In the Matter of T. W. Hepler *and* International Ladies' Garment Workers Union

Case No. C-349.—Decided May 19, 1938

Dress Manufacturing Industry—Interference, Restraint, and Coercion: discrediting union and union organizers; persuading employees to refrain from joining union; expressed opposition to labor organization; threat to shut down plant; intimidating union organizers; by civic committee; during strike: "back-to-work" movement—*Company-Dominated Union:* domination of and interference with formation and administration; support; discrimination in favor of, in recognition as representative of employees and in signing contract; activity of supervisory employees; disestablished, as agency for collective bargaining—*Strike:* result of employer's unfair labor practices—*Conciliation:* efforts at, by Pennsylvania State Department of Labor and Industry—*Discrimination:* discharge: charges of, not sustained—*Reinstatement Ordered:* strikers: if agreement for reinstatement not complied with; upon application, dismissing employees hired after commencement of strike, if necessary; preferential list ordered: to be followed in further reinstatement—*Back Pay:* ordered to strikers who are not reinstated or placed on preferential list within 5 days of application for reinstatement.

Mr. Joseph F. Castiello, for the Board.
Mr. L. E. Bashores, of Pottsville, Pa., for the respondent.
Mr. Claude J. Waltman, of Orwigsburg, Pa., for the Independent.
Mr. Allan H. Lind, of counsel to the Board.

DECISION

AND

ORDER

Statement of the Case

On July 8, 1937, Michael Johnson, an organizer for the International Ladies' Garment Workers Union, affiliated with the Committee for Industrial Organization, herein called the International, filed a charge with Bennet F. Schauffler, Acting Regional Director for the Fourth Region (Philadelphia, Pennsylvania), alleging that the Citizens Manufacturing Company, now known as T. W. Hepler,[1] herein

[1] Prior to 1934, T. W. Hepler was the manager and largest shareholder of the Citizens Manufacturing Company, a Pennsylvania corporation. In 1934, due to some difficulty with the N. R. A. code authorities, T. W. Hepler leased the plant from the Citizens Manufacturing Company. Since then he has been operating the plant under his own name. It was stipulated between counsel for the Board and counsel for the respondent that the complaint be amended and T. W. Hepler be substituted for the Citizens Manufacturing Company. Upon mutual consent this stipulation was admitted to the record by the Trial Examiner.

called the respondent, had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3), and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On October 1, 1937, the National Labor Relations Board, herein called the Board, by the Acting Regional Director issued a complaint and a notice of hearing which was duly served upon the respondent and the International. The complaint alleged in substance that the respondent, on or about May 6, 1937, had discharged Irene Harner, a member of the International, and at all times since that date had refused to reinstate her, for the reason that she had joined and assisted the International and engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection; that the respondent had discouraged its employees from becoming or remaining members of the International; that the respondent had urged, aided, and assisted in the formation and maintenance of a labor organization known as the Independent Garment Workers Union of Valley View, Pennsylvania, herein referred to as the Independent. No answer was filed by the respondent.

Pursuant to notice, a hearing was held at Pottsville, Pennsylvania, on October 14, 15, 18, and 19, 1937, before Lawrence J. Kosters, the Trial Examiner duly designated by the Board. At the commencement of the hearing the Independent filed a petition for leave to intervene. This petition was granted by the Trial Examiner. The Board, the respondent, and the Independent 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.

At the conclusion of the hearing counsel for the Board moved to amend the complaint to conform to the evidence adduced at the hearing. No objection being made by counsel for the respondent, the Trial Examiner granted the motion. His ruling is hereby affirmed. During the course of the hearing the Trial Examiner made various rulings on other motions and objections to the admission of evidence. The Board has reviewed these rulings and finds that no prejudicial errors were committed. The rulings of the Trial Examiner are hereby affirmed.

