

IN THE MATTER OF THE TRIPLETT ELECTRICAL INSTRUMENT COMPANY,
THE DILLER MANUFACTURING COMPANY, DOING BUSINESS UNDER THE
FIRM NAME AND STYLE OF READRITE METER WORKS and UNITED ELEC-
TRICAL AND RADIO WORKERS OF AMERICA, LOCAL NO. 714

Cases Nos. C-211 and R-175.—Decided March 7, 1938

Electrical Instrument and Radio Testing Equipment Industry—Interference, Restraint, and Coercion: closing plant and threatening to move it; issuing handbills to that effect—*Domination of and Interference with Company Union:* suggesting organization of; organization by supervisory and clerical employees; reinstating only company-union members after lock-out—*Discrimination:* lock-out; refusals to reinstate; discharges—*Reinstatement Ordered—Back Pay:* awarded to all employees from date of lock-out until reinstatement; to discharged employees—*Unit Appropriate for Collective Bargaining:* all employees except foremen, subforemen, office, clerical, and supervisory employees in two plants of employer—*Representatives:* applications for membership in union—*Collective Bargaining:* refusal to recognize union as exclusive representative; recognizing company union as exclusive representative—*Petition for Certification:* dismissed because of order to respondents to bargain.

Mr. Christopher W. Hoey and Mr. Jerome Macht, for the Board.

Mr. H. O. Bentley, of Lima, Ohio, for the respondents.

Mr. F. W. Durbin, of Lima, Ohio, for the Union.

Mr. James B. Pascoe, of Cleveland, Ohio, for United Electrical and Radio Workers of America.

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

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed on March 19, 1937, and amended on May 6 and June 9, 1937, by United Electrical and Radio Workers of America, Local No. 714, herein called the Union, the National Labor Relations Board, herein called the Board, by Ralph A. Lind, Regional Director for the Eighth Region (Cleveland, Ohio), issued its complaint dated May 25, 1937, against The Triplett Electrical Instrument Company, Bluffton, Ohio, herein called the Triplett Company, and, on June 11, 1937, issued and duly served an amended complaint against the Triplett Company and The Diller Manufacturing Company, doing business under the firm name and style of Readrite Meter Works,

Bluffton, Ohio, herein called the Readrite Company, alleging that the Triplett Company and the Readrite Company, herein collectively called the respondents, had engaged in and were 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 6, 1937, the Union filed with the Regional Director for the Eighth Region a petition alleging that a question affecting commerce had arisen concerning the representation of employees of the Triplett Company and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the Act. On May 11, 1937, the Board, acting pursuant to Section 9 (c) of the Act and Article III, Section 3, of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered an investigation and authorized the Regional Director to conduct it and to provide for an appropriate hearing. On June 9, 1937, the Union filed an amended petition alleging that a question concerning the representation of employees of both respondents had arisen. On June 11, the Board issued an order consolidating the complaint and representation cases for purposes of hearing.

In respect to the unfair labor practices, the complaint, as amended, alleged in substance that all of the production and maintenance employees of the respondent, exclusive of clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining; that a majority of the employees in the appropriate unit had, on March 16, 1937, and at all times subsequent thereto, designated the Union as their representative for the purposes of collective bargaining, and that the respondents did then refuse and have at all times since refused to bargain with the Union as the exclusive representative of all employees in the appropriate unit; that the respondents interfered with, restrained, and coerced their employees in the exercise of their rights to self-organization by publishing statements threatening to close their plants and by closing their plants on March 15, 1937, for the purpose of intimidating, coercing, and restraining their employees in the exercise of their rights to self-organization; that the respondents discharged Louis Allman, Mark Garmatter, Harley Kohler, and Russell Amstutz, on April 23, 1937, Raymond Holden on May 18, 1937, and Charles McGinnis on May 19, 1937, because they joined and assisted the Union; that the respondents refused to reinstate approximately 75 employees on April 1, 1937, unless and until they joined the Committee of 17, thereby encouraging membership in the Committee of 17; that the respondents suspended the following persons for varying lengths of time because they joined and assisted the Union: Gale Scoles for two weeks on May 15, 1937; Earl Hilty, Charles Steiner, and Ross Irwin for three days on May 20, 1937; Glenn

Slusser for one week on May 20, 1937; Ralph Diller for one week on May 22, 1937; and Lester Hahn for two days on June 7, 1937; that the respondents dominated and interfered with the formation and administration of labor organizations of their employees known as the TR Club, the Committee of 17, and The Bluffton Electrical Association, Inc., herein called the Association, and contributed financial and other support to them; that the respondents by the acts above-enumerated have interfered with, restrained, and coerced their employees in the exercise of their rights guaranteed in Section 7 of the Act.

No answer to the complaint was filed by the respondents.

Pursuant to notices of hearing duly served upon the respondents, the Union, and upon Richard Schumacher, the representative of the TR Club and the Committee of 17, a hearing was held at Lima, Ohio, on June 17 to 23, 1937, before James C. Batten, the Trial Examiner duly designated by the Board. The Board, the Union, and the respondents were represented by counsel and participated in the hearing. During the hearing counsel for the respondents moved for a continuance to enable him to have a subpoena issued to secure the testimony of Ralph A. Lind, the Regional Director for the Eighth Region, in regard to an agreement entered into between R. L. Triplett, president of the respondents, and Lind for the reinstatement of the Union members on April 22, 1937. This motion was renewed at the close of the hearing and was denied by the Trial Examiner. The Trial Examiner granted the parties permission to file briefs, but no briefs were filed.

On August 3, 1937, the Trial Examiner filed his Intermediate Report, which was duly served on the respondents, the Association, and the Union. The Intermediate Report found that the respondents had engaged in unfair labor practices as alleged in the complaint and recommended that the respondents cease and desist from such unfair labor practices, bargain with the Union as the exclusive representative of their employees, and offer reinstatement to the discharged employees with back pay. Exceptions to the findings of the Intermediate Report were subsequently filed by the respondents.

On November 10, 1937, the Board, acting pursuant to Section 10 (b) of the Act and Article II, Section 7, of National Labor Relations Board Rules and Regulations—Series 1, as amended, issued and duly served on the parties an amendment to the amended complaint for the purpose of conforming the allegations to the proof as adduced at the hearing. No answer to the complaint as amended was filed and no additional hearing thereon was requested for the purpose of presenting evidence thereon.

