

withholding of a copy of the report from the respondent, and the respondent's failure to file a copy of the report with the Board. The Board found that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On April 6, 1937, the National Labor Relations Board,

In the Matter of **ELECTRIC BOAT COMPANY** and **INDUSTRIAL UNION OF MARINE AND SHIPBUILDING WORKERS OF AMERICA, LOCAL No. 6**

Case No. C-165.—Decided June 1, 1938

Shipbuilding Industry—Interference, Restraint, and Coercion: antiunion statements; warning to desist from union activity—*Company-Dominated Union:* domination of and interference with formation and administration; financial and other support; meetings and elections held, and dues collected, on company property and during working hours; disestablished, as agency for collective bargaining—*Discrimination:* discharge; for union membership and activity; to discourage membership in union—*Strike:* sit-down; result of employer's unfair labor practice—*Conciliation:* efforts at, by Connecticut State Board of Mediation and Arbitration—*Reinstatement Ordered:* discharged employee; striking employees, upon application, dismissing newly hired employees if necessary; preferential list ordered: to be followed in further reinstatement—*Back Pay:* awarded to discharged employee; ordered to striking employees who are not reinstated or placed on preferential list within 5 days of application for reinstatement.

Mr. Mark Lauter, for the Board.

Mr. Gilbert H. Montague, of New York City, *Mr. Thomas E. Troland*, of New London, Conn., and *Mr. Park Doing*, of New York City, for the respondent.

Mr. Morris Lubchansky, of New London, Conn., for the Association.

Mr. Paul S. Kuelthau, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

On March 3, 1937, Industrial Union of Marine and Shipbuilding Workers, Local No. 6, herein called the Union, filed with the Regional Director for the First Region (Boston, Massachusetts) a charge against Electric Boat Company, Groton, Connecticut, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On April 6, 1937, the National Labor Relations Board,

herein called the Board, acting pursuant to Article II, Section 37 (a), of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the case transferred and continued before it. On April 30, 1937, the Board issued its complaint alleging that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (3), and Section 2 (6) and (7), of the Act.

With respect to the unfair labor practices, the complaint alleged in substance that the respondent, on February 18, 1937, discharged Frank Sherman because he joined and assisted the Union; that a large number of the employees of the respondent struck on February 23, 1937, because of Sherman's discharge and other acts of the respondent and that the respondent has since refused to reinstate them; that the respondent has dominated and interfered with the formation and administration of Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., herein called the Association; that the respondent by discharging Sherman and dominating and interfering with the Association has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The complaint and an accompanying notice of hearing were served on the respondent and on the Association on May 3, 1937. On May 8, 1937, the Association filed a petition to intervene, which was granted by the Board on May 11, 1937.

On May 11, 1937, the respondent filed an answer to the complaint, denying that it was subject to the jurisdiction of the Board and that it had engaged in unfair labor practices as alleged in the complaint.

Pursuant to the order adjourning the hearing, which was duly served on the parties, a hearing was held at New London, Connecticut, from May 20 to June 17, 1937, before Frank Bloom, the Trial Examiner duly designated by the Board. The Board, the respondent, and the Association were represented by counsel and participated in the hearing.

Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties.

At the conclusion of the Board's case, Gilbert H. Montague, senior counsel for the respondent, made 60 motions to dismiss the complaint. These motions questioned the authenticity of the complaint, the sufficiency of the evidence to support the allegations of the complaint, and the conduct of the Trial Examiner and the attorney for the Board. The motions were renewed at the close of the hearing. The Trial Examiner reserved ruling on all of them except the one questioning the authenticity of the signatures of the members of the Board to the complaint, which was denied.

During the course of the hearing, the Trial Examiner ruled on other motions and objections to the introduction of evidence. The Board has reviewed the rulings of the Trial Examiner and finds no prejudicial errors were committed. They are hereby affirmed.

In his statement of exceptions, counsel for the respondent takes exception to the conduct of the hearing and the attitude of the Trial Examiner and of counsel for the Board. In this connection, the statement of Morris Lubchansky, counsel for the Association, at the conclusion of the hearing is illuminating:

I have no motions to make, if the Court please, I am glad that the trial has come to an end. We have been here for four solid weeks. I might say we have all been under a tension, and under a strain, and I am quite sure if there were any unpleasantness about this proceeding it was done through the zealotry with which counsel attempted to protect the interests of their clients, rather than any personal reason.

So far as I am concerned, representing the Employees' Association, I will say to you that it has been a pleasure to conduct this, with Mr. Lauter representing the Board, and the Trial Examiner, personified by Your Honor sitting on the bench, Mr. Troland and Mr. Montague.

And it has been a great experience, so far as our client is concerned, and myself, to say that it has been conducted with decorum, with order, and with fairness. I have disagreed a great number of times with the Trial Examiner on the question of rules against my motions, but not in so far as decorum is concerned. I want also to pay a compliment to the men and women here. They have conducted themselves, in my small judgment, as ladies and gentlemen. We have all been under a serious strain, and to conduct a trial that took four weeks' time is certainly a compliment to the reserve, and to the respect the people have given the court, the Trial Examiner, and to the counsel for the Board, and I want to go on record as saying Your Honor has conducted this case the same as any Superior Court Judge in our county would conduct it, with fairness, courtesy, and with respect to the counsel in so far as I am concerned.

I want to thank Your Honor for the consideration you have given.

In view of the above statement and on the record itself, we are of the opinion that Mr. Montague's objections are unfounded.

The respondent contends that the refusal of the Board to issue subpoenas upon its application was prejudicial to its case. The procedure for obtaining subpoenas from the Board is clearly outlined in Article II, Section 21, of National Labor Relations Board Rules

and Regulations—Series 1, as amended. Since the respondent's application did not conform to the procedure outlined there, it cannot be heard to complain.

