

In the Matter of TAYLOR TRUNK COMPANY, and, LUGGAGE WORKERS UNION, LOCAL No. 50 OF THE INTERNATIONAL LADIES' HAND BAG, POCKETBOOK AND NOVELTY WORKERS UNION

Case No. C-286.—Decided March 17, 1938

Trunk Industry—Unit Appropriate for Collective Bargaining: production employees—*Representatives:* proof of choice: majority shown by membership application cards—*Collective Bargaining:* refusal to negotiate with union representative; dilatory tactics; attempt to destroy union's majority—*Company-Dominated Union:* sponsorship, domination, and interference with the formation and administration of; support of; solicitation of membership during working hours by the company's vice president, paymaster, and other employees; meetings on company property during working hours; activities of the president of the company on behalf of; disestablished as agency for collective bargaining—*Contract With Union:* assisted and fostered by unfair labor practices, not representing free choice of employees, void; respondent ordered to cease and desist giving effect thereto—*Strike—Interference, Restraint, or Coercion:* refusal to bargain collectively: dominating and interfering with a company-dominated labor organization for the purpose of defeating self-organization by employees; anti-union statements; coercing and intimidating employees to join favored labor organization; discrimination in favor of members of company-dominated union; discrediting union leaders: refusal to give back pay due to employees until they agreed to meet with the respondent without union representative—*Discrimination:* discharge of three employees for union membership and activity sustained, charges of discriminatory discharge, reduction of hours, and refusal to transfer employee to other type of work during curtailed production not sustained—*Remstatement:* ordered three employees—*Back Pay:* awarded three employees discriminatorily discharged.

Mr. Jack G. Evans, for the Board.

Mr. H. M. Keele, Mr. Holbert Crews, Mr. Robert Levin, and Mr. R. J. Dunham, Jr., of Chicago, Ill., for the respondent.

Jacobs & Vihon, by Mr. Joseph M. Jacobs and Mr. H. U. Bernstein, of Chicago, Ill., for Local No. 50.

Mr. Hyman A. Schulson, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union, herein called Local No. 50, the National Labor

Relations Board, herein called the Board, by Leonard C. Bajork, the Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint dated July 20, 1937, against Taylor Trunk Company, Chicago, Illinois, herein called the respondent, alleging that the respondent had engaged 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. The complaint, notice of hearing thereon, and notices of postponement of hearing were duly served upon the respondent, Local No. 50, and Taylor Trunk Shop Union, herein called the Shop Union.

At the hearing the complaint was amended by changing the allegations with respect to the business of the respondent in order to correspond to proof, by including additional allegations of the discharge of an employee, Jack Saltzman, of the lay-off of another employee, Eva Hammond, and by minor changes in the form of allegations.

On August 5 and 28, 1937, respectively, the respondent filed an answer and an amended answer to the complaint and the amended complaint, respectively, in which, in substance, it attacked the jurisdiction of the Board on the ground that it was not engaged in interstate commerce, and denied most of the allegations of the complaint and the amended complaint, admitting, however, those of its incorporation and that its production employees constitute the appropriate unit for purposes of collective bargaining.

Pursuant to notice, a hearing was held in Chicago, Illinois, on August 9 to 24, 1937, inclusive, before Charles E. Persons, the Trial Examiner duly designated by the Board. The Board, the respondent, and Local No. 50 were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded all the parties. At the close of the hearing oral arguments were presented by counsel for the Board, the respondent, and Local No. 50.

At the close of the hearing counsel for the Board moved to conform the pleadings to the proof adduced at the hearing. This motion was granted by the Trial Examiner. Counsel for the Board also moved to amend the date alleged for the respondent's refusal to bargain collectively from May 14, 1937, to April 19, 1937. The Trial Examiner denied this motion. At the opening and close of the hearing, and at various times during the hearing, counsel for the respondent moved to dismiss the complaint for lack of jurisdiction on the grounds stated in the answer and amended answer. The Trial Examiner reserved decision on this motion but denied the motion in the Intermediate Report. Counsel for the respondent moved to strike certain exhibits pertaining to the trunk industry introduced into the record by

counsel for the Board. The Trial Examiner reserved decision on the motion but granted it in the Intermediate Report.

During the course of the hearing the Trial Examiner made several rulings on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On November 10, 1937, the Trial Examiner filed an Intermediate Report finding that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), (5) and Section 2 (6) and (7) of the Act, but recommending that so much of the complaint as relates to the discharge of Jack Saltzman, Eva Hammond, and Andrew Schultz be dismissed. Exceptions to the Intermediate Report were thereafter filed by the respondent. The Board has considered these exceptions and, save to the extent that the findings below depart from those of the Trial Examiner, finds that the exceptions are without merit.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Taylor Trunk Company is a Delaware corporation maintaining its office and principal place of business in Chicago, Illinois. The respondent is engaged in the manufacture and sale of all types of wooden cases covered with leather, textile material, steel, aluminum, or metal, such as portable motion picture equipment cases, refrigerator cases and equipment, stenotype cases, sound equipment cases, thermos bottle cases, ice cream vending machines, extension tray cases, general instrument cases, silverware chests, radio cases, hot food kits, leather tool kits and bags, leather and aluminum telephone cases, trunks, sample cases, and leather and novelty goods of all types.

In its operations the respondent uses lumber, fabrics, leather, hardware, steel, aluminum, paint, lacquers, glue, rubber, pushcart wheels, handle bars, fibre, rivets, headlights, switches, coal, equipment, etc. Raw materials of the value of \$134,416, constituting about 48 per cent of those purchased by the respondent during the first six months of 1937, came from outside the State of Illinois. Of the respondent's products sold during the period from July 1, 1936, to June 30, 1937, about 22 per cent, valued at \$50,573, were shipped to points outside the State of Illinois. Of the intrastate deliveries totaling about \$175,000, about \$100,000 worth consisted of portable motion picture equipment cases sold to the Bell and Howell Company, Chicago, Illinois. These cases were delivered on a standing order and were held

by the purchaser for about a month while it installed equipment in the cases. Over 90 per cent of them were then sent outside the State of Illinois to purchasers "all over the world." During the same period the respondent sold and delivered sound equipment cases, valued at \$11,000, to the Webster Company in Chicago, Illinois, which were in turn sold by the latter firm "all over the country." Other items listed by the respondent as intrastate deliveries, such as ice cream vending cases, instrument cases, extension tray cases, hot food kits, and leather and aluminum telephone equipment cases, were sold and delivered by the respondent to Chicago firms, which in turn sold them "all over the country." Thus, while the respondent's original division of the year's sales shows about 78 per cent to be intrastate, the addition of the volume of these items subsequently sold outside the State of Illinois would make the interstate portion of the total well over 75 per cent.