Pursuant to notices duly served upon the parties a hearing for the purpose of oral argument on the respondents' exceptions was held

before the Board in Washington, D. C., on November 30, 1937. The respondents were represented and participated in the argument.

The Board has reviewed the rulings of the Trial Examiner on objections to the introduction of evidence and on the motion mentioned above and finds no prejudicial errors were committed. The rulings are hereby affirmed. The Board has considered the respondents' exceptions to the findings of the Intermediate Report, and, except to the extent that the findings below depart from those of the Trial Examiner, finds the exceptions without merit.

Upon the entire record in both cases, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

The Triplett Electrical Instrument Company, an Ohio corporation, and The Diller Manufacturing Company, an Ohio corporation, doing business under the trade name and style of Readrite Meter Works, are engaged in the manufacture and sale of electrical measuring instruments and radio-testing equipment. Their principal office and place of business is in Bluffton, Ohio. The respondents have interlocking directorates and are run as one concern with common management and a common general office. R. L. Triplett is the president of both respondents.

The respondents employ approximately 300 persons. For the year ending April 30, 1936, the Triplett Company did a gross business of \$553,444.73 and the Readrite Company did a gross business of \$205,047.39.

The materials used by the respondents are brass, steel, aluminum, celluloid, copper wire, and duraluminum, 65 per cent of which are imported from outside of Ohio. The respondents ship 90 per cent of their finished products out of Ohio. Branch sales offices are maintained in 30 foreign countries and in 17 principal cities of the United States.

II. THE UNION

United Electrical and Radio Workers of America, Local No. 714, is a labor organization admitting to membership employees of the respondents. It is a local of a national union affiliated with the Committee for Industrial Organization.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

Bluffton, Ohio, is a city of approximately 2,500 persons, located about 20 miles from Lima, Ohio. The respondents are the chief employers there, aside from the usual retail establishments and a

glove factory employing about 60 persons. No union had ever been, organized in Bluffton before March 1937.

At that time Louis Allman, a subforeman in the respondents' plating room, started to organize the Union. The first meetings were merely informal gatherings at Allman's home. This beginning of union activity in Bluffton attracted a great deal of attention among its citizens. The movement eventually came to the notice of R. L. Triplett, president of the respondents. As a result, he called a meeting of the male employees to discuss the situation.

The meeting was held in the laboratory of the plant at 11 a. m. on March 11. Triplett commented upon the falling off in the quality and quantity of production in the factory and the unprecedented fact that a so-called "outside" union was being organized in the plant. He pointed out that in his opinion an "inside" union would be more to their interest. He then requested Louis Allman to give them some information about the "outside" union. Allman refused to say more than that anyone who wanted any information could contact him at his home. Triplett then asked for a viva voce vote on the question of an "inside" or an "outside" union. When no one ventured to vote against the idea of an "inside" union, Triplett appointed a committee to carry out the organization of such a group. This committee consisted of Richard Schumacher, an employee described by Triplett as one who, though he attended foremen's meetings, had no supervisory duties, but who, the Union claims, is a clerical employee; Harry Triplehorn, an employee in the plant; and George Klay, the superintendent of the machine shop. After making these appointments, Triplett left, and the supervisory employees, at his suggestion, left with him.

A new vote on the previous question was then taken by secret ballot. Of the 95 employees remaining 73 voted for an "outside" union, 11 for an "inside" union, while 11 refrained from voting.

That afternoon, Allman, meeting Triplett in the hall and again in the latter's office, told Triplett that he was proceeding with the organization of the Union, but that he would personally guarantee there would be no trouble.

After the laboratory meeting, the plant and city of Bluffton hummed with discussion of the Union and its probable method of action. Rumors of every sort were prevalent, but one concerning a sit-down strike seems to have been most persistent. Several witnesses testified that two or three members of the Union had told them on March 11 and 12 to be ready for a sit-down strike the next week and that they had reported this to their foreman or subforeman. The men making these statements were not officers of the Union, however, and the statements were in fact made before the Union had any officers or any organization whatsoever.

On the evening of March 12, the Union held an organization meeting in the Roland Stratton Building in Bluffton. New members were signed up, and officers elected. At that time the Union had 63 members. Allman was elected president, Earl Hilty, vice president, William McGinnis, corresponding secretary, and Robert Balmer, financial secretary and treasurer.

The next morning, Saturday, March 13, N. A. Triplett, sales manager of the respondents, called Jesse Manges, a member of the Union, and asked him to come to his office. Manges took Hilty and McGinnis with him. N. A. Triplett asked them what the Union's demands were. They told him that since the Union was newly organized, neither the Union's demands nor a committee to present them were ready at that time. N. A. Triplett asked when the demands and the committee would be ready and they told him that the demands and the committee would be ready by the end of the next week. N. A. Triplett then informed them that the management was willing to negotiate and that the Union should present its demands when it had formulated them. The men left after assuring Triplett that there would be no trouble in the plants.

On Sunday, March 14, the directors of the respondents had a meeting to discuss the problems raised by the organization of the Union. The foremen in the plants were called in to discuss the situation. They testified at the hearing that they believed a sit-down strike was then imminent and so informed the boards of directors on March 14. The testimony of those directors who were called at the hearing was that they then decided to close the plants because they feared a sit-down strike. They issued a handbill announcing this decision, which was distributed to the employees upon reporting for work Monday morning, March 15. This statement is significant, and we quote from it:

A crisis has arisen in the management and operation of these plants which makes it seem advisable and necessary to close down all operations indefinitely.

The management feels that our employees will understand the state of affairs which has made this drastic action necessary; . . .

These Companies now face a labor disturbance among their employees fostered by outside organizers and sympathizers, but to which, very much to our surprise, a number of our employees are subscribing. These Companies will always do the very best they are able to satisfy reasonable demands of any employee, but they cannot and will not permit the operations to be taken over and thereafter dictated and dominated by any alien and outside influence or authority. If the matter in dispute can be adjusted satisfactorily by our employees and ourselves, and to

our mutual satisfaction, we shall always be found willing and reasonable in making such adjustment; until we can have some assurance and settlement of all differences between us, the plants will remain closed. If such disposition of the matter cannot be made, after a fair and free effort to settle all questions between us, then we shall have finally to decide as a matter of policy whether the Companies will liquidate their business or remove their operations to other fields . . .¹

About this time, March 16, the Committee of 17 began to organize. Of the original members of the Committee of 17, respondents' Exhibit No. 17 lists Eugene Basinger, Lendon Basinger, and Lloyd Brauen as subforemen; and Wade Marshall and Arden Baker as clerical employees, Arden Baker and Richard Schumaker, who was appointed by Triplett to organize the "inside" union, appear to have been especially active in the work of this committee. This is discussed further below.