At the hearing, the Trial Examiner granted counsel for the respondent permission to file a brief, and a brief was filed on June 28, 1937.

On July 3, 1937, the Trial Examiner filed his Intermediate Report, which was duly served upon the parties. In his Intermediate Report the Trial Examiner denied the motions of counsel for the respondent to dismiss the complaint and found that the respondent had committed unfair labor practices as alleged in the complaint. At the hearing and in his Intermediate Report, the Trial Examiner neglected to rule on the respondent's motion to strike matter, read by counsel for the Board from the hearing before the special committee of the United States Senate investigating the munitions industry, pertaining to the basic submarine patents owned by the respondent. That motion is hereby granted.

Pursuant to notice a hearing for the purposes of oral argument was held before the Board in Washington, D. C., on July 8, 1937. The respondent and the Association were represented and participated in the argument.

On July 23, 1937, the respondent and the Association filed exceptions to the Intermediate Report, to which the Board has given due consideration.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, Electric Boat Company, is a New Jersey corporation having its principal executive office in New York City. It owns plants at Bayonne, New Jersey, and at Groton, Connecticut. The plant at Bayonne, New Jersey, is engaged in making and repairing wooden motorboats, electric motors, and generators. We are concerned only with the plant at Groton, Connecticut, which is engaged principally in the building of submarines for the United States Navy. It also manufactures heavy oil engines of the Diesel type, air compressors, periscopes, steering and diving engines, and other miscellaneous equipment for submarines. On January 6, 1937, the establishment at Groton employed 2,092 persons, of whom 55 were employed in the office and 146 in the draughting room. The Groton plant consists of 54 acres with 3,140 feet of frontage on the Thames River. It is located on the main line of the Iew York, New Haven,

and Hartford Railroad which has a siding into the respondent's yard.

The respondent purchases outside Connecticut most of the raw materials and fabricated goods used in its plant. The chief items purchased from States other than Connecticut are pig copper, pig lead, steel in various forms, electric cable and apparatus, and fabricated machine units. In 1935 the respondent purchased \$236,380.44 worth of raw materials or fabricated goods in Connecticut and \$1,072,790.26 worth from 14 other States.¹ In 1936, the respondent purchased \$280,224.25 worth of material in Connecticut, and \$1,086,861.37 outside.

By far the greatest part of the respondent's business is building submarines for the United States Government. The following table shows the business at the Groton yard:

Year	Amount	Submarine	Nonsubmarine		
			Private	United States Government	Foreign governments
		<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>
1934.....	\$4,145,953.88	78.40	6.57	2.53	12.49
1935.....	6,419,576.96	95.31	2.71	1.88	.1
1936.....	6,755,765.44	96.04	3.04	.85	.07

At the time of the hearing the respondent had contracts for six submarines for the United States Navy, of which it had started to build four. It takes approximately 29 months to build a submarine of the type now being built for the Navy, and each submarine carries a 6 months' guarantee. It sometimes is necessary for the respondent to send men to repair submarines in other yards. Usually only supervisory employees are sent, and the labor is hired at the place of repair.

After a submarine is completed it is taken for trial runs by a crew recruited from among the employees at Groton. It is then returned to Groton and is delivered to the Navy at the submarine base 1½ miles

¹ The 14 States and the amounts purchased from each are:

State	1935	1936	State	1935	1936
Delaware.....		\$86.32	New York.....	\$316,678.41	\$313,777.68
Illinois.....	\$23,400.60	32,422.75	New Jersey.....	131,434.71	138,907.02
Indiana.....	9,995.31	14,656.95	Nebraska.....	34,391.25	
Iowa.....	481.20	77.27	Ohio.....	61,151.39	41,571.29
Massachusetts.....	110,468.17	142,737.85	Pennsylvania.....	230,386.36	330,707.41
Maryland.....	90,145.25	2,360.96	Rhode Island.....	23,274.53	26,515.02
Michigan.....	6,986.25	3,682.42	Wisconsin.....	20,209.00	24,039.79
Maine.....	13,787.83	15,318.60			

up the Thames River. The Thames River is a navigable river, having a 30-foot channel which 10,000-ton ships have navigated at least as far as the submarine base. After delivery, the submarines become commissioned vessels in the United States Navy.

The respondent has been the only private manufacturer of submarines in the United States since 1933 and holds basic patents on items of submarine construction which are recognized in the United States and abroad. The respondent also owns a registered trademark which it uses on the motorboats constructed at its Bayonne, New Jersey, plant.

In 1936 the respondent did business in the amount of \$204,997.98 with private customers in Delaware, Louisiana, Massachusetts, New York, Pennsylvania, and Connecticut. The amount done for customers in Connecticut was \$89,352.40. Part of such private work is the manufacture of Diesel engines. Delivery is always made on all of this work at the Groton yard, but to a large extent shipment out of Connecticut immediately follows.

II. THE ORGANIZATION INVOLVED

Local No. 6, Industrial Union of Marine and Shipbuilding Workers of America, is a labor organization admitting to membership persons employed at the respondent's Groton plant. It is a local of a national union affiliated with the Committee for Industrial Organization.

III. THE UNFAIR LABOR PRACTICES

A. *Domination of and interference with the Association*

1. Organization

In May 1933 L. Y. Spear, vice president of the respondent, seeing the imminent enactment of the National Industrial Recovery Act, became interested in how shipyard employees were organized. Upon the enactment of the statute on June 16, 1933, Spear suggested to O. P. Robinson, works manager for the respondent, that he investigate the employees' representation plan of the Bethlehem Shipbuilding Corporation in its plant at Quincy, Massachusetts. On June 20, 1933, Robinson went to Quincy and upon his return wrote a memorandum to Spear outlining the Bethlehem plan. On June 26, 1933, Robinson wrote another memorandum to Spear which was entitled, "Proposed Procedure for the Organization of Employees' Representation Plan." We quote from that memorandum:

1. Divide the plant up into the following divisions:

* * * * *

2. Select three fair minded employees from each of the above divisions.
3. Call these men into a meeting this afternoon and explain the situation frankly and point out the advantages in organizing under the proposed plan. Then obtain from them an expression as to their feelings in the matter, outlining briefly the steps we will follow.
4. Call a general meeting for Wednesday afternoon at 3:30 o'clock, this meeting to be called by distributing amongst the employees tomorrow, circulars which will describe the object of the meeting and asking them, if they are interested, to come prepared to nominate a committee consisting of one representative from each division who will work with the management in forming a set of by-laws. This committee then we hope will consist of one of each of the men whom we have previously talked to.
5. Draw up the by-laws.
6. Elect and appoint representatives.

