

In the Matter of THE GRISWOLD MANUFACTURING COMPANY and  
AMALGAMATED ASSOCIATION OF IRON, STEEL AND TIN WORKERS OF  
NORTH AMERICA, LODGE NO. 1197

*Case No. C-329.—Decided March 30, 1938*

*Stove and Furnace Manufacturing Industry—Interference, Restraint or Coercion:* denial of right to be represented by nonemployees; initiating and fostering "back-to-work" movement during strike—*Company-Dominated Union:* coercion to join; domination and interference with formation and administration; support; soliciting membership by supervisory employees; disestablished—*Unit Appropriate for Collective Bargaining:* production employees, excepting clerical and office employees, foremen and supervisory employees, and watchmen; no controversy as to—*Strike—Representatives:* proof of choice: union membership cards; comparison of with pay roll—*Collective Bargaining:* refusal to recognize as exclusive representative; agreement reached by "Plant Negotiation Committee" not free act of employees.

*Mr. Benjamin E. Gordon*, for the Board.

*Mr. W. Pitt Gifford* and *Mr. O. J. Graham*, of Erie, Pa., for the respondent.

*Mr. Bliss Daffan*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1197, herein called Lodge 1197, the National Labor Relations Board, herein called the Board, by Charles T. Douds, Acting Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued its complaint dated September 18, 1937, against The Griswold Manufacturing Company, Erie, Pennsylvania, herein called the respondent, alleging that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and notice of hearing were duly served upon the respondent, Lodge 1197, and upon the Employees' Union of The Griswold Manufacturing Company, herein called Employees' Union. On September 24, 1937, the respondent filed its answer denying all the material allegations of the complaint and setting forth certain affirmative defenses hereinafter discussed.

Pursuant to notice, a hearing was held at Erie, Pennsylvania, commencing on September 27 and concluding on October 1, 1937, before James C. Batten, the Trial Examiner duly designated by the Board. The Board and the respondent were represented by counsel and participated in the hearing. Counsel for the Employees' Union was present but stated at the beginning of the hearing that he would not participate unless he deemed it necessary. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties. At the close of the hearing, counsel for the Board moved to conform the complaint to the proof adduced. The motion was granted by the Trial Examiner.

On December 10, 1937, the Trial Examiner duly filed his Intermediate Report. He found that the respondent had engaged in the unfair labor practices alleged in the complaint. Exceptions to both the rulings and the findings of the Trial Examiner were filed by the respondent.

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

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The respondent, a Pennsylvania corporation, has its plant and office in Erie, Pennsylvania. It is engaged in the production, sale, and distribution of stoves, stove furniture, hollow ware, castings of iron aluminum, domestic cooking utensils, kitchen hardware specialties, and other cooking utensils. Twenty-five per cent of the raw materials used in the respondent's operations, including pig iron, pig aluminum, sheet and strip steel, oil, and coal, are obtained from without the State of Pennsylvania. Gross annual sales amount to approximately \$1,000,000. Ninety per cent of the finished products are shipped out of the State of Pennsylvania, total shipments per month averaging 700,000 pounds of manufactured goods. In its answer herein the respondent admits that it is engaged in interstate commerce within the meaning of the Act.

#### II. THE ORGANIZATIONS INVOLVED

Lodge No. 1197, Amalgamated Association of Iron, Steel and Tin Workers of North America, is a labor organization affiliated with the Committee for Industrial Organization, admitting to its member-

ship all production employees of the respondent, except clerical and office employees, foremen and supervisory employees, and watchmen.

Employees' Union of The Griswold Manufacturing Company is a labor organization, admitting to its membership employees of the respondent. The record does not disclose which categories of employees are eligible for membership in this organization.

### III. THE UNFAIR LABOR PRACTICES

#### A. *The chronology of events*

Lodge 1197 began organization of the respondent's employees in the latter part of January 1937. The evidence discloses that thereafter in February time and one-half for overtime work was granted. Prior to that time the employees worked as much as 60 to 72 hours a week without receiving a higher rate of pay for overtime.

