

In the Matter of THE WARFIELD COMPANY, A CORPORATION FORMERLY KNOWN AS THE THOMSON & TAYLOR COMPANY and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 399, AND INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS, LOCAL NO. 7.

Case No. C-80.—Decided March 18, 1938

Spice, Coffee, Tea, and Chocolate Industry—Interference, Restraint and Coercion—Discrimination: discharge—Units Appropriate for Collective Bargaining: skilled; occupational differences; history of collective bargaining relations; desires of employees as evidenced by separate union memberships—Representatives: proof of choice: membership in union—Collective Bargaining: refusal to negotiate with representatives—Strike—Remstatement Ordered: employee discharged: upon application to employees who struck—Back Pay: awarded to discharged employee.

Mr. Harold A. Craneheld, for the Board.

Cassels, Potter & Bentley, by Mr. Robert B. Johnstone, of Chicago, Ill., for the respondent.

Mr. Louis L. Jaffe and Mr. Howard Lichtenstein, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by International Union of Operating Engineers, Local No. 399, and International Brotherhood of Firemen and Oilers, Local No. 7, herein collectively called the Unions, the National Labor Relations Board, herein called the Board, by L. W. Beman, Regional Director for the Thirteenth Region (Chicago, Illinois), duly issued and served its complaint dated February 27, 1936, against The Warfield Company, Chicago, Illinois, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On March 5, 1936, the respondent filed its answer to the complaint in which it denied that it had engaged in or was engaging in the unfair labor practices alleged therein. The answer also incorporated a motion to dismiss the complaint.

Pursuant to notice, a hearing was held in Chicago, Illinois, commencing on March 11, 1936, before Leon M. Despres, the Trial Examiner duly designated by the Board. The Board and the respondent 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. The parties were granted a reasonable period for oral argument at the close of the hearing, and counsel for the Board and the respondent argued their cases orally.

At the inception of the hearing, the respondent moved to dismiss the complaint on the ground that the Act is unconstitutional in various respects. The motion was denied, without prejudice to the respondent's rights upon a continuance of the hearing. At the close of a portion of the Board's case, the respondent moved to dismiss the complaint on the ground that no evidence had been introduced to prove that the respondent was engaged in interstate commerce. The motion was taken under advisement. At the close of the Board's full case, the respondent moved to dismiss the complaint on the ground that the evidence did not sustain the allegations of the complaint. The motion was taken under advisement, and later denied by the Trial Examiner. His rulings are hereby affirmed.

On April 9, 1936, the Trial Examiner filed his Intermediate Report in which he found that the respondent had engaged in and was engaging in the unfair labor practices alleged in the complaint. The respondent filed various exceptions to the Intermediate Report which the Board has considered. 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.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Warfield Company is an Illinois corporation organized on March 27, 1909. It was originally known as The Thomson and Taylor Spice Company. On April 21, 1920, its name was changed to The Thomson and Taylor Company, and on January 25, 1935, it assumed its present name. Its plant, office, and principal place of business are in Chicago, Illinois, where it employs 250 persons. Through one of its divisions, known as the Sterling Glass Company, it operates a bottle factory in Lapel, Indiana. It owns or operates a few storage places throughout the United States, no one of which houses more than \$1,000 worth of merchandise.

The respondent cleans and grinds spices, roasts and grinds coffee, manufactures cocoa, chocolate, glass bottles, and extracts, and handles tea. It packages and sells all of its products.

Exclusive of coal and oil, almost all of the respondent's products used at the Chicago plant come from points outside of the State of Illinois. The respondent buys spices from foreign exporters, principally through American brokers, obtaining black and white peppers from Singapore, cinnamon from China, red pepper from Mombassa, cloves from Zanzibar, coffee from South America and Java, allspice from Jamaica, ginger from Jamaica and Africa, paprika from Spain, sage and mustard seed from States other than Illinois and from foreign countries, vanilla beans from certain French colonies, lemon oil from Sicily, alcohol from Illinois and other States, cocoa beans from South America and Africa, and tea from China and Japan.

Spices are prepared for sale simply by mechanical cleaning, grinding, and packaging. Coffee is roasted and, in part, ground and packaged. Tea is sold in the original packages imported from Japan or China. Flavoring extracts are manufactured from alcohol, vanilla beans, lemon oil, and water. Cocoa is manufactured by grinding the cocoa bean and removing the cocoa butter. Chocolate is manufactured by grinding the cocoa bean, adding cream, cocoa butter flavoring, and sugar, and making the product into half pound cakes or into chocolate coating. Sales of chocolate coating, which is the product of substantially all of the respondent's chocolate division, are made to candy manufacturers. Chocolate coating is a partly fabricated product. Two per cent of the product of the glass factory (or 15 carloads a year) is used by the respondent; the balance is sold to processors and manufacturers. Sales of other commodities are made to wholesalers, packers, and retailers. The respondent employs 28 salesmen who travel throughout the United States.

