

In the Matter of M. AND M. WOOD WORKING COMPANY and PLYWOOD
AND VENEER WORKERS UNION LOCAL NO. 102, AFFILIATED WITH
INTERNATIONAL WOODWORKERS OF AMERICA

Case No. C-345.—Decided April 1, 1938

Woodworking Industry—Interference, Restraint, or Coercion—Discrimination: discharge of employees under "closed shop" contract where contract is made with local union and local union has changed name and affiliation—*Reinstatement Ordered—Back Pay:* not awarded because of uncertainty shrouding employer's rights under contract.

Mr. G. L. Patterson and Mr. Thomas P. Graham, Jr., for the Board;
Mr. Robert L. Sabin, Jr., of Portland, Oreg., for the respondent.
Mr. Ben Anderson, of Portland, Oreg., for Local No. 102.
Mr. C. W. Robison, of Portland, Oreg., for Local No. 2531.
Mr. Julius Schlezinger, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Plywood and Veneer Workers Union, Local No. 102, herein called Local No. 102, the National Labor Relations Board, herein called the Board, by Charles W. Hope, Regional Director for the Nineteenth Region (Seattle, Washington), issued its complaint dated December 8, 1937, against M. and M. Wood Working Company, 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) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act, in that the respondent had refused to reinstate, following a temporary shut-down of its plywood plant in Portland, Oregon, employees who failed to maintain membership in Local Union No. 2531 of the United Brotherhood of Carpenters and Joiners of America, herein called New Local No. 2531.¹ The complaint and

¹ A supplemental complaint naming approximately 425 of the employees denied reinstatement was issued by the Regional Director on December 29, 1937. The complaint was subsequently dismissed at the hearing in regard to L M Jolley, one of the persons named therein.

accompanying notice of hearing were duly served upon the parties. The respondent filed an answer to the complaint in which it denied that it had engaged in unfair labor practices.

Pursuant to the notice, a hearing was held at Portland, Oregon, from January 4 to January 18, 1938, before Jesse E. Jacobson, the Trial Examiner duly designated by the Board. At the commencement of the hearing, a motion to intervene by New Local No. 2531 was granted. The Board, the respondent, Local No. 102, and New Local No. 2531 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 to all parties. By agreement of the parties, seven volumes of testimony taken in another proceeding involving the same parties, before a Special Master of the United States District Court for the District of Oregon, together with the pleadings in such other proceeding, certain exhibits, the report of the Special Master and his findings of fact and conclusions of law, and the opinion of the Court, were made a part of the record of this proceeding.² At the conclusion of the hearing, motions to amend the complaint and the answer to conform to the proof were granted. At the conclusion of the Board's case and again at the conclusion of the hearing, the respondent moved to dismiss the complaint. The motions were denied by the Trial Examiner and exceptions taken. During the course of the hearing exceptions were also taken by the parties to various other rulings of the Trial Examiner on motions and on objections to the admission of evidence. The Board has reviewed these rulings and finds that no prejudicial errors were committed. All rulings of the Trial Examiner are hereby affirmed.

At the conclusion of the hearing the respondent moved to dismiss the complaint as to all persons listed therein whose names do not appear in Board Exhibits P and Q.³ Ruling on this motion was reserved by the Trial Examiner. The motion is hereby denied.

By order of the Board, dated January 12, 1938, the proceeding was transferred to and continued before the Board in accordance with Article II, Section 37, of the Rules and Regulations. On January 25, 1938, after notice to the parties, a hearing for the purpose of oral argument was held before the Board, in which the respondent, Local No. 102, and the United Brotherhood of Carpenters and Joiners of America participated.

² *M. and M. Wood Working Co., a corporation v Plywood and Veneer Workers Local Union No 102, affiliated with International Woodworkers of America of the C I O, et al*, U. S. Dist Ct., D. Ore., decided January 10, 1938

³ These exhibits contain the names of the persons listed in the complaint who have expressed a desire to be reinstated to their former employment and who have not received substantially equivalent employment elsewhere.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The M. and M. Wood Working Company, an Oregon corporation having its principal office at Portland, Oregon, is engaged in the manufacture of different wood products. It operates in the city of Portland, two door plants under its own name,⁴ a plant for the manufacture of wood tank and pipe under the name of the National Tank & Pipe Company, and a plywood plant under the name of the Plylock Corporation. Under the name of M. and M. Plywood Company, it operates another plywood plant at Longview, Washington. The Plylock Corporation and the M. and M. Plywood Company manufacture approximately 15 per cent of the plywood produced in the United States.