On January 5, 1938, the Trial Examiner filed his Intermediate Report in which he found that the respondent had engaged in and was engaging in unfair labor practices, within the meaning of Section 8 (1), (2), and (3), and Section 2 (6) and (7) of the Act. Exceptions to the Intermediate Report were filed by the respondent and the Independent on January 14 and 15, 1938. On May 6, 1938, the

Board advised counsel for the respondent, for the Independent, and the International that they were granted the right to apply for oral argument or permission to file briefs in the present case within 10 days from the receipt of the notification. On May 9 the International advised the Board that it did not desire to avail itself of the privilege of an oral argument unless one of the other parties requested it. On May 12 counsel for the respondent notified the Board that it did not desire an oral argument. No word was received from counsel for the Independent within the 10-day period.

We have reviewed the exceptions to the Intermediate Report and except in one instance as indicated below, find 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, T. W. Hepler, is an individual operating a dress manufacturing plant in Valley View, Pennsylvania. The respondent receives cut-out and ready-to-fit dress materials from Sam Seham, Inc., Jersey City, New Jersey. Upon receipt of the raw materials the respondent's employees sew the dresses together in their finished form. The finished product is then sent back to Sam Seham, Inc., which markets the dresses throughout the various States of the United States. The transportation of the raw materials and finished product is made in trucks owned and operated by the respondent. The respondent receives the thread, which it uses to sew the dresses, from the State of New York. Thus, 100 per cent of the respondent's raw materials and finished products are shipped in interstate commerce.

On March 1, 1937, the factory consisted of three buildings and Hepler's employees numbered 104. Of this number 94 were production employees and 10 were supervisory and clerical employees. At the time of the hearing the respondent was still operating the factory in his own name, but only two buildings were being used by him. The third building's lease had been terminated due to the labor dispute involved in this proceeding.

II. THE ORGANIZATIONS INVOLVED

The International Ladies' Garment Workers Union is a labor organization affiliated with the Committee for Industrial Organization. This Union admits to membership all production employees, except supervisory and clerical, in establishments manufacturing ladies' garments.

The Independent Garment Workers Union of Valley View, Pennsylvania, is an unaffiliated labor organization admitting to member-

ship all female employees, except supervisory and clerical, engaged in production work in the factory operated by T. W. Hepler at Valley View, Pennsylvania.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

Before organizers of the International came to Valley View, Hepler evidently anticipated trouble in case of their arrival and was preparing to resist their demands. Hepler admits that in the latter part of February or the early part of March 1937, after he was informed that union organizers were moving west, he made speeches in each of his three factories in which he said that if the "pickets" came to Valley View he would shut down the factory. He also stated that he wanted his employees to go home and to say nothing to the "pickets". In this speech Hepler was outlining in advance part of his campaign against any union activity.

In April 1937, three International organizers, Johnson, Williams and Baum, arrived in Valley View, at the request of several of the respondent's employees, to begin an organizational campaign. After obtaining a number of members they approached the respondent, informed him that they represented a number of employees, and suggested that the respondent look over the terms of an agreement which they left with him. The respondent was given time to consider the terms of the agreement and Johnson was to communicate with him at a later date.

On May 5, 1937, the employment of Irene Harner, a member of the International, was terminated. Some union members believed that she was discharged for union activities. As a consequence there was some dissatisfaction expressed among the employees. To quell this incipient revolt among his employees Hepler, on May 10, made a speech to the assembled girls of one factory and threatened to shut down the factory unless the girls would agree to support him. He asked for a standing vote of those who would support him and maintain production. All stood up, each realizing that her position depended upon her vote.

Not content with threatening the shut-down of his plant if union activity interfered with productivity, Hepler began a campaign among his employees to discredit the organizers of the International. On May 14 Hepler brought to his plant a clipping from the Scranton Times, dated May 11, 1937. The clipping contained an article which was headlined, "Dress Plant Workers Denounce Organizers." The article read in part as follows:

> Declaring that they have been badly fooled by organizers of the International Ladies' Garment Workers Union, employees of

the Firm Borgenicht & Spire, which operates dress factories in Forest City, Archbald and Dickson City, stated today that they are organizing company unions at each plant.

Hepler showed this clipping to his floorboys who in turn brought it to the attention of the foreladies. One of the foreladies, Viola Long, asked Hepler if she could read the article to the girls. Hepler gave his permission and stood by while the article was read to the assembled girls.