By April Lodge 1197 claimed to represent a majority of the respondent's employees within an appropriate unit. On April 2, 1937, Paul Nunes, at that time an employee of the respondent, acting as spokesman, and a committee composed of members of Lodge 1197 met with Ely Griswold, vice president and treasurer of the respondent, and with Earl Snell, its plant manager. Nunes requested that an organizer of the Amalgamated Association of Iron, Steel and Tin Workers of North America, who was not an employee of respondent, be brought into this meeting, but Griswold refused, stating he did not want any one who was not an employee to take part in the discussion. The committee presented a list of the employees who were members of Lodge 1197, and requested recognition for Lodge 1197 as the bargaining representative of all the employees. R. W. Griswold, president of respondent, was out of town, and it was agreed that another meeting would be set for April 20 when he could be present.

At the meeting on April 20 both Griswolds were present, together with Snell, and the same committee from Lodge 1197. Nunes announced his resignation as an employee to accept a position with the Amalgamated Association of Iron, Steel and Tin Workers of North America. The committee presented a draft of a contract dated April 20, 1937, incorporating the demands of Lodge 1197. A general discussion followed as to the terms of this proposed contract and particularly the provisions relating to recognition of Lodge 1197 as the exclusive representative, the "check off" arrangement, vacations with pay, grievance procedure, and a \$5 minimum wage for common labor. At the conclusion of this meeting, R. W. Griswold stated, "We think we can get together on this." It was agreed by the parties that there would be another meeting on May 5.

The same parties met on May 5 and the management presented a document entitled "Declaration of Policy." W. Pitt Gifford, attorney for the respondent, was present at this meeting. The committee of Lodge 1197 objected to the document on the grounds that it did not recognize the union as the exclusive bargaining representative, contained no grievance procedure, and was not in the nature of a contract, but was a mere unilateral statement by the respondent as to its future policy regarding labor relations with its employees. R. W. Griswold stated that the respondent was willing to abide by this "Declaration of Policy" but was not willing to recognize or enter into any agreement with Lodge 1197, because under the law any employee or group of employees had a right to present grievances. After this meeting concluded with no agreement having been reached, many of the members of Lodge 1197 wanted to strike. It was finally decided, however, to await the result of a conference between the management and the committee on May 10.

At the meeting on May 10 Gifford presented a second "Declaration of Policy" on behalf of the respondent. This was not changed materially from the first, except that it made a concession to the demand of Lodge 1197 regarding the hours of work. Gifford announced that the respondent was willing to sign this document. The same objections were raised by Lodge 1197 as had been made to the previous document. Gifford stated that the respondent "was willing to do what the law required, but nothing more," and that "Chief Justice Hughes said that the Company did not have to enter into a contract." The management reiterated that it was not willing to enter into any agreement recognizing Lodge 1197 as the exclusive representative of its employees. This meeting adjourned without anything having been agreed to.

On May 12 Lodge 1197 held a meeting and the members voted 210 to 40 to strike. The principal reasons for the strike were the respondent's refusal to recognize Lodge 1197 as the exclusive representative of its employees and to enter into a written agreement. The next morning all the employees went out on strike and began to picket the plant, which immediately closed down. Further conferences were held between the management and the committee of Lodge 1197 on May 18 and 25 with representatives present from the United States Department of Labor and the Labor Board of the State of Pennsylvania. Concessions were made by the management to the demands of Lodge 1197 for an increase in wages for common labor. The management still refused to recognize Lodge 1197 as the exclusive representative of its employees and to make a written agreement.