The only plant of the respondent involved in this proceeding is that of the Plylock Corporation, herein called the Plylock plant. Douglas fir plywood products and various specialty items such as Rezo doors, hot-plate plywood, vertical-grain panels, vertical-grain cupboard stock, Philippine mahogany panels, and Philippine mahogany Rezo doors are manufactured in the Plylock plant. The Plylock plant has a monthly capacity of about 6½ million feet and employs approximately 515 men.

The principal raw materials processed at the Plylock plant are Douglas fir logs. Approximately 40 per cent of these logs are obtained by the respondent from the State of Washington and the other 60 per cent from Oregon. The raw materials for the manufacture of vertical-grain products and Rezo doors are purchased in Washington and those for the production of Philippine mahogany products are imported from the Philippine Islands. The respondent also consumes a large quantity of glue in the manufacture of plywood. It manufactures a portion of this glue from raw materials imported from Belgium and purchases the remainder from concerns located in Washington, New York, and Pennsylvania.

More than 90 per cent of the products produced at the Plylock plant are shipped to customers located outside the State of Oregon. These products are sold by the respondent directly, and through territorial representatives located in Los Angeles, California, Detroit, Michigan, New York, New York, and Biloxi, Mississippi, to jobbers throughout the United States. The respondent also ships products of the Plylock plant to the Fisher Body Corporation in Seattle, Washington, the Seaman Body Corporation in Milwaukee, Wisconsin,

⁴ The respondent operates a glue factory at one of these plants.

and to the various distribution warehouses throughout the country of Reed's Lumber & Veneer Company and Montgomery Ward & Company.

The respondent also owns 15.8 per cent of the stock of Pacific Forest Industries, a Washington corporation organized as an export monopoly under the Webb-Pomerene Act, through which all of the plywood produced in the United States for foreign consumption is sold. Through the Pacific Forest Industries it annually sells from 12 to 16 million feet of plywood to various foreign countries, 8 to 10 million of which is manufactured at the Plylock plant.

II. THE UNIONS

Local Union No. 102 of the International Woodworkers of America is a labor organization affiliated with the Committee for Industrial Organization. It admits into membership all of the employees of the respondent at the Plylock plant excepting shift foremen.

Local Union No. 2531 of the United Brotherhood of Carpenters and Joiners of America is a labor organization affiliated with the American Federation of Labor. It, also, admits into membership all of the employees of the respondent at the Plylock plant excepting shift foremen.

III. THE UNFAIR LABOR PRACTICES

A. *Background of the dispute*

Organization among the employees at the Plylock plant first began in May 1934. At that time a union was formed which affiliated with the American Federation of Labor as Federal Local No. 19487. It grew rapidly and within a few months succeeded in obtaining as members practically all the workers at the plant.

Early in 1935 the American Federation of Labor granted to the United Brotherhood of Carpenters and Joiners of America, herein called the Carpenters' Union, jurisdiction over all persons employed as woodworkers. Federal Local No. 19487 thereupon became Local No. 2531 of the Carpenters' Union.⁵

On February 1, 1936, the Plylock Local,⁶ now known as Local No. 2531 of the Carpenters' Union, entered into a written contract with the respondent covering hours, wages, and other conditions of employment. Under the terms of the contract the Local was recognized as the collective bargaining agency for its members.

⁵ The record discloses that there was considerable dissatisfaction at the time among the members of the Plylock Local over their transfer to the Carpenters' Union.

⁶ The term "Plylock Local" as used herein refers to the local union at the Plylock plant which was organized as Federal Local No. 19487, then became Local No. 2531 of the Carpenters' Union, and subsequently, as we hereafter find, became Local No. 102 of the I. W. A.

On May 3, 1937, following several weeks of negotiations, the Plylock Local entered into a new contract with the respondent. Under this contract the Local obtained several valuable concessions, including seniority rights, a substantial wage increase, and an agreement for the arbitration of grievances. The contract also contained a "closed shop" provision requiring the respondent to employ only members of the Local in good standing. The contract was to run until March 1, 1938.

During May and June 1937, the members of the Plylock Local began considering the advisability of terminating their connection with the Carpenters' Union and affiliating with the Committee for Industrial Organization, then engaged in an organization drive among the woodworkers of the Pacific Northwest. At a meeting held on June 30, 1937, the Local decided to take a secret ballot on the question of affiliation. The members cast their votes in the union hiring hall during the first 2 weeks of July. The sealed ballot boxes were then sent to a convention of the Federation of Woodworkers which was held from July 15 to July 19 at Tacoma, Washington. Other locals which had voted on the question also forwarded their ballots to the convention.