When Long came to the part, quoted above, regarding the formation of company unions she stopped and said, "that is what we are trying to do here." Hepler stood by, silently acquiescing. The importance of this announcement becomes apparent when we examine the circumstances surrounding the formation of the Independent.

Hepler agreed to furnish copies of this issue of the Scranton Times to the girls who desired them. On May 17 Hepler brought a number of such copies to each factory and ordered the floorboys to distribute them to the girls. The floorboys, at the close of the day, stood at the exit of each factory and passed them out. At the same time they informed the girls that a meeting was to be held at the Fire Hall that night for the purpose of forming an inside union.

On May 20 or 21 Hepler again, in speeches at his three factories, endeavored to influence his employees in the exercise of their right of self-organization. He admits telling the girls that he did not see the necessity of any union. The respondent attempts to qualify this admission by saying he also informed the girls that they could join any union, so far as he was concerned. Martha Shucker, an employee, testified that Hepler, in one of his speeches, stated that the International organizers were filling the girls with lies. Helen Hatter, an employee, testifies that Hepler said that the International was an unfair organization and that it was a "racket". Hepler admits that he stated that he would never recognize the International because of its insulting tactics.

In private conversations with his employees the respondent further added to his public utterances. Katheryn Hoffman testifies that Hepler told her that the International organizers were "racketeers". He also expressed the thought to Hoffman that the girls should form their own union rather than join the International . Hepler does not deny that he conversed with Hoffman but states that such conversation was supposed to be confidential.

By such activity and utterances the respondent was clearly interfering with the freedom of organization and the rights guaranteed to employees by Section 7 of the Act. We find that the respondent by the acts set forth above, has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

B. *Interference, domination, and support of the Independent*

In addition to the respondent's general antiunion activity hereinbefore described, the respondent, through his floorboys, actively participated in the formation of two inside unions. The respondent denies that he is responsible for the activities of the floorboys and also denies that they are supervisory employees. He emphasizes the fact that these individuals do not have the authority to hire or discharge. From this the respondent concludes that the floorboys are not supervisors. However, the record indicates that the floorboys distribute work to the girls, that they are in charge of production, that they are placed in control of the plant whenever Hepler is not personally present, and that they are considered by the girls as supervisors. As we have held in analogous situations,[2] the extent of the supervisory authority in fact exercised by the floorboys, coupled with the fact that they were recognized by the employees as supervisors, clearly supports the conclusion that such employees must be classed as supervisors.

On or before May 11, the floorboys, Oscar Stutzman, Henry Spotts, and Russell Osman, originated the idea of forming an inside union. The reason for starting this organization was explained by Spotts as follows: "I had seen what was going on between this other Union (referring to the International); I happened to see things in the paper I didn't like about it so I spoke to Mr. Osman and Mr. Stutzman and we came to the conclusion that we were going to try and stop it."

In order to effectuate their plans the floorboys ordered and paid for the printing of membership cards in an organization which they termed the Women's Protective Organization. After the cards were printed the floorboys began their organizational campaign. Cards were distributed to the girls and members were solicited. The floorboys were careful to avoid giving the cards to known International members.

By May 17 the floorboys had gained a number of adherents. In order to create a more formal organization they called a meeting to be held at the Fire Hall that evening. Announcement of the meeting was made when the floorboys were passing out copies of the Scranton Times on orders of the respondent. By such action Hepler, through his supervisory employees, was able at the same time to denounce the International and to announce the formation of a union more in accordance with his desires.

The Women's Protective Organization never was formally organized because its originators abandoned their efforts toward its formation and transferred their allegiance to the formation of the

[2] *Matter of American Manufacturing Company, et al*, 5 N L R B 443

Independent. The date of this transference of allegiance coincides with the formation of the Independent, which immediately followed the meeting held at the Fire Hall.

The meeting at the Fire Hall was well attended by the supervisory employees. Foreladies Thelma Herb and Viola Long were present. Floorboys Stutzman, Osman, Spotts, and Russell Hepler were also present. Osman admits he spoke at the meeting and urged the girls "to stick together" and form some kind of an organization so as to keep the work in town.

After the meeting of May 17 the formation of the Independent proceeded rapidly. Gertrude Clauser was elected president and Iva Schwalm vice president. The latter, according to the testimony of Stutzman, takes the place of Forelady Thelma Herb when she is away.