During the period from December 4, 1934, to December 3, 1935, the respondent's total purchases, by bulk, amounted to 46,367,728 pounds, of which 44,060,074 pounds were purchased outside Illinois and 2,307,654 pounds were purchased in Illinois. During the same period the respondent sold 24,347,820 pounds of the products, of which 9,537,803 pounds were sold outside the State and 14,810,017 pounds were sold within the State.

II. THE ORGANIZATIONS INVOLVED

International Brotherhood of Firemen and Oilers, Local No. 7, and International Union of Operating Engineers, Local No. 399, are both labor organizations affiliated with the American Federation

of Labor. Each Local admits to membership workers in their respective craft employed by various employers in and about the Chicago area. Local 399 also admits to membership chief engineers.

III. THE UNFAIR LABOR PRACTICES

A. *The discharge of Harry M. Booth*

After some preliminary experience in the field, Booth, who at the time of the hearing was 31 years of age, was first employed by the respondent on November 27, 1924, as a refrigerator engineer in the powerhouse. While holding this position, he satisfactorily put the refrigerator machine in shape under difficult circumstances. In 1926 or 1927, Booth was licensed as an engineer by the city authorities, and on two separate occasions was placed in charge of the engine room for three weeks. After August 1927, Booth was assistant chief engineer and on December 29, 1933, upon the respondent's initiative and after a formal letter of application from Booth, he was made chief engineer.

Shortly after Booth's appointment as chief engineer, and partly upon his advice, the respondent changed several boilers from oil burners to coal burners, with a consequent large saving in fuel costs. The coal burner salesman testified that Booth's operation of the plant was satisfactory. The respondent introduced the testimony of the chief and assistant consulting engineers, under whom the original oil burners had been installed and inspected, to the effect that Booth's services as chief engineer were unsatisfactory. The opinions of the last two were admittedly based on their observation of the neatness of the powerhouse and not on any scientific tests. The chief consulting engineer admitted that he never communicated his opinion to the respondent until a casual mention in a telephone conversation in July 1935. His silence seems strange when it is considered that he had charge of spending the greater part of \$80,000 for the respondent and admittedly owed the respondent a duty to communicate his opinion. From all the evidence, it appears that Booth's services as chief engineer were satisfactory.

Although it appears that before Booth's discharge on July 13, 1935, the respondent had been considering for many months the employment of a highly experienced and trained engineer to act as power adviser and supervisor to the chief engineer, its varied contentions that Booth was unsatisfactory are completely nullified by its letter of June 12, 1935, notifying Booth of an increase in wages from \$48 to \$60 a week, due to excellent work in the power plant. Booth was one of the highest paid employees in the plant and except for one complaint concerning the employment of his assistant, Bott,

whom Booth considered satisfactory, the respondent never made any oral or written complaint to him.

In April 1935 the respondent effected a general wage cut of all its employees earning more than \$20 a week. This was the third cut in four years. After receiving the last cut, all but three of the powerhouse employees congregated in the engine room and expressed their general dissatisfaction. The men decided, with Booth's agreement, to choose unions to represent them. By the end of June, five of the powerhouse employees had joined International Brotherhood of Firemen and Oilers, Local No. 7, and six had joined International Union of Operating Engineers, Local No. 399. Booth joined the latter Local on June 12, 1935.

It appears that in 1933 the respondent's powerhouse employees had discussed joining the Unions, but refrained from doing so after being told by the then chief engineer that he had been instructed to discharge any employee who joined a union.

On June 1, 1935, after the men had joined, representatives of the Unions visited the respondent's executives to negotiate with them concerning wages, hours, and employment conditions. For the first time, the respondent learned that the powerhouse employees had joined the Unions. Following this conference Warfield, Sr., the respondent's president, called Booth to his office on June 12, 1935, the day on which Booth joined Local No. 399, and Booth admitted to him that he belonged to Local No. 399. Warfield, Sr. said that he was surprised to hear him make that statement; that he did not think Booth would do that sort of thing; and that he thought Booth had been underhanded. After considerable discussion Warfield, Sr. told Booth to leave, and then said: "I thought I told you to get out of this office. Get out of here and I don't care if I never see you again." He had never spoken so violently to Booth before. On the same day, Booth had a conversation of an hour and a half with Avery, the respondent's vice president. Avery remonstrated with him for joining a union. Booth explained that he wanted security of tenure in case he wanted a job elsewhere. Avery assured him that the respondent gave its employees security of tenure so long as they were faithful and did their best. As we have noted above, in spite of these altercations, the respondent notified Booth that he was being given a raise in wages. Clearly his services must have been satisfactory to the respondent.

