

In the Matter of LONE STAR BAG AND BAGGING COMPANY and TEXTILE
WORKERS ORGANIZING COMMITTEE

Cases Nos. C-379 and R-538.—Decided July 13, 1938

Burlap Bag Manufacturing Industry—Notice and Hearing: lack of 5-day notice for filing answer, and fact that copies of charge were not affixed to complaint, held nonprejudicial technical irregularities—*Interference, Restraint, and Coercion:* expressed opposition to labor organization—*Company-Dominated Union:* domination of and interference with formation and administration; support; urging employees to join; solicitation of membership and other activities on company time and property; disestablished, as agency for collective bargaining—*Check-Off:* agreement for, with company-dominated union; employer ordered to reimburse employees for amounts deducted from wages as dues for company-dominated union—*Discrimination:* discharges, for union membership and activities; lay-offs, for union membership; refusal to re-employ, for union membership; charges of, not sustained as to four persons—*Condition of Employment:* membership in company-dominated union—*Reinstatement Ordered—Back Pay:* awarded; union unemployment benefit payments not to be deducted from—*Investigation of Representatives:* controversy concerning representation of employees: majority status disputed by employer—*Unit Appropriate for Collective Bargaining:* all employees, exclusive of clerks, office help, foremen and supervisors, salesmen, and truck drivers; stipulation as to—*Election Ordered:* date of, to be determined in future; company-dominated union excluded from ballot.

Mr. Earl R. Cross, for the Board.

Mr. R. F. Peden, of Houston, Tex., for the Employees Union.

Mr. Chas. A. Perlitz, Jr., and *Mr. Harry Dow,* of Houston, Tex., for the respondent.

Mandell & Coombs, by *Mr. Arthur Mandell* of Houston, Tex., for the T. W. O. C.

Mr. Melvin S. Frazier, of counsel to the Board.

DECISION

ORDER

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Textile Workers Organizing Committee, herein called the T. W. O. C., the National

S N. L. R. B., No. 30.

Labor Relations Board, herein called the Board, by Edwin A. Elliott, Regional Director for the Sixteenth Region (Fort Worth, Texas) issued its complaint, dated August 12, 1937, against Lone Star Bag and Bagging Company, Houston, Texas, herein called the respondent, alleging 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 National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint and notice of hearing were duly served upon the respondent, the T. W. O. C., and the Employees' Union of Lone Star Bag and Bagging Company, herein called the Employees Union. The respondent filed a motion to dismiss the complaint on the grounds that (1) the Board was without jurisdiction over the respondent, and (2) the complaint was defective.¹ The Trial Examiner reserved ruling on this motion, but subsequently denied it. His ruling is hereby affirmed.

Subject to a reservation of its legal rights, the respondent filed an answer in which it denied that it had committed any of the unfair labor practices alleged in the complaint.

The Employees Union, pursuant to authority granted by the Regional Director, intervened and filed a pleading in the nature of an answer in which it denied that the respondent had dominated or interfered with its formation or administration or had contributed support to it.

On or about July 30, 1937, the T. W. O. C. filed a petition with the Regional Director alleging that a question affecting commerce had arisen concerning the representation of employees of the respondent and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the Act. On August 17, 1937, the Board directed the Regional Director to conduct an investigation and provide for an appropriate hearing on the question concerning representation and, pursuant to Article III, Section 10 (c) (2), and Article II, Section 37 (b), of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the consolidation of the complaint and representation cases for purposes of hearing. A notice of hearing in the representation proceedings was issued on August

¹ The respondent contended that the complaint was defective because (1) the notice of hearing issued and dated August 12, 1937, was actually served by registered mail on the respondent on August 16, 1937, and required that an answer be filed by August 19, 1937, which was less than the 5 days' notice provided by the Board's Rules and Regulations, and (2) the complaint did not have a copy of the original charges and the last two pages of the three-page amended charges attached thereto as provided in the Board's Rules and Regulations.

