

In the Matter of GENERAL SHOE CORPORATION and GEORGIA FEDERATION OF LABOR

Case No. C-277.—Decided March 15, 1938

Shoe Manufacturing Industry—Interference, Restraint and Coercion: repeated appeals and warnings to employees to refrain from joining outside labor organization; support of foremen in attack upon union organizers—*Discrimination:* discharges; refusal to interfere with group of employees ousting union members from plant—*Company-Dominated Union:* instigation of and interference with formation of; grant of special privileges to—*Reinstatement Ordered:* with protection from violence during working hours—*Back pay:* awarded.

Mr. Maurice J. Nicolson, for the Board.

Bass, Berry & Sims, by Mr. Cecil Sims, of Nashville, Tenn., and Brandon, Hynds & Tindall, by Mr. Morris Brandon and Mr. Morris Brandon, Jr., of Atlanta, Ga., for the respondent.

Mr. Joseph Jacobs, of Atlanta, Ga., for the Union.

Mr. Howard Lichtenstein, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Charges and amended charges having been filed in the name of the Georgia Federation of Labor,¹ the National Labor Relations Board, herein called the Board, by Charles N. Feidelson, Regional Director for the Tenth Region (Atlanta, Georgia), issued and duly served its complaint dated July 16, 1937, against General Shoe Corporation, Nashville, Tennessee, the respondent herein, alleging that the respondent, at its Atlanta, Georgia, plant, had discriminatorily discharged 24 of its employees, and had otherwise engaged in and was otherwise engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. A week later the Board issued and duly served an amended complaint covering the allegations above stated and including the allegation that the respondent was dominating and interfering with the formation

¹ See footnote 3, *infra*.

and administration of Shoemaker's Association, a labor organization of its employees herein called the Association, thereby also engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (2) and Section 2 (6) and (7) of the Act. Thereafter the respondent filed its answer to the complaint, as amended, denying that it had engaged in the unfair labor practices alleged therein but admitting that its business is in interstate commerce.

Pursuant to notice duly served upon the respondent and the Georgia Federation of Labor, a hearing was held in Atlanta, Georgia, from July 29 to August 6, 1937, before William H. Griffin, the Trial Examiner duly designated by the Board. The Board, the respondent, and the Georgia Federation of Labor were represented by counsel, participated in the hearing, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues.² At the commencement of the hearing the respondent moved to dismiss the complaint on the ground that the charges were improperly filed. The Trial Examiner permitted the introduction of evidence in support of the motion and reserved decision thereon. The motion is hereby denied.

On October 30, 1937, the Trial Examiner filed his Intermediate Report, in which he denied the respondent's motion to dismiss. Having found that the respondent had discharged 15 employees because of their union membership, and that the respondent was dominating and interfering with the administration of the Association, he accordingly recommended that the respondent cease and desist from engaging in the unfair labor practices, that the employees be reinstated, and that the Association be disestablished as a collective bargaining representative. Subsequently the respondent filed exceptions to the Intermediate Report and on March 1, 1938, it presented oral argument thereon before the Board.

The Board has reviewed the rulings of the Trial Examiner on motions and on objections to the admission of evidence and finds that no prejudicial errors were committed. The rulings are hereby affirmed. The Board has also considered the exceptions to the findings and recommendations of the Intermediate Report and finds them to be without merit.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, a corporation organized under the laws of Tennessee and maintaining its principal offices in Nashville, is a manu-

² The Association did not move to intervene in the proceeding, although W. E. Ellis, its president, appeared as a witness for the respondent.

facturer and retailer of men's and boys' shoes, operating factories in Gallatin, Nashville, and Tullahoma, Tennessee, and in Atlanta, Georgia. It also operates a number of retail stores in various parts of the country. The Atlanta, Georgia, plant, with which the events herein are concerned, occupies a two-story building, employs approximately 500 workers, and has a productive capacity of 4,500 pairs of shoes per day.

The Atlanta plant purchases about \$500,000 worth of raw materials yearly, consisting of leather, glue, thread, staples, eyelets, boxes, rubber heels, compositions of rubber and fiber, cotton cloth, shoelaces, polishes, and wood and steel shanks. Approximately 90 per cent of these materials are shipped to the plant from points outside the State, chiefly from Ohio, Massachusetts, Wisconsin, Pennsylvania, New York, Tennessee, Kentucky, and Missouri.