On June 12, letters were sent also to every powerhouse employee restoring the April pay cut. In Booth's case only, his wages were increased over and above his former scale to a point substantially equivalent to the scale requested by Local No. 399. The general increase was given, according to the testimony of Warfield, Jr., to prevent future "labor trouble".

After the Union representatives had visited the respondent's executives several times, Warfield, Jr., the respondent's senior vice president, conferred with Booth in the engine room on July 11. He told Booth that he was disappointed because Booth had not presented the employees' grievances to the management, that he was ready and willing to discuss the problem with him, and that Booth was free to come to anyone in the management to discuss compensation. Booth answered that the matter was out of his hands and that he could not discuss it. Warfield, Jr., correctly understood Booth to mean that the Unions were charged with exclusive authority to engage in collective bargaining with the respondent as defined in the Act. Warfield, Jr., then made up his mind to discharge Booth, and Booth was discharged two days later.

The respondent contends that Booth, as chief engineer, was a representative of the management and was expected to act as such. As already stated, many chief engineers are members of Local No. 399. The respondent apparently recognized that this custom was not incompatible with the responsibilities of the job, since it made arrangements to replace Booth with another union man.

The respondent maintains that Booth, as chief engineer, should have advised the management that the men under him were dissatisfied with conditions generally and should have acted to smooth out difficulties between his men and the respondent. As a matter of fact, Booth did state to the management that the men were dissatisfied because of the April wage cut. It was because he received an unsatisfactory answer that the men joined the Unions and put their case into the hands of experienced union officials. Only after the respondent had refused to bargain with these officials and had tried vainly to shake off the Unions by raising wages, did it seek to approach its employees through Booth. By this time it was clear to everyone that only the issue of collective bargaining remained between the respondent and its employees. It was not and never had been the function of the chief engineer either to conduct or to hamper collective bargaining. The respondent's purpose in attempting at that late date to open up the subject with Booth was to eliminate the Unions, and it resented his refusal to lend himself to that purpose.

The respondent contends that Booth's union affiliation did not affect its decision. To a certain extent this is true. Had Booth refrained from exercising his rights under the Act through his union affiliation, the respondent would not have discharged him. Booth insisted, however, upon exercising his right under the Act to designate Local No. 399 as his exclusive agency for collective bargaining purposes. For this reason the respondent discharged him.

To evidence its indifference to union membership, the respondent cites its willingness to employ Julius Kopsa, a member of Local No.

399, who agreed to work for the respondent in replacement of Booth. When Kopsa learned of the circumstances of Booth's discharge, however, he declined to work for the respondent.

In the 85 days from July 14, 1935, to October 7, 1935, Booth had no work for 50 days and worked for 35 days at \$42.50 per week. From October 7, 1935, to the date of the hearing, he had been working at \$42.50 in a position procured through Local No. 399, pending adjustment of the dispute. He desires reinstatement.

We find that Harry M. Booth was discharged by the respondent on July 13, 1935, and has since been refused employment by the respondent for the reason that he joined and assisted a labor organization known as International Union of Operating Engineers, Local No. 399, and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection. By said discharge and refusal to employ said Harry M. Booth, the respondent has discriminated against him, thereby discouraging membership in a labor organization, and has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. The refusal to bargain collectively

1. The appropriate bargaining unit

The Trial Examiner recommended that the engineers and firemen and oilers, together, constitute an appropriate unit for the purposes of collective bargaining under Section 9 (b) of the Act. The respondent employs 13 powerhouse employees, and contends that it is impractical for so few employees out of a total of more than 250 to constitute an appropriate unit for purposes of collective bargaining.

Employees having special skills have long been organized into unions upon the basis of those skills. Such unions are among the oldest and among those having the most continuous experience of collective bargaining with employers. Very often, too, because of the highly specialized character of the skill there are but a few of them in any one plant. The respondent does not consider it impractical to bargain with every single employee separately; it is surely no more impractical to bargain collectively with a group of 13 as a unit. In its conferences with representatives of the Unions, the respondent never objected that the bargaining unit was inappropriate.

