

IN the Matter of TRENTON-PHILADELPHIA COACH COMPANY and
AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND
MOTOR COACH EMPLOYEES OF AMERICA

Case No. C-241.—Decided March 22, 1938

Motor Bus Industry—Interference, Restraint, and Coercion: anti-union statements; persuading employees not to join union; interference with and questioning regarding; discrediting union and union organizers—*Company-Dominated Union:* domination or interference with formation or administration—*Contract:* order to cease giving effect to—*Collective Bargaining:* refusal to negotiate with union representative; dilatory tactics—*Unit Appropriate for Collective Bargaining:* eligibility for membership in both of rival organizations; history of collective bargaining relations with employer—*Representatives:* proof of choice; applications for union membership—*Discrimination:* discharge for union activity—*Reinstatement Ordered—Back Pay:* awarded.

Mr. Geoffrey J. Cunniff, for the Board.

Saul, Ewing, Remick & Saul, by *Mr. Thomas P. Mikell* and *Mr. Manus McHugh*, of Philadelphia, Pa., for the respondent.

Mr. Charlton Ogburn, by *Mr. Arthur E. Reyman*, of New York City, for the Amalgamated.

Mr. Gustave H. Wishnevsky, of Trenton, N. J., and *Mr. Philip Werner*, of Philadelphia, Pa., for the Association.

Mr. Victor A. Pascal, of counsel to the Board.

DECISION

AND
ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Amalgamated Association of Street, Electric Railway and Motor Coach Employees¹ of America, herein called the Amalgamated, the National Labor Relations Board, herein called the Board, by Stanley W. Root, Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued its complaint, dated July 17, 1937, against Trenton-Philadelphia Coach Company, Trenton, New Jersey, herein called the respondent. The complaint alleged that the respondent had engaged and was en-

¹ Amalgamated's name is as stated in exhibits

gaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), (3), and (5) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. In substance it was alleged that the respondent had terminated the employment of and had refused to employ Charles W. Daniels, John Conway, and Walter C. Johnson for the reason that they joined and assisted the Amalgamated, thereby discouraging membership in the Amalgamated and interfering with its employees in the exercise of the rights guaranteed them by Section 7 of the Act; that a majority of its employees engaged in ticket selling and operating and maintaining its busses, who constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act, had designated the Amalgamated as their agent for the purposes of collective bargaining; that the respondent had refused to bargain with the Amalgamated as the exclusive representative of all the employees in such unit; and that the respondent had caused to be organized and had dominated and interfered with the administration and operation of Trenton-Philadelphia Coach Company Drivers' and Employees' Association,² herein called the Association, a labor organization within the meaning of Section 2 (5) of the Act.

The respondent filed its answer, denying that it had engaged in unfair labor practices, and alleging that Charles W. Daniels, John Conway, and Walter C. Johnson had been discharged because of their incompetency and their inability adequately to perform the duties and tasks assigned to them.

Pursuant to notice, a hearing was held in Trenton, New Jersey, on July 29, 30, and 31, 1937, before H. R. Korey, the Trial Examiner duly designated by the Board. The Board, the respondent, the Amalgamated, and the Association 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 parties.

Subsequently, the Trial Examiner filed an Intermediate Report, dated September 16, 1937, finding 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 Act, and recommending that the respondent cease and desist therefrom, offer full reinstatement with back pay to the discharged employees, bargain with the Amalgamated, and withdraw recognition from and disestablish the Association. Exceptions to the Intermediate Report were thereafter filed by the respondent and the Association.

²The correct title of the Association is "Trenton-Philadelphia Coach Company Drivers and Employees Association."

Pursuant to notice, a hearing was held before the Board on October 11, 1937, in Washington, D. C., for the purpose of oral argument. The respondent, the Amalgamated, and the Association were represented by counsel and participated in the oral argument.