Yearly production of this plant amounts to \$1,250,000, approximately 50 per cent of which is shipped outside Georgia. The respondent advertises nationally and retails its products under a trademark registered with the United States Patent Office.

II. THE ORGANIZATIONS INVOLVED

Georgia Federation of Labor, a federation of local unions in Georgia, is a labor organization affiliated with the American Federation of Labor. United Shoe Workers of America, herein called the Union, on whose behalf the Georgia Federation of Labor filed the charges in this case, is likewise a labor organization, but affiliated with the Committee for Industrial Organization.³ The extent of its jurisdiction is not disclosed in the record although it admits to membership employees of the respondent working in the Atlanta plant.

Shoemakers' Association is an unaffiliated labor organization, membership in which is limited to the employees in the respondent's Atlanta plant.

³ A. Steve Nance filed the charges herein as president of the Georgia Federation of Labor after he had been suspended from that office by the executive council of the American Federation of Labor. We are not concerned with the controversy between Nance and the American Federation of Labor, nor can it in any manner affect the jurisdiction of the Board. Even if Nance had no authority, as president, to file the charges, they may be deemed to have been filed by him as an individual, thus satisfying the requirements of the Board's Rules. See Article II, Section 1, National Labor Relations Board Rules and Regulations—Series 1, as amended.

The respondent erroneously urges that even if Nance were its president, the Georgia Federation of Labor is not a labor organization, within the meaning of the Act, and hence is not a person or labor organization authorized to file charges, as provided by Article II, Section 1, of National Labor Relations Board Rules and Regulations—Series 1, as amended. The Board has consistently held, however, that federations of unions, similar to the Georgia Federation of Labor, are labor organizations within the meaning of the Act. In any event the record discloses that Nance was organizing the respondent's employees for United Shoe Workers of America and that the unfair labor practices arose to obstruct such organization. (See Respondent Exhibits F and H).

III. THE UNFAIR LABOR PRACTICES

A. The organization of the Association and the discharges

Late in April 1937, Local 34 of the United Automobile Workers, an organization of employees of a Chevrolet factory located several miles from the plant of the respondent, distributed circulars among the respondent's employees in an attempt to organize them under the Committee for Industrial Organization. At about the same time, Nance addressed the employees for the same purpose. On May 1 an organization meeting was called and attended by about 65 of the respondent's employees. Several days later, at another meeting, temporary officers were elected, including Charles T. Mitchell, president; W. E. Ellis, treasurer; and Robert L. Sanders, Jr., secretary.

News of these organizational activities spread rapidly through the plant, and on June 8 C. W. Butler, the respondent's general manager, summoned all the employees to a meeting which was held on the premises during working hours. Butler introduced Mr. Burton, superintendent of the plant, who delivered a prepared address to the assembled employees.⁴ Among other things he said that "during the time that we have worked together . . . I don't believe either you or I have ever felt it necessary to call in outsiders to help us settle our family affairs." He reminded them of their need for the respondent because of their ownership of homes in the vicinity and the adverse effect on their lives should the respondent cease to prosper. Commenting on the fact that some of the employees had been urged to join labor organizations, and advising them that they had the right to join or refrain from joining any organization, he stated that "you may be wondering, perhaps, how we feel about it and whether you should join up with an outside organization and obligate yourself to follow certain rules and later to pay dues that steadily increase." He cautioned them against strangers and their suggestions, advised them to inquire into the personal interest of the organizer, the source of the funds for putting on campaigns, hiring halls, lodging representatives at expensive hotels, and renting expensive offices, and concluded with the admonition that "while you have a right under the law to share in these expenses, why should you be sucker enough to do so?" He gave assurances of wage increases and other benefits to the employees with the qualification that if their fine spirit continued, the respondent could assure them of steady profitable employment, "but if we bring in outsiders it might not be possible for us to carry out our plans." In his peroration, he expressed as his sincere thought on the subject:

You do *not* need to join anything. You will *not* lose your job if you don't join. You do *not* need to pay dues to get the

⁴ Board Exhibit No. 7.

best we can give you. You do *not* need to hire a representative to get a hearing with us. You do *not* need to be controlled by any labor dictator. You do *not* need to have some outsider to tell you how to handle your own affairs.

His final plea left no doubt of his desire :

Are you going to let the policies of outsiders who are only interested in what they can get out of you upset this [existing] happy condition. Fellow workers and friends, let us continue to work together and settle our family disputes among ourselves.