II. THE ORGANIZATIONS INVOLVED

Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union is a labor organization affiliated with the American Federation of Labor, admitting to its membership all employees engaged in the production of all kinds of luggage in Chicago, Illinois, excluding maintenance employees and supervisory employees who have the right to hire and discharge other employees.

Taylor Trunk Shop Union is a labor organization admitting to its membership all employees of the respondent, excluding supervisory and clerical employees.

III. THE UNFAIR LABOR PRACTICES

A. *The refusal to bargain collectively*

1. The appropriate unit

The amended complaint alleged that "all the production employees, excepting foremen, supervisory and clerical employees" constitute a unit appropriate for the purposes of collective bargaining. The respondent in its answer admitted the above allegation.

We find that the production employees of the respondent, excluding supervisory and clerical employees, constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the respondent the full benefit of their right to self-organization and collective bargaining and otherwise effectuate the policies of the Act.

2. Representation by Local No. 50 of a majority in the appropriate unit

The records of the respondent introduced in evidence show that the respondent employed 73 production employees on April 19, 1937, the day of the strike. Max Strassburger, business agent of Local No. 50, testified that 49 membership application cards of Local No. 50 were signed by the respondent's employees on April 19 and 20, 1937, that ten additional cards were signed between April 21 and 29, 1937, inclusive, and that two cards were undated. Fifty-four Local No. 50 membership application cards with signatures verifiable by comparison with other exhibits in evidence were submitted in evidence.

At the hearing counsel for the parties stipulated that Local No. 50 represented a majority of all the employees of the respondent between April 20 and May 26, 1937, inclusive.

We find that on April 20 the majority of the respondent's employees in the appropriate unit had designated Local No. 50 as their bargaining representative. The respondent contends that by May 26, 1937, many of its employees revoked the authority of Local No. 50 to represent them and that by May 28 a majority of the employees had authorized the Shop Union to act as their bargaining representative. On May 28, 1937, the respondent had 97 production employees in its employ. On that date Jack Wentzel, an employee of the respondent and president of the Shop Union, and John Halper, the respondent's paymaster and timekeeper and secretary and treasurer of the Shop Union, secured the signatures of 57 employees of the respondent to a petition designating the Shop Union as their bargaining representative. The signatures to this petition were procured on the respondent's premises during working hours. On June 1, 1937, 14 of the 57 who had signed the Shop Union's petition signed a loyalty pledge to Local No. 50. Twenty-seven of the 57 were new employees hired for the first time after April 19, during the strike period.

The record is clear, as will be shown in greater detail in Section III-C, that the purported change of designation of bargaining representative to the Shop Union was the result of the unfair labor practices of the respondent in organizing, fostering, dominating, and supporting the Shop Union, and in persuading, intimidating, and coercing its employees to join the Shop Union and to leave Local No. 50, and was not an expression of free choice of the employees. The unfair labor practices of the respondent cannot operate to change the bargaining representative previously selected by the untrammelled will of the majority. We, therefore, give no weight to such change, and hold that Local No. 50 remained the designated

representative of the majority. By virtue of Section 9 (a) of the Act, Local No. 50 was, and is, therefore, the exclusive representative of all the employees in the appropriate unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

3. The refusal to bargain with Local No. 50

In April 1937 Local No. 50 and other locals of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union began a vigorous membership campaign in Chicago, Illinois. Mass meetings were held on April 12 and 19. The latter meeting was attended by a substantial number of luggage, trunk, belt, and novelty workers in Chicago, including a number of the respondent's employees, and was called for the special purpose of considering a general strike in the luggage, trunk, belt, and novelty industry in Chicago in order to secure union recognition, higher wages, and better conditions of employment.

At this time R. J. Dunham, Jr., president of the respondent, was in California. On about April 17 union leaflets were distributed around the plant of the respondent. On the same day Frank Martin, vice president of the respondent, telephoned Dunham in California and informed him of his expectation that a general strike would be called on April 20. Dunham advised Martin to call the employees together on Monday, April 19, and to tell them that if they proposed to strike on April 20, they might leave at once rather than wait until the following morning, and that they were free to join a union if they wished. By doing this Dunham thought that he could avoid considerable confusion and mass picketing. He testified that this procedure had been successfully employed by him in 1934 to forestall an impending strike and that he thought he would try it again.

Pursuant to Dunham's orders, Martin directed John Viola, the plant superintendent, to call the meeting and transmit Dunham's message. On April 19, at about 11:30 a. m., Viola directed the employees to punch the time clocks and called them to a meeting. Viola testified that he told them that if they were going to strike the following day, "they could go right now; if not, to punch in and get back to work." Other witnesses quoted him as saying either, "Those who wish to join the Union may leave now" or, "Those who wish to go on strike may do so now." Some employees interpreted this to mean that they could return to work only if they gave up their right to strike. The employees discussed the matter during their lunch hour and a group of men decided to take a vote. About 25 voted to strike; eight or nine voted to remain at work. Of the 71 production employees, 34 struck on the afternoon of April 19, and 37 remained at work.

Prior to the meeting none of the respondent's employees had applied for membership in Local No. 50. Immediately after the meeting the strikers went to Local No. 50 headquarters, told the officials of Local No. 50 what had happened at the plant, and signed applications for membership. At about 6:30 p. m. on April 19, at a general strike meeting, Local No. 50 voted to call a general strike in the luggage industry on April 20. Twenty employees reported for work at the respondent's plant the next day, and a number of the other employees picketed.

On April 23 Samuel Laderman, manager of Local No. 50, sent the respondent a letter announcing that its employees had authorized Local No. 50 to represent them as their collective bargaining representative and inviting the respondent to a conference on Saturday, April 24, to consider terms and conditions of employment. Dunham, who returned to Chicago on April 26, testified that he received the letter and never answered it.