I would suggest that a brief talk by you at the general assembly would start things off in good shape.

The procedure in the organization of the Association followed the above outlined almost to the letter.

On June 26, 12 or 16 "fair minded employees," selected by the foremen, met with Spear and he explained the N. I. R. A. to them. One or two men from each department were present. Although the respondent contends that this meeting was held merely to explain the N. I. R. A. to its employees, it is plain that Spear went considerably further. Thus when Fred Manning, later financial secretary of the Association and hull inspector for the respondent, inquired about the meeting from the two men in his department who had attended, they told him that it was a meeting to form some sort of organization.

On June 27 the respondent posted a notice throughout the plant announcing a general meeting of all employees in the mold loft room. This notice stated that with the N. I. R. A. in mind the respondent had "made a study of employees' representation plans in various yards and believe that one can be set up which will be to your advantage." It went on to say that a meeting had been held on June 26 at which "the possibilities of an employees' representation plan were discussed" with representatives from the eight divisions of the plant "to determine your feeling in the matter," and that "the management obtained the impression that the idea met with the favor of those present." The notice added that if the employees were in favor of such a plan, they should appoint a committee of eight men,

one from each of eight specified divisions of the plant, to meet with a representative of the management to draw up bylaws. Spear testified that this notice had been approved by him before it was posted.

The general meeting was held in the mold loft room on June 27 at 3:45 o'clock. It was attended by all employees including the foremen and superintendents. After the selection of a chairman, Spear spoke. There is some conflict of testimony as to what he said but he and Frank Draminski, an employee who was active in the Association at that time and later was the organizer of the Union, substantially agree. Spear explained the requirements of the N. I. R. A. and said that the employees' representation plan at Bethlehem Shipbuilding Corporation had worked very well and the men might want to adopt it. He suggested that they go to Quincy, Massachusetts, to investigate it. Spear further pointed out the difficulties in dealing with outsiders, both because they would not know conditions in the plant and because it might mean that the respondent would have to negotiate with many craft unions. After Spear's speech and the departure of the supervisory officials, the men discussed the question of the type of organization they wanted and elected E. A. Judson secretary. There seems to have been some confusion caused by several people trying to speak at once. It was finally moved that an employees' association be organized, but Draminski countered with a motion that start of such organization be held in abeyance for one week. Draminski was under the impression his motion was carried while others did not hear Draminski's motion and believed that the motion to organize an association was carried. The meeting adjourned when the quitting whistle blew at 4:15 o'clock.

On June 28 there was a meeting of representatives of the departments in the office of Edwin B. Wheeler, manager of the shipbuilding department. The representatives had been appointed by the foremen in some departments and elected in others. James I. Mundell, who had been elected chairman at the June 27 meeting, presided. He urged that they hurry to comply with Spear's suggestions of June 27 so that the respondent could bid on the submarines for which contracts were about to be let. Draminski objected to rushing the organization through and James Stitt, later elected president of the Association, suggested sending a committee to Quincy, Massachusetts, to investigate the Bethlehem Shipbuilding Corporation's plan. A committee, consisting of Draminski, Oliver Young, Joseph Sandora, Charles Riley, and one Potter, all employees of the respondent, was selected for this purpose.

The committee went to Quincy within the next day or two. When they arrived at the Bethlehem plant, they found Gould, the plant

manager, and several of the representatives waiting to greet them. Gould explained the benefits of the plan, such as insurance, hospitalization, and group buying, but seemed reluctant to talk about wage rates. That noon, the committee ate at the Bethlehem plant, and Gould acted as one of the waiters. Although Robinson denied making arrangements for the committee at the Bethlehem yard, his denial is not convincing in view of the committee's welcome there. Gould had at least been informed of when they were coming and given further particulars to enable him to make the preparations. Robinson's denial becomes more unconvincing when we consider that the respondent paid Draminski \$13 or \$15 for the use of his car in taking the committee to Quincy. Draminski also testified that Oliver Young, who took care of their other expenses on the trip, told him that the respondent was reimbursing him. Although Oliver Young was called by the respondent and testified at the hearing, he did not deny that statement.

On July 1, 1933, the committee reported back to the representatives at a meeting held in Wheeler's office. Three of the committee reported that the Bethlehem plan was dominated by the company while the other two made no report. James Stitt was elected president of the Association, an office which he still retained at the time of the hearing. After his election, Stitt appointed a committee, which included Draminski, to draft the bylaws.

This task occupied the committee for the next 10 days or 2 weeks. The bylaws committee met during working hours in the plant and Draminski, at least, was never docked for the time he spent on the bylaws, nor does it appear that any other member of the committee lost any pay because of that time spent away from his job. Robinson testified that he was called in at times "to clear up some points" though he was not a committee member. During this period Spear was importuning Robinson to hurry the bylaws committee and get the Association organized. Robinson told him that the men did not seem disposed to hurry. At the same time Stitt also was urging the committee to expedite matters because Spear wanted to bid on the submarines and wanted to have the wage scale set before he submitted his bids.

When the committee completed its work, the employees of the plant voted to accept the bylaws as submitted. The poll was held during working hours in the plant, and Draminski, who was a teller, was paid by the respondent for the time so spent.