The ballots were counted at the convention. An overwhelming majority of them, including 89 per cent of those cast by the Plylock Local, were in favor of affiliating with the Committee for Industrial Organization. International Woodworkers of America, herein called the I. W. A., an international union composed of workers in the various branches of the lumber industry, was then set up as an affiliate of the Committee for Industrial Organization. The Plylock Local subsequently ratified the action of the Convention and requested a charter from the I. W. A.

About the middle of August, Neil Malarkey, the respondent's vice president, was informed by members of the Local's executive committee that the employees of the Plylock plant were in favor of the C. I. O. and that the Plylock Local intended installing an I. W. A. charter. Malarkey did not raise any objection at that time. However, following the receipt of telegrams during the last week in August from various customers stating that, because of a boycott by the Carpenters' Union, they would be unable to use the respondent's products if its employees went C. I. O., Malarkey became disturbed about the situation.

On August 31 the plant was shut down for about 2 hours to enable the employees to attend a meeting at which they were addressed by representatives of both the Carpenters' Union and the I. W. A. At this meeting the members of the Local voted overwhelmingly in favor of the I. W. A., and more than 300 of them signed I. W. A. application cards that day.

On September 1 the respondent received a telegram from A. W. Muir, vice president of the Carpenters' Union, stating that a boycott had been placed upon its products by the Carpenters' Union. A similar boycott which had been instituted against several Portland sawmills appeared to be quite effective, and the respondent, considerably alarmed, informed the Local's executive committee that it would be unable to operate in the face of such a boycott. The respondent further informed the Local that under the terms of the contract of May 1937 the respondent would be unable to employ workers who did not retain membership in good standing in Local No. 2531 of the Carpenters' Union.

It appears that during the first week in September conferences were held almost every day between the respondent's officials and the executive committee of the Plylock Local. The respondent took the position that if the Local installed an I. W. A. charter it would not be able to operate the Plylock plant because of the boycott and that if it did operate the plant it would not be able to employ persons who had failed to maintain membership in Local No. 2531 of the Carpenters' Union. With the Local's permission, copies of the telegrams concerning the boycott which had been received by the respondent were posted on the bulletin boards within the plant. During this same period, members of the executive committee received conflicting advice from several attorneys whom they had consulted with respect to the question of whether a change in affiliation would be a violation of the contract. Finally, on September 8, the respondent shut down the Plylock plant and informed the Local that it would not reopen until the latter definitely determined its position in regard to affiliation.

On September 9 the Plylock Local decided by a vote of 210 to 203 to install an I. W. A. charter on Sunday, September 12. The closeness of the vote appears to have been due largely to the position which the respondent had taken with respect to the contract and the fear on the part of many workers that the plant would remain closed if the Local changed its affiliation during the life of the contract.

The Plylock Local held its last meeting as an affiliate of the Carpenters' Union on September 12, 1937. At this meeting, attended by about 450 of the 500 members of the Local, a motion to install an I. W. A. charter immediately was carried with but 7 dissenting votes, and one to close the Local's affiliation with the Carpenters' Union was passed with but 1 dissenting vote. The new charter was thereupon installed and the Plylock Local became Local No. 102 of the I. W. A. By a motion from the floor all of the officers of Local No. 2531 were retained. A resolution was passed stating the intention of the Local to carry out under its new name the provi-

sions of the contract. Following the meeting, the charter of Local No. 2531 was mailed to the Carpenters' Union at its national offices in Indianapolis, Indiana, and a copy of the above resolution was presented to the respondent. Apparently some 39 members of Local No. 2531 did not sign applications for membership in the I. W. A.

Several more conferences were held during the 2 weeks following the meeting of September 12 between the respondent and the executive committee of the Local. No progress was made, however, toward a solution of the controversy. In the meantime Randolph Dodge, the only member of the Plylock Local who had voted against the severance of affiliation with the Carpenters' Union, began recruiting other employees of the plant in an attempt to reorganize Local No. 2531. He was assisted in this task by Bert Sleeman, the representative of the Carpenters' Union in Portland, to whom the charter of Local No. 2531 had been sent by the Carpenters' Union after its receipt at the national offices in Indianapolis. About September 21 Dodge informed Malarkey that he had between 40 and 50 Plylock employees who were willing to return to work as members of Local No. 2531 of the Carpenters' Union. Thereupon, on September 23, Malarkey mailed a notice to each employee on the pay roll of September 8, stating that the respondent intended to reopen the Plylock plant with members of Local No. 2531 and that it was requesting Local No. 2531 to advise it as to which workers were members in good standing of such Local.