On March 16 the Union wrote to R. L. Triplett, who had gone to Chicago on March 15, asking him to meet with it to determine what could be done to get the plants open. On March 20 Triplett replied to this letter, stating that until he had completed the research which he was doing with employers, workmen, customers, and others, affecting future operations of the respondents, he would not be in Bluffton, but that he could be reached through the respondents' office there.

On March 22, the Union again wrote to Triplett, stating that it had filed a charge with the Board's Cleveland office and threatening unfavorable publicity and boycott of goods unless the respondents bargained with it.

On the same day the Committee of 17 wrote to Triplett, enclosing petitions signed by a majority of the respondents' employees and asking Triplett to meet with the Committee and bargain. The letter stated in part:

The union group has scheduled a meeting for Friday night. If we can establish contact with you before that time, and announce that you are willing to bargain with these loyal employees, we can completely break the other organization.²

This letter was handed to George Klay, the superintendent of the respondents' machine shop and one of the men appointed by Triplett to organize the "inside" union at the March 11 meeting. Klay took the letter and the petition to Chicago and gave them to Triplett.

Triplett replied to the Committee of 17 under date of March 23, 1937, recognizing the committee as the exclusive representative of the respondents' employees on the ground that they had obtained the

¹ Board Exhibit No. 34.

² Board Exhibit No. 50-A.

signatures of a majority on their petition. This letter was published in full in a box on the first page of the Bluffton News for Thursday, March 25, 1937.³ Triplett never replied directly to the Union's letter of March 22, evidently believing that his letter to the Committee of 17 and the publicity given it in the Bluffton News constituted a sufficient answer.'

On March 29, the Committee of 17 held an open meeting in the American Legion hall in Bluffton. Arden Baker testified that at the meeting the Committee of 17 demanded an agreement from Triplett that no one would be taken back upon the reopening of the plants unless he signed with the Committee of 17. Triplett at once acceded to this demand and announced that the plants would open on April 1.

Before the plants opened the Committee of 17, through Arden Baker and Wade Marshall, had printed and circulated among the respondents' employees a handbill entitled, "IF YOU REALLY WANT TO GO BACK TO WORK SUPPORT 'THE COMMITTEE OF SEVENTEEN'."⁴ One statement in that handbill throws light on the so-called "demands" which the Committee of 17 made on Triplett and to which he "agreed" in order to get its members to come back to work:

The committee of 17 assures an immediate re-opening of both plants, inasmuch as that is the primary purpose of the group of 157. *No other object will stand in the way of resuming work.* [Italics supplied.]

On March 30 a conference was held in the office of the mayor of Bluffton, attended by James Pascoe, organizer for United Electrical and Radio Workers of America, the Union's executive committee, Harold Wenger, representing the Committee of 17, Triplett and Burt Heuvelman, the respondents' sales representative in Chicago, both representing the respondents. At this conference Pascoe tried to arrange a consent election to be conducted by the Regional Director of the Board, but Triplett refused to sign the necessary stipulation or to give any reasons for his refusal. Triplett tried to get the Union representatives to agree to an election to be conducted by the mayor of Bluffton. They declined this proposal, and Triplett left the conference taking with him Heuvelman and Wenger, the representative of the Committee of 17.

On March 31 the Union committee met with Triplett to discuss the terms on which Union members could return to work when the plant opened on April 1. Triplett told them that they would have to sign application cards for employment and would also have to sign with the Committee of 17. When the Union committee reported

³ Triplett is listed on the masthead of the Bluffton News as one of its owners.

⁴ Board Exhibit No. 39-B.

Triplett's terms to the Union members later in the day they were at once rejected. The members refused to sign either the application card for employment or that for membership in the Committee of 17. They felt that by signing the application card for employment they would be giving up their seniority rights. At five o'clock the Union committee again met with Triplett and told him that the Union would not agree to his conditions. In reply Triplett stated that Mark Garmatter, one of the committeemen, would not return to work in any case, although no reason was given for this decision. Triplett then left, and Wenger and Baker of the Committee of 17 appeared to announce that Triplett also refused to permit McGinnis, another member of the Union committee to return under any conditions.

On April 1 the plants opened, and Triplett's conditions were enforced. Approximately 75 Union members failed to return.

A series of conferences with Ralph A. Lind, the Board's Regional Director in Cleveland, followed. As a result, on April 15, Triplett agreed with Lind to reinstate all of the Union members by April 22 and in return the Union agreed to withdraw the charge against the respondents, thereby giving up the claims to back pay for the period of the lock-out. This is the agreement on which the respondents' counsel wished to secure Lind's testimony. Since Lind did not deny the respondents' statement of its terms, we shall accept their version, which is that stated above.

On April 16 the respondents' plants closed at four o'clock although at that time they ordinarily remained open until six o'clock. The foremen and assistant foremen informed the employees that there was a meeting in the American Legion hall which they should attend. All of the supervisory employees attended the meeting. Arden Baker called it to order, and the mayor of Bluffton and R. L. Triplett spoke before Baker took over the meeting. Baker announced that the Committee of 17 was disbanding and that its functions were to be taken over by The Bluffton Electrical Association, Inc., herein called the Association. Applications for membership in the Association were passed out, signed, and returned. Triplett was present throughout the meeting.

On April 19 the articles of incorporation for the Association were signed by Eugene Basinger, Arden Baker, and Richard Schumacher, and on April 26 they were filed and recorded in the office of the Secretary of State of Ohio.

By April 22 all of the Union members had been put back into the plant in performance of the agreement between the respondents and Lind. On April 23 four of the Union men were discharged, under circumstances discussed below, in violation of this agreement.

At this time the respondents posted new shop rules throughout the plant. The rules, among other things, forbade talking during working hours and moving around the plant even on business. They were to be enforced by the shop discipline committee of the Association or by the foremen or other supervisory officials. Members of the Union claim the rules were enforced only against them and not against the members of the Association.

The above facts show that the respondents adopted an antiunion policy when the news of the organization of a labor union among their employees came to their attention. Triplett's remarks at the meeting which he called in the laboratory left no doubt in anyone's mind that he and the respondents were opposed to outside labor unions. Such a statement of policy by an employer is sufficient to intimidate persons who are dependent upon him for their livelihood and who have little or no chance of securing employment elsewhere in the community if they lose their jobs with that employer. There need be no out-and-out threat of termination of employment.