The effects of this speech can only be understood in the light of the relationship which had heretofore existed in the plant between the respondent and its employees. Employee witnesses admitted that they had never been mistreated by the respondent and had never aired grievances that were not satisfactorily adjusted. The respondent had organized a credit union among the employees; it encouraged savings among them by facilitating bank deposits; it encouraged purchases of its capital stock at a price considerably below the market price, and on the installment plan. It provided special facilities to aid new workers to learn the trade and to increase their earnings; it provided proper medical attention and hospital facilities to injured employees; and the superintendent himself was always available to advise employees on their personal affairs and problems. Such policy and such activities naturally inspired a strong sense of loyalty to the respondent. The speech recited above, in its direct appeal for loyalty and its denunciation of outside organizers, inevitably incited the "loyal" employees to the extreme measures that followed.

On the day after the speech, rough sheets of paper were circulated among the employees in the plant during working hours, bearing various headings: "Those who will stand by the Co. and Mr. Burton"; "We the undersigned taking this step to show Mr. Burton that we are loyal and whole hearted to the Company"; "We the undersigned will be loyal to you (Mr. Burton) and our company not to bring any outside organization into our company as we should have a company to ourself or untill reckemended by the Company."⁵ These loyalty pledges were signed by the employees and later delivered to Burton, who summoned the employees to another meeting. He thanked them for their pledges, assured those who had not signed that there would be no "hard feelings," and announced a general five-per cent wage increase. Since most of the employees were compensated on a piece-work basis, he further announced that they would be reimbursed for the work they had lost by reason of their attendance at the meeting of June 8.

⁵ Board Exhibit No. 8 (a) through (l).

Meanwhile the results of Burton's speech were not confined to mere expressions of loyalty. On June 12 Frank Jarrell and Monte Edmondson, two employees, conceived the idea of an "inside" union. On the following day, having consulted the classified telephone directory and having advised Ellis, union secretary, of their plans, they visited the law firm of Candler, Cox & McLamb and arranged for the attendance of these attorneys at an employees' meeting to be held four days later. Ellis testified that he had already prepared his resignation from the Union and had it in his pocket when he attended this meeting on June 17. Approximately 40 employees were present, including Charles T. Mitchell and other union members. The meeting was thrown open to a discussion of the relative merits of an unaffiliated union and one affiliated with an outside organization while the attorneys, addressing the employees, assured them that an "inside" union would not be illegal. At the conclusion of the meeting a committee of six was chosen, composed of three union members and three non-members, to determine whether the employees should join the Union or organize an independent association. Mitchell and Ellis, who had not announced his resignation, were chosen as two of the three union representatives on the committee. The committee met immediately after the meeting adjourned, and although the testimony regarding the discussion that arose is conflicting, it appears that a majority of the committee decided in favor of organizing an independent union.

On June 21, 1937, the newly created Association held its first meeting, and the forty or fifty employees who attended adopted the constitution and bylaws and elected officers. Ellis, the former union treasurer, was elected president. Subsequently, the Association, through its attorneys, communicated with the respondent in order to negotiate a contract.

The evidence clearly indicates that following the committee meeting of June 17, bitter hostility and competition between members of the Union and proponents of the Association became pronounced throughout the plant. The situation at the time was aptly described by one witness thus: "All of (the employees) thought they ought to join something, and the majority of them didn't know which side was going to win out; so they were waiting; if the C. I. O. won out they were going to join the C. I. O., and if the independent union won out they were going to join it." On June 21, the day of the Association's first meeting, Butler called the foreman together, gave them copies of the Act, and instructed them not to take part in any controversy that should arise between the unions. Three days later open conflict between the Association and the Union broke out.

On the morning of June 24, Ellis and Ralph Chastain, another Association member, went outside the plant and took away union circulars from a boy who had been hired to distribute them at noon.

Thereupon Mitchell and Sanders, during their lunch hour, drove to the headquarters of Local 34 and arranged for the distribution of other circulars after working hours. Upon their return to the plant, Chastain searched Sanders and warned him that no circulars would be distributed on that day by the Union or anyone else. Following this incident, Ellis and several companions, in relays, spent the afternoon outside the plant and away from their work watching in order to prevent the expected distribution of circulars. On no occasion were they asked by their foremen why they were not working, although their unusual conduct must have been observed.