As to the first contention, the respondent actually filed its answer by August 19, 1937, and under the Board's Rules and Regulations, if it had been necessary, could have moved for an extension of time to answer, which it did not do. As to the second contention, the issues were based upon the allegations of the complaint rather than those of the original and amended charges. We conclude that the respondent was in no way prejudiced by the technical irregularities upon which the motion to dismiss was predicated.

19, 1937, and was duly served upon the T. W. O. C., the respondent and the Employees Union.

Pursuant to notice, a hearing on the consolidated cases was held in Houston, Texas, on August 26, 1937, through September 13, 1937, before William Griffin, the Trial Examiner duly designated by the Board. All parties were represented by counsel and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues.

At the opening of the hearing counsel for the Board, over the respondent's objection, moved to amend the complaint by correcting the names of three of the persons alleged in the complaint to have been discriminatorily discharged and by adding six new allegedly discriminatory discharges. The Trial Examiner reserved ruling on the amendment but allowed it in his Intermediate Report after both parties had been permitted to introduce evidence on the issues raised by the amendment. During the course of the hearing and in the Intermediate Report the Trial Examiner made several rulings on other motions and on objections to the admission of evidence. We have reviewed all such rulings and find that no prejudicial errors were committed. The rulings are hereby affirmed.

On January 17, 1938, an Intermediate Report was filed by the Trial Examiner 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) of the Act as alleged in the complaint, as amended. Exceptions to the Intermediate Report were filed by the respondent. Thereafter the respondent requested oral argument. Pursuant to this request, upon due notice to all parties, oral argument was set for May 31, 1938, at Washington, D. C. None of the parties appeared, but in lieu thereof the respondent submitted a letter, dated May 28, 1938, restating its exceptions and arguments in support thereof. We have considered the exceptions and find them to be without merit.

The respondent has requested that the case be reopened to enable it to introduce additional evidence to show the reinstatement, subsequent to the hearing, of certain of the discharged employees named in the complaint. Such evidence, if included in the record, would not be material to the issues and would in no way alter our decision. The request is hereby denied.

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

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS

The respondent, a corporation organized under the laws of Texas with its office and plant in Houston, Texas, is engaged in the manu-

facture of new bags, renovation of second-hand bags, the manufacture of burlap covering for cotton bales, and in the sale of iron ties for use in cotton baling.

The new bags are made from burlap, over 90 per cent of which comes from India and European countries. Second-hand bags, which are used to make the burlap covers for cotton bales or are renovated and resold, come not only from Texas but also from California, New York, Cuba, European countries, and Canada. The materials to make the patches used on the second-hand bags come wholly from Canada, European countries, and Japan. The iron ties are manufactured in States other than the State of Texas. The respondent's total sales for the calendar year 1936 amounted to approximately \$2,070,000 of which amount approximately \$495,000 represented sales and shipments to customers outside of Texas.

The number of employees fluctuates between 150 and 270, depending upon the supply of raw materials, demand for the respondent's products, and the season of the year. On June 2, 1937, the respondent had approximately 241 and on August 27, 1937, approximately 248 production employees.

II. THE LABOR ORGANIZATIONS INVOLVED

Textile Workers Organizing Committee is a labor organization affiliated with the Committee for Industrial Organization. It admits to membership all employees of the respondent except truck drivers, clerks, foremen, and supervisory employees.

Employees' Union of Lone Star Bag and Bagging Company is a labor organization without outside affiliation. It admits to membership all employees of the respondent except executives, foremen, and other employees who "hire and fire."

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion, and the Employees Union*

In February or March 1937 Lucille Allison, Beulah Kindahl, and three or four other employees discussed among themselves the possibility of forming a labor organization. No action was taken at the time, according to Lucille Allison, because Beulah Kindahl laid off work and because the funds necessary to organize were not available. Feld, president of the respondent, admitted that he heard of this incipient employee organization movement and that he issued instructions to his foremen to discourage union activity and instructed the foremen to "keep this place clean of union activity of any kind." Feld attributed the termination of this movement to his instructions.