It appears that engineers are highly skilled employees who are entrusted with greater responsibilities than most other employees and are paid higher wages. This is true, though to a lesser extent, of the firemen. The power plant is housed in a separate building from the main plant. The employees' duties are radically different

from the duties of the production and office workers. Within the respondent's industry this differentiation of powerhouse employees from other workers had been recognized, as is evidenced by the fact that the Wholesale Grocery Code under the National Industrial Recovery Act, which had been applicable to the respondent, made separate provisions for powerhouse employees.

The complaint alleges that the engineers, on the one hand, and the firemen and oilers, on the other, each constitute a unit. Each group considers itself a separate and distinct unit; they have organized themselves into two unions, each a local of different international unions affiliated with the American Federation of Labor. Their skills, though complementary, are different. We can find no reason under the circumstances of this case for ignoring the organizational and vocational distinctions which these employees have themselves established. Consequently, we hold that the engineers as a group and the firemen and oilers as a group each constitute a unit appropriate for the purposes of collective bargaining.

A majority of each group in the powerhouse of the respondent belonged to their respective Unions. Membership in a union, the principal function of which is collective bargaining, is sufficient to constitute the union as the agent of the member for collective bargaining. We find that on and after July 5, 1935, Local No. 399 and Local No. 7 were the exclusive collective bargaining agencies, respectively, for the engineers, and the firemen and oilers in the powerhouse.

2. The respondent's refusal to bargain collectively

On June 1, 1935, Wood, business agent of Local No. 399, and Imhahn, 3rd International Vice President of the International Union of Operating Engineers, conferred with the respondent's vice president, Avery, with reference to the Union wage scale for powerhouse employees. The respondent then learned that the Unions were the representatives designated and selected by a majority of the powerhouse employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Pleading the absence of President Warfield, Sr. from the city, Avery adjourned the conference. On June 12, 1935, at another conference with Imhahn and Kennedy, business agent of Local No. 7, Avery stated that Warfield was not enthusiastic about dealing with the Unions. He made no counterproposals, but promised to talk again to Warfield, Sr.

On July 8, 1935, Imhahn, Wood, and Torney, president of Local No. 7, conferred with Avery and asked him if an agreement could be negotiated. Avery replied that the matter was out of his hands, that

the respondent would have nothing to do with any union, that wages had been increased, that the men should be satisfied, and that if they were not satisfied, Avery would discharge them.

On July 8, 1935, the Unions sent identical registered letters and proposed written agreements to the respondent, who refused to accept them from the United States postal employees.

On July 15, 1935, two days after Booth's discharge, Imhahn had a telephone conversation with Warfield, Jr., in which he said he wanted to discuss the discharge. Warfield, Jr. said the matter was out of his hands and told Imhahn to talk to Avery. The call was switched to Avery, and Avery said that Warfield, Jr., was handling the matter, that Avery neither could nor would do anything about it. Imhahn then said that if no conference was held before July 16, 1935, at noon, he would be compelled to order a strike.

On July 26, 1935, the Unions sent the respondent identical letters with the same proposed agreements. The respondent accepted the letters delivered by messenger, but mailed them and the enclosures back to the Unions without comment.

The respondent contends that the purpose of the Unions was not to bargain collectively but to consummate a closed shop. It is true that after the respondent had refused absolutely to discuss any subject with the Union officials, the latter mailed to the respondent a proposed form of agreement containing a closed-shop clause. But the respondent's position was not that it would not consider the closed shop, but rather that it would not discuss any term of the wage contract with an "outsider".

We find that on July 8, 15, and 26, 1935, the respondent refused to bargain collectively with the Unions as the exclusive representative of its employees in appropriate units.

3. The strike of July 16, 1935

Following the respondent's refusal to confer with the employees' representatives on July 15 and following a unanimous strike ballot by the employees, the powerhouse employees went on strike, taking all necessary precautions before leaving the plant for the safety of the property. This resulted in a complete cessation of production until July 22. The respondent called a city inspector to the plant, who testified at the hearing that there was no danger whatsoever and that the safety valves on the boilers were operating properly. The respondent called in a chief engineer from an adjoining plant, who advised merely that the fires be banked. The situation was apparently the same as it had been previously on numerous Saturdays and Sundays, when the plant was not operating.