The handbill issued by the boards of directors of the respondents on March 15 finally dispelled whatever doubt may still have existed in anyone's mind as to where the respondents stood in regard to their employees' membership in the Union. The policy indicated by that handbill was to refuse to deal with any representative of the employees who was not himself an employee of the respondents, and to discourage membership in the Union by closing the plants and threatening to keep them closed and to move them to another city. There can be no doubt of what the respondents intended to accomplish by the issuance of that handbill and the simultaneous closing of the plants.

Triplett's prompt answer to the Association's letter of March 22 and its publication in the Bluffton News gave the Committee of 17 an advantage over the Union.

We find that by all these acts the respondents have interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. *The lock-out*

The circumstances leading to the lock-out on March 15, 1937, have been described above. An analysis of the actions of the respondents leaves no doubt that the plants were closed in order to discourage membership in the Union. It is true that four of the respondents' witnesses testified that two Union members told them on Thursday or Friday, March 11 or 12, to be ready for a sit-down the next week and that those Union members were not called to deny those statements. But those persons were not leaders of

the Union. When the statements and rumors then circulating in Bluffton are weighted against the assurances which R. L. Triplett received on March 11 directly from Louis Allman, the person he knew to be most active in forming the Union, and those which N. A. Triplett received on March 13 from two of the men who had been elected officers of the Union the night before, it does not seem possible that the boards of directors believed that there was to be a sit-down strike and closed the plants for that reason. If we are to credit the respondents' witnesses, we must assume that the directors disregarded these assurances and listened only to rumor. But we have a statement from the directors themselves as to their reasons for closing the plants, contained in the handbill written at the time the plants were closed. The statement shows the antagonistic attitude of the respondents toward "outside" unions and indicates that the directors of the respondents decided to close their plants to discourage membership in the Union.

We therefore find that by closing their plants on March 15, 1937, the respondents discriminated in regard to the hire and tenure of employment of their employees, and thereby discouraged membership in the Union.

C. Domination of and interference with the Committee of 17, the Association, and the TR Club

The Committee of 17 was a labor organization admitting to membership all employees of the respondents. Its membership was limited to employees of the respondents.

The Association is a labor organization admitting to membership the employees of the respondents. It was organized as the successor to the Committee of 17.

The hostility of the respondents to the Union as expressed in the meeting in the laboratory on March 11 and in the closing of the plants and the simultaneous issuance of the handbill explaining the reasons therefor on March 15, gave rise to the formation of the Committee of 17. Triplett initiated the idea of a plant union and appointed a committee to organize it. His idea was then adopted and put into effect by those of the respondents' employees who were most closely connected with the management. An examination of the original Committee of 17 shows that it was largely made up of employees whose positions made them naturally receptive to Triplett's suggestions for the formation of an "inside" union and who were in fact part of the managerial force.

Eugene Basinger and Lendon Basinger are both listed as subforemen on the pay-roll list submitted by the respondents, and

both were members of the original Committee of 17 and active in solicitations for it.

Richard Schumacher, who next to Arden Baker was most active in the formation of the Committee of 17 and the Association, does not appear on the respondents' list of clerical, supervisory, and salaried employees. Triplett testified, however, that Schumacher was called to foremen's meeting and that the only reason he was not a supervisory employee was that there was no one else employed in the stockroom. The evidence showed that Schumacher did much the same type of work as William McGinnis, whom the respondents listed as clerical. Schumacher was in charge of receiving materials and writing orders for them. He was one of the committee appointed by R. L. Triplett on March 11 to form the "inside" union, and he took this appointment seriously.

Wade Marshall is listed on the pay-roll list submitted by the respondents as a clerical employee in the factory. The Union claims that he also has supervisory duties. The record shows that after the plants opened on April 1, Marshall interviewed persons applying for reinstatement. That Marshall considered himself a supervisory employee is shown by the fact that when Triplett asked the supervisory employees to leave the meeting in the laboratory on March 11, Marshall left. Triplett also testified that Marshall was called to foremen's meetings. It seems clear that Marshall was employed, to some extent at least, in a supervisory capacity. Marshall was active in the formation of the Committee of 17 and in the Association.

Harry Triplehorn, who was on the original Committee of 17 was one of the persons appointed by Triplett at the March 11 meeting to go ahead with the formation of the "inside" union.

Lloyd Brauen is listed by the respondents as a subforeman. He was one of the original members of the Committee of 17 and was active in soliciting members for it.

The respondents contend that the participation of subforemen and clerical employees in the formation of the Committee of 17 and the Association had no more significance than the participation of those employees in the formation of the Union. But such participation is significant and does implicate the employer unless the employer makes clear that it has no connection with such activities. In the case of the Union, the respondents so clearly indicated their hostility to it that no employee would be intimidated into joining it to save his job merely because a clerical employee or a subforeman was soliciting for the Union. The respondents repudiated the actions of those employees on March 11 and again on March 15 and many times thereafter by making no secret of their attitude toward the Union. This same attitude was not displayed in the case of the Committee of 17 and the Association.

The Association is the successor to the Committee of 17. It was organized by the same employees who organized the Committee of 17 at a meeting attended by all of the respondents' supervisory employees and by Triplett. The incorporators of the Association were Richard Schumacher, Eugene Basinger, and Arden Baker whose positions with the respondents are discussed above. Actually, it is the same organization as the Committee of 17 and has the same infirmities.

The benevolent attitude of the respondents toward the Committee of 17 and the Association when contrasted with the belligerent and hostile attitude of the respondents toward the Union entirely belies the respondents' claims to have been neutral in the dispute and to have given aid to neither side. Triplett answered the communications of the Committee of 17 immediately while he delayed answering those of the Union. The superintendent of the machine shop took the letter of the Committee of 17 to Chicago personally instead of sending it in the usual course by mail. The plants closed two hours early on April 16 for the organization meeting of the Association. The fact that the idea of the Committee of 17 and the Association originated with Triplett, and the part played by the committee appointed by him, by subforemen and clerical employees enjoying the confidence of the management, in forming the Committee of 17 and the Association make it clear that both organizations were creatures of the respondents, established at the behest of their president and maintained through his benevolent attitude.

In the light of the above findings, we conclude that the respondents have dominated and interfered with the formation and administration of the Committee of 17 and the Association and contributed financial and other support to them.