In April another group of employees, led by Margaret Florez, an

employee who was dissatisfied with her wage of \$1 per day for a 9-hour day, became interested in forming an organization of employees for collective bargaining. This group conferred with officers of Oil Workers Local 227, a C. I. O. affiliate, to obtain information and assistance in organizing the respondent's employees. Through the efforts of Oil Workers Local 227, R. R. Tisdale, an organizer for the T. W. O. C. appeared in Houston on or about May 15, 1937. Florez and Josephine Finnell, another employee, met with Tisdale shortly after he arrived and undertook to persuade some of their fellow workers to visit Tisdale.

About May 18, 1937, Feld saw Florez, Finnell, and several other unidentified girls soliciting membership in the plant and issued orders that it must be stopped. On May 21 Florez was discharged. The discharge of Florez did not dissuade Finnell from her activities and she persisted in her efforts to persuade employees to visit Tisdale. Mainly through the efforts of Finnell and Florez, who after her discharge was temporarily engaged to assist the T. W. O. C., a number of employees were induced to visit Tisdale and by June 1 approximately 35 employees had joined the T. W. O. C.

On the morning of June 2 Allison revived her dormant interest in labor organizations and, without funds or the services of Kindahl, decided to see if an inside union could be formed. She enlisted the assistance of a floorlady and three or four other employees. They visited the employees at their machines or called them into the rest rooms and urged them to join an "inside union."

During the morning of June 2 Tony Barraso, foreman of the bagging department, met with a group of employees in a dressing room. Barraso testified that some of the employees had come to him and asked him which union they should join, that he told them he could not decide for them but as there was so much noise from the machines it was suggested they go into the rest room, that pursuant to such suggestion they went into the rest room, and that he told them that he did not care which union they joined but that he wanted them to get back to work. Several other witnesses testified, however, that when Barraso came into the dressing room he asked which of the girls present were members of the Union, meaning the T. W. O. C., and that when the members answered, Barraso told them that he did not care which union they belonged to but that he did not want to talk to them. Thereupon the T. W. O. C. members left the room. There is credible testimony to the effect that after the T. W. O. C. members left Barraso told the remaining employees that he wanted to form a union of his own. In any event it is clear that at the conclusion of Barraso's talk two of the employees began to solicit the signatures of the other employees.

During the morning of June 2, Florez telephoned Tisdale and told him that she had learned that the respondent was attempting to force the employees to join a company union. Tisdale immediately went to the plant and during the noon hour he and his assistants solicited membership for the T. W. O. C. in front of the plant. R. C. Fuller, another of the respondent's foremen, was present and, after listening for a few minutes to the speeches of the T. W. O. C. organizers, injected himself into the proceedings and became involved in a brief argument with one of the T. W. O. C. organizers. Fuller then turned and told the employees present that if they "wanted to go with the outsiders, to go ahead and let the outsiders give (them) their bread and butter." A few minutes later, as the bell rang and the employees were returning to work, he told one of the employees he had seen sign a T. W. O. C. card, "I see you are coming back for your bread and butter."

During the same noon hour Raymond Joachim, the other foreman, was busy in another quarter. At the request of some of the employees Joachim made a speech during the lunch hour in a boxcar which was standing on the railroad siding on the opposite side of the plant from the T. W. O. C. organizers. The testimony regarding what was said and what was done in the boxcar is conflicting. Several witnesses testified that Joachim told them that it would be best to form "an inside union because that was Mr. Feld's idea, that Mr. Feld did not want any outsider to come in and interfere." Several witnesses also testified that Joachim had brought a piece of paper with him and at his request some of the employees began to sign it. Another witness, who could speak both English and Spanish, testified that at the conclusion of Joachim's speech, he asked one of the employees to translate it into Spanish and that the translator incorrectly told the employees that Joachim had said "We want a union of our own; whatever you want, a raise or better wages, we will vote and get us a president and then our president will ask Mr. Feld." Joachim testified that he told the employees "that as far as I understood there was an independent union being formed among the workers in the plant and as far as I knew they could be recognized and receive just as much benefits from their own independent union as they could from any union." At the conclusion of his speech the floorlady in his department asked him "Mr. Joachim, do you mind if I get some signatures on this pad?" He told her she was on her dinner hour and could do as she pleased about it. She immediately solicited the signatures of the employees present. Under all the circumstances, we are satisfied that Joachim did advocate membership in an inside union in his speech.