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. Those rulings are hereby affirmed. The Board has also reviewed the exceptions to the findings and recommendations of the Intermediate Report and finds such exceptions to be without merit.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Trenton-Philadelphia Coach Company, a New Jersey corporation, has its principal place of business in Trenton, New Jersey. Since 1931 it has been engaged in the business of transporting passengers and small packages by busses operated on a regular schedule between terminals in Trenton and Philadelphia, Pennsylvania. On January 13, 1936, the respondent filed an application with the Interstate Commerce Commission for a certificate to operate as a common carrier of passengers, baggage, express, and mail.

Prior to April 12, 1937, the respondent employed approximately 13 bus drivers, 3 mechanics and washers, and 4 ticket agents.

We find that the respondent in the activities above described is engaged in traffic, commerce, and transportation between New Jersey and Pennsylvania, and that the employees of the respondent engaged in ticket selling and in operating and maintaining its busses are directly engaged in such traffic, commerce, and transportation.

II. THE ORGANIZATIONS INVOLVED

Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America is a labor organization affiliated with the American Federation of Labor. It admits to membership the bus drivers, ticket agents, mechanics, and washers employed by the respondent.

Trenton-Philadelphia Coach Company Drivers and Employees Association is an unaffiliated labor organization incorporated under the laws of the State of New Jersey. It admits to membership all employees of the respondent except those engaged in a clerical or supervisory capacity.

III. THE UNFAIR LABOR PRACTICES

A. Interference, restraint, and coercion

About the middle part of March 1937 and the early part of April 1937, Alexander H. Keeler, an organizer for the Amalgamated, and his assistant, sought to organize the respondent's employees as a local of the Amalgamated. Many of the employees signed applications for membership and delivered them to Keeler and his assistant.

At the hearing, Earnest A. Killey, the respondent's treasurer, in effect, admitted that he had tried during this period to discourage the employees from becoming members of the Amalgamated. He testified that he had told Daniels, one of the bus drivers, that he did not believe in labor unions, that he "couldn't see the paid organizers taking dues from men who were not particularly interested in belonging to a union by being forced to join such a union," and that labor organizers were parasites. He further testified that he asked "probably all" of the respondent's employees if they were members of the Amalgamated.

About April 1, 1937, a meeting of the bus drivers was held in one of the respondent's busses in its yard in Trenton. The main purpose of the meeting appears to have been to discuss a request of the drivers for an increase in wages. Killey and Sidney J. Markin, the respondent's secretary and superintendent of maintenance, were present at least during part of the meeting and discussed the question of increase with the drivers. Subsequently, the increase went into effect retroactively as of April 1, 1937. Both Daniels and Johnson, one of the ticket agents, testified that, at their meeting, Killey and Markin again expressed their objection to the respondent's employees belonging to a union, although Markin denied having made the statement attributed to him by Johnson and Daniels.

John Wade, the respondent's president and major stockholder, who had been in Florida at the time of this meeting, returned on Saturday, April 10, 1937. On Monday, April 12, 1937, Daniels, Johnson, and Conway, one of the bus drivers, were discharged for the reason, as we find below, that they attempted to join and assisted the Amalgamated.

The day following the discharges a paper, which had been drawn by Killey at Wade's direction, was circulated by Markin among the respondent's employees to be signed by them. The respondent's counsel stated that this paper was destroyed as soon as it had been signed. In marked contrast to their distinct recollection as to other incidents which had occurred in the same period, Wade and Markin could not remember what the paper contained. With one exception, the present employees of the respondent who were questioned about the

contents of the paper, likewise had a suspicious and complete lapse of memory. Norman Edward Leaver, one of the respondent's employees, reluctantly testified, however, that the paper incorporated a statement to the effect that the signer would not join "any outside association" or become "affiliated with an outside association." The circulation of this paper the day after the three men had been discharged, cumulatively served to impress the respondent's hostility to the Amalgamated upon its employees.

We find that the respondent, by the acts above set forth, has interfered with, restrained, and coerced 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 or protection as guaranteed in Section 7 of the Act.