Gertrude Clauser, first president of the Independent, when called as a witness, was very vague and hostile upon questioning as to when and how the Independent was organized. She insisted that the floorboys had nothing to do with the Independent, "since I am president." It is significant to note the fact that the Independent was not formed until after the International appeared to be gaining strength and that it did not come into being until the floorboys transferred their activities to it.

Stutzman continued his activity for the Independent by passing out Independent application cards and urging the girls to join. Osman continued to make speeches for the Independent at subsequent meetings.

The floorboys did not confine their activities to forming the Independent. They actively opposed the organizational activities of the International. At public meetings of the International they heckled the organizers and endeavored to intimidate the members.

On July 29 a group of men including Stutzman and Clauser, husband of the president of the Independent, chased the International organizers in a car. The International organizers were threatened and called names. Upon the complaint of Johnson, Stutzman and Clauser were arrested. The respondent thereupon posted peace bonds for them and they were released.

On May 25, because of the respondent's unfair labor practices in aiding the Independent and opposing the International through the activities of its officials and supervisors, the International organizers called for a strike vote. At the meeting called for that purpose 45 members unanimously voted to call a strike. On the morning of May 26 the members of the International did not enter the factory. Picket lines were formed around the buildings. In order to avoid property damage resulting from any strife between strikers and nonstrikers Hepler agreed to shut down his factory.

Upon the closing of the plants the respondent telephoned Wallick, production manager of Sam Seham, Inc., and asked him to come to Valley View. Hepler testifies that Wallick told him that if he signed an agreement with the International he (Hepler) "would be done." This warning explains, in part, the motivation of the respondent's subsequent conduct.

A Citizens Committee was formed upon the outbreak of the strike. It was composed of several ministers and the town printer. The Citizens Committee had printed a handbill addressed to the "Citizens of Valley View." The handbill contained the information that the respondent had no control over the retention of the plant in the community, since that matter was entirely in the hands of the supplier and marketer of the dress goods. "They", referring to the supplier and marketer, "positively refuse a union controlled shop in Valley View." However, the article went on to say, "They will recognize a union within the bounds of the factory." The handbill carried a threat to have the factory removed to another community if the strikers remained adamant in their demands. The handbill also contained an agreement, purportedly signed by the respondent, which granted a general wage increase along with a guarantee of a 40-hour week. The handbill closed with a plea that the workers report to work 100 per cent on June 1, 1937, "to save the factory."

Three hundred copies of this handbill were printed at the expense of the Citizens Committee and distributed, in part at least, by the floorboys to the employees of the respondent.

The respondent denies that he was a member of the Citizens Committee or that he had anything to do with the printing or circulation of the handbill. However, he admits consulting with the Citizens Committee on the subject of the opening of the factory. In fact Hepler advised against the opening on June 1, unless he could be supplied with the sheriff's protection. The Citizens Committee assured him that protection would be supplied and arranged for the attendance of two deputy sheriffs at the plant on the opening day. The respondent also admits that when the Citizens Committee informed him that the girls would not be satisfied unless he signed a written agreement, he adjourned to the town printer's office and there placed his name on a piece of paper to which was pasted the wage increase cut out from the Citizens Committee handbill. In the light of these admissions and the information set forth in the handbill the respondent's denial of having anything to do with formation of policies and activities of the Citizens Committee is not credible.

On June 1 the plant was reopened. However, clashes between pickets and nonstrikers soon caused the respondent to agree once again to close down his factory. From June 1 the Independent, encouraged by the respondent's overt sponsorship and assistance, con-

tinued to recruit members. Employees were approached in their homes and urged to sign up with the Independent and to return to work. Katheryn Hoffman testifies that Hepler himself approached her on June 10 or 11 and stated that he would not sign the agreement submitted to him by the International. This was not denied by Hepler. Martha Shucker testifies that at a later date Hepler urged her to return to work and pointed out that she had lost over $100 in wages due to the strike.