That afternoon Tisdale visited Feld. Tisdale testified that he told Feld that he had heard Feld was going to have a general meeting of the employees for the purpose of forming a company union and if that were true he (Tisdale) wanted an opportunity to address the employees at the same time. Tisdale claims that Feld told him that he "didn't want a damn thing to do with the C. I. O." and that if he had to have a union at all he preferred a union of his own employees, next to that an A. F. of L. union, and lastly a C. I. O. union. Tisdale further testified that while he was present the foremen were called in and Feld canceled a general meeting of employees which had been scheduled for that afternoon. Feld's testimony regarding what transpired at this meeting with Tisdale is vague and as a consequence is unreliable. Feld admitted that he canceled a general meeting of employees but did not know whether it was that day or another day when Tisdale was present. In view of the fact that the June 2 meeting was the only meeting between Feld and Tisdale until June 9, 1937, when Feld and Tisdale met at a conference attended by the Board's Regional Director, it must have been on June 2 that Feld canceled a general meeting of employees. Moreover, Feld did not deny that he expressed his animosity towards the T. W. O. C. on this occasion,—in fact, Feld made no attempt at the hearing to conceal his hostility to organized labor in general. As Tisdale was leaving, Feld asked him for a T. W. O. C. application card and, pursuant to such request, Tisdale gave Feld an application card which bore the number G-179153.

At closing time that afternoon Fuller found a large group of employees assembled in his department. Inasmuch as employees from all three departments were present it is not at all unlikely that this was the general meeting which was supposed to have been canceled. Regardless of whether it was or not, Fuller took advantage of this circumstance to give a speech. There are marked variances in the evidence regarding what was said by Fuller on this occasion. Several witnesses testified that Fuller told them that Feld wanted an inside union and that if they joined an outside union Feld would close the plant and they would starve. On the other hand Fuller testified that he told the employees present that neither he nor the respondent cared which union they joined. However, his conduct toward the T. W. O. C. and his admission that he did tell the employees that they should be particular which union they joined because "we didn't want strikes here and if we did have strikes we will be the ones to suffer and not Mr. Feld," leads us to believe that he did in fact advocate employee membership in the inside union.

While the respondent was engaged in the activities described above, Allison and her associates continued their campaign in behalf of an

inside union. She testified that on June 2, during the noon hour and after work, she and her associates secured 178 signers to blank papers which they were circulating. Although Allison testified that the circulation of these papers took place during the noon hour and after work, the evidence is conclusive that employees were solicited not only during the noon hour and after work but during working hours. Moreover, although the papers were blank the employees were aware that by signing, they were considered members of an "inside union." It was these blanks which were circulated in the rest room at the conclusion of Barraso's speech and by Joachim's floorlady at the conclusion of his speech.

On the morning of June 3, 1937, Allison engaged an attorney and ordered membership cards printed for the "Employees' Union of Lone Star Bag and Bagging Company." She sent with the order for membership cards, a blank T. W. O. C. card. Allison testified that she obtained the card from a T. W. O. C. organizer on June 2, 1937. However, the card, which was secured from the printer and introduced in evidence, bears the same number as the blank card which Tisdale gave Feld on June 2, 1937. As Feld did not deny that he had given Allison the card, we find that Feld furnished Allison with the T. W. O. C. application card obtained from Tisdale for use as a model for the new inside union's application card.