On May 31, 1937, while the strike was still in progress, certain foremen and assistant foremen of the respondent began to ap-

proach the employees individually concerning going back to work. They were told to be at the parking lot across from the plant the next morning. At that time 15 or 20 employees appeared at the parking lot, but apparently no attempt was made to enter the plant. During the day the foremen and assistant foremen continued to approach the employees individually, advising them to attend the regular meeting of Lodge 1197 to be held that night and to vote to terminate the strike. That night at the meeting of Lodge 1197 there was considerable discussion among the members as to whether or not they would accept the second "Declaration of Policy." A vote was taken and the members voted 194 to 42 not to accept it. The strike continued.

After the union meeting two of the employees, Frank McKenna and Leland Trask, went to the home of Fred Eisert, foundry superintendent of the respondent, and a discussion ensued concerning the strike and the action of Lodge 1197. The next day these two employees with two more, Lloyd Strucken and George Heiser, returned to Eisert's house. Arrangements were made by Eisert for these employees to meet with Earl Snell at 1:30 that afternoon. At 1:30 they returned to Eisert's home and were joined by two or three other employees. Snell was there and after some discussion all agreed to meet there again that night. When they met in the evening there was a general discussion concerning reopening the plant and returning to work. Snell sent Eisert to his (Snell's) home to obtain a list of employees whom he thought would be interested in returning to work. The matter of the formation of an independent union was discussed and the union formed at the Perry Furnace Works, a neighboring Erie concern, was mentioned. Someone at the meeting suggested the need of legal advice and Snell picked up the telephone book and mentioned the name of Attorney William Washebaugh. It was suggested that Washebaugh had been the attorney who had assisted in the formation of the union at the Perry Furnace Works.

The next day, June 2, two of the men at the meeting, George Heiser and Lloyd Strucken, went to see Washebaugh and discussed the matter of the formation of an independent union. Washebaugh showed them the constitution and bylaws of the union at the Perry Furnace Works and it was agreed that these should serve as a model for the union to be formed among the respondent's employees. The fee for the legal services was mentioned, and Washebaugh stated that he was interested in independent unions, having participated in the formation of the one at Perry Furnace Works which was successful, and that they would owe him no fee unless the employees returned to work. Evidently it was agreed to call the proposed union "Employees' Union of The Griswold Manufacturing Com-

pany" because Washebaugh ordered application blanks to be used in obtaining members and told the printer to charge them to him. There is no evidence in the record that any dues were ever paid by the employees who joined the Employees' Union and it is not disclosed that there was any other source of revenue.

The men who had been present at Eisert's house on the night of June 1 began to visit the employees and to urge them to join the Employees' Union and return to work. In many instances they were accompanied by the respondent's foremen and assistant foremen, who threatened the men with loss of their jobs if they did not sign the applications for membership in the Employees' Union.

About 2 weeks after the meeting of June 1 the same group met again at Eisert's house to report the progress they were making in securing members for the Employees' Union. Snell was again present and George Heiser presented for his approval a speech which he intended to make to the employees concerning the new union. Snell approved the speech.

On June 18 the following telegram was received by many employees of the respondent:

Two hundred of your fellow workers voted to go back to work Friday morning (today). Be at the parking lot at six thirty A. M. without fail. Leave your car down the street the police will be there to protect you. Be there if you want to go back to work do not fail your fellow workers.

(Signed) EMPLOYEES' UNION OF  
THE GRISWOLD MANUFACTURING COMPANY.

Pursuant to the telegram there were from 40 to 50 of the employees at the parking lot on the morning of June 18, together with Washebaugh. Washebaugh said: "Let's go back to work, boys," and the men started toward the picket line in front of the plant. When they reached the line there was some "pushing and shoving," but the men did not enter the plant. After some discussion it was agreed between the members of Lodge 1197 and the Employees' Union that they would meet at the court house. At this meeting a written agreement was entered into between Lodge 1197 and the Employees' Union that a negotiating committee composed of members of both unions would negotiate with the management of the respondent on June 23, 1937, concerning the original contract submitted by Lodge 1197 on April 20.