Sometime thereafter the election of officers of the Association was likewise held during working hours in the plant. James Stitt was elected president, Frank Draminski, first vice president, Joseph Sendora, second vice president, E. A. Judson, recording secretary, Fred

W. Manning, financial secretary, and J. A. Ellis, treasurer. This election completed the organization of the Association.

It is apparent that the Association was organized wholly at the instigation and with the assistance of the respondent, in general accord with the plan laid down by Robinson in his memorandum to Spear.

2. Administration before July 5, 1935

Before the Association was fully organized and ready to deal with the respondent it became necessary, because of the promulgation of the N. I. R. A. shipbuilding code and the closing of bids on submarines, for the respondent to change the hours and rates of pay in its plant. About August 1, 1933, the respondent distributed to its employees cards showing their proposed increased hourly rates and weekly wages under the new hours. On August 2 the respondent wrote to the Association saying that the rate cards had been distributed and that the respondent wanted to be informed of the Association's action on the wage rates not later than August 4. Consequently on that day the Association took a vote during working hours and in the plant. The bylaws committee acted as the election committee and, although the ballot took approximately half a day, no pay was lost by the persons conducting it.

After its organization the Association, usually through Stitt, its president, took up many small grievances with Robinson. Stitt always performed this task during working hours. He testified that, as a result, for the first 2 or 3 months he sometimes lost pay because of being away from his machine so much. Thereafter he was placed on salary and was not docked for the time he spent on Association business. If Stitt was unable to settle the grievances with Robinson he took them up with the executive committee of the Association.

The bylaws of the Association make no provision for meetings of the members of the Association, and none were held. Draminski testified that he proposed to the bylaws committee that such meetings be provided for but that Robinson objected, saying that such a provision would only cause turmoil. While Robinson denied that his intervention prevented the inclusion of a provision for general meetings, Draminski's testimony is more persuasive.

The bylaws did provide for meetings of the representatives elected by the employees. They met in the Association room which the respondent had provided for them on the balcony of the machine shop. The respondent contends that the room was provided as a result of collective bargaining, and that the idea originated with the Association. However that may be, the meetings were held during working hours, and the representatives lost no pay for attending. The room

was used by the representatives during 1933 and 1934. In the latter part of 1934, they started meeting at the German Club in New London, Connecticut, although the room at the plant was still retained and used at times.

The dues for the Association were 10 cents per month from October 1933 to July 1934, when they were changed to 50 cents a year. These dues were collected by the representatives who turned them over to Manning, the financial secretary. Both the collection and the payment to Manning were often made during working hours with no objection from the respondent. The respondent gave Manning permission to enter the plant evenings in order to collect dues. Manning wrote a letter to the employees, which was evidently posted on the bulletin boards, stating that he would be in the electrical department office on Wednesday mornings from 7:10 to 7:45 to give information and service. Work in the plant in general started at 7:30 at that time, although Manning's particular work did not begin until 8 o'clock. Manning also kept the books of the Association in the electrical department office, though he denied working on them during working hours.

The method of voting in the periodic elections of representatives is also noteworthy, especially when it is recalled that many of the original representatives were selected by the foremen. There were no nominations. In each department the then representative carried the ballot box around to the individual employees. When he approached them, they would ordinarily ask him who was running, and he would say either that he or that someone else was. The voter would then write on a slip the name of the candidate preferred and drop it into the box. After all the men had voted the representative would count the ballots. Sometimes he was assisted by the foreman and sometimes by one of the other men in the department. It is true that in at least one department the procedure was to have a general meeting of the employees to elect the representatives, but the record indicates that this practice was not general.

In the fall of 1933, Robinson made arrangements for group life and health insurance which was made available to all employees pursuant to a State law. That was done at the request of the Association, and no doubt had its origin in the trip to Quincy which the respondent had suggested and paid for. After negotiations with various companies, the Travelers Insurance Company was selected as insurer. Robinson induced the Travelers to print the bylaws of the Association and an application blank for Association membership in the same booklet with the group-insurance plan. This booklet, which was furnished to all employees by the respondent as they were hired, gives the impression that membership in the Association is a condition

to obtaining the benefits of the group-insurance plan. Although it is true that Frank Sherman took out the group insurance without joining the Association, the mere fact that the respondent distributed the booklet to all new employees gave the Association a tremendous advantage in securing members.

The respondent also permitted the Association to sponsor the cachet² commemorating the launching of the submarine *Cuttlefish* on November 21, 1933. The effect of this was to give the Association added prestige in the eyes of the persons working in the yard.

In the summer of 1934 the Union started to organize in the respondent's plant at the instance of Draminski who had become disgusted with the Association. About July 25, 1934, Draminski was called to the office of George Haupt, the hull superintendent, who warned him about his "missionary" activities. Immediately thereafter Draminski was called to Robinson's office, where he found Stitt, Manning, Judson, Sendora, and Ellis, the other officers of the Association. Robinson said that it was unfortunate that certain officers of the Association had been helping the Union. Robinson went on to say that a "red" organizer had come to town from the "red" union which was no doubt financed by Soviet Russia. Draminski said he had been helping the Union and that he would like to have the organizer of the Union debate with someone for the Association. The meeting then adjourned at Robinson's suggestion. Although both Robinson and Haupt deny these stories, Draminski's story is persuasive in view of Board Exhibit No. 17, and Robinson's letters to W. H. Collins, assistant general manager of the Bethlehem Shipbuilding Corporation plant at Quincy, Massachusetts, on October 1 and 2, 1934, acknowledging receipt of the handbill and explaining the use to which it was put and its effect on Union membership at the respondent's plant. Board Exhibit No. 17 is a handbill published by the Association on or about October 1, 1934, from material supplied to the Association by Robinson which he obtained from W. H. Collins of the Bethlehem plant. The handbill consists of two articles from two newspapers branding the Union and its national president, John Green, as communists and giving an account of a "socialist and communist" meeting for peace. This handbill and the letters to Collins give an excellent picture of the so-called neutrality which Robinson claims to have maintained in the struggle between the Association and the Union. They show conclusively that Robinson was doing everything in his power to discredit the Union and was using the Association as his instrument in order to carry on his activities.