At about three-thirty, the hour when plant operations usually cease, B. T. Judd, an organizer for the Steel Workers Organizing Committee, approached the plant with several members of Local 34 in order to distribute circulars. They were immediately accosted by Ellis, Chastain, and several other employees, whereupon they withdrew down the street some distance from the plant. As a crowd of home-going employees collected, Chastain, who had followed Judd, struck him and a general fight started. In the melee which ensued, Ellis was struck in the head with a brick and had to be removed to a hospital. Participating in this attack upon union organizers were Guy Thomason and Sam F. Sumner, foreman.

Threats of reprisals having been circulated, Butler immediately communicated with the Atlanta Chief of Police, who arranged to station 40 policemen at the plant the following morning. Butler testified that he made this arrangement to protect the respondent's property and employees from an expected attack by outsiders. He had no thought that trouble would arise within the plant. The same evening 25 or 50 friends of Ellis had called at his home and had decided to oust every union member from the respondent's plant the next morning.

On Friday morning, June 25, when the respondent's employees came to work, they found a cordon of city police outside the plant and several of them inside. About two hours after work had commenced, the "bouncer squad," which had been formed the previous evening, started to operate. Union members were approached by groups of from two to five "bouncers" and told to leave the plant or they would be thrown out. Charles T. Mitchell, who received the warning from Chastain and stopped working, passed Barney Newman, Guy Thomason, and Sam Sumner, foremen, as he left the plant. All three had seen the occurrence. None sought to intervene. Sanders, whose nose was bleeding and whose shirt and undershirt had been torn in a scuffle with Chastain, passed the same three foremen. All of them had seen the acts of violence. Again none intervened, the only reaction coming from Newman, who is reported to have shouted, "Throw 'em out, throw every God-damn one of them

out." Thomas W. Bobo, a union member, was struck in the eye by another "bouncer," Oscar Sumner, a brother of a foreman, Sam Sumner. Oscar Sumner thereupon grabbed Bobo by the neck and the seat of his trousers and proceeded to usher him out of the plant past the same foremen.⁶ Again none intervened. As Sumner and Bobo neared the front door, M. E. Taylor, the assistant superintendent, told the former to throw Bobo out the back door.⁷ Policemen were posted at the front exit, but not at the back.

Nor did the women fare better. Charles T. Mitchell's wife, Louvenia, was seized by three female "bouncers," Ruby Wade, Ruby Davis, and Betty Hall, and forced to leave the plant. Stella M. Parker, though not a member, refused to admit that she had not joined the Union. She was shoved and pushed toward the exit until her forelady, Eva Clark, interceded. She returned to work and shortly thereafter, fainted. Apparently, mass hysteria seized the girls, and one after another proceeded to faint. Other union members, including Opal Baker, Ruby Moss, J. B. Durden, James Horton, Reuben Moody, C. C. Finley, L. W. Griffith, T. W. Allums, George A. Hood, L. W. Busby, Betty Jo Pickens, and Doris Young, left the plant without offering any resistance when told to leave by members of the "bouncing squad."

Two incidents marred the complete success of this wholesale ejection of union members. Jack Culver, during a scuffle with Chastain and another "bouncer," Elrod, who were attempting to oust him, was thrown to the floor. A policeman stationed in the plant ordered the men to stop fighting, and as Culver proceeded to leave the plant, Knight, a "bouncer," told him to return to work. Thereafter Culver was not molested. L. M. Mitchell, also a union member, was told by Chastain to leave if he did not want to be thrown out. On his way out, Mitchell passed his foreman, Thomason, who asked him where he was going. When Mitchell responded that he had been ordered out, Thomason told him to return to work and to disregard the threats. With the exception of this latter incident, none of the respondent's supervisory employees made any serious attempt to enlist the aid of the police or assert their authority to stop the assaults and evictions. Butler, who was not present during the commotion, arrived later in the morning after receiving a telephone message from Burton that "Hell has broken loose at the factory." Butler later heard that Local 34 members were planning to attack the employees at the close of work that day. He accordingly dismissed the em-

⁶ Bobo later swore out a warrant for the arrest of Sumner on charges of assault. On the day the case came before the court, Edmondson appeared at the request of Butler, and sought to induce Bobo to drop the charges in order to secure reinstatement.