On April 27, which was pay day for wages earned up to April 19, Dunham posted a notice addressed "To All Employees" stating that he considered the action of his employees in joining the strike unfair, inasmuch as the respondent was not engaged in the luggage industry. He proposed a meeting to be attended by all the employees to discuss the controversy and stated in conclusion, "For convenience sake we will delay issuing pay checks until such time as this meeting is held." The workers, after reading the notice, upon Laderman's advice, sent a committee to Dunham to request their pay. Dunham testified, "Each member of the committee begged me to give them their pay checks; that they needed money," whereupon he replied, "Well, that is just too bad; you can't have it." They were told in effect, "no meeting—no pay." When the committee brought back to the strikers Dunham's reply, they refused to agree to the proposed meeting. The employees were incensed and refused to meet with Dunham not only because he had withheld their pay but also because he had refused to answer the letter of their union representative. Dunham admitted on cross-examination that he did not want to get in touch with Laderman, the employees' representative, until he had "smoked out" the workers.

Thereafter, the employees adjourned to the Local No. 50 headquarters where they decided to engage Joseph M. Jacobs as their attorney to collect their pay. On April 28 Jacobs visited Dunham and persuaded him to pay the employees and to agree to a conference with Laderman and a committee of employees.

On April 30 Laderman, accompanied by a committee, called upon Dunham. Laderman stated to Dunham that Local No. 50 had been chosen as the employees' exclusive bargaining representative and submitted a closed-shop contract, which Dunham refused to consider.

Laderman then proposed a 37-hour week and a 30-per cent pay increase and discussed the classification of employees under two minimum wage scales. Dunham refused to accept any of Laderman's proposals, stating that its budget would not permit the respondent to enter into such contracts. Dunham, however, offered no counter-proposals and closed the conference by stating that he had received a letter on April 29 from Louis J. Disser, Jr., an examiner of the Regional Office of the Board, requesting him to call at the Board's Regional Office to discuss charges filed by Local No. 50. Dunham stated that he would not confer further until he had learned what the significance of the charges might be.

On May 3 Dunham, accompanied by his attorney, called at the Regional Office and discussed the charges with Ralph Lind, then Acting Regional Director. The chief result of this conversation was the arrangement of a conference between the respondent and representatives of Local No. 50 at the Regional Office on May 7.

After Dunham was advised by his counsel that he was required by the laws of Illinois to pay the wages due his employees, he posted a notice on April 30 stating, "We are advised that under the Illinois Statutes we should make payment on Tuesday, May 4th, of all wages due for the period up to and including Friday, April 16th 1937. Therefore, checks will be issued between the hours of 3:30 and 4:30 p. m. on Tuesday, May 4th, for the above mentioned period."

On May 4 Dunham posted another notice requesting the employees to return to work on May 5 and offering a 10-per cent increase in pay, "a profit sharing plan to divide 10 per cent of the annual net profits among all employees, a 40 hour week, 5 days of 8 hours, no work on Saturdays," with an assurance of "ample police protection" in case of interference. Police, handling the employees who were lined up single file to get their pay, directed each one's attention to this notice. Viola, before paying each employee, questioned him as to his opinion concerning the notice.

Paul Kantowicz, an employee, told Viola that he "didn't think very much of it," and stated, "I belong to the union now and we will let our representative talk." Viola handed him his check saying, "You are paid in full." Kantowicz testified that he construed the latter statement to mean he was "out of a job."

This notice was effective and was naturally construed, as several employees testified, as an invitation to return as individuals without union recognition or collective bargaining. Dunham quite frankly testified to his intention and motive in posting the notice:

Q. You wanted them to come back to work then without further negotiations with the union?

A. If they would come. Horse trading in other words.

Q. And on May 4th then you were horse trading with the union?

A. Sure.

* * * * *

Q. And in so doing you were refusing to recognize the majority of your employees?

A. As it turned out, yes.

Dunham admitted that by posting the notice he intended to "smoke out" his employees and play "both ends against the middle, listening to one end and talking to the other." He also admitted that holding up the pay checks was a "move in his game." Of significance is the fact that Dunham refused to make any proposals to the representative of Local No. 50 on April 30 and later on May 7.

At a conference held at the Regional Office on May 7 the respondent was represented by Dunham, Martin, and its attorney, and Local No. 50 by Laderman and a committee of four employees. The discussion turned upon the question of classifying the production employees into two groups as proposed by Local No. 50, first-class mechanics with a minimum wage of \$29.50 and second-class mechanics with a minimum wage of \$22.50. Local No. 50 further proposed a beginner's wage of \$14.00 per week and a minimum wage of \$15.00 for experienced workers. Laderman also deplored the sweat-shop conditions, low pay, and long hours at the respondent's plant. Dunham replied that it was impossible to classify his workers according to the wage scale proposed by Local No. 50. It was decided that the conference would adjourn until Dunham could discuss the wage levels in the plant with his foremen and plant superintendents.

On May 14 the conference reassembled under the chairmanship of Leonard C. Bajork, newly appointed Regional Director. At the beginning of the conference Dunham declared that he would not sign a written agreement under any circumstances. Bajork then suggested that they proceed with the discussion, that he would take notes, that afterwards he would write up a memorandum of what was agreed to by the parties, and that he would furnish copies of the memorandum to the parties and retain one at the Regional Office. Upon that basis the conference proceeded. It was understood that the memorandum to be prepared by Bajork would be submitted to the parties on May 18.

A considerable number of topics were discussed and at least tentatively agreed upon. At the hearing there was conflicting testimony both as to the points orally agreed upon and as to the question whether or not the parties were bound by the oral agreement. Dunham testified that he did not finally agree to anything on May 14, but only "agreed that he would agree" to certain points on May 18

provided that the language in Bajork's memorandum clearly expressed what he said on May 14 that he "agreed to agree to."

Bajork later drafted a comprehensive memorandum including the matters tentatively agreed upon between Dunham and Local No. 50 on May 14. It was ready for the examination of the parties on May 18.

On May 17, however, Dunham suddenly resolved to leave Chicago and not to attend the conference on May 18 as previously arranged. When Bajork called him on the phone to remind him of his appointment on the next day, Dunham replied that he was not going to keep it, that he "wanted to think the whole thing over and decide whether to throw the key away, or shut the place down, or go on with these negotiations or stop." On that afternoon Dunham, Martin, and some friends went on a fishing expedition in Wisconsin and remained away until May 19.