About the same time that the respondent mailed the notice referred to above, Dodge's committee, consisting of himself and three other members of former Local No. 2531, mailed cards to 248 employees of the Plylock plant, announcing a meeting on September 25 at the American Federation of Labor Temple in Portland. Dodge testified that the persons selected were ones whom his committee and several foremen assisting them believed were in favor of "living up to the contract".

Thirty-one persons, two of whom left, were present at the meeting of September 25. Temporary officers were appointed by Sleeman and the group decided to "reorganize" Local No. 2531. Additional meetings were held on September 27 and 29. At the meeting of September 27 a new oath of allegiance to the Carpenters' Union was administered to those present. About October 1 Sleeman presented the charter of Local No. 2531 to the business agent of New Local No. 2531.

The Plylock plant reopened on October 6 with about 50 workmen supplied by New Local No. 2531. Local No. 102 immediately placed a picket line around the plant and forced it to shut down again on October 11. The plant, under heavy police protection, reopened for

the second time on October 14. It was operating at the time of the hearing in this case.

B. *The contract*

The complaint alleges that the refusal of the respondent to retain in its employ after September 7, 1937, persons who failed to maintain membership in good standing in Local No. 2531 of the Carpenters' Union constituted an unfair labor practice within the meaning of Section 8 (1) and (3) of the Act. The respondent denies that such refusal constituted an unfair labor practice and contends that it was obligated to refuse employment to such persons by the "closed shop" provision of the contract of May 3, 1937. This provision reads as follows:

The Company recognizes the fact that all its employees are members of the Union. The Company recognizes the Union as representing, for the purpose of collective bargaining, all of its employees except those acting as shift foreman and in the plant office and not paid on an hourly basis not at present in the Union, or any replacement of such personnel. It is the desire of the parties hereto that the employees covered by this agreement shall maintain membership in good standing in the Union. In order that this desire may be effectuated, and in order that the Union may discipline its members for the effective operation of this agreement, the Company agrees to release from its employ any person who fails or refuses to maintain membership in good standing in the Union.

The question is whether, after the action taken by the Plylock Local and the other events described above, the respondent was justified by the contract in refusing to retain in its employ those persons who were not members of New Local No. 2531. In our opinion the respondent was not so justified and its actions constitute discrimination against its employees contrary to Section 8 (3) of the Act.

In the first place it is plain that the contract was made with the Plylock Local. The contract states in its preamble that the parties thereto are the respondent and "Plywood & Veneer Workers Union No. 2531, affiliated with the United Brotherhood of Carpenters and Joiners, hereinafter known as the Union". The contract was negotiated on behalf of the Union by representatives of Local No. 2531 and of the Plywood District Council.⁷ Bert Sleeman, the representative of the Carpenters' Union in Portland, Oregon, affixed his signa-

⁷The Plywood District Council is a council of the various locals in the plywood industry in Washington and Oregon. At the time the contract was negotiated it was affiliated with the Carpenters' Union. Since the formation of the I. W. A., however, it has transferred its affiliation to the latter organization.

ture to the respondent's copy of the contract several weeks after May 3 but did not sign the Local's copy of it. It is thus clear that the reference to the Carpenters' Union in the preamble of the contract is merely descriptive of the Local. The Plylock Local, and not the Carpenters' Union, was a party to the contract and the Plylock Local is the union referred to in the "closed shop" provision.