⁷ Taylor did not deny making this statement. He testified, however, that he did consult the police during the eviction. "I met two policemen on the landing and asked them about it, and they said, 'We can't do anything in the world as long as they don't hurt anybody; they can lead them out all day as long as they don't hurt anybody or do any violence.'"

ployees earlier than usual in order to avoid a riot similar to the one that had taken place the previous afternoon.

On the following Monday morning, June 28, the first working day after the purge of union members, the evicted employees all returned to work, having previously decided to avoid all violence and leave should a repetition of Friday's occurrence seem imminent. Ellis testified that he instructed the "bouncing squad" to proceed again and that he warned Burton and the foremen not to interfere. Again the union employees were approached by "bouncers," and this time all proceeded to leave without offering any resistance. Although previously warned of Ellis' program, and with policemen stationed both inside and outside the plant, the respondent again made no attempt to interfere. In several instances, when the employees being evicted sought the aid of their foreman, they were told that their jobs were available and that they were free to return to them. Police were not called upon, however, to protect them. On this day also, the success of the wholesale ejection was not complete. While several "bouncers" were attempting to persuade Finley and Griffith to leave, a policeman interfered and asked the "bouncers" whether they had the authority to order these men out. He then spoke to an assistant foreman, Leroy Dempsey, who told Finley and Griffith to return to work. These two men were molested during the rest of the day with admonitions to join the Association and resign from the Union. Late in the afternoon they were told to leave work by Association members, and to return on the following morning with their signed resignations from the Union and signed applications for membership in the Association. Neither of these employees returned to work on the following day.

On the Monday of this second eviction, the Association's attorneys requested the respondent to enter into a closed-shop agreement. After several days of negotiation during which the Association showed the respondent its membership cards to prove that it had a majority of the respondent's employees, the respondent agreed to enter into a contract. On July 2, after a full day's negotiation at which the Association's bargaining committee was present, the contract was signed and at a meeting of the Association that same evening approved by the members. No closed-shop provision, however, was included in the contract. Butler testified that the five employees who constituted the Association's bargaining committee were paid for the time they had lost from work during the negotiation that had continued throughout the entire day.

Following the consummation of the collective bargaining agreement of July 2, an Association committee of eight or nine employees appropriated an office in the plant which the agreement provided might be used for the collection of dues, and invited the ousted

employees to return to work. Receiving such invitations to return, a number of the ousted employees did call at the factory on July 8 and 9, and later dates. But instead of being received by their foreman or Burton, they were required to wait until they could appear singly before the Association committee. Many of the employees so interviewed were asked to sign affidavits to the effect that they had voluntarily left their jobs on June 25, and all were requested to resign from the Union and sign membership application cards for the Association. Those who refused to accede to these requests were told to leave, whereas the others were permitted to return to work. All of these interviews occurred during working hours in the room assigned to the committee by the respondent.

The treatment accorded to two employees who were thus invited to return is worthy of particular mention. When Ruby Moss returned on July 12 she was told by a member of the committee that she would have to resign from the Union and join the Association in order to resume work. Before leaving the plant, she reported this conversation to her foreman, W. G. McElroy, but he did nothing to prevent that disposition of her case or to provide her with work on his own initiative. Opal Baker returned to the plant on July 23, having been told by an employee that Burton wanted to see her. Although she asked for Burton, she was ushered into the committee room and asked to resign from the Union. Miss Baker testified that as she left the room after refusing, Butler invited her into his office where he discussed the relative advantages of the Union and the Association, and suggested that she again see the committee. Miss Baker returned to the committee room and was again urged to resign, being promised a promotion to a better position. Burton was called in and gave his assurances that the promise would be fulfilled. Thereupon she was permitted to return to work without resigning from the Union pending the hearing in this proceeding. Opal Baker's testimony was not contradicted.

Annexed hereto as appendix "A" is a list of the employees who were ousted on June 25, their average weekly wages, and the dates of their reinstatement to their former positions. Those who had not been reinstated up to the time of the hearing had not secured substantially equivalent employment elsewhere, and none of the ousted employees had earned any money during the period of their eviction, with the exception of Thomas Bobo, who has earned two dollars.

B. Conclusions with respect to the unfair labor practices

The respondent denies that it in any manner dominated or interfered with the formation or administration of the Association, and it contends that none of its actions during the conflict that arose in the plant can be interpreted as being other than strictly neutral.