On May 18, the date which Dunham had agreed upon on May 14 that the employees were to return to work, the strikers communicated with Bajork relative to their return to work and were advised by him to send a committee to see Viola, the superintendent. Viola stated to the committee that he had no orders and could do nothing for the employees. The record shows, however, that he hired 13 new employees on this and the preceding day. The committee reported back to Bajork, who called up Viola and insisted that he take back all the employees the next day, May 19. This Viola finally agreed to do. The workers were then advised by Bajork to return to work since their "interests were protected." All strikers returned to work on May 19. All employees received a 10-per cent increase in wages, and hours were limited to 40 per week.

On May 19 Martin telephoned Viola from Wisconsin. Learning that the employees were back at work, he and Martin returned to Chicago.

On the morning of May 28 Dunham received a petition signed by about 60 employees which stated that they wished to form a shop union and would do so if he would sign a contract with such an organization containing the provisions of his May 4 notice with the added proviso that anyone wishing to work 48 hours per week might do so. The petition stated further that if Dunham would not sign such a contract with a shop union, they would continue their choice of Local No. 50 as their bargaining representative. A large number of the signatures to this petition were procured during working hours by Halper, the respondent's paymaster and timekeeper, and Bauer and Wentzel, employees of the respondent. Upon receipt of the petition Dunham called the employees together and stated that he would never sign a contract with Local No. 50, and that he would prefer

to close the shop before doing so. He advised those who wished to form a shop union to complete an organization in order that he might sign a contract with them. Between 2 and 4 p. m. all the steps in the formation of the Shop Union and the signing of an agreement were taken.

On June 2 Dunham replied to Bajork's letter of May 27, advising Bajork that "the draft of the contract contains nothing to which we had definitely agreed and contains many matters neither discussed nor agreed to." This letter further stated that a majority of his employees had formed their own organization, with which he would bargain.

Dunham admitted during the course of the hearing that he had refused to bargain collectively with Local No. 50 between May 14 and 28.

We find that the respondent, on May 14 and thereafter, refused to bargain collectively with Local No. 50, as the representative of its employees, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. Domination of and interference with the Shop Union

The record shows that James Bauer and Jack Wentzel, employed as trimmers by the respondent, took the first steps in the initiation of the Shop Union. Bauer had left the respondent in January 1937 because of disagreement with Viola about piece rates. He went on strike on April 12 while an employee of the General Trunk Company. He was active in Local No. 50 and helped to picket the respondent's plant. At his urging Jack Wentzel joined the strike and became a member of Local No. 50. Their interest in Local No. 50 and in the strike weakened as their funds ran out. On April 20 when Wentzel called at the plant for his pay check, Bauer went along and took the occasion to ask Martin if he could have his old job again. Martin promised to take him back as soon as the strike was settled. Shortly thereafter, Bauer, together with two salesmen, Claude Evett and Lou Patrick, called at the homes of various employees and tried to persuade the strikers to return to work. Among those visited were Jack Wentzel, Stanley Podgorski, and Paul Kantowicz, then Local No. 50's shop chairman. At the end of the strike Viola reemployed Bauer in his old job. Both Wentzel and Bauer testified that their allegiance to Local No. 50 had ceased about May 4, when Dunham posted the notice offering a 40-hour week, a 10-per cent increase in wages, and a 10-per cent profit-sharing bonus.

On May 26, having decided to form a shop union, Bauer and Wentzel asked John Halper, the respondent's timekeeper and paymaster, whose duties take him through the plant collecting time

cards and consulting with employees about piece-rate questions, to compose for them the necessary petition. Halper wrote the petition described above in Section III-A-3. Halper was asked by Bauer and Wentzel to secure signatures because he knew everyone in the plant and because, as an office employee paid on a weekly basis, he would not lose any money by doing this; while as piece-workers; they would. Halper solicited employees to sign the petition during working hours on May 27. By evening, with some aid from Bauer and Wentzel, Halper had secured the signatures of about 60, a majority of those working in the plant. These facts are uncontradicted.

The petition shows clearly that about six signatures were erased, indicating that certain employees later changed their minds relative to Shop Union membership. One employee, Rose Szafasz, testified that she was solicited by Halper and signed the petition only after some hesitation. Later, after consultation with Local No. 50 members, she changed her mind. On May 28 she secured the petition from Halper and erased her name.

Halper showed the signed petition to Bauer and Wentzel on the evening of May 27 and, at their suggestion, mailed it to Dunham.

At about 2 p. m. on May 28 Dunham, having received the signed petition, called a meeting of all employees. He referred to the petition and said that he did not see on it the names that he had most desired to be there. He suggested that others who had not signed might do so and that those who had signed should go upstairs to the respondent's recreation room and hold a meeting for organization purposes. Dunham also stated to the employees that the time spent at the meeting would be paid for by the respondent at the regular rates.

According to Wentzel's check, about 44 of those who signed the petition of May 27 attended the meeting. Bauer acted as chairman. About five minutes after the meeting had started a committee was selected to get from Dunham some advice and aid in organizing the Shop Union. As Bauer stated at the hearing: "Well, there was nobody there who had any experience in forming a union or getting a charter or writing out a form or anything like that. We didn't know how to go about it." At first Dunham demurred to their request, saying that he had no business in interfering with the proposed union, but finally he consented to help them get started. Dunham visited the meeting room and told them to select a temporary chairman who would receive nominations for permanent officials and conduct the election. He further suggested that there should be an officer from each of the four departments of the plant to handle grievances. He remained in the meeting room long enough to see Thomas Scianna elected temporary chairman. The following officers were elected: Jack Wentzel, president; Anthony Pucillo,

Steve Mlodzik, and Lillian Hoelzer, vice presidents; and Halper, secretary-treasurer. All of these officials, except Wentzel, had kept themselves free from Local No. 50 union activities. Hoelzer and Pucillo had remained at work on the date of the strike, April 19, and had returned to work on April 20. Pucillo returned to work before the strike was settled. Mlodzik had been hired on May 12, during the strike. Halper had been secretary and treasurer of the shop social club, in existence from 1934 to the date of the strike. Shortly after the officers were elected, Wentzel visited Dunham and said, "Well, we are organized, we want to talk contract with you." Dunham raised the question of majority. Examination of the list on the petition suggested that less than a majority of the production employees were present at the meeting. Dunham told Wentzel that he would have to sign up everybody again and show clear proof of a majority before they could proceed to negotiate a contract. Wentzel thereupon consulted Halper, and neither of them felt competent to compose the proper petition. Halper therefore went to Dunham for aid. Dunham suggested that three things were desirable for inclusion in the Shop Union petition: "Confirm your election of officers, join the union, and appoint a bargaining agency." Dunham thereupon wrote such a statement in long hand, naming the new organization the Taylor Trunk Shop Union. This statement was accepted by Halper and Wentzel, and thereafter they secured the signatures of 57 employees thereto.