The TR Club is not a labor organization and took no part in any of the negotiations discussed herein. It is purely a social club to which all employees of the respondents, their wives, and children, belong and to which no dues are paid. Since the TR Club is not a labor organization we need not discuss the respondents' relation with it.

D. The discharges and lay-offs after the lock-out

Louis Allman started work for the respondents in April 1936 as a subforeman in the plating room. Prior to that time he had been operating a plating establishment of his own in Bluffton and had done plating for the respondents. Before April 1936, the respondents had done no plating, but they then decided to put in a plating room and spent approximately \$2,800 doing so. Allman was hired to run it, and no complaints were ever registered about his work.

In March 1937, he started to organize the Union and was elected

president of it. He was locked out with the rest of the employees on March 15 and was refused reinstatement on April 1 because of his refusal to join the Committee of 17.

On April 22 Allman was put back to work in accordance with the agreement with Lind, the Regional Director. On April 23 Allman was informed that the plating room was being discontinued and that the respondents had no job for him. He testified that George Klay, superintendent of the machine shop, said, "You have done all the dirt that you can do here" and told Allman to take his tools and get out or he would throw him out. Although Klay denies the statements there attributed to him, the circumstances surrounding Allman's discharge lend credence to Allman's story.

Fred Wenger, the respondents' personnel manager until March 15, radio engineer, and one of the Triplett Company's directors, testified that the policy of the respondents had always been to shift a man from one job to another until they found something he could do, instead of discharging him. This policy was adopted because of the limited supply of labor in Bluffton. This statement was corroborated by Klay. When the plating room was discontinued, one Reigle, who worked in the plating room and who was not a member of the Union, was transferred to another job in the plant. Nothing was done for Allman, however.

From the above facts, it is apparent that the respondents discriminated against Allman because of his membership in the Union. The discontinuance of plating was merely a subterfuge adopted by the respondents to rid themselves of employees who were active members of the Union.

We therefore find that by discharging Allman on April 23, the respondents discriminated in regard to his hire and tenure of employment and thereby discouraged membership in the Union. At the time of the hearing, Allman had not obtained employment elsewhere.

Russell Amstutz started work for the respondents on December 1, 1936, in the plating and polishing department. At the time the plants closed he was employed in the respondents' plating room where Allman was employed. Amstutz joined the Union on March 15 when the lock-out occurred, and refused to sign with the Committee of 17 on April 1.

On April 22 he was returned to work, and on April 23 he was discharged, ostensibly because the plating room was being discontinued. The respondents knew that Amstutz was a member of the Union because he had not returned to work on April 1. As pointed out above, when the lay-offs in the plating room occurred, the one employee there who was not affiliated with the Union was transferred to another job, while the other two were discharged. The personnel policy

of the respondents, as stated above, was not applied to Amstutz, although he had previously worked for the respondents at other jobs.

The respondents contend that since they tried to obtain another job for Amstutz in the Star Plating Works in Lima, Ohio, and he did not apply for it until after it was filled, they did not discriminate against him. Amstutz testified that he did not hear of the job in Lima until after he had been away from the respondents for two weeks and had a job shearing sheep, and that after he finished shearing sheep he did go to Lima, but the job was filled. Moreover the job in Lima was a substantial distance away from Amstutz's home.

In view of the above findings, we conclude that the respondents discriminated in regard to the hire and tenure of employment of Russell Amstutz, and thereby discouraged membership in the Union. Amstutz had not at the time of the hearing obtained substantially equivalent employment elsewhere. After his discharge, Amstutz earned \$122.

Mark Garmatter first worked for the respondents from September to December 1936. In March 1937, George Klay, who was looking for employees, called in Garmatter. When Garmatter appeared on March 11, Klay said, "Why, Mark, I have a nice job for you. I want you to do the right thing when the right thing comes along and I don't want you to forget that. If you do that we will get along swell."

Garmatter started work on March 12 and was locked out with the other employees on March 15 after working one and one-half days. He joined the Union on March 15 and was active in it thereafter. Garmatter refused to comply with the respondents' conditions for reemployment on April 1 and was not reemployed until noon April 22.

When Garmatter came to work that day he met Klay in the lobby of the plant. Garmatter testified that Klay told him that he might as well go home because it would only be a few days until he was fired anyway. Garmatter testified further that Klay said that the respondents did not want him and that he (Klay) wished Garmatter would quit and save all the difficulty. When Garmatter went to his department in the plant he asked Klay what he should do. Klay replied, "God damn it, nothing." The next day, on being asked, Klay told Garmatter to do what he had done the day before. Consequently, Garmatter had no work to do either day and was discharged on April 23.

Klay denies all of the statements attributed to him by Garmatter, but in view of the tense situation in the plant, the attitude of the respondents toward the Union as shown by other uncontradicted testimony, and the fact that R. L. Triplett informed the Union com-

mittee on March 31 that Garmatter would not be reemployed in any event, Garmatter's story is more persuasive.

Klay testified that he hired Garmatter in order to teach him a trade. The facts show that Garmatter worked one and one-half days before the lock-out and was in the plant for one and one-half days after he was reemployed, but did little or no work. Klay's contention that Garmatter was discharged because Klay found out he could not learn the trade is not logical. It is difficult to see how Klay could have determined in that time whether Garmatter could learn the trade. What he did find out was that Garmatter had joined the Union and did not adopt the precepts laid down by Klay when he hired him on March 11.

In the light of the above findings, we conclude that the respondents discriminated in regard to the hire and tenure of employment of Garmatter, and thereby discouraged membership in the Union. At the time of the hearing, Garmatter had not obtained employment elsewhere.

Harley Kohler started work for the respondents in September 1936 and was laid off on January 15, 1937. On January 18, 1937, he was reemployed by the respondents and worked until March 15, 1937, when he was locked out with the other employees. On March 12, 1937, Kohler joined the Union. When he returned to work on April 22 there were eight new employees in his department. He was discharged on April 23, 1937.

Klay testified that Kohler was hired to take one Triplehorn's place when the latter broke his arm and that Kohler was kept only until Triplehorn returned and was ready to work. Klay admitted, however, that some one was doing Triplehorn's work when Kohler was hired and that Kohler did not spend all of his time at Triplehorn's job. The respondents claim that Kohler was discharged because there was no more work for him to do. At the time Kohler was discharged there were eight men in his department who had not been there before the lock-out and who were not members of the Union. Those men had less seniority than Kohler.