During the noon hour on June 3 the attorney whom Allison had engaged came to the plant and at a meeting of the employees on a vacant lot owned by the respondent, explained the Act to them and their right to organize an inside union. That same afternoon Allison met a Mr. Joseph in a cafe which is located near the plant. Joseph has charge of the respondent's trucks but operates as an independent contractor. She requested that he lend her \$75 for organization purposes. Joseph did not give her an immediate answer, but left the cafe. A few minutes later he returned and made Allison a \$75 personal, unsecured, loan. That afternoon, after work, a mass meeting of the employees was held. Temporary officers for the Employees Union were elected and the attorney was given the \$75 to secure a charter for the Employees Union.

On June 4 the Employees Union membership cards were received and Allison and her assistants put on an intensive membership campaign. Witness after witness testified that Allison and her assistants, including at least one of the floorladies, either visited them at their machines or called them into the rest rooms and told reluctant signers that they would lose their jobs or would be deported to Mexico if they did not join the Employees Union. Several witnesses testified that the foremen of the departments were present and made no effort

to stop such activities; in fact there is credible testimony to the effect that at least one of the foremen "suggested" to employees that they "see Mrs. Allison." That such activities did take place during working hours cannot be doubted because Fannie Gonzales, a witness called by the respondent, frankly testified that she gave a speech in favor of the Employees Union during working hours. Although she claimed the foreman of the department was absent at the time, she admitted the floorlady for the department was present and made no objection. Indeed, the record shows that the floorlady either cut off the power or ordered someone else to cut it off so Gonzales could give the speech.

The following day, June 5, Allison and others continued their activities on behalf of the Employees Union during working hours and on the respondent's time without loss of pay. During the noon hour a meeting of the Employees Union members was held on the respondent's property and the Employees Union attorney advised them that the charter had been obtained.

On June 7 or 8 Allison and her assistants circulated a paper which was headed "I hereby accept membership in the Employees Union of the Lone Star Bag and Bagging Company of Houston, Texas. I reaffirm my membership in this union * * * Of my own free will I authorize the committee of this union to act for me, as a collected (sic) bargaining agency * * *." This document was also circulated during working hours.

On June 9 Feld read a written speech to the employees. A copy of the speech is in evidence and reads in part as follows:

I know there has been a lot of agitation and trouble made from the outside by people who do not work with you. Now I have a date for two o'clock this evening with a government man and I am going to see him about all this trouble. * * * People might come out here trying to get you to quit your jobs. Of course, if you want to quit you can quit and if you want to work you can work—whatever you want to do. * * * Now, I want to know how many of you want to go on working—if you do raise your hand. We want to know who will go on and work with us and if you do not want to raise your hand, of course, you do not have to. Now most of you have raised your hands but if the others do not want to go on working they can quit, of course. If they want to keep on working they can. It looks to me like the thing to do is keep on working and make your money (your dinero) but if you quit and go on strike you do not make any money—nobody makes any when you do that. We do not want to close our factory down but if you don't want to work we can't make you. * * *

There is no evidence that either the T. W. O. C. organizers or the respondent's employees were contemplating or preparing for a strike as Feld sought to indicate in his speech.

During the afternoon of June 9 the Board's Regional Director, Tisdale, Feld, and the respective attorneys for the Employees Union, the respondent, and the T. W. O. C. held a conference regarding the charges of unfair labor practices which the T. W. O. C. had filed against the respondent. Tisdale took advantage of the occasion and, claiming that the T. W. O. C. represented a majority of the production employees, demanded collective bargaining rights. Feld questioned Tisdale's claims and demanded proof. Tisdale permitted the signed T. W. O. C. application cards which he had with him to be counted by a committee including the respondent's vice president, but as he only had 114 cards available he was unable to prove a majority. He claimed that he had additional cards at the T. W. O. C. headquarters in Atlanta, Georgia. The attorney for the Employees Union thereupon submitted the membership list of the Employees Union, which contained 203 signatures, and demanded bargaining rights for the Employees Union. The conference was adjourned to the following day. The following day Feld asked the Regional Director if the Act did not require the respondent to deal with the union representing a majority of his employees. The Regional Director assured him that the Act imposed that requirement providing the union had not been chosen because of unfair labor practices on the part of the respondent. Feld denied that the respondent was guilty of any unfair labor practices and requested the Regional Director to hold an immediate election to determine the bargaining representative. A sharp controversy arose at the hearing as to whether the attorney for the T. W. O. C. refused to consent to an election or whether he merely requested time to consult with Tisdale, who was not present. In any event the T. W. O. C. did not consent to an election.