In accordance with the agreement, negotiations between the joint committee and the management began on June 23 in the presence of the late C. L. Richardson, conciliator from the United States Department of Labor. The provisions of the proposed contract submitted by Lodge 1197 on April 20 were discussed one at a time.

After two days of negotiations all of the original demands of Lodge 1197 were discussed and some of them agreed to. On June 25 the terms agreed on were reduced to writing and signed by R. W. Griswold for the respondent, in his capacity as president, and by the original negotiating committee of Lodge 1197, excepting Nunes, designated in the document as the "Plant Negotiation Committee." This document was styled "Memorandum of Understanding." Request was made at the time for the committee to sign as representing Lodge 1197 but the management refused to agree to this. Consequently, no reference is made to Lodge 1197 in the written instrument. In accordance with the terms of the understanding, the plant was reopened and all the employees returned to work.

*B. Domination of and interference with the Employees' Union*

The Employees' Union of The Griswold Manufacturing Company was inseparably linked with a "back-to-work" movement which originated and was sponsored by the agents of the respondent a few weeks after the strike of May 13, 1937.

While Griswold and Snell both denied that they had been parties to or had anything to do with the back-to-work movement, Fred Eisert, foundry superintendent, admitted that certain supervisory employees of the respondent had told Gordon, attorney for the Board, in his presence, that they had seen a number of employees on May 31 and requested that they be present at the parking lot on the next day to return to work. He also admitted that he had seen 40 or more employees on June 1 and urged them to attend the meeting of Lodge 1197 to be held that night and to vote to end the strike. On this occasion Eisert took with him an employee who spoke Polish to act as interpreter in approaching the Polish employees. Coppersmith and Anderson, both supervisory employees of the respondent, were identified by several witnesses as having approached, in the same manner, a number of the employees on May 31 and afterwards to solicit membership in the Employees' Union. It was admitted that these two men were still in the employ of the respondent in supervisory capacities, but neither took the stand to deny that they had participated in the matter. It is clear from the record that a number of supervisory employees of the respondent, including Eisert, began to approach the employees individually on May 31, 1937, in an effort to get them to return to work and thus break the strike, and that they continued their efforts after the first unsuccessful "back-to-work" movement on the morning of June 1.

This activity on the part of the respondent's agents was a preliminary to the formation of the Employees' Union. While the June 1 back-to-work movement initiated by the respondent failed, the

Employees' Union was launched to accompany the second back-to-work movement. It is true that Fred Eisert testified that McKenna and Trask, two of the respondent's employees, came to him unsolicited after the union meeting of June 1 to discuss their dissatisfaction with Lodge 1197. Since neither of these employees testified at the hearing, other than Eisert's testimony the record does not disclose the reason why they sought Eisert's advice. It is reasonable to suppose, however, that Eisert's active participation in the original back-to-work movement at least influenced their decision to seek advice from him.

George Koehler, Lloyd Strucken and George Heiser, all employees who joined the Employees' Union, testified at length regarding the subsequent meetings of the employees on June 2 and thereafter at Eisert's home. They are in accord that at all of the meetings while Snell and Eisert were present the matter of the formation of an independent union was fully discussed. While Snell denied that he had participated in the meetings, other than being present, both he and Eisert admitted that he had sent Eisert to his home to obtain a list of employees who would be "interested" in joining the proposed union. Some of the witnesses testified that Snell had suggested the employment of William Washebaugh as the attorney to assist in the formation of the union. Snell denied that he suggested Washebaugh, but admitted that he picked up the telephone book and named several attorneys, among them Washebaugh, and that the men had decided upon Washebaugh. While there is some conflict in the testimony as to whether or not Snell directly suggested Washebaugh, his admitted actions, under the circumstances, were tantamount to the actual selection of Washebaugh.