B. Interference with and domination of the formation of Trenton-Philadelphia Coach Company Drivers and Employees Association

The respondent's discharge of the three employees on April 12, 1937, because of their activity in behalf of the Amalgamated, followed by its circulation of the paper opposing an "outside" organization, prepared the ground for the formation of the Association.

Donald William Heath, a bus driver who had been employed by the respondent for more than seven years and was later elected president of the Association, was an active participant in its formation. Between April 15 and 20, 1937, he circulated a petition among the respondent's employees, partly during working hours, and requested those to sign it who desired to form an association among themselves unaffiliated with any other union. Heath and other witnesses testified that the Association was conceived and created by the respondent's employees, uninfluenced by its officers.

On the other hand, George A. Rogers, one of the respondent's ticket agents, testified, "I went to Mr. Killey and I asked him for a raise. I said as soon as Mr. Wade comes up from Florida, I would like to have a raise in pay. He said 'You will have to have it come up through your Association now.'" As Wade testified that he returned from Florida on April 10, 1937, it is clear that Killey's statement was made before the circulation of the petition by Heath between April 15 and 20, 1937. Thus an official of the respondent apparently knew of the Association and its purposes before the respondent's employees took any overt action to create it but quite evidently, foreseeing its arrival, announced his intention of dealing with it as the bargaining agency for the employees.

The signatures of all the respondent's employees to the petition were promptly secured. Gustave H. Wishnevsky, an attorney who maintained his office in the same suite as did Joseph J. Felcone, one of the respondent's attorneys and stockholders and its agent for the service of process in New Jersey, drew the Association's certificate of incorporation, which was also signed by all of the respondent's employees. The certificate was filed in the office of the Secretary of the State of New Jersey on April 29, 1937, and, the same night, the first meeting of the Association was held. This, and all subsequent meetings of the Association, were held in one of the respondent's busses parked in its yard in Trenton, where Markin could see the employees who attended. Notices of the Association's meetings were either posted or written on a blackboard in the respondent's garage in Trenton. The respondent's officers gave the Association permission to use the busses and the blackboard for these purposes.

The total cost of incorporating the Association amounted to \$54.50. Rogers, who was employed by the respondent as a ticket agent in the same room as Killey, testified that he voluntarily loaned the Association this sum by his own check and that each of the employees agreed to pay him 50 cents a week until the entire sum was repaid to him. Rogers further testified that he was not particularly interested in the formation of the Association and that he attended only one of its meetings after he had delivered his check for \$54.50, at which time his bank balance was less than \$100.

The respondent's attitude with reference to the Association is also reflected in Killey's testimony that he was opposed to labor unions, but that he liked the Association. In marked contrast to its expressed hostility to the Amalgamated, the respondent readily signed a contract with the Association. This contract recognized the Association as the bargaining agent of its employees, but did not alter their salaries or materially change their working conditions.

We find that the respondent dominated and interfered with the formation of the Association and contributed support to it, and thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

C. The discharges

Charles W. Daniels was discharged by Markin on April 12, 1937, at which time his average salary was \$20 a week. He had been employed by the respondent as a bus driver for about three years. He applied for membership in the Amalgamated on April 3, 1937. In the latter part of March or the early part of April 1937, Killey questioned him with reference to his membership in the Amalgamated and told him not to have anything to do with it. During and prior

to the early part of April 1937, Daniels sought to induce his fellow employees to join the Amalgamated and it was intended that he be president of the local when it received its charter. Markin testified that, at the time he discharged Daniels, he knew of no reason for discharging him except that he was acting pursuant to Wade's instructions. At the hearing, the respondent's witnesses stated that Daniels was discharged because he had been convicted and fined \$12.50 in December 1936 for speeding while driving a bus. It appears that the respondent advanced the amount of the fine to Daniels who repaid it at the rate of 50 cents a week. In January 1937, Daniels received a card signed by Killey and the safety engineer of the respondent's insurance company, certifying that he was an "Ace Driver, having operated a coach one year without a chargeable accident."³ On April 12, 1937, Killey gave Daniels a laudatory letter of recommendation, which stated that his services were dispensed with because of a rearrangement of the respondent's schedule.⁴ Markin admitted that other drivers employed by the respondent had been arrested for speeding, but that Daniels was the only one who had been discharged for this reason. Wade testified that he considered Daniels to be a good driver, an honest man, and a "high class" employee.