Both its denial and its contention are plainly contradicted by the record. We have already summarized the speech made on June 8 by Burton, the respondent's superintendent. For 20 minutes he debated the dangers and disadvantages of membership in an "outside" labor organization and exhorted the respondent's employees with every possible appeal he could summon to settle "family disputes" among themselves. The respondent now denies that Burton's words were intended to show hostility toward the Union or were intended to fortify the employees against union propaganda then circulating among them. These denials obviously have no merit. No reasonable inference can be drawn from Burton's denunciation of outsiders other than that he desired and expected the employees to take steps to remove them. These highly inflammatory words of advice and fervent pleas for loyalty, directed to employees who were the recipients of many substantial benefits donated by a paternalistic employer, ignited a flame of resentment against the Union, which unquestionably explains the formation of the Association, and the acts of violence that followed. Had the respondent actually participated in the organization of the Association, such direct action could have had no stronger effect upon the employees than had Burton's moving address. We are firmly convinced that the formation of the Association with its attendant bitterness and conflict were directly attributable to the unlawful influence the respondent exerted over its employees.

It is not claimed, nor does the record show, that the "loyalty" petitions which appeared throughout the plant the day after the speech were prepared or circulated by the respondent. But the causal connection between a plea for loyalty and a pledge of loyalty together with a promise to refrain from bringing an 'outside organization into the plant requires no elucidation.

The attack upon Judd and other union organizers who attempted to distribute circulars on June 24, and the wholesale evictions of union employees on June 25 are further indicative of the partiality of the respondent to the Association. We have carefully examined the testimony describing the riot on June 24: The record indicates that three of the respondent's supervisory employees, Guy Thomason and Sam Sumner, foremen, and M. E. Taylor, assistant superintendent, participated in this riot. The weight of evidence further indicates that while Taylor intervened in order to stop the fighting, Thomason and Sumner took part as active combatants against the union organizers.

The respondent seeks to justify its position of total abstention from and non-interference in the evictions of June 25 upon two grounds. It claims that the Act itself required that it remain neutral, and that even had it attempted to intervene to protect the employees who

were being ousted, its supervisory employees would have been subject to violence by the allegedly infuriated employees. Furthermore, the respondent denies that any acts of violence took place on the morning of June 25, its foremen testifying that they saw no one physically abused or mistreated. Nevertheless, Burton's characterization of the situation to Butler as "hell broken loose" was hardly descriptive of the evictions had they been quiet and peaceful. The weight of the evidence, the respondent's own defense that it feared to intervene, are ample proof that physical force was exerted to remove Union employees.

The respondent here owned the plant, exercised exclusive control over it and exclusive authority over its employees and the conditions under which they worked. It had the correlative and affirmative duty to protect its employees during working hours and to maintain safe working conditions for them. Instead of fulfilling the obligation which every employer owes to his employees, instead of exercising the authority, inherent in its position, to protect them from assaults, it stood by idly and indifferently surrendering complete control to a group who proceeded to carry out the respondent's desires. Viewed in the light of the events that occurred, the respondent's conduct amounted to a delegation of authority which it knew and expected would be invoked and unlawfully exercised at the expense of union employees. It had expressed the desire that its employees withstand the inducements of an outside labor organization. It saw its desires brought to complete fruition in a manner which would have been impossible, had it maintained and exercised a neutral attitude toward the two organizations competing for employees' support. We conclude that the respondent was responsible for the activity in its plant on June 25 and June 28 which throttled the Union, encouraged the Association, and directly interfered with the right of self-organization, guaranteed employees under the Act.

The respondent's further assertion that it could not have prevented the occurrences of June 25 and June 28, that its own intervention would have provoked a wholesale attack upon its supervisory employees, is not borne out by the record. As we have noted above, Butler took steps to protect his employees from an assault on June 25 which union organizers and members of Local 34 had threatened. With 40 policemen on the scene, we cannot understand why the respondent did not call upon them to prevent the disorder that arose in its own plant.

There is nothing in the record to indicate that the feeling of antagonism against union members was as widespread or as violent as the respondent would have us believe. In the one instance on that Friday morning when a policeman intervened to protect an employee, he was not prevented from carrying out his duty, nor did his

intervention provoke further violence. Similarly, when a foreman, Thomason, intervened and ordered L. M. Mitchell to return to work after the latter had been told to leave by Chastain, the incident did not have the effect of directing the employees' resentment against Thomason.