On June 12 the attorney for the Employees Union wrote Feld a letter demanding bargaining rights for the Employees Union. Feld promptly acceded to the request and on June 17, 1937, entered into a contract with the Employees Union recognizing it as the sole bargaining agent for the respondent's employees. About 2 weeks later the respondent entered into a supplemental agreement with the Employees Union which provided that the respondent would "deduct from the pay of each employee now a member of the Employees' Union, the monthly dues of each of said members * * * and to pay same to the President and Treasurer of said Employees' Union. * * *"

It is plain from the foregoing that the respondent waged an aggressive and effective campaign to defeat its employees' free choice of representatives for collective bargaining. In the absence of a militant outside union Feld's direction to his foremen "to keep this place clean of union activity of any kind" was adequate to end employee organization activities in February or March 1937. However, with the advent of the T. W. O. C., even the respondent's expressed hostility to labor organizations coupled with the discharge of Florez, the most active proponent of an outside employee union, was not sufficient to deter the employees from organizing. To meet the new employee militancy, the respondent not only maintained its outspoken opposition to the T. W. O. C. but also created and fostered the Employees Union. The respondent's active participation in the formation of the Employees Union is established by the fact that Allison used as a model for the Employees Union's application cards, the particular T. W. O. C. card, which Feld had obtained from Tisdale on the previous day. The close relationship between the respondent and Joseph, who provided the necessary funds to launch the Employees Union, and the circumstances under which the loan was made, raise serious doubts concerning the absence of direct financial assistance from the respondent, but since the record is not clear on the exact nature of the relationship between Joseph and the respondent and since no direct agency was shown we will make no specific finding in that respect.

The respondent made it perfectly clear to the employees that it desired an inside organization by the statements and activities of Feld, Fuller, Joachim, Barraso, and the floorladies. Moreover, the respondent failed to take any steps to prevent Allison and her assistants from engaging in Employees Union activities on the respondent's property and on the respondent's time while the two most active workers in behalf of the T. W. O. C. were discharged for similar activities, which is hereinafter discussed. After the respondent's coercive pressure had propelled a number of its employees into the Employees Union, the respondent readily recognized that organization, entered into a contract with it, and after 2 weeks added a check-off arrangement to provide funds to perpetuate it.

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

B. Discrimination in regard to tenure of employment

Introduction

The respondent's plant is divided into three departments: the new-bag department, the second-hand bag department, and the bagging department. Due to the fact that a finished product is manufactured in each of such departments, the number of employees in any one of the departments may and usually does fluctuate without a corresponding fluctuation in the other departments, depending upon the supply of raw materials, the number of orders on hand, and the season of the year.

Each department is under the general supervision of a foreman and when it is necessary to increase or decrease personnel within a department the foreman in charge of such department hires or lays off such employees as he desires. It is not the policy of the respondent to transfer employees from one department to another when a lay-off in one department is necessary, even though another department may need additional employees. Thus each department is operated as a separate enterprise in so far as hire and tenure of employment is concerned.

In each of the departments there is at least one employee to whom the foreman has delegated some of his authority. Such employees, among other duties, instruct new employees how to do the work assigned them, supervise the work of the other employees, and deliver the foreman's instructions to the other employees. The respondent contends such employees are not supervisory employees. The record clearly shows, however, that such employees have been given supervisory powers by the respondent, and as a result are considered "floor-ladies" or supervisors by the