Between April 13 and 29, 1937, Daniels earned \$18. On April 29, 1937, he secured a position as a truck driver at an average salary of \$18 a week.

John Conway was discharged on April 12, 1937 by Markin and Wade, at which time his average salary was about \$24 a week. For about four years before, he had been employed by the respondent as a bus driver. Conway applied for membership in the Amalgamated on April 2, 1937, and, since the middle part of March 1937, had tried to induce other employees to become members. At the time of his discharge, Markin and Wade told Conway that he was being discharged because the respondent intended to rearrange its bus schedule and to eliminate one bus. Markin testified that, at the time Conway was discharged, this was the only reason for the discharge which he knew. Actually, no rearrangement of the bus schedule ensued. Instead, the respondent discharged Conway, Daniels, and another driver, who had been engaged temporarily, and caused their work to be performed by the remaining employees and a driver who was hired on April 12, 1937. At the hearing, the respondent gave three other reasons for Conway's discharge: (1) that he failed to wear his uniform cap; (2) that he failed to "keep his envelope straight"; and (3) that he had not obtained a New Jersey bus driver's license. Conway testified that he had not worn a uniform cap since he had been

³ Board Exhibit No. 3.

⁴ Board Exhibit No. 4.

employed by the respondent, that the respondent had not insisted that a uniform cap be worn, and that, since February 1937, Killey had known that he did not have a New Jersey bus driver's license. Wade testified that for about a year he had known that Conway had not worn the uniform cap and that for about two years he had known that Conway had not been "keeping his envelope straight." Markin testified that for more than four years he had known that Conway did not wear a uniform cap, and that he had been told that Conway had been short in his tickets for two years before his discharge. Killey testified that since March 1937 he had known that Conway did not have a New Jersey bus driver's license.

Since about June 20, 1937, Conway has been employed as an automobile driver, his earnings averaging about \$20 a week.

Walter C. Johnson was discharged by Killey on April 12, 1937, at which time his salary was \$20 a week. He had been employed by the respondent since September 1935 and was a ticket agent in its terminal. He applied for membership in the Amalgamated in the early part of April 1937, and beginning in the latter part of March 1937, spoke with most of the respondent's drivers in an effort to have them join the Amalgamated also. Killey gave him no reason for his discharge except to say that he was acting pursuant to Wade's instructions. At the hearing, the respondent stated that Johnson was discharged because he did not understand long-distance tariffs and because he used the respondent's telephone to make calls to stockbrokers during his working hours. Wade testified that it was not against the respondent's rules to use its telephone during business hours for personal purposes, that Johnson had spoken by telephone with stockbrokers since he had first been employed by the respondent, and that, although it took about three or four months for one to learn how to read long-distance tariffs, Johnson had been unable to do this during the entire time he had been employed by the respondent. Markin also testified that, on several occasions and in his presence, Johnson had spoken on the telephone about stocks. According to Johnson, Markin and Killey asked him to advise them as to which securities they should purchase.

Johnson has earned no money since his discharge.

Conclusion regarding the discharges

Daniels, Conway, and Johnson had not performed all of their duties with the degree of exactitude which an employer might have expected from ideal employees. Apparently the respondent did not consider this to be of any serious importance until after their activity in behalf of the Amalgamated commenced. They were all discharged at Wade's direction on April 12, 1937, the next business day after he

returned from Florida and, as set forth above, long after the respondent knew of their alleged derelictions. It is apparent that the respondent has advanced unsubstantial excuses to hide its motivating cause for discharging the three employees.