Some difficulty was evidently encountered in getting the desired number of signatures, which Dunham had set at 55 to 60. Wentzel circulated through the plant during working hours to get the signatures of employees who had signed the first petition but were absent from the meeting. Moreover, four shipping room and stock-room employees, who had been excluded from the meeting by Dunham as ineligible for membership in the Shop Union, were solicited by Scianna and Pucillo and signed the second document. Deducting these four names because they are not included in the appropriate unit would reduce the number of signatures to 53. On June 1, 14 of the 57 signed a loyalty pledge to Local No. 50.

Wentzel returned to Dunham with the signed lists which were checked by Halper at Dunham's direction. Dunham was now satisfied that there was a majority and thereupon agreed to conclude a contract with the Shop Union. He told Wentzel to return to work while he was having a contract typed. When this had been done, Wentzel and Dunham affixed their signatures to a contract providing for practically the same terms suggested in the original Shop Union petition, namely, a 10-per cent wage increase over the wages prior to April 19, a 10-per cent bonus of the net profits, "a regular work week of 40 hours, being made up of five days of eight hours each, but any

employee so desirous may work up to 48 hours per week." In addition, the agreement stated that it was temporary. After the agreement was signed and up to the time of the hearing in this case the Shop Union did not bargain with the respondent and was active chiefly in social and recreational activities.

It is significant to note that the list of signatures on the second petition is the only evidence of membership in the Shop Union. The members were given no membership cards. The Shop Union had neither a constitution nor bylaws. Dues were only 25 cents per month. Meetings were held on the factory premises on several occasions without charge. Shop Union notices were freely posted on the respondent's bulletin boards.

The lists of membership remained in the keeping of Halper, who regularly presented them to newly hired employees for signature. Sixty-three names were added to the list after May 28. Forty of these were new employees and included all those hired between May 28 and August 6, with two exceptions. Otto Buelow, who was hired on June 14, described the method pursued in enlisting new employees in the Shop Union. Buelow testified that he signed the petition, which was presented to him by Halper, on the day he was hired and in the presence of the foreman who had hired him. Several employees testified that this method of enlisting new employees in the Shop Union was resorted to frequently.

Several employees testified that Halper made repeated and persistent efforts on May 28, and thereafter, to secure the signatures of members of Local No. 50 to the Shop Union document, urging them that they would escape paying dues to Local No. 50 and that the Shop Union could do more for them than Local No. 50. Of significance is the statement of Kantowicz, an employee of the respondent and formerly shop chairman, that Halper had asked him to join the Shop Union about eight times and on one occasion told him, "If I would sign up with the shop union, I would have a better thing and that he would see to it that he would make me president of the shop union." Significant also is the remark Halper made to Szafasz on June 11 on the occasion of her quitting for the summer months, "Well, why don't you sign the shop union petition now, so that you will be sure of your job when you want to come back." All the testimony relative to Halper's activity in the Shop Union and statements quoted above were uncontradicted, since Halper did not take the stand.

Martin, vice president of the respondent, on May 28 solicited Joseph Kucera, an employee, to join the Shop Union in the presence of other employees. Martin explained during the course of his testimony that he was not serious in so doing but was only "kidding his

friend." Kucera and other employees, however, took this incident seriously.

The time spent by employees in organizing the Shop Union was paid for at regular wage rates by the respondent. Those not participating in the organization meeting and not joining the Shop Union that day were paid only for the 15 minutes spent in the general meeting addressed by Dunham. Dunham contends that this payment was made without his knowledge. It was made, however, at the instance of Halper, the timekeeper and paymaster, whom he trusted to keep an accurate time record. It was passed upon and ratified by Superintendent Viola, who testified that he examined the pay sheets daily. It is clear that the payments were fully authorized.

To recapitulate, the record clearly indicates that the Shop Union members were promised a contract by Dunham even before the Shop Union was organized; that employees were told no contract would be signed with Local No. 50, the union of their own free choice; that the Shop Union petition was circulated during working hours on the respondent's premises; that every stage of the election of officers and of the organization meeting of the Shop Union was directed by Dunham; that the time spent in the Shop Union meeting was paid for by the respondent at regular rates; that the contract signed was drafted by Dunham and accepted by Wentzel without a change or previous reference to the members; that representatives of the management persistently solicited members for the Shop Union on the respondent's premises and time; that about 40 new employees signed up with the Shop Union as an incident of hiring, while 23 Local No. 50 members were alienated from the latter organization after May 28 by this persistent campaign of the respondent's representatives. After the agreement was signed and up to the time of the hearing in this case the Shop Union failed to function as a genuine and effective bargaining agency in that it did not bargain with the respondent and was active chiefly in social and recreational activities.

We find that the respondent has dominated and interfered with the formation and administration of the Shop Union and has contributed support to it.

C. *The discharges*

Joseph Menick, Joseph Pubantz, and George Barfuss, employed as nailers in the box shop for a considerable number of years, were discharged by Dunham on July 16. Menick, aged 63, had been employed by the respondent for 19 years; Pubantz, aged 53, had been employed by the respondent for 15 years; and Barfuss, aged 52, had been employed by the respondent for 24 years. Of late Menick had been employed by the respondent only irregularly, being laid off

when work slackened. Joseph J. Horsch, their foreman, and Superintendent Viola testified that the quality of their work was "good" and "satisfactory." All were active members of Local No. 50 and never swerved in their allegiance to that labor organization. All struck on April 19. All were solicited by Halper to join the Shop Union and positively refused. All were in good health and able to work regularly. All were unemployed at the time of the hearing in this case and wish to be reinstated. They contend they were unjustifiably discharged for union activities.