The respondent thereafter employed one Adams, an engineer of academic and practical experience far superior to Booth's. Adams

inspected the powerhouse on July 19 and July 20 and started operations on July 22, having hired an entirely new powerhouse crew. Adams testified that emery had been thrown into engines and that a plate had been disastrously shifted, with no possible intent except to damage the machinery. His testimony, however, is not convincing on the issue of sabotage by the Union members. He is an interested party, acting as power supervisor for the respondent at a higher salary than Booth's. Neither he nor anyone else showed the slightest connection between the acts and the Unions or their members. He testified that chemical analyses were made showing certain sludge to contain emery, but did not produce the analyses. Thereupon, two of the analyses were subpoenaed, and they disclosed a finding of no emery. Adams testified that he could discern fine emery in certain sludge, but an impartial chemist testified that it is impossible by unassisted natural vision to determine the existence of fine emery in a sludge containing (as does all sludge from motors and engines) iron oxides.

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 with foreign countries, and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

The Trial Examiner recommended that Harry Booth be reinstated to the position of first assistant to Adams. The respondent contends that no such position exists, although Adams testified that he had under him an assistant engineer in charge of operating. The record does not disclose exactly the duties attached to the position named by Adams. Consequently, we shall order that Booth be given the position bearing the greatest equivalency possible, under the circumstances, to that from which he was illegally discharged.

The Trial Examiner, furthermore, recommended, and we shall so order, that the respondent shall offer reinstatement to those who struck because of the respondent's unfair labor practices. The respondent complains that the effect of this rule may be to deprive of employment those persons who took the place of the strikers. The strikers struck in defense of the rights granted them by the Act, and in protest against the unfair labor practices of the respondent. We are entrusted with enforcing those rights and giving them effective application. The rule we apply does no more than that.

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. International Union of Operating Engineers, Local No. 399, and International Brotherhood of Firemen and Oilers, Local No. 7, are each labor organizations, within the meaning of Section 2 (5) of the Act.

2. The respondent, by discharging and refusing to employ Harry M. Booth, and thereby discouraging membership in labor organizations, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. The engineers in the powerhouse of the respondent's plant, on the one hand, and the firemen and oilers in the powerhouse of the respondent's plant, on the other, respectively, constitute units appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

4. By virtue of Section 9 (a) of the Act, International Union of Operating Engineers, Local No. 399, having been designated by a majority of the engineers employed by the respondent, and International Brotherhood of Firemen and Oilers, Local No. 7, having been designated by a majority of the firemen and oilers employed by the respondent, have been at all times since July 5, 1935, the exclusive representatives, respectively, of all such engineers and all such firemen and oilers for the purposes of collective bargaining.

5. The respondent, by refusing to bargain collectively with the representatives of its employees in appropriate units, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

6. The respondent, by discriminating in regard to the hire and tenure of employment of Harry M. Booth, and by refusing to bargain collectively with the representatives of its employees, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

7. 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 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, The Warfield Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist:

(a) From in any manner discouraging membership in International Union of Operating Engineers, Local No. 399, and International Brotherhood of Firemen and Oilers, Local No. 7, or any other labor organization of its employees, 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 interfering with, restraining, or coercing 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, or 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;

(c) From refusing to bargain collectively with International Union of Operating Engineers, Local No. 399, as the exclusive representative of the engineers in the powerhouse and with International Brotherhood of Firemen and Oilers, Local No. 7, as the exclusive representative of the firemen and oilers in the powerhouse, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

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

(a) Offer to Harry M. Booth immediate and full reinstatement to a position bearing the greatest equivalency possible, under the circumstances, to his former position, without prejudice to his seniority and other rights and privileges, and make whole said Booth for any loss of pay suffered by reason of his discharge, by payment to him of a sum of money equal to that which he would have earned from the date of his discharge to the date of the offer of reinstatement, computed at the wage rate at the time of discharge, less any amounts earned by him during that period;

(b) Upon application, offer to all employees who struck on July 16, 1935, immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges, dismissing, if necessary, all persons hired for the first time since July 16, 1935, to perform the work of such employees, and place those for whom employment is not available on a preferred list to be offered employment as it arises, before any other persons are hired;

(c) Make whole those employees entitled to reinstatement, pursuant to section 2 (b) herein, for any losses they may suffer by reason

of any refusal of their application for reinstatement pursuant to section 2 (b) by payment to each of them, respectively, of a sum equal to that which each would normally have earned as wages during the period from the date of any such refusal of their application for reinstatement to the date of reinstatement, less the amount, if any, which each, respectively, may earn during said period;

(d) Upon request, bargain collectively with International Union of Operating Engineers, Local No. 399, as the exclusive representative of the engineers in the powerhouse and with International Brotherhood of Firemen and Oilers, Local No. 7, as the exclusive representative of the firemen and oilers in the powerhouse, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(e) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of thirty (30) consecutive days, stating that the respondent will cease and desist as aforesaid;

(f) 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.