In view of the conditions existing at the time of the so-called reinstatement of Kohler and the apparent policy of the respondents at that time, as shown above, of discharging any Union member they could find an excuse to discharge, we find that the respondents discriminated in regard to the hire and tenure of employment of Harley Kohler and thereby discouraged membership in the Union. At the time of the hearing, Kohler had not obtained substantially equivalent employment elsewhere. After his discharge, Kohler earned \$25.

Gale Scoles was suspended by the respondents on May 15, 1937 for talking about the Union during working hours in defiance of one of the respondents' rules which had been posted on the bulletin

board. Scoles testified that Bixel, the man working next to him, asked him about the Union and that he was only answering Bixel's questions. Scoles was reported to the subforeman, Brauen, by three Association members, Mrs. Gratz, Bixel, and Lugibill, and was laid off on the basis of their report. He was given no opportunity to explain. Mrs. Gratz testified that she heard neither the beginning nor the end of the conversation, but that Scoles seemed to be doing most of the talking. There was a rule against talking about anything but work on company time, which Scoles admits he violated, but which also was violated by Bixel, who was not disciplined. Scoles, however, was a Union member, while Bixel was violently opposed to the Union.

Scoles was reinstated on May 29 after being off for two weeks. It is clear that Scoles was laid off because of his Union membership. The treatment Bixel received shows that had Scoles been a member of the Association the lay-off would never have occurred.

We therefore find that the respondents discriminated in regard to the hire and tenure of employment of Gale Scoles, and thereby discouraged membership in the Union.

Raymond Holden started work for the respondents in August 1935. On March 5, 1937, he joined the Union. He was locked out on March 15 with the other employees and was not reinstated until April 21. On May 18, 1937, he was discharged for insubordination.

Though he ordinarily operated a punch press, he was engaged that day in calibrating meters, when one Gerald Berry ordered him to return to his press. Holden paid no attention but continued calibrating. When C. A. Triplett, foreman of the department, gave him the same order, however, Holden obeyed. Berry then told Holden that thereafter, when he ran out of work on the punch press, he should call him (Berry). Holden asked who had given Berry those orders, and Berry's reply was, "If you refuse to do it, I'll have you suspended." After some altercation Holden finally said that he would not take orders from a "snake" and a "scab" like Berry. The reference apparently was to the fact that Berry had originally been a member of the Union and had then joined the Committee of 17 and the Association. Holden continued working on the punch press until approximately 3:30 and then returned to calibrating. He was discharged at the close of work that day. Although Holden and several other Union members testified that Berry was a stock-chaser and not a foreman, Holden admitted on cross-examination, that Berry did work in C. A. Triplett's office and that he was supposed to be a subforeman over some part of the assembly line.

There seems to be no doubt that Holden was guilty of insubordination and of refusal to take orders from a subforeman in the plant. We find that Holden was discharged for this reason and

not because of his Union membership. The complaint, in so far as it involves his discharge, will be dismissed.

William McGinnis started work for the respondents in the stock-room and the pay-roll department in May 1935. He joined the Union in the beginning of March 1937 and was locked out with the other employees on March 15. McGinnis was very active in the Union, being its corresponding secretary and a member of its executive or bargaining committee. He was reinstated on April 22 pursuant to the agreement of the respondents to reinstate the Union members.

On May 5 and 6, McGinnis had missed a half day without giving notice or receiving permission beforehand, and he was duly warned that thereafter he should give notice or he would be disciplined by being laid off. This seems to have made no great impression on McGinnis, for on May 19 he again missed work without receiving permission, and he was laid off on May 20, 1937.

On May 18, McGinnis had gone with the Union committee to R. L. Triplett to protest the lay-off of Scoles and the discharge of Holden. Triplett told them he would not do anything about them since he believed those measures were justifiable. When the committee threatened to file a charge with the Regional Director he told them to go ahead. On May 19, the committee saw the Regional Director in Cleveland. Although Mrs. Ross Irwin testified that she notified C. A. Triplett at seven o'clock on the morning of May 19 that McGinnis would not be at work that day, that notice did not conform with the notice the respondents requested in their warning to McGinnis after May 6.

In view of the above facts we cannot find that the respondents discriminated against McGinnis in regard to hire and tenure of employment to discourage membership in the Union. The complaint, in so far as it involves his discharge, will be dismissed.

Earl Hilty, Glenn Slusser, Charles Steiner, and Ross Irwin were suspended by the respondents on May 20, 1937, for missing work on May 19 without permission. They had gone to Cleveland with McGinnis on May 19 to file charges with the Regional Director. Hilty, Steiner, and Irwin notified the respondents on the morning of May 19 that they would not be at work that day and they were therefore suspended for only two days. Slusser made no effort to give any notice and was suspended for one week. There is no evidence that the suspensions were other than the respondents claimed. These men were reinstated after their suspension was completed. We therefore find that the respondents did not discriminate in regard to the hire and tenure of employment of Hilty, Slusser, Steiner, and Irwin to discourage membership in the Union. The complaint, in so far as it involves them, will be dismissed.

Ralph Diller was suspended for one week on May 22, 1937. He did not testify at the hearing but Russell Triplehorn was called by the Board and testified that Diller was suspended for going to another department in the plant without the permission of his foreman. This would constitute a clear violation of a rule posted on the bulletin board. There is no evidence of Diller's membership or activity in the Union. We find the evidence insufficient to substantiate the charge that the respondents suspended Diller because of his membership or activities in the Union. The complaint in so far as it concerns *Ralph Diller* will be dismissed without prejudice.

Lester Hahn was suspended for two days on June 7, 1937. There is no evidence in the record as to the reasons for this suspension. We therefore can make no finding as to whether the respondents discriminated against *Hahn* to discourage membership in the Union. The complaint, in so far as it concerns *Lester Hahn* will be dismissed without prejudice.

E. The refusal to bargain collectively

1. The appropriate unit

The Triplett Company and the Readrite Company are operated as one employer with interlocking directorates and a common general office. R. L. Triplett is president of both and determines the labor policies for them. Neither the Association nor the Union asked that any distinction be made on the basis of which respondent the employees worked for. The respondents raised no objection at any time to being considered as one unit. We therefore conclude that no distinction should be made in determining the unit because of the fact that some employees work for the Triplett Company and some for the Readrite Company.

The Union contended at the hearing that all of the employees of the respondents, except office, clerical, and supervisory employees constitute a unit appropriate for the purposes of collective bargaining. The contention of the Association was that all employees of the respondents constitute such a unit.