On June 14, the Independent, by Gertrude Clauser, president, wrote to the Board's Regional Director for the Third Region and asked for an investigation of the strike at Valley View. In this letter she wrote, "our employer has stated that he will not recognize the International but he has made negotiations and agreements with the Independent . . ., who have the majority of workers enrolled."

The Independent, now fully organized, secured the services of a lawyer to draw up an agreement for submission to the respondent. The agreement set forth in the Citizens Committee's handbill, heretofore discussed, was used as a basis for the proposed agreement. On June 22 the Independent presented the proposed agreement to the respondent for signature. Without any present or prior negotiation or bargaining the respondent signed the agreement offered to him.

The agreement was to have gone into effect on July 1, 1937. However, after the strikers refused to come back to work under such an agreement and when the mediation department of the Pennsylvania State Department of Labor and Industry later suggested that Hepler refuse to recognize either labor organization pending the outcome of a hearing to be held by the Board, the Independent agreed to release Hepler from the contract.

On June 29 the factory resumed operations with a diminished force. It continued to operate until July 27, when again it was closed down because of clashes occurring between pickets and nonstrikers.

In the first week of August the mediation department for the Department of Labor and Industry of Pennsylvania, through Clarence J. Mozier, arranged a conference between the International organizers and the respondent. Mozier proposed that the respondent recognize the International as bargaining agent for its members and disassociate himself from the Independent. Hepler seemed agreeable, but after consultation with the Independent committee he refused the proposal.

The strike continued until September 7, when, through Ralph Bashore, Secretary of the State Department of Labor and Industry, a truce agreement was made whereby the respondent agreed to reinstate members from both labor organizations without discrimination. He also agreed not to recognize either the Independent or the International as bargaining agent for the employees pending the hearing

to be held by the Board. This settlement was agreed to by both the Independent and the International. The strike was thus concluded on September 7, 1937.

By the acts set forth above we find that the respondent has dominated and interfered with the formation and administration of the Independent and contributed support to it, and has thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

C. *Discharge of Irene Harner*

Irene Harner had been employed by the respondent for about 5 or 6 years. On May 5, 1937, or thereabouts, she had finished her particular work, piecing skirts, and was ordered to set pockets. Setting pockets is a somewhat more difficult task than the work to which Harner had been accustomed. However, the respondent offered conclusive proof that at least on one prior occasion Harner had set pockets. The respondent also established that Harner had previously done a variety of work.

Harner objected to being assigned to setting pockets. Nevertheless she proceeded to set one pocket. In so doing she set it crooked. This exasperated her and she refused to set any more. The assistant forelady testifies that she sat at the machine with her arms folded refusing to do any further work. The forelady then informed Osman, the floorboy, who came over and asked Harner what the trouble was. Harner replied that he should give her work to somebody else. Osman then informed her that if she did not want to set pockets she was to go home. Osman testifies that Harner then roundly cursed him, which the weight of the evidence supports, despite Harner's denial. Following this incident, Harner went home. After work that evening Osman reported the incident to Hepler, emphasizing the fact that Harner had cursed him. Hepler agreed that Osman had acted properly.

On the following Monday, Harner reported to work. Hepler at the time was making a speech to the girls. On seeing her in the crowd he inquired what she was doing there and told her to report to him before she came to work. Harner, however, never reported to him.

It is undenied that the floorboys had no right to hire or discharge the girls, although they could send an employee home when there was no work available for her. Hepler testified that he subsequently told Harner's father and Johnson, International organizer, that she could return to work if she apologized for cursing Osman. This testimony was not contradicted. Hepler also testified that he had no intention of discharging Harner but merely desired her to apologize

before returning to work. The fact that Harner never reported to him precludes the conclusion that Harner was actually discharged by Hepler.

Hepler denies that he knew of Harner's union affiliation. Osman also testifies to the same effect. Harner's union activities at this time were confined to the solicitation of members and the signing up of two employees. She was neither an officer of the Union nor was she a leader in the unionization of the respondent's plant.

We find, under the circumstances set forth above, that Irene Harner was not discharged or refused reinstatement because of her union activities. Therefore we will dismiss that portion of the complaint which alleges a violation of Section 8 (3) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V. THE REMEDY

We have found that the respondent dominated and interfered with the formation and administration of the Independent and contributed support thereto. In order to remedy the situation arising from this unlawful conduct we shall order the respondent to withdraw all recognition from the Independent and to disestablish it as a collective bargaining representative of any of the respondent's employees.