We find that the respondent discharged Charles W. Daniels, John Conway, and Walter C. Johnson because they attempted to join and assisted the Amalgamated and thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act. None of them has secured other regular or substantially equivalent employment since his discharge.

D. The refusal to bargain collectively

1. The appropriate unit

The complaint alleges that the employees of the respondent engaged in ticket selling and in operating and maintaining its busses constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act. This allegation was admitted by the answer. The employees in this unit, exclusive of supervisory employees, are eligible for membership in both the Amalgamated and the Association. As indicated above, the respondent entered into a collective bargaining agreement with the Association as the agent of the employees in this unit.

We find that the respondent's employees engaged in ticket selling and in operating and maintaining its busses, excluding supervisory 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 to collective bargaining and otherwise effectuate the policies of the Act.

2. Representation by the Amalgamated of a majority in the appropriate unit

As we have indicated, prior to April 12, 1937, about 20 persons were employed by the respondent in the unit which we have found to be appropriate for the purposes of collective bargaining. On that day, the respondent discharged Daniels, Conway, Johnson, and a temporary driver and subsequently hired two employees to replace them.

At the hearing, the applications for membership in the Amalgamated of 14 of the employees in this unit, which were all signed prior to April 13, 1937, were introduced into evidence. No objection was raised to the admission of the applications into evidence.

The respondent contended that the Amalgamated did not represent the employees in this unit for the reasons that membership cards in

the Amalgamated were never issued to the applicants and also that a majority of the employees had subsequently changed their bargaining agent by becoming members of the Association.

Application for membership in a labor union is of itself, in the absence of evidence to the contrary, a designation of the union as the applicant's bargaining agent.⁵ A majority of the employees in the appropriate unit having applied for membership in the Amalgamated, it follows that the Amalgamated was designated as the bargaining agent for this unit on April 13, 1937.

As we have indicated above, the Association was, in the ultimate, created by the respondent, dominated by it, and administered at its direction. Far from representing the employees, the Association was devised and administered to prevent the employees from being represented by a bargaining agent of their free choice and, in becoming members of it, the employees did not freely designate it to be their bargaining agent.

We find that on April 13, 1937, the Amalgamated was the duly designated representative of a majority of the employees in the appropriate unit. By virtue of Section 9 (a) of the Act, therefore, the Amalgamated was the exclusive representative of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

3. The refusal to bargain

Keeler testified that about April 13, 1937, he and his assistant attempted to communicate by telephone with Wade and Killey in an effort to bargain with the respondent on behalf of its employees. Wade testified that he had been too busy to speak with them when they telephoned. Killey, however, testified that he had refused to deal with Keeler as the representative of the respondent's employees.

We find that the respondent has refused to bargain collectively with the representative of its employees and thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

E. Conclusion as to the unfair labor practices

We find that the unfair labor practices in which the respondent has engaged and is engaging tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

⁵ See *Matter of Clifford M. DeKay, doing business under the trade name and style of D & H Motor Freight Company and International Brotherhood of Teamsters Chauffeurs, Stablenen and Helpers of America, Local Union No 649*, 2 N. L. R. B. 231, 237; *Matter of Elbe File and Binder Company, Inc. and Bookbinders, Manifold and Pamphlet Division, Local Union No. 119, International Brotherhood of Bookbinders*, 2 N. L. R. B. 906, 910.

THE REMEDY

The respondent fostered the organization of the Association and encouraged its employees to become members of it in an attempt to circumvent the duties imposed upon it by the Act and to thwart the exercise of the rights guaranteed to its employees by Section 7 of the Act. We shall therefore order the respondent to withdraw all recognition from the Association as an organization representing its employees for the purpose of dealing with the respondent, and to give no effect to the agreement negotiated with the Association as the bargaining agent of its employees.