The letters of dismissal which these employees received on July 16 were identical and read as follows:

Our contract with the Taylor Trunk Shop Union, whom we recognize as the exclusive bargaining agent for all the employees, provides that work in each department shall be divided as equally as possible among all the employees of that department. However, this part of the contract does not apply to temporary help, and does not take effect until a contemplated reorganization of the entire shop has been completed. The purpose of this reorganization is to provide more versatile and younger help, so that a man may be switched from one department to another if it is desirable.

While your many years of service for this company have not been overlooked, we have decided that we can provide more versatile men to do your work, and regret to advise you that your employment by this company ceases today.

Your check for this week's work will be mailed to you, or you may call for it here at the office a week from today.

Yours very truly,

R. J. DUNHAM, Jr.,
President.

The reference to an alleged Shop Union contract clause was purely fanciful. An examination of the Shop Union contract discloses that no such clause existed.

At the hearing the respondent attempted to justify these discharges on the ground that the men were slowing up because of age and were only 80 per cent efficient. It was alleged that they refused to work on joiner, shaver, and stock saw machines and were available only for hand nailing. It was further alleged that their failure to make speed in the box shop caused an undue proportion of sums allotted to labor costs to be absorbed by these time workers to the disadvantage of piece workers whose operations came later in the course of production. The record discloses that under the system of wages in effect the total labor cost of a given product was first fixed and tenta-

tive prices set up. Before such piece prices were paid, however, the cost of time operations was deducted from the total labor cost set. It thus happened; as Dunham himself testified, that trimmers who had installed hardware in cases on a supposed 50-cent piece rate, found when pay checks came through that they had received only 45 cents. All the three men testified that they refused to work on the above-mentioned machines at the nailer's rate of pay. Dunham himself admitted during cross-examination that it was only fair that men doing the same work on machines should get the rate of pay of such work. Hence, their refusal to work on machines was clearly justified. There was no convincing proof offered of their alleged slowness. There were also a number of men older than they still in the respondent's employ.

Of the three men who replaced the men discharged, two were Steve Mlodzik, aged 22 and vice president of the Shop Union, and Paul Mitoraj. Both had been hired during the strike and, like all those so hired, had had no connection with Local No. 50. Both joined the Shop Union when it was organized. A. O'Gradney, the third man, was only 18 and was rated as an apprentice trimmer before the strike. At about the time of his transfer to the box shop, Mlodzik received an increase in wages from 45 cents per hour to 50 cents. O'Gradney's rate was 40 cents per hour. Mitoraj's rate was 47½ cents per hour. The three discharged men had received 45 cents per hour before the strike and 49 cents per hour after the 10-per cent raise went into effect. O'Gradney remained loyal to Local No. 50 until about June 8 when he signed the Shop Union list. Shortly thereafter he was transferred to the box shop.

Considering the discharge of the three men in the light of the respondent's attitude toward Local No. 50 members, the admitted "good satisfactory quality" of their work, their long service, and the absence of any convincing proof of their alleged slowness, we are persuaded that the motivating cause for the discharge was their activity and association in Local No. 50 and their refusal to join the Shop Union.

Antoinette Resko and *Yolanda D'Alessandro*, two girls who were rated before the strike as apprentice case makers, were discharged by the respondent on June 2, 1937. Their period of previous service was brief; Resko had been hired in the latter part of February 1937 and D'Alessandro on about February 9, 1937. They had remained at work on April 19, joined Local No. 50 on April 20, participated in the strike as pickets, attended Local No. 50 meetings, and solicited other girls to join Local No. 50. When they were solicited by Halper and Wentzel to join the Shop Union on May 27 and thereafter, they refused to do so. They were among the five girls whom Dunham, at the May 14 conference at the Regional Office, alleged to be so slow

that they could not earn on a piece-rate basis the proposed minimum wage of \$14.00 per week.

It was agreed that these two, with the others of the same group of five, were put on a two-week trial after the strike. They were duly warned by their forelady, Geraldine Sochor, that they should speed up and endeavor to make the \$14.00 minimum. Sochor testified that she made an effort to assist them to do this by providing work and materials promptly and by giving them special attention. At the end of the two-week period, Martin Klessig, their foreman, called for their piece-rate slips. They were paid in full and discharged. When they were discharged, Sochor told them she did not know the reason and Halper gave as the reason therefor, "you didn't make your rate." Neither was informed of the piece rate on the cases they were covering until after they completed the job. Each put in some part of her time during the trial period in finishing cases left incomplete at the beginning of the strike for which she had been paid prior to the strike. During the first two days of the trial period, May 19 and 20, D'Alessandro infected her finger in the course of her employment. She did not come to work on May 21 and lost about four hours on May 24 and three hours on May 25. Nor could she work very rapidly. During the one full week which they worked after the strike, that is, the second week of the trial period, Resko made \$13.20 and D'Alessandro made \$13.00 on the basis of a 40-hour week.

During the later days of the hearing the respondent attempted to show that the work of these girls was generally unsatisfactory. Klessig testified that shortly before their discharge the respondent's inspector rejected their work on some phonograph cases because no two pieces were alike. Sochor testified that they used so much glue on certain phonograph cases that the top layer of kerotal leather material peeled off. They had not worked on phonograph cases before the strike. The work on such cases was new and more difficult. They had been employed only a short time before the strike and were then given easy cases and were treated as learners or beginners. Four of the six different items D'Alessandro worked on after the strike were new and more difficult. Three of the seven different items Resko worked on after the strike were also new and more difficult.

The cases of D'Alessandro and Resko are not free from doubt in view of the time lost by them during the first week of the trial period and the difficulty of their new work. However, upon the whole record, the Board is of the opinion that their failure to make the \$14.00 minimum, and their inefficiency, rather than union membership or activity, was the cause of their discharge. The allegations of the complaint with respect to D'Alessandro and Resko will therefore be dismissed.