On the following Monday, when tempers must have been cooled over the intervening week end, there was even less justification for the respondent's failure to protect its Union employees. Ellis testified that he advised Burton and the foremen not to interfere. It cannot therefore be claimed that this second usurpation of control by the "bouncing squad" was unforeseen or could not have been prevented. Policemen were again available inside the plant but were not called upon to protect union employees. In the one instance that a policeman took it upon himself to intervene and protect two of these employees, he was not molested. The inference is inescapable that the respondent was desirous only of protecting Association members against assaults from the Union and its sympathizers. When these assaults failed to materialize as expected, but were directed rather against Union employees, the respondent remained unconcerned, choosing to cloak its appalling disregard for the safety of its employees in a mantle of false neutrality.

The inactivity of the policemen during the evictions of June 25 casts doubt on the motive of the respondent in obtaining their services. Butler testified that when he asked for police protection, the chief of police told him that his men would not take sides in a labor dispute but that "he would prevent disorder from occurring" around the plant. As we have noted above, Taylor testified that when he consulted two policemen during the evictions on that day, he was told that "they can lead them out all day as long as they don't hurt anybody or do any violence." Unquestionably every eviction, even those which were not physically resisted, amounted to an assault. The situation plainly called for intervention by the police who were stationed within the plant and were fully aware of infractions of the law taking place before their eyes. Indeed, Louvenia Mitchell's testimony remained uncontradicted:

I said, "Mr. Burton, they are throwing them all out in there." He said, "I know." . . . and after I got out there I talked to some policemen and I asked them if they had a right to do anything like that, and he said no, but they didn't do anything, and I went to the lieutenant and asked him the same thing, and he said they were not supposed to do anything like that, but he didn't do anything about it either.

The inference is difficult to resist that the police deliberately refrained from preventing the evictions under the respondent's instructions.

Nor did the respondent's encouragement of the Association cease after the purge of union employees. Although it refused to include a closed-shop provision in the contract which it signed with the Association on July 2, nevertheless it granted to the Association all of the rights and privileges afforded by such provision. The employees who were ousted were invited to return, yet were met by a committee of the Association and required to renounce their Union affiliation and to join the Association before they were permitted to work. Those who refused to accede to the conditions imposed by the Association were told to leave the plant. The Association conducted its interviews with these employees in the plant; the respondent was fully aware of the conduct of the Association, yet offered no protest that the Association was adopting a prerogative not granted by the contract. Indeed, throughout the entire course of events, the respondent never sought to discharge or otherwise discipline a single employee for the flagrant invasion of the respondent's control over its own plant.

We find that the respondent has dominated and interfered with the formation and administration of the Association, and has contributed support to it. By its conduct, it has caused the discharge of employees who were members of the Union, and has thereby encouraged membership in the Association and discouraged membership in the Union. Since Albert Wilson, John H. Pickens, Redell Steadman, B. H. Livingston, and Frances Gary did not appear to testify, we make no finding with respect to the allegations in the complaint that they were discriminatorily discharged.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V. THE REMEDY

Since we have found that the respondent's conduct has caused the discharge of its employees who are members of the Union, we shall order the respondent to restore to them their full rights and privileges that they previously exercised as employees prior to June 25, 1937, and to make them whole for any losses they may have incurred by reason of their discharge. During the hearing the respondent offered to reinstate all employees who had not already been reinstated at that time. It did not, however, guarantee them the full protection at their employment which every employer normally owes to his employees. The offer was not therefore an unqualified offer. The respondent will be

required to provide to those employees indicated on Appendix "A" as not having been reinstated, full reinstatement and adequate protection from violence or molestation by other employees during working hours.

The respondent, by its conduct, instigated the formation of the Association and thereafter encouraged its activities while it discouraged membership in the Union. We shall order the respondent to disestablish the Association as a collective bargaining agency for any of its employees, and to cease recognizing it as such. The employees will thereby be restored their right to self-organization and collective bargaining through representatives of their own choosing, without interference by the respondent.

