary Witkowski
Agnes Seiborek	Iva Lamiere
Mary Dandenault	Eva Bedard
Edmund Lavoie	Telesphore Dubois
Rene Couture	Victoria Mackie (nee Pawlowski)
Florence Houde	Corrine Rushea
Bertha Houde	Edward Bentley
Ethel Thibodeau	Arthur Garneau
Arthur Picard	Alex Companion
Bertha Provencher	Anthony Leveille
Romeo Lemieux	Severine Leveille