The evidence further discloses that the fostering of the Employees' Union by the respondent's agents did not terminate with participation in its formation. A number of the employees testified without contradiction that between the period from June 1 to June 18 they were approached by the respondent's foremen, usually accompanied by a member of the Employees' Union, and were requested to join the new union. In nearly all these cases the request was accompanied by a threat from the respondent's official that the employee would lose his job if he did not sign an application. While Eisert denied his own participation in this activity, none of the other supervisory employees of the respondent denied theirs. This activity on the part of the respondent's agents continued apparently through the general back-to-work movement of June 18.

We find that by the above-described acts the respondent dominated and interfered with the formation of the Employees' Union in June 1937, and at all times thereafter dominated and interfered with its administration and contributed support to it; and by such acts has

interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

*C. The refusal to bargain collectively*

1. The appropriate unit

The complaint alleges that all the production employees of the respondent, except clerical and office employees, foremen and supervisory employees, and watchmen, constitute a unit appropriate for the purposes of collective bargaining. In its answer the respondent alleges that clerical and office help, and all other employees, except foremen and those acting in a supervisory capacity, should be included in the unit.

At the hearing no evidence was introduced by the respondent in support of its contention as to the appropriate unit. The "Memorandum of Understanding" dated July 25, 1937, which the respondent agreed to, discloses that: "The term employee as used in this plan shall not include foremen, assistant foremen, or supervisors in charge of any class of labor or any salaried employees (clerical and office employees on salary basis)." It further provides, "The employment of watchmen, power house employees, maintenance men, and their hours of work shall be regulated by the management as occasion for their services may require directly with the employee involved." It is evident from this statement and from the entire record that during the course of discussion between the parties no controversy existed as to the appropriate unit, both parties agreeing that the unit alleged in the complaint is appropriate.

We find that the production employees of the respondent, excepting clerical and office employees, foremen and supervisory employees, and watchmen, constitute a unit appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, and that such a unit insures to the employees the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuates the policies of the Act.

2. Representation by Lodge 1197 of a majority in the appropriate unit

At the hearing, by agreement, representatives of the respondent and Lodge 1197 checked membership cards in Lodge 1197 with the pay roll of the respondent. This check disclosed that on April 2, 1937, of approximately 370 employees in the appropriate unit, 330 were members of Lodge 1197. No evidence was introduced by the respondent to dispute this evidence of membership, and Ely Griswold testified that the respondent at no time during its course

of dealing with Lodge 1197 had questioned the fact that it represented a majority of the employees within the appropriate unit.

We find that on April 2, 1937, and at all times thereafter, Lodge 1197 was the duly designated representative of a majority of the employees in an appropriate unit and, pursuant to Section 9 (a) of the Act, was the exclusive representative of all the employees in such unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

### 3. Refusal to bargain

As a defense to the charge of refusal to bargain, the respondent contended that it had at all times met with representatives of Lodge 1197 and had bargained with them; and that on June 25, 1937, as a result of collective bargaining between it and Lodge 1197, an "accord and understanding" was reached.

While it is true that respondent was at all times willing to meet with representatives of Lodge 1197, and did do so on a number of occasions, we do not think by these meetings it fulfilled its obligation under the law. Since it is undisputed that Lodge 1197 was the duly designated bargaining agency of the respondent's employees, it was incumbent upon the respondent's officials to recognize this fact and to negotiate exclusively with this agency. The evidence establishes that the respondent's officials at all times refused to negotiate with the committee of Lodge 1197 as a representative of the Union, but chose instead to treat the committee as a committee of its employees. It is clear that it was the intention of the respondent from the beginning not to recognize Lodge 1197, and thus discourage and prevent any successful unionization of its employees. By treating the committee of Lodge 1197, not as a representative of the Union, but as a committee of its employees, the respondent denied its employees the right to select the agency to negotiate for them as guaranteed by the Act.