Jack Saltzman was employed on February 25, 1937, in sheet metal operations in the auto trunk department. He struck on April 19 and joined Local No. 50 on April 20. He was active in Local No. 50 during the strike and signed the loyalty pledge to Local No. 50 on June 2, though he also signed the Shop Union petition on May 27. He did not, however, take part in the organization meeting of the Shop Union on May 28. About June 15 he signed the Shop Union membership list. Saltzman gave as the reason for this the discriminatory acts of his foreman, Leonard L. Cherry, and of the paymaster and timekeeper, Halper, in refusing him overtime work. Saltzman testified that on one occasion, prior to his affiliation with the Shop Union, Cherry asked him to work overtime. Shortly thereafter Halper came to his bench and asked him to sign the Shop Union list, but Saltzman refused. Saltzman then overheard Halper apprise Cherry of his refusal to join the Shop Union. Thereupon Cherry refused him an opportunity to work overtime. Cherry denied this incident. The record shows, however, that after Saltzman joined the Shop Union he worked overtime the next three weeks.

On July 20, 1937, Saltzman and five other employees in his department were discharged; two of the others were members of Local No. 50 and three were members of the Shop Union. Cherry recommended their discharge because of a decrease in work and because those chosen for discharge were the least efficient employees in that department.

There was considerable testimony at the hearing by Klessig and Cherry, his foreman, and Stanley Podgorski, a fellow employee, describing numerous instances of Saltzman's inefficiency, carelessness, and spoilage of work. Some exhibits tending to prove his inefficiency in certain jobs were introduced into evidence. Much of his work had to be done over by foremen and other employees.

We find that Saltzman was discharged for inefficiency. In view of Saltzman's membership in the Shop Union and his acceptance of benefits under that membership, we do not believe that his discharge can be properly ascribed to union activity. The allegations of the complaint with respect to Jack Saltzman will therefore be dismissed.

Eva Hammond is alleged by the complaint to have been laid off because of union activities. Hammond had been employed by the respondent since December 1936 as a sewing machine operator on leather goods. She joined the strike and Local No. 50 on April 20 and picketed. Thereafter, she remained an active and loyal member of Local No. 50. She refused to join the Shop Union when Halper solicited her for membership.

Prior to the strike Hammond had been laid off occasionally; she had worked an average of 10 hours per week. During the weeks

of May 23 and 30 she worked 24 and 40 hours respectively. In June she worked 30½, 28, 40 and 40 hours in successive weeks. In each of the first two weeks of July she worked 8 hours. On June 28 Hammond requested Klessig that during the slack season she be given table piece work as a case worker at the lower rates of a case worker. She had had no experience in case work, and, on that ground, her request was refused. On June 29 she secured employment at another firm at \$14.00 per week. When she returned for her pay on July 2, Klessig told her he would have some work for her on July 6. She worked for the respondent on July 6. When informed that there was no further work in sight, she told her foreman about her new job and quit on July 6. At the hearing she stated that she desired reinstatement to her former position provided she was given steady employment.

Mrs. Viola, the superintendent's wife, a former employee of the respondent, succeeded Hammond and was allowed to divide her time between sewing machine work and case work because she was experienced in both jobs.

We think that Hammond was laid off because of slackened production. The allegations of the complaint with respect to Eva Hammond will therefore be dismissed.

Andrew Schultz is alleged by the complaint to have been discriminated against during the last week in July 1937 by a reduction in his hours of work because of union activities. The respondent contends that the reduction in the hours of work of Schultz was due to slackened production.

Schultz was one of the most prominent leaders of Local No. 50 and had worked for the respondent 11 years as a fibre-case worker. At one time he was a strawboss in the plant. He had been fairly regularly employed in 1936 and both before and after the strike in 1937. Like those of all other members of Local No. 50, his hours had been limited by the respondent to 40 per week. In the last week of July he worked only 13 hours because production in the plant had slowed up. During the past when production slackened, in order to fill out his time, he was shifted to maintenance or repair work, such as trimming cases. At this time, however, there was no extra maintenance or repair work available. The regular trimmers were working at the time he quit, but the record does not disclose how much work they had. He found other employment at Dresner & Sons, covering boxes at \$4.00 per day, and left the employment of the respondent on August 2. He parted amicably with Viola and other supervisors. At the time of the hearing no one had replaced Schultz. Schultz testified that in leaving the respondent's employment, he was influenced by the discharge of Menick, Pubantz, and Barfuss, and

feared that he also would be eliminated. Although no one had threatened him with discharge, he felt very uneasy.

The evidence fails to sustain the allegation that the respondent, during the last week of July 1937, reduced the hours of work of Schultz because of union activities. The allegations of the complaint with regard to Schultz will therefore be dismissed.

We find that the respondent discharged Joseph Menick, Joseph Pubantz, and George Barfuss on July 16, 1937, because of their union affiliation, activity, and associations, and that by such discharges the respondent has discriminated in regard to hire and tenure of employment and has thereby discouraged membership in a labor organization.

In the cases of Yolanda D'Alessandro, Antoinette Resko, Jack Saltzman, Eva Hammond, and Andrew Schultz, the respondent has not discriminated in regard to hire or tenure of employment or any term or condition of employment for the purpose of discouraging membership in a labor organization.

D. Interference, restraint, and coercion

In addition to the acts above set forth, the respondent committed other acts of interference, restraint, and coercion. An example of successful intimidation of Stanley Podgorski, the shop chairman of Local No. 50, is presented in the report of an interview between Dunham and the committee of Local No. 50 on April 27. Dunham is reported to have said to Podgorski at that time, "If I had known what you were going to do now, I would never have taken you back." Podgorski resigned as shop chairman the next day and shortly thereafter tried to persuade Local No. 50 members to return to work. He joined the Shop Union early in June and was thereafter promoted to foreman of the night shift.

Dunham's speech to the employees assembled on May 28, shortly before the Shop Union was organized, contained compelling proof of his intention to coerce and intimidate his workers. Resko quoted him as saying, "He said he refused to ever sign with the Luggage Workers, that he would never recognize them, that he would sooner close the shop, but that if the employees wanted to start a Shop Union, he would sign an agreement with them." Other witnesses confirmed Resko's report of this speech.