It also seems clear to us that the Plylock Local legally withdrew from the Carpenters' Union in accordance with the terms of the constitution of the Carpenters' Union. That constitution provides: "A Local Union cannot withdraw from the United Brotherhood or dissolve so long as ten members in good standing object thereto." At the meeting on September 12 when, after a series of meetings and much discussion, the Plylock Local took final action upon the question of continuing its affiliation with the Carpenters' Union, only one member of the Plylock Local voted against the motion to sever all connections with the Carpenters' Union. Immediately thereafter the Plylock Local returned its charter to the Carpenters' Union. While it is true that 39 members of Local No. 2531 never joined Local No. 102 of the I. W. A., no formal objection to the withdrawal of affiliation was ever made by any member of Local No. 2531 except the lone dissenter at the September 12 meeting. Under any practical interpretation of the provision above quoted we must conclude that on September 12 the Plylock Local legally severed its affiliation with the Carpenters' Union.⁸

Thereafter the Plylock Local installed the charter of Local No. 102 of the I. W. A. The membership of Local No. 2531 almost unanimously constituted the membership of Local No. 102 and the officers of the one were retained as officers of the other. Local No. 102 then formally recognized the continued existence of the contract by acknowledging to the respondent, immediately upon the adoption of its I. W. A. charter, its intention to carry out the provisions of the agreement.

It is not necessary to decide here, however, whether or not the contract remained in force with the Plylock Local after the change in name and affiliation. If the contract continued as a valid contract with Local No. 102, as the successor of Local No. 2531, plainly the respondent had no authority thereunder to require membership

⁸ The constitution of the Carpenters' Union provides that if a local union withdraws or is dissolved, it must forward all its property, books, charter, and funds to the General Secretary of the Union. The Plylock Local, upon its change in affiliation, did not forward its books and funds to the General Secretary in accordance with this provision. It seems clear, however, that compliance with this provision is not a prerequisite to withdrawal or dissolution. The failure of the Plylock Local to forward its books and funds to the General Secretary raises merely a question between the private parties involved and has no bearing upon the issue of withdrawal of affiliation.

in New Local No. 2531 as a condition of employment.⁹ On the other hand, if the contract expired as a result of withdrawal of the Plylock Local from the Carpenters' Union, the respondent likewise cannot rely upon the contract as justification for requiring membership in New Local No. 2531. In either event the respondent's activities constitute unlawful discrimination against its employees contrary to Section 8 (3) of the Act.

Under the foregoing view of the case it is unnecessary to determine, and we do not here determine, the status of a valid contract where the officers and virtually the entire membership of the local union with which the contract was made vote to withdraw affiliation from the parent body, though such withdrawal is not effected strictly in accordance with the constitution of the parent body or the charter of the local union. Nor do we here determine the status of a valid contract where the union with which the contract was made continues in existence under the same name and affiliation but a majority of the employees in the bargaining unit have shifted their allegiance to another union.

The United States District Court for the District of Oregon, in passing upon a motion by the respondent for a temporary injunction to restrain Local No. 102 from picketing the plant, has taken a somewhat different view of the rights of the parties under the

⁹ It is interesting to note that in *World Trading Corp. v. Kolchin*, N. Y. Sup. Ct., N. Y. County, Special Term Part III, decided January 19, 1938, the Court held that an employer who had entered into a contract with a local union affiliated with the American Federation of Labor could not escape its obligations under such contract because of the local union's severance of its connection with the American Federation of Labor and transfer of its allegiance to the Committee for Industrial Organization. The Court said:

It is plaintiff's contention that by so doing (transferring its affiliation) the defendant changed its nature and in legal contemplation became a different entity. With this argument the court cannot agree. As admonished by *Kelso v. Cavanagh* (137 Misc. 653), it must be held that defendant (local union) is still the same union. Its identity, structure, operation, constitution, bylaws, officers and membership are still the same as they were when the agreement was made. Only its affiliation and name have changed. The power to collect dues and distribute surplus is still in the same hands and belongs to the same legal entity. Abundant authority can be marshaled in support of the proposition that severance or change of affiliation of a local union with the parent body does not alter the identity or take away the rights and responsibilities of the local. In *Oakes on Organized Labor and Industrial Conflicts*, page 90, we read: "The identity of a local union is not affected by its withdrawal from one general organization and its affiliation with another." In a sister jurisdiction, *Shipwrights, Joiners & Caulkers Association Local 2, of Seattle v. Mitchell* (60 Wash. 529) it was held that "regardless of the change in membership, and the changes in its affiliations, the association itself has remained the same." In consequence no approval can be given plaintiff's (employer) argument that change of affiliation from the American Federation of Labor to the Committee for Industrial Organization has altered the nature and structure of the defendant.