The office employees are a separate class of employees distinct from the other employees. They work in a different part of the plant and under different conditions. Their duties are entirely different from those of the employees working in the factory itself. They are therefore to be excluded from the unit of the other employees.

The clerical employees, although they may work in the factory, do an entirely different type of work from that done by the other employees. Their work often involves checking the work of the production employees. They are therefore excluded from the unit.

The supervisory employees, including subforemen, have the power to hire and discharge or to recommend hiring and discharging. Although the respondents claim that subforemen have no such powers, the record shows that subforemen tell the men under them what work to do and report insubordination to their foremen, and that men are discharged on the basis of their recommendations. For that reason the subforemen, together with the other supervisory employees, are excluded from the unit.

The remainder of the employees all do substantially the same type of work under the same conditions. Their problems in bargaining with the respondents are the same. Although they are paid by checks signed with the respondents' individual company names, they must deal with the same persons in collective bargaining, and the same hours, working conditions, and rates of pay apply irrespective of which respondent the individual works for.

We find that the employees of the respondents, excluding foremen, subforemen, office, clerical, and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining and that such a unit insures to employees of the respondents the full benefit of their right to self-organization and to collective bargaining and otherwise effectuates the policies of the Act.

2. The representation by the Union of a majority in the unit

The pay rolls of the respondents for March 15, 1937,⁵ list 272 employees exclusive of the foremen and supervisory employees. They include 26 subforemen, office and clerical employees who are excluded from the unit as defined above. After such deductions, 246 employees are left in the unit defined above.

At the hearing the Union claimed that it had 132 members on March 16, when it wrote its first letter to R. L. Triplett asking him for an opportunity to bargain. The 132 cards which the Union claimed were signed by applicants for membership were brought to the hearing, and the names of the persons signing them were read into the record, together with the dates on which they had been filled out and the initiation fees paid. Three of these cards were signed by persons not within the appropriate unit as defined above. Three others bore the names of persons who testified at the hearing that they had not signed any application card for the Union. One of these three testified that she told the solicitor, Geraldine Stauffer, that since everyone else was joining she would join too. Another's husband had signed her card and paid her initiation fee. Those

⁵ Board Exhibit Nos. 26 and 27.

two employees testified that they had never authorized anyone to sign the application cards for them and that they did not wish to join the Union. The third testified that she had never signed a card or authorized anyone to sign it for her.

Although Geraldine Stauffer admitted that she did not require all applicants to sign application cards she testified that she did not sign their names to applications unless they indicated that they wanted to join the Union.

As to the dates upon which the applications were made, the record indicates that 121 cards were signed on or before March 16, 1937. On March 17, five more persons joined the Union and on March 18, four additional memberships were obtained. If we deduct from this total of 130, the three outside of the unit, and the three who apparently repudiated Union membership at the hearing, the Union had 124 members in the appropriate unit of 246 on March 18, 1937, which is a majority of that unit. We therefore find that on March 18, 1937, and at all times thereafter, a majority of the respondents' employees within the appropriate unit had designated the Union as their representative for the purposes of collective bargaining.

3. The failure to bargain

On March 16 the Union wrote Triplett asking him to bargain with them in regard to the opening of the plants. Triplett replied that he was making investigations with employers, workmen, customers, and others, and would not be in Bluffton until that was completed, but that the Union could get in touch with him through the respondents' office in Bluffton. On March 22 the Union wrote again citing specific provisions of the Act and asking Triplett to bargain with it. No reply to that letter was ever received. On March 23 Triplett recognized the Committee of 17 as exclusive representative of the employees. Thereafter the Union was unable to obtain recognition as exclusive representative although Triplett did meet with their representatives in regard to reinstatement of the members of the Union.

Since we have found that the Union represented a majority of the employees in the appropriate unit on March 18 and at all times thereafter, the respondents' refusal to recognize it as exclusive representative of those employees and the respondents' recognition of the Committee of 17 as the exclusive representative, constitute a refusal to bargain collectively. We therefore find that the respondents, on March 23 and at all times thereafter, have refused to bargain collectively with the representatives of their employees within the appropriate unit as defined above.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondents set forth in Section III above, occurring in connection with the operations of the respondents 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.

V. THE REMEDY

When the respondents opened their plants on April 1, they required as a condition of reemployment that the employees sign up with the Committee of 17. This is not denied; according to the respondents' testimony, it was one of the terms which the Committee of 17 "forced" R. L. Triplett to agree to in order to get its members back to work on April 1. The character of the Committee of 17, as discussed above, makes it apparent that it would not insist on the granting of any demands if that would delay returning to work. The handbill issued by the Committee of 17, quoted in Section III A above, confirms this conclusion. The Committee of 17 was dominated by supervisory and clerical employees ready to do the bidding of R. L. Triplett. It is apparent from this relationship that the requirement of membership in the Committee of 17 was a requirement of the respondents. This is further substantiated by the fact that when R. L. Triplett wished to waive this requirement in order to make the agreement of April 15 for reinstatement of the Union members, he experienced no difficulty from the Committee of 17. That the respondents laid down this condition in order to discourage membership in the Union and encourage membership in the Committee of 17 is too clear to require further discussion. Approximately 71 employees did not return to work on April 1 because of the conditions imposed by the respondents. Through the intervention of Ralph Lind, the Board's Regional Director for the Eighth Region, those employees were reinstated before April 22, 1937, without being required to join the Committee of 17 or the Association.

We will therefore order the respondents to make whole all employees locked out on March 15, 1937, for losses of pay incurred by reason of that lock-out, by paying to them and each of them, respectively, the amount equal to that which he would normally have earned as wages during the period from the date of such lock-out to the date of the offer of reinstatement, less any amount he may have earned during said period.

The respondents contend that their April 15, 1937, agreement with the Regional Director to reinstate all employees bars an award to

those reinstated of back pay for the period of the lock-out. But the respondents paid only lip-service to this agreement by reinstating all of the employees on or before April 22, for they discharged four of them on April 23, as stated above. The respondents thus broke the agreement, and they therefore cannot rely on the agreement to bar an award of back pay to any of the employees otherwise entitled to it.

We will also order the respondents to disestablish the Association and the Committee of 17 as the representative of any of their employees for the purposes of collective bargaining. Those organizations were created and maintained through employer interference, and in order to restore the situation as it existed before the unfair labor practices occurred, they must be eliminated entirely as agencies for bargaining on behalf of employees.