After the Shop Union was organized and the contract signed, the respondent made further attempts at coercion through the medium of overtime work and pay. Although the respondent posted a notice stating that a contract had been made covering all employees, overtime was strictly limited to Shop Union members. Members of Local No. 50 received no overtime work until they joined the Shop

Union. There is unrefuted evidence that a Shop Union cutter got all the good jobs drawing over \$40.00 a week, while George Karaskiewicz, another cutter and a member of Local No. 50, made only \$20.00 to \$22.00 per week. Karaskiewicz was finally converted and joined the Shop Union. Thereupon he got better jobs and made more money.

The above efforts to interfere, restrain, and coerce the members of Local No. 50 were quite effective. Membership in Local No. 50 dwindled from 60 on April 30 to about 12 on August 7. For a time Local No. 50 members displayed their union insignia openly. By the time of the hearing, however, Local No. 50 buttons had disappeared from the respondent's shop.

We find that the respondent, by the acts above set forth, has interfered with, restrained, and coerced its employees in the exercise of the 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 and other mutual aid and protection as guaranteed in Section 7 of the Act.

IV. EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

We find that 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.

THE REMEDY

We have found that the respondent has dominated and interfered with the formation and administration of the Shop Union and contributed support thereto. By such domination and interference the respondent has prevented the free exercise of its employees' right to self-organization and collective bargaining. In order to restore to the employees the full measure of their rights guaranteed under the Act and in order to remedy the unlawful conduct in this case, we shall order the respondent to withdraw all recognition from the Shop Union and disestablish it as a representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment.

We have found that the respondent discharged Joseph Menick, Joseph Pubantz, and George Barfuss because of their activities as members in Local No. 50. Since their discharges constitute an unfair

labor practice, we shall order the respondent to offer them reinstatement and we shall award them back pay for the period from the dates of their discharges to the dates of the respondent's offer of reinstatement, less any amounts earned by them in the meantime.

As previously stated, since the Shop Union was assisted by the respondent's unfair labor practices, and did not represent the free choice of the employees, and since the subsequent change of designation of bargaining representative from Local No. 50 to the Shop Union was the result of the respondent's unfair labor practices, we give no weight to such change and hold that Local No. 50 remained the designated representative of the majority of the respondent's employees in the appropriate unit. We shall therefore order that the respondent, upon request, bargain collectively with Local No. 50. The contract between the respondent and the Shop Union, discussed under Section III-A-3 above, was negotiated with an organization which had been assisted by the respondent's unfair labor practices and is therefore void and of no effect. We shall therefore order the respondent not to give it effect.

We shall also order the respondent to cease and desist from its unfair labor practices.

The allegations in the complaint with respect to Yolanda D'Allesandro, Antoinette Resko, Jack Saltzman, Eva Hammond, and Andrew Schultz will be dismissed.

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. Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union and Taylor Trunk Shop Union are labor organizations within the meaning of Section 2 (5) of the Act.

2. The production employees of the respondent, excluding supervisory and clerical employees, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union was on April 20, 1937, and at all times thereafter has been, the exclusive representative of all employees in such unit for the purpose of collective bargaining within the meaning of Section 9 (a) of the Act.

4. The respondent, by refusing to bargain collectively with Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

5. The respondent, by its domination and interference with the formation and administration of Taylor Trunk Shop Union, and by contributing support thereto, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

6. The respondent, by discriminating in regard to the hire and tenure of employment of Joseph Menick, Joseph Pubantz, and George Barfuss, and each of them, and thereby discouraging membership in a labor organization, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

7. The respondent, by interfering with, restraining, and coercing its 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 purpose of collective bargaining or other mutual aid and protection, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

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

9. The respondent has not engaged in and is not engaging in unfair labor practices within the meaning of Section 8 (3) of the Act with respect to the discharge of Yolanda D'Alessandro, Antoinette Resko, and Jack Saltzman, the lay-off of Eva Hammond, and the reduction of the hours of work of Andrew Schultz.

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 respondent, Taylor Trunk Company, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) In any manner interfering with, restraining, or coercing its 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 purpose of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act;

(b) Refusing to bargain collectively with Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union as the exclusive representative of all its employees, excluding supervisory and clerical employees;

(c) In any manner dominating or interfering with the administration of Taylor Trunk Shop Union or with the formation and administration of any other labor organization of its employees, or contributing financial or other support to Taylor Trunk Shop Union or any other labor organization of its employees;

(d) From discouraging membership in Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union or any other labor organization of its employees, by discharging and refusing to reinstate employees, or otherwise discriminating in regard to hire and tenure of employment or any term or condition of employment;

(e) Giving effect to its May 28, 1937, contract with Taylor Trunk Shop Union.

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

(a) Withdraw all recognition from Taylor Trunk Shop Union as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment, and completely disestablish said organization as such representative;

(b) Offer to Joseph Menick, Joseph Pubantz, and George Barfuss, immediate reinstatement to their former positions without prejudice to their seniority and other rights and privileges;

(c) Make whole Joseph Menick, Joseph Pubantz, and George Barfuss for any losses of pay they have suffered by reason of the respondent's discriminatory acts, by payment to each of them, respectively, of a sum of money equal to that which each of them would normally have earned as wages from the date of their discharge to the date of the respondent's offer of reinstatement, less any amount earned by each of them, respectively, during that period;

(d) Upon request, bargain collectively with Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union as the exclusive representative of the production employees, excluding supervisory and clerical employees, in respect to rates of pay, wages, hours of employment, or other conditions of employment;

(e) Post immediately notices to its employees in conspicuous places throughout its plant stating (1) that the respondent will cease and desist in the manner aforesaid; (2) that Taylor Trunk Shop Union is disestablished as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment, and that the respondent will refrain from any recognition thereof; (3) that the agreement signed with the Taylor

Trunk Shop Union on May 28, 1937, is void and of no effect; (4) that the respondent's employees are free to join or assist any labor organization for the purpose of collective bargaining with the respondent; and (5) that the respondent will, upon request, bargain with Luggage Workers Union, Local No. 50 of the International Ladies' Hand Bag, Pocketbook and Novelty Workers Union as the representative of all its employees, excluding supervisory and clerical employees, with respect to grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

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

(g) Notify the Regional Director for the Thirteenth 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 has engaged in unfair labor practices with respect to the discharges of Antoinette Resko, Yolanda D'Alessandro, and Jack Saltzman, and the lay-off of Eva Hammond, and the reduction of hours of work of Andrew Schultz be, and it hereby is, dismissed.