² A cachet is a design on the envelope containing the announcement of a launching. It is a collector's item which is evidently much valued by persons working in and around shipyards.

The foregoing facts, covering the period up to July 5, 1935, show that the Association was receiving many favors from the respondent and that the respondent was vitally interested in keeping it going. It is plain that the Association was really the creature of the respondent, established and maintained by it as a barrier to true collective bargaining.

3. The Association after July 5, 1935 .

There was no perceptible change in the attitude of the respondent toward the Association in the summer of 1935. The bulletin boards which the respondent had placed throughout the plant for the use of the Association were still used by it to post its notices; the booklet containing the group-insurance plan and the bylaws of the Association as well as the application for membership therein continued to be given to employees as they were hired; the Association continued to use the Association room in the plant although the representatives usually met at the German Club in New London and did not usually meet during working hours; officers of the Association continued to be paid by the respondent for the time they spent on Association business during working hours; in short, the respondent continued lending aid and support to the Association after July 5, 1935, in the same manner as before.

In July 1935 the agreement committee for the Association undertook to negotiate an agreement with the respondent to replace the one expiring in August 1935. Toward the end of July an agreement was drawn up and submitted to the membership of the Association for approval. That proposal was rejected by the employees. On August 2, 1935, the agreement was resubmitted with slight changes. The proposal was again rejected and the agreement committee did not know where to turn. The ensuing events show the true character of the Association. The agreement committee, instead of consulting the employees, turned to the respondent and requested it to have its foremen hold meetings to determine the desires of the men. As a result of these meetings, called by the foremen, an agreement was approved on or about August 5, 1935. This agreement granted a 4-per cent raise instead of the 3.3 per cent provided in the August 2 agreement. Since the raise was to be calculated to the nearest cent on the hourly rates, however, this concession on the part of the respondent resulted in no raise for some employees and only a very slight one for others. The difference between the agreements rejected and the agreement adopted after the foremen's meetings was negligible. It is thus obvious that the purpose of those meetings was to indicate to the employees that the respondent would make no further concessions in regard to wage increases and that they had better accept the respondent's offer of a 4-per cent raise.

Most of the elections described above were held during working hours in the plant. No account was ever given the respondent of the time spent by any of its employees in conducting the elections and none of them were docked for it.

On July 7, 1936, the submarine *Pickereel* was launched, and the Association was again permitted by the respondent to sponsor the cachet.

After the signing of the 1937 agreement in February a reclassification committee, consisting of the officers of the Association and the representatives from the department in which the applicant for reclassification worked, was set up by the Association. The committee considered 547 applications for reclassification with the respondent, apparently all during working hours. No one lost any pay for participation in these negotiations. Fred Manning, one of the members of the committee, testified he spent 12 afternoons on this work.

From all of the above facts, it is apparent that the respondent not only suggested and aided in the formation of the Association, but lent support to it and dominated its actions both before and after July 5, 1935.

We therefore find that the respondent has dominated and interfered with the formation and administration of the Association and contributed financial and other support to it. We further find that by so doing, the respondent has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

B. *The discharge of Frank Sherman*

Sherman started work for the respondent on December 26, 1934. He had previously worked at the Quincy plant of the Bethlehem Shipbuilding Corporation intermittently for 4½ years. At first Sherman was employed as a helper to John Kataja, his father-in-law, on whose recommendation he had been hired. After 6 or 7 weeks Sherman was given a helper and employed as a second-class ship-fitter. He was given the less complicated jobs. For some time before his discharge, Sherman had been laying torpedo room flats.³ Sherman laid one flat in the *Perch*, the *Pickereel*, the *Permit*, and the *Seal* and two in the *Skipjack*, which was the submarine on which he was working at the time of his discharge.

Sherman joined the Union in the beginning of January 1937 and was elected shop steward about January 31, 1937. After being made

³ A torpedo room flat is the floor of the torpedo room. The proper "stiffeners" must be put underneath between the frames and braces and the whole aligned before the plate is put on.

a steward, he became very active in soliciting membership in the Union. Sherman, together with Weiss, Hedlund, Seagal, and Bowman, other employees active in the Union, was in the habit of going around the yard during his lunch period to solicit members, and while so doing they would often talk to men who were playing cards with the foremen. The Union had had no success in securing the membership of Finns in the yard, chiefly because their leader, John Kataja, refused to join. After Sherman became shop steward he induced Kataja to join the Union, after which the rest of the Finns, of whom there were about 30, signed up. Sherman attributes the alleged animosity of the respondent toward him to that incident.

Sherman also testified that when it was necessary for him to go anywhere in the yard during working hours after material, he often stopped to talk with various people for a minute or two about the Union.

The "leading man" or subforeman, of Sherman's group was Joseph Garvey. Sherman had asked him to join the Union at one time. Sherman claims that some time later he and Seagal were under one of the submarines when Garvey came upon them and told them that they had better "watch their step" and "forget about the Union" or they would get into trouble. Garvey denied saying anything of the kind but said he did tell Sherman once or twice to hurry up with the flat in the *Skipjack* because Menzie, the foreman of the shipfitters, was getting impatient.