We will also order the respondents to recognize the Union as the exclusive representative of all employees except foremen, subforemen, office, clerical, and supervisory employees, and to bargain with it as such representative. As discussed above, the Union had been designated by a majority of the respondents' employees within the appropriate unit on March 18 as their exclusive representative for the purposes of collective bargaining. The respondents' actions may have induced persons to indicate that they preferred the Committee of 17 or the Association, but we cannot allow the respondents to enjoy the fruits of their unfair labor practices by not bargaining with the Union.

THE PETITION

In view of the Board's findings in Section III-E above, as to the appropriate bargaining unit and the designation of the Union by a majority of the respondents' employees within that unit as their representative for the purposes of collective bargaining, it is not necessary to consider the petition of the Union for certification of representatives. Consequently the petition for certification will be dismissed.

CONCLUSIONS OF LAW

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

1. United Electrical and Radio Workers of America, Local No. 714, affiliated with the Committee for Industrial Organization, the Committee of 17, and The Bluffton Electrical Association, Inc., are labor organizations within the meaning of Section 2 (5) of the Act.

2. The respondents, by discriminating in regard to the hire and tenure of employment of all of their employees by locking them out

on March 15, 1937, and thereby discouraging membership in United Electrical and Radio Workers of America, Local No. 714, have engaged in and are engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. The respondents, by discriminating in regard to the hire and tenure of employment of Louis Allman, Russell Amstutz, Mark Garmatter, and Harley Kohler, by discharging them on April 23, 1937, and of Gale Scoles by suspending him for two weeks on May 15, 1937, and thereby discouraging membership in United Electrical and Radio Workers of America, Local No. 714, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

4. The respondents, by dominating and interfering with the formation and administration of the Committee of 17 and The Bluffton Electrical Association, Inc., and contributing financial and other support to them, have engaged and are engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

5. All employees of the respondents, except foremen, subforemen, office, clerical, and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

6. Local No. 714, United Electrical and Radio Workers of America was on March 18, 1937, and at all times thereafter, the exclusive representative of all employees in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

7. The respondents, by refusing to bargain collectively with the representatives of its employees on March 23, 1937, has engaged in unfair labor practices within the meaning of Section 8 (5) of the Act.

8. The respondents, by interfering with, restraining, and coercing their 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 have engaged and are engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

9. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

10. The TR Club is not a labor organization within the meaning of Section 2 (5) of the Act.

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations

Act, the National Labor Relations Board hereby orders that the respondents, The Triplett Electrical Instrument Company, and The Diller Manufacturing Company, doing business under the firm name and style of Readrite Meter Works, their officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in United Electrical and Radio Workers of America, Local No. 714, or any other labor organization of their employees, or encouraging membership in the Committee of 17, The Bluffton Electrical Association, Inc., or any other labor organization of their employees, by discharging, refusing to reinstate, or locking out any of their employees, or in any other manner discriminating in regard to their hire and tenure of employment or any term or condition of their employment because of membership or activity in connection with any such labor organization;

(b) Urging, persuading, warning, or coercing their employees to join the Committee of 17 or The Bluffton Electrical Association, Inc., or any other labor organization of their employees, or threatening them with discharge if they fail to join any such organization;

(c) Dominating or interfering with the administration of the Committee of 17 or The Bluffton Electrical Association, Inc., or with the formation and administration of any other labor organization of their employees, and contributing financial or other support to the Committee of 17, The Bluffton Electrical Association, Inc., or any other labor organization of their employees;

(d) Recognizing the Committee of 17 or The Bluffton Electrical Association, Inc., as the exclusive representative of their employees;

(e) Refusing to bargain collectively with Local No. 714, United Electrical and Radio Workers of America, as the exclusive representative of all their employees, except foremen, subforemen, office, clerical, and supervisory employees;

(f) In any other manner interfering with, restraining, or coercing their employees in the exercise of their right 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 or other mutual aid or protection.

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

(a) Make whole the employees on the pay roll for the week ending March 13, 1937 for any loss of pay they have suffered by reason of being locked out by the respondents on March 15, 1937, by payment to each of them of a sum of money equal to that which he would normally have earned as wages during the period from March 15, 1937,

to the date on which he was offered reinstatement, less the amount earned by him during such period;

(b) Offer to Louis Allman, Russell Amstutz, Mark Garmatter, and Harley Kohler immediate and full reinstatement to their former positions without prejudice to their seniority and other rights and privileges;

(c) Make whole Louis Allman, Russell Amstutz, Mark Garmatter, and Harley Kohler for any loss of pay they have suffered by reason of their respective discharges, by payment to each of them of a sum equal to that which he would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, less the amount earned by him during such period;

(d) Make whole Gale Scoles for any loss of pay he suffered by reason of his suspension on May 15, 1937, by payment to him of a sum equal to that which he would normally have earned as wages from May 15, 1937, until his reinstatement on May 29, 1937, less the amount earned by him during that period;

(e) Withdraw all recognition from The Bluffton Electrical Association, Inc., and from the Committee of 17, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of employment, and completely disestablish The Bluffton Electrical Association, Inc., and the Committee of 17 as such representative;

(f) Upon request, bargain collectively with Local No. 714, United Electrical and Radio Workers of America, as the exclusive representative of all their employees, except foremen, subforemen, office, clerical, and supervisory employees, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(g) Post notices to their employees in conspicuous places in their plants stating (1) that the respondents will cease and desist in the manner aforesaid; and (2) that the Committee of 17 and The Bluffton Electrical Association, Inc. are disestablished as the representative of any of their employees for the purpose of dealing with them with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of work, and that they will refrain from any recognition of them;

(h) Maintain such notices for a period of at least thirty (30) consecutive days from the date of posting;

(i) Notify the Regional Director for the Eighth Region in writing within ten (10) days from the date of this Order what steps the respondents have taken to comply herewith.

And it is further ordered that the complaint be, and it hereby is, dismissed in so far as it alleges (1) that the respondents have domi-

nated and interfered with the formation and administration of the TR Club; and (2) that respondents discriminatorily discharged Raymond Holden and William McGinnis and suspended Earl Hilty, Charles Steiner, Ross Irwin, Glenn Slusser, Ralph Diller, and Lester Hahn. In the cases of Ralph Diller and Lester Hahn the complaint is dismissed without prejudice.

And it is further ordered that the petition for certification of representatives, filed by Local No. 714, United Electrical and Radio Workers of America, be, and it hereby is, dismissed.

Mr. DONALD WAKEFIELD SMITH took no part in the consideration of the above Decision and Order.