To meet and negotiate with a committee of employees while deliberately withholding union recognition does not satisfy the requirements of the Act. The paramount importance of the fact of union recognition alone in securing collective bargaining has been asserted repeatedly in our decisions.<sup>1</sup>

The strike called on May 14 was primarily based on the respondent's refusal to recognize Lodge 1197 as the exclusive representative of its employees. By virtue of the formation of the Employees' Union, the "back-to-work" movement, and the subsequent execution of the "Memorandum of Understanding" of June 25, 1937, coupled with its

<sup>1</sup> See *In the Matter of United States Stamping Company and Enamel Workers Union*, No. 18630, 5 N. L. R. B. 172.

continued refusal to recognize Lodge 1197 as the exclusive representative of its employees, the respondent succeeded in breaking the strike without once receding from the position taken at the first meeting between the parties.

An examination of the facts surrounding the execution of the "Memorandum of Understanding" of June 25, 1937, establishes that it does not represent the result of collective bargaining between the respondent and Lodge 1197, as contended by the respondent. On the contrary, the record conclusively shows this instrument to be the direct result of the respondent's interference with its employees' right to bargain collectively through representatives of their own choosing. During the attempt to break the strike, a written agreement was entered into on June 18, between the two unions whereby it was agreed that a committee composed of members of both unions should attempt further negotiations with the respondent on June 23. It is obvious that this was not a voluntary act on the part of Lodge 1197 but was compelled by reason of the sentiment that had been engendered against a continuation of the strike through the efforts of the respondent's agents. This is especially true because of the additional fact that the Employees' Union not only represented a minority of the employees, but also because it was a company-dominated organization. Hence, the "Memorandum of Understanding" of June 25, in which Lodge 1197 was still denied recognition, in no sense represented the result of genuine collective bargaining with Lodge 1197.

To summarize, the record establishes that the respondent at all times denied Lodge 1197 formal recognition as the exclusive bargaining representative of its employees; and after June 1 sought to undermine Lodge 1197 as the employees' bargaining agency by sponsoring the Employees' Union and by compelling negotiations participated in by the company-dominated Employees' Union which was not the representative of a majority of the respondent's employees.

Accordingly, we find that the respondent on April 2, 1937, and at all times thereafter, refused to bargain collectively with Lodge 1197 as the exclusive representative of its employees in respect to rates of pay, wages, hours of employment, and other conditions of employment.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICE UPON COMMERCE

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

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 Iron, Steel and Tin Workers of North America, Lodge No. 1197, and Employees' Union of The Griswold Manufacturing Company are labor organizations, within the meaning of Section 2 (5) of the Act.

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

3. Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1197, was on April 1, 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.

4. By refusing and continuing to refuse to bargain collectively with Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1197 as the exclusive representative of its employees in the above-stated unit, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

5. By dominating and interfering with the formation and administration of the Employees' Union of The Griswold Manufacturing Company and by contributing support to said organization, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

6. 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 in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

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

#### ORDER

On 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 Griswold Manufacturing Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist:

(a) From refusing to bargain collectively with Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge

No. 1197, as the exclusive representative of all its production employees, except clerical and office employees, foremen and supervisory employees, and watchmen;

(b) From dominating or interfering with the administration of the Employees' Union of The Griswold Manufacturing Company, or with the formation and administration of any other labor organization of its employees, and from contributing support to the Employees' Union of The Griswold Manufacturing Company, or to any other labor organization of its employees;

(c) From in any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, 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 Act.

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

(a) Upon request, bargain collectively with the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1197, as the exclusive representative of all its production employees, except clerical and office employees, foremen and supervisory employees, and watchmen, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Withdraw all recognition from the Employees' Union of The Griswold Manufacturing Company as representative of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish the Employees' Union of The Griswold Manufacturing Company as such representative;

(c) Post immediately notices to its employees in conspicuous places throughout its plant, and maintain said notices for a period of thirty (30) consecutive days, stating (1) that the respondent will cease and desist as aforesaid, and (2) that the respondent withdraws and will refrain from recognition of the Employees' Union of The Griswold Manufacturing Company as a representative of its employees for the purpose of dealing with respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablishes it as such representative;

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