As a majority of the respondent's employees in the unit which we have found appropriate designated the Amalgamated as their bargaining agent before the respondent's unfair labor practice drove them into the Association, we shall order the respondent to recognize and bargain with it as the exclusive representative of all the employees in that unit in respect to rates of pay, wages, hours of employment, or other conditions of employment.

We have found that the respondent discharged Charles W. Daniels, John Conway, and Walter C. Johnson, for the reason that they had attempted to join the Amalgamated and had otherwise exercised the rights guaranteed to them by Section 7 of the Act. We shall therefore order the respondent to offer to reinstate them to their former positions and to pay to each of them a sum of money equal to that which he would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, less the amount which he has earned during said period.

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. Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America and Trenton-Philadelphia Coach Company Drivers and Employees Association are labor organizations, within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and the tenure of employment of Charles W. Daniels, John Conway, and Walter C. Johnson, and thereby discouraging membership in Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, the respondent has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

3. By dominating and interfering with the administration of Trenton-Philadelphia Coach Company Drivers and Employees Association and by contributing support to said organization, the respondent

ent has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

4. The respondent's employees engaged in ticket selling, operating and maintaining its busses, excluding supervisory employees, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

5. Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America was on April 13, 1937, and at all times thereafter has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

6. By refusing to bargain collectively with Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America as the exclusive representative of its employees in the appropriate unit on April 13, 1937, the respondent engaged in unfair labor practices, within the meaning of Section 8 (5) of the Act.

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

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

ORDER

Upon the basis of the findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Trenton-Philadelphia Coach Company, Trenton, New Jersey, and its officers, agents, successors, and assigns shall:

1. Cease and desist:

(a) From in any manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

(b) From in any manner dominating or interfering with the administration of Trenton-Philadelphia Coach Company Drivers and Employees Association or with the formation or administration of any other labor organization of its employees and from contributing financial or other support to Trenton-Philadelphia Coach Company Drivers and Employees Association or any other labor organization

of its employees, and from recognizing Trenton-Philadelphia Coach Company Drivers and Employees Association as a bargaining agency of its employees;

(c) From in any manner discouraging membership in Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America or any other labor organization of its employes by discriminating against its employees in regard to hire or tenure of employment or any term or condition of employment;

(d) From giving effect to its agreement with Trenton-Philadelphia Coach Company Drivers and Employees Association;

(e) From refusing to bargain collectively with Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America as the exclusive representative of the employees engaged in ticket selling and operating and maintaining its busses, excluding supervisory employees.

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

(a) Offer to Charles W. Daniels, John Conway, and Walter C. Johnson immediate and full reinstatement to their former positions without prejudice to their seniority and other rights and privileges;

(b) Make whole Charles W. Daniels, John Conway, and Walter C. Johnson for any loss of pay they have suffered by reason of their discharge, by paying to each of them a sum of money equal to that which he would normally have earned from April 12, 1937, the date of his discharge, to the date of such offer of reinstatement, less the amount which he has earned during said period;

(c) Withdraw all recognition from Trenton-Philadelphia Coach Company Drivers and Employees Association 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, or other conditions of work, and completely disestablish Trenton-Philadelphia Coach Company Drivers and Employees Association as such representative;

(d) Upon request, bargain collectively with Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America as the exclusive representative of its employees engaged in ticket selling and operating and maintaining its busses, in respect to rates of pay, wages, hours of employment, or other conditions of employment;

(e) Immediately post notices in conspicuous places throughout its plant stating (1) that the respondent will cease and desist as aforesaid; (2) that the respondent withdraws and will refrain from all recognition of Trenton-Philadelphia Coach Company Drivers and Employees Association as a representative of its employees and com-

pletely disestablishes it as such representative; and (3) that the agreement signed with Trenton-Philadelphia Coach Company Drivers and Employees Association is void and of no effect; and maintain such notices for a period of at least thirty (30) consecutive days from the date of posting;

(f) Notify the Regional Director for the Fourth Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply therewith.