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

CONCLUSIONS OF LAW

1. Georgia Federation of Labor, United Shoe Workers of America, and Shoemakers' Association are labor organizations, within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of the employees listed on Appendix "A" herein, and thereby discouraging membership in United Shoe Workers of America, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. By its domination and interference with the formation and administration of Shoemakers' Association, and by its contribution of support thereto, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

4. By interfering with, restraining, and coercing its employees in the exercise of their rights guaranteed by Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

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

ORDER

Upon the basis of the 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 respondent, General Shoe Corporation, Nashville, Tennessee, and its officers, agents, successors, and assigns, shall:

1. Cease and desist:

(a) From in any manner discouraging membership in United Shoe Workers of America, or any other labor organization of its em-

ployees, by discharging, refusing to reinstate, or otherwise discriminating against its employees in regard to hire or tenure of employment or any term or condition of employment;

(b) From in any manner dominating or interfering with the administration of Shoemakers' Association or any other labor organization of its employees, and from contributing support to Shoemakers' Association or to any other labor organization of its employees;

(c) From in any other 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, or to engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

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

(a) Offer to Charles T. Mitchell, L. W. Griffith, C. C. Finley, T. W. Allums, Louvenia Mitchell, Ruby Moss, and Thomas W. Bobo, immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges and afford them reasonable protection from violence during working hours;

(b) Instruct all of its employees that physical assaults and other acts of intimidation and coercion of employees shall not be permitted in the plant during working hours;

(c) Make whole said Charles T. Mitchell, L. W. Griffith, C. C. Finley, T. W. Allums, Louvenia Mitchell, Ruby Moss, and Thomas W. Bobo for any losses of pay they have suffered by reason of their discharge, by payment to each, respectively, of a sum of money 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 which each has earned during that period;

(d) Make whole George A. Hood, Reuben Moody, L. W. Busby, James E. Horton, Robert L. Sanders, Jr., Opal Baker, Betty Jo Pickens, Doris Young, and J. B. Durden for any losses of pay they have suffered by reason of their discharge by payment to each, respectively, of a sum of money equal to that which he would normally have earned as wages during the period from the date of his discharge to the date of his reinstatement, less the amount which each has earned during that period;

(e) Withdraw all recognition from Shoemakers' Association as representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and completely disestablish Shoemakers' Association as such representative;

(f) Immediately post notices in conspicuous places throughout its Atlanta, Georgia, plant and maintain such notices for a period of thirty (30) consecutive days, stating (1) that the respondent will cease and desist as aforesaid, (2) that physical assaults and other acts of intimidation and coercion of employees will not be permitted in the plant during working hours, and (3) that the respondent will withdraw all recognition from Shoemakers' Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and that Shoemakers' Association is disestablished as such representative;

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

And it is further ordered that the complaint, in so far as it alleges that the respondent discharged Albert Wilson, John H. Pickens, Redell Steadman, B. H. Livingston, and Frances Gary be, and it hereby is, dismissed.

APPENDIX "A"

*Employees who were evicted on June 25, 1937*¹

Employee ²	Average Weekly Wages	Date of Reinstatement
George A. Hood.....	\$20.....	July 9, 1937.
Charles T. Mitchell.....	\$25-\$26.....	(Not reinstated.)
Reuben Moody.....	\$16.....	July 8, 1937.
Stella M. Parker.....	(Did not lose any time.)	
C. C. Finley ³		(Not reinstated.)
L. W. Griffith ³	\$17-\$18.....	(Not reinstated.)
Jack Culver.....	(Did not lose any time.)	
T. W. Allums ³	\$10-\$12.....	(Not reinstated.)
L. W. Busby.....	\$18-\$20.....	July 9, 1937.
James E. Horton.....	\$25-\$30.....	July 23, 1937.
Robert L. Sanders, Jr.....	\$20.....	July 9, 1937.
Louvenia Mitchell.....	\$15 50-\$16.....	(Not reinstated.)
Ruby Moss.....	\$12.....	(Not reinstated.)
Opal Baker.....	\$12.....	July 23, 1937.
Betty Jo Pickens.....	\$12.....	June 28, 1937.
Doris Young.....	\$11-\$13.....	June 28, 1937.
J. B. Durden.....	\$20-\$22.50.....	July 9, 1937.
Thomas W. Bobo.....	\$15.....	(Not reinstated.)
L. M. Mitchell.....	(Did not lose any time.)	

¹ Albert Wilson, John H. Pickens, Redell Steadman, B. H. Livingston, and Frances Gary are also alleged in the complaint to have been ousted on June 25. No testimony with respect to these employees appears in the record

² In some instances there is a variation in the spelling of names in the complaint and in the record. In this decision, the names are spelled as they appear in the record.

³ Worked part of the day on June 28.