On February 17, 1937, at about 8:00 a. m., Sherman went to the plate shop to get a steel plate. He got an order for it at the plate yard office and was told to go out into the yard and get one Chapman to give it to him. Chapman was unloading a car of steel with a crane and told Sherman he would have to wait until that was finished. Sherman waited in the plate yard for awhile and then went back to the plate yard office again, where he was told to ask Chapman again. Chapman's reply was still the same; so Sherman and his helper stood around and waited. About 10 o'clock Garvey saw Sherman waiting and asked him what the trouble was. Sherman told him, and they both went to Chapman, who said he would get the plate immediately. Soon after, Chapman brought the plate, but he refused to take it into the plate shop and instead put it on some horses in the yard. Sherman and his helper then marked it off into the 70 collars into which it was to be cut. They finished at about 11:30 but could not get the crane to take the plate into the plate shop; so they waited around until lunch. After lunch the crane took the plate into the shop, where it was cut. Sherman and his helper started straightening the pieces, not being able to get a man in the plate shop to do it. Sherman finally made arrangements

to have the rest of the pieces straightened that night, went back to the *Skipjack* and started putting the collars on.

Harold Fant, the watchman, testified that he went through the plate yard twice before 10 o'clock on February 17, and Sherman and his helper were loafing both times. At about 10:15 Fant saw Menzie and told him that two of his men were loafing in the plate yard. Menzie climbed up on the staging of the *Salmon*, a submarine next to the plate yard, and saw Sherman and his helper still standing around. Although the watchmen were instructed to report infractions of rules to their superior, McCarthy, Fant testified that if he did not consider the offense serious and he knew the offender's foreman, he reported it to the foreman, which was the procedure followed in Sherman's case.

The next time Menzie saw Garvey, which was during the afternoon of February 17, he told him that Sherman had been reported for loafing and that Garvey should send Sherman to see him.

When Sherman reported for work on February 18, Garvey told him to see Menzie. Sherman found Menzie on top of the *Seal*. Menzie told him to turn in his tools, collect his pay, and get out of the yard. Sherman asked why he was being discharged. Menzie answered that he had been turned in for loafing and that he should "get the hell out of the yard." Some time later that morning, Sherman saw Menzie talking to Haupt, the hull superintendent, and asked them if he had been discharged for his union activity. Menzie denied knowing that Sherman belonged to the Union and told him he had been discharged for loafing. Haupt gave Sherman fatherly advice about working hard, and Menzie, according to his testimony, told Sherman, in reply to Sherman's question about reemployment at a later date, that he should return after he had worked at Quincy, Massachusetts, for a while, and he would be put back to work. Sherman denied at the hearing that he had asked Menzie if he would be reemployed. After shaking hands with both of them, Sherman left the yard, stopping on his way to tell one of the Union officials that he had been discharged.

After lunch on February 18, a meeting, arranged by Bowman, was held in Robinson's office to discuss Sherman's discharge. It was attended by Robinson, Wheeler, manager of the shipbuilding department, Haupt, and Menzie, for the respondent. Bowman, Weiss, Sherman, Hediund, and one or two other shipfitters belonging to the Union represented the Union. Robinson refused to reinstate Sherman but promised to consider the matter further if the Union presented more convincing evidence that Sherman was discharged for his union activities.

The evidence shows that Sherman had never been a fast worker and that it had taken him several days longer to lay the torpedo flats

in other boats than the respondent thought it should have. Menzie testified that he had never spoken to Sherman about loafing because Sherman "knew he was laying down on the job." Menzie later testified that he had spoken to Sherman five or six times about loafing. Menzie further testified that it takes a good man 5 to 7 days to lay a torpedo flat but that it takes a "ham" 10 days to 3 weeks. Menzie characterized Sherman as a "ham." He also stated, however, that they had a lot of "hams" working in the yard.

It is significant that although Garvey knew that Sherman had been waiting in the plate yard on the morning of February 17, he did not consider it of sufficient moment to report it to Menzie. Nor did Fant, the watchman, consider the matter very serious, since he reported it to Menzie and not to McCarthy. Sherman testified that service in the plate yard was very poor. He stated, "If you could have got the service you could have got it [a plate] in 15 minutes. It takes an Act of Congress to get a plate over there."

Menzie testified that he marked Sherman's discharge card to indicate that he was not to be rehired because of "the trouble he caused." That this card was in existence prior to the conference in Robinson's office on the afternoon of February 18 is shown by Menzie's testimony about that conference.

Mr. Robinson asked me, he said, "You fired a fellow called Sherman?" I said, "Yes." He said "What did you fire him for?" I said, "Well, he—it says on the discharge card, 'loafing.'" And he said "Well, the committee has been up here about it, and"—no "the committee has got a date with me this afternoon." He said the committee were going to come into his office that afternoon, and talk the situation over, and he asked me if I wanted to stay until they came in, and I said yes. So I stayed there while Bowman and the gang came in.

Menzie further testified:

Q. What did you put on the card when you signed it?

A. When I put my signature on there I put on whatever it says there. I put on "rehire" [sic] and all.

Menzie could not remember when he signed the discharge card, and an examination of it affords no clue as to when he did so. His testimony on that point sets the date of signing the card anywhere from February 18 until after the beginning of the strike on February 23.

However, Menzie finally testified that he decided at the meeting in Robinson's office on February 18 that Sherman was not to be rehired. While he was testifying, Menzie displayed intense hostility toward Sherman and the Union. This hostility apparently arose immediately after Sherman joined the Union and became active in it.

Although Sherman, according to Menzie, had always been a slow workman, it was not until the beginning of February, after Sherman had joined the Union and become active in it, that Menzie took an interest in Sherman's work and began to try to hurry him. Menzie testified he had never warned Sherman about his work. Garvey testified that while Sherman was working on the forward flat in the *Skipjack*, which was just after he became active in the Union, he warned Sherman three or four times to hurry because Menzie wanted to get that flat finished. The only other time Garvey claims to have tried to hurry Sherman was in November when Menzie directed him to give Sherman two additional men to enable him to finish the flat in the *Seal* more quickly.