We have also found that the strike was caused by the respondent's unfair labor practices. In order to restore the status quo one obvious requisite is the restoration of the strikers to their former or substantially equivalent positions. This has already been partially done by the agreement between the respondent and the International whereby the respondent was to reinstate all strikers and nonstrikers without discrimination. That agreement has not been fully presented in the record. However, if the agreement has been complied with, we shall not require any further action in that respect. This is in accordance with our practice of allowing the parties involved to satisfy the requirements of the Act through the use of the procedure of collective bargaining. If, however, the agreement adverted to above has not in fact been executed, we shall order the reinstatement of the employees according to our well-settled practice.

Although the respondent discontinued operation of one of its three buildings after the strike, the record indicates that under the settlement agreement the respondent reinstated in the two remaining buildings both strikers and nonstrikers who had previously worked in the closed building. Accordingly, in our order we shall follow the same practice.

We shall therefore order that, if the above agreement has not been complied with, the respondent shall, upon application, offer reinstatement to their former or substantially equivalent positions to those employees who went out on strike and have not since been fully reinstated. Such reinstatement shall be effected in the following manner: All employees hired after the commencement of the strike shall, if necessary to provide employment for those to be offered reinstatement, be dismissed. If, thereupon, by reason of a reduction in force or otherwise, there is not sufficient employment immediately available for the remaining employees, including those to be offered reinstatement, all available positions shall be distributed among such remaining employees in accordance with the respondent's usual method of reducing its force, without discrimination against any employee because of her union affiliation or activities, following a system of seniority to such extent as has heretofore been applied in the conduct of the respondent's business. Those employees remaining after such distribution, for whom no employment is immediately available, shall be placed upon a preferential list prepared in accordance with the principles set forth in the previous sentence, and shall thereafter, in accordance with such list, be offered employment in their former or in substantially equivalent positions, as such employment becomes available and before other persons are hired for such work.

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. International Ladies' Garment Workers Union, affiliated with the C. I. O., and the Independent Garment Workers Union of Valley View, Pennsylvania, are labor organizations, within the meaning of Section 2 (5) of the Act.

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

3. The respondent, by dominating and interfering with the formation and administration of the Independent Garment Workers Union of Valley View, Pennsylvania, and by contributing support thereto,

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

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

5. With regard to the termination of the employment of Irene Harner, the respondent has not engaged in an unfair labor practice within the meaning of Section 8 (3) of the Act.

ORDER

Upon the basis of the foregoing 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, T. W. Hepler, and his officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of the Independent Garment Workers Union of Valley View, Pennsylvania, or with the formation and administration of any other labor organization of its employees, and from contributing support to the Independent Garment Workers Union of Valley View, Pennsylvania, or to any other labor organization of its employees;

(b) Recognizing the Independent Garment Workers Union of Valley View, Pennsylvania, as representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

(c) 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 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) Withdraw all recognition from the Independent Garment Workers Union of Valley View, Pennsylvania, as the representative of its employees for the purposes of collective bargaining with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment, and completely disestablish said organization as such representative;

(b) If the agreement for the reinstatement of strikers has not been complied with, upon application offer to those employees who

went out on strike on May 26, 1937, and thereafter, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, in the manner set forth in the section entitled "Remedy", above, placing those employees for whom employment is not immediately available upon a preferential list in the manner set forth in said section;

(c) Make whole the employees ordered to be offered reinstatement 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 five (5) days after the date of such application for reinstatement to the date of the offer of a position or placement upon the preferential list required by paragraph (b) above, less any amount, if any, which each will have earned during that period;

(d) Post immediately in conspicuous places in each of its buildings at Valley View, Pennsylvania, and maintain for a period of at least thirty (30) consecutive days, notices to its employees stating that the respondent will cease and desist in the manner aforesaid, and that recognition is withdrawn from the Independent as ordered above;

(e) 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 herewith.

And it is further ordered that the complaint be, and it hereby is, dismissed in so far as it alleges that the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act.