See also *Cassetana, etc. v. Filling Station Operators' Union Local Union No. 410*, Superior Court of California, San Francisco County, decided December 28, 1937, reported in *Labor Relations Reports*, Vol. I, No. 19.

contract.¹⁹ The Court takes the position that the respondent was not bound to accede to the change of affiliation from A. F. of L. to C. I. O.; that the withdrawal of the membership of Local No. 2531 from the Carpenters' Union did not destroy Local No. 2531 since the Local could not destroy itself without the consent of the parent union; that irrespective of whether Local No. 2531 remained in existence the employees who joined Local No. 102 were not members in good standing of Local No. 2531 and therefore respondent had the right to discharge them. We cannot agree with this view. As already stated, it is not necessary to determine whether the contract was binding on the respondent after the change of affiliation from A. F. of L. to C. I. O. As to the destruction of Local No. 2531, we think it plain that the constitution of the Carpenters' Union expressly contemplated that local unions could withdraw from affiliation; that the Plylock Local followed the correct legal procedure and did so withdraw; and that this being so, Local No. 2531, as affiliated with the Carpenters' Union, ceased to exist and New Local No. 2531 cannot be considered the same organization. Nor can we agree with the argument that the respondent had the right to discharge its employees because they did not maintain good standing in Local No. 2531. We are of the opinion that either Local No. 102 succeeded to the rights of Local No. 2531 under the contract, in which case only membership in Local No. 102 was required, or, Local No. 2531 being extinct, the contract provision was no longer in force.

We find that the respondent refused to retain at work after September 12, 1937, employees who failed to maintain membership in good standing in New Local No. 2531 of the Carpenters' Union. By such conduct the respondent has discriminated against its employees in regard to hire and tenure of employment, 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.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

¹⁹ *M. and M. Wood Working Co., a corporation v. Plywood and Veneer Workers Local Union No. 102, affiliated with International Woodworkers of America, et al., supra.*

V. THE REMEDY

The employees who were refused reinstatement by the respondent after September 8, 1937, because of their failure to maintain membership in good standing in Local No. 2531 of the Carpenters' Union, having lost their jobs as a result of an unfair labor practice, would normally be entitled to reinstatement with back pay. However, their discharge was due in this case to the respondent's belief that it was required to deny them employment by the contract of May 1937. The legal rights and obligations of the parties under the contract have been involved in doubt, and the record indicates that the respondent's conduct has been predicated in large part upon an honest reliance on interpretations of the contract by its attorney and the United States District Court for the District of Oregon. In this case, therefore, we shall not require it to pay them back pay for the period between their discharge and the date of this decision.

Since the discharge of these employees constituted an unfair labor practice, the respondent is under a duty to restore the status quo which existed prior to its unlawful act. The respondent must, therefore, upon application, offer to these employees reinstatement to their former positions, without prejudice to their seniority and other rights or privileges. Further, we shall order the respondent to pay such employees back pay from the date of their applications for reinstatement to the date of the offer of such reinstatement.

If after reinstating its employees pursuant to our order and dismissing employees hired since September 8, 1937, the respondent determines that the services of any of its staff as then constituted are not required, it may reduce its staff, provided the reduction is made without discrimination against any employees because of their union affiliation in or activities in behalf of Local No. 102, following the system of seniority which has heretofore been applied in the operation of the Plylock plant, subject to any modification introduced by agreement with Local No. 102.

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

CONCLUSIONS OF LAW

1. Local Union No. 102, affiliated with the International Woodworkers of America, and Local Union No. 2531, affiliated with the United Brotherhood of Carpenters and Joiners of America, are labor organizations, within the meaning of Section 2 (5) of the Act.

2. The respondent, by discriminating in regard to the hire and tenure of employment of its employees, thereby discouraging membership in a labor organization, has engaged in and is engaging in

unfair labor practices; within the meaning of Section 8 (3) of the Act.

3. The respondent, by 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.

4. 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

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, M. and M. Wood Working Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Local Union No. 102 of the International Woodworkers of America or encouraging membership in Local Union No. 2531 of the United Brotherhood of Carpenters and Joiners of America, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire or tenure of employment or any term or condition of their employment;

(b) In any other 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 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.

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

(a) Offer to its employees who were refused reinstatement after September 8, 1937, because of their failure to maintain membership in good standing in Local No. 2531 of the United Brotherhood of Carpenters and Joiners of America, immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges;

(b) Make whole such employees for any loss of pay they will have suffered by reason of the respondent's refusal to reinstate them, upon application, following the issuance of this order, by payment to them, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of such

application for reinstatement to the date of the offer of reinstatement, less any amount each will have earned during that period;

(c) Post immediately in conspicuous places throughout the Plylock plant, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating that the respondent will cease and desist in the manner aforesaid;

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