The evidence also shows that there were other "hams" in the yard who were not discharged. Upon being asked whether he had ever discharged anyone but Sherman for taking 3 weeks on a flat, Menzie replied that he could not remember.

Menzie's denial of knowledge of Sherman's membership in the Union is not credible in view of Sherman's activity in signing up Union members in the yard both during working hours and during lunch hour. Neither Sherman nor any of the other Union members made any secret of his membership. Garvey knew that Sherman belonged to the Union because Sherman had asked him to join at one time.

The respondent does not deny that Sherman spent the morning of February 17 in the plate yard waiting for a plate. If Menzie had investigated the charge of loafing even by talking to Garvey, he would have found that Sherman was having definite difficulties attempting to secure the material necessary to carry on this work. We are led to the conclusion that Menzie knew Sherman was an active Union member and that he seized on the report of the watchman as an excuse to discharge Sherman, who, by Menzie's admission, was no less efficient than other persons working in the yard.

The argument of the respondent that the fact that other more prominent and active Union members were retained shows that Sherman was not discriminated against is not persuasive.

We therefore find that Frank Sherman was discharged by the respondent on February 18, 1937, because he joined and assisted the Union. By that discharge, the respondent has discriminated in regard to his hire and tenure of employment, thereby discouraging membership in the Union, and has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

C. The strike on February 23, 1937

The Union was organized in the summer of 1934. Its membership varied greatly in numbers during the ensuing 2½ years. On January 25, 1937, Bowman, Seagal, Hedlund, Beck, Silva, and Allen had a conference with Robinson and asked for recognition of the Union as exclusive representative of the employees. Robinson pointed out that they had not shown that they represented a majority of the employees. Another conference was arranged for January 28, 1937, and Silva promised to submit the Union's proposed agreement on January 27. When the Union committee presented the proposed agreement on January 27, Robinson told them that since it was drawn for the signature of the respondent's president, it would have to be sent to New York for consideration.

The conference on January 28 was attended by Bowman, Silva, Beck, and John Green, the president of the International Union of Marine and Shipbuilding Workers of America, the parent body of the Union. Green requested an early answer to the Union's proposal and also requested Robinson not to sign a contract with the Association until negotiations with the Union were completed. Robinson refused to agree to the latter point but stated that he would not sign with anyone until he was satisfied with their representation. Robinson again pointed out that the Union had not shown that it represented a majority.

On February 2 Robinson informed the Union committee that he would not recognize the Union as exclusive bargaining agent and that he was going to sign an agreement with the Association, recognizing it as the bargaining agent for its members.

On February 4 Green and Silva, for the Union, had a conference with Robinson, Weatherbee, and Cable, for the respondent. Robinson said that the respondent would not seek to enjoin the Board if the Union petitioned for an election, but the Union did not wish to file a petition. They talked over the possibility of having an election conducted by the Connecticut State Board of Mediation and Arbitration, herein called the State Board.

During the ensuing 2 weeks, Green wrote the State Board and requested that it hold an election among all employees except supervisory, office, and draughting room employees. The State Board notified the respondent and the Association of the request and arranged a hearing or conference in Hartford, Connecticut, for February 19, 1937.

On February 18, 1937, Sherman was discriminatorily discharged and the Union committee had its conference on the discharge with Robinson, as described above.

On February 19 the hearing before the State Board was held in Hartford. Green outlined the Union's idea of the appropriate unit. Stitt said that the Association wanted to include the draughting room employees and office workers and would not consent to an election on any other basis. Robinson said that while he thought the unit was a matter to be settled between the Union and the Association, he saw no reason for excluding the office and draughting room employees. The chairman of the State Board then announced that since the parties could not agree, it could not hold an election, being without power to determine the appropriate unit.

On Sunday, February 21, the Union held a meeting in New London, Connecticut, which was attended by 450 or 500 people. Silva and Bowman explained what had happened at the meeting with the State Board in Hartford and at the conference with Robinson about Sherman's discharge. The Union voted to present two demands to Robinson and to "demonstrate their economic strength" if he refused them. The committee was to demand the reinstatement of Sherman and a vote among the production employees, excluding supervisory, office, and draughting room employees, to determine the bargaining agent desired by the majority. The form that the "demonstration of economic strength" was to take was not decided at that meeting except that it was to be a strike of some sort.

On February 23, at about 10:30 a. m., the Union committee called on Robinson in his office to present the demands. Robinson refused them. As they were leaving, Robinson called Silva aside and asked him to see that the men on the committee from the night shift left the yard. Silva, Allen, and one other committeeman, probably Hedlund, left the yard immediately. Bowman and Seagal walked toward the boats. Weiss left them and a minute or so later blew the plant whistle, which signalled the beginning of the strike. This was shortly after 10:30 a. m. Work soon stopped. At first the men gathered in groups and talked, but before long they started parading around the yard and urging others to stop working. There was no violence, and, although the language used was profane at times, it was as Menzie testified, "shipyard language." Weiss and Bowman went around the yard shutting off electric and air power and acetylene lines. The respondent, both at the hearing and in its brief, made much of the possible damage to property and danger to life which the sudden turning off or on of electricity, compressed air, or acetylene might entail. As it turned out, no damage was done. It is also noteworthy that the foremen and superintendents did not hesitate to turn the power back on immediately without warning anyone.

That afternoon Robinson instructed the foremen to tell the strikers to leave the yard, and many of them did. Food was passed over the fence for those who did not leave. Toward evening about 125 men gathered in the weld shop. Robinson requested them to leave the yard and informed them that they were discharged. The strikers refused to leave and were removed without violence from the weld shop some time after midnight by Connecticut State police. They were arrested for trespassing, were later arraigned in the town court of Groton, and fined approximately \$3 each.

After being removed from the plant, the sit-down strikers and other members of the Union continued their strike against the respondent. During March and April 1937, conferences were held between the Union and the respondent in regard to settlement of the strike and the reinstatement of the strikers. They were not able to agree upon terms and the strike was still in progress at the time of the hearing.

The respondent's contention that the strikers were discharged by Robinson on February 23, 1937, is without foundation. His announcement, after the strike had begun, did not operate as a discharge of the strikers and they did not thereby lose their status as employees of the respondent.⁴ The strike was and continued to be a current labor dispute within the meaning of Section 2 (9), 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 tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the respondent engaged in unfair labor practices, we must, in order to effectuate the policies of the Act, restore the situation as it existed prior to their commission, so far as that is possible. Where, as here, the strike was in a large measure the consequence of the respondent's unfair labor practices, our usual practice is to order the respondent to reinstate the strikers upon

⁴ *Matter of Biles-Coleman Lumber Company and Puget Sound District Council of Lumber and Sawmill Workers*, 4 N L R B 679; *Matter of Stackpole Carbon Company and United Electrical and Radio Workers of America, Local No 502*, 6 N L R B 171.

application. The respondent contends that the conduct of the strikers on the day the strike began should bar an order for reinstatement. The seizure of its property constituted, it points out, a violation of a State statute, under which the strikers were convicted and fined. The respondent also contends that their conduct endangered both lives and property, and that by parading through so-called restricted areas and establishing themselves in the weld shop, the strikers endangered the national defense.

It may be noted in the first place that the action of the strikers was undertaken in protest against an unfair labor practice of the respondent. Laying aside this fact, however, we shall consider whether the strikers' conduct would in any circumstances warrant refusal of relief. We may assume that the strikers were guilty of violation of local law when they engaged in a sit-down strike on February 23. However, the local authorities, whose responsibility it is to enforce that law, failed to take a serious view of the crime, as the penalty imposed attests. As stated above, no injury to person or property resulted from the strikers' conduct. We are, therefore, in agreement with the view of its seriousness taken by the local authorities. In such a case we see no reason to inflict a further and much more drastic penalty for violation of the Connecticut statute.

It is true that the Board, in its discretion, has withheld orders for reinstatement of strikers because of crimes committed during the course of strikes. But in each case the crime has been a far more serious offense, amounting to a felony rather than a misdemeanor as here, and involving such conduct as shooting or dynamiting. In such situations, recognizing that restoration of the working relationship would not only not produce harmony, but might also involve actual danger to the employer and his representatives, we have taken the offense into account and withheld the order. There is nothing in the present case which would justify such an exercise of discretion.

The claim that the strikers' conduct endangered the national defense will not bear scrutiny. The so-called restricted areas were barred only to visitors to the plant. Employees were regularly permitted to go anywhere in the plant without a pass. The fact, therefore, that the machine shop, which was in the same building as the weld shop occupied by the strikers, is a restricted area, is of no consequence. Nor is there any importance to the fact that the blue-print room is also in the same building. There is no evidence that the blue-print room was entered by any strikers or that the blue-prints were disturbed in any way. Under ordinary circumstances, any employee who needed a blue-print was permitted to go to the room in which they were kept, obtain it from the custodian, and keep it as long as he wished, if only it was kept available in the plant.

We conclude that the strikers should be offered reinstatement upon application, and we will so order.

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, 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 his 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.

We shall also order the respondent to reinstate Frank Sherman with back pay from the date of his discharge to the date of the offer of reinstatement to him, less any amount he may have earned during that period. The strikers will not, of course, be entitled to back pay for the period of the strike. However, the strikers will be entitled to back pay beginning with any refusal by the respondent of their applications for reinstatement in accordance with our order.

We shall also order the respondent to withdraw all recognition from the Association as representative of any of its employees for the purposes of collective bargaining and to disestablish it as such representative.

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. Industrial Union of Marine and Shipbuilding Workers of America, Local No. 6, and Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., are labor organizations, within the meaning of Section 2 (5), of the Act.

2. The respondent, by dominating and interfering with the formation and administration of Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., and by contributing financial and other support thereto, has engaged in and is engaging in

unfair labor practices, within the meaning of Section 8 (2), of the Act.

3. The respondent, by discriminating in regard to the hire and tenure of employment of Frank Sherman, and thereby discouraging membership in Industrial Union of Marine and Shipbuilding Workers of America, Local No. 6, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3), of the Act.

4. 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.

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

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Electric Boat Company, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in Industrial Union of Marine and Shipbuilding Workers of America, Local No. 6, by discharging or refusing to reinstate any of its employees, or in any other manner discriminating in regard to their hire and tenure of employment or any term or condition of their employment because of membership or activity in Industrial Union of Marine and Shipbuilding Workers, Local No. 6, or any other labor organization of its employees;

(b) In any manner dominating or interfering with the administration of Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., or with the formation and administration of any other labor organization of its employees, and from contributing financial or other support to said Association or to any other labor organization of its employees;

(c) Recognizing Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., as the 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;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to

form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

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

(a) Offer to Frank Sherman immediate and full reinstatement to his former position without prejudice to his seniority and other rights and privileges;

(b) Make whole Frank Sherman for any loss of pay he has suffered by reason of his discharge, by payment to him of a sum equal to that which he would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, less the amount earned by him during such period;

(c) Upon application, offer to those employees who went out on strike on February 23, 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;

(d) 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 employment or placement upon the preferential list required by paragraph (c) above, less the amount, if any, which each will have earned during that period;

(e) Withdraw all recognition from Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., as a representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish said Association as such representative;

(f) Post immediately in conspicuous places in its plant at Groton, Connecticut, and maintain for a period of at least thirty (30) consecutive days, notices to its employees stating (1) that the respondent will cease and desist in the manner aforesaid, and (2) that the re-

spondent will withdraw all recognition from Employees Association of the Electric Boat Company, Groton, Connecticut, Inc., as representative 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, and completely disestablish said Association as such representative;

(g) Notify the Regional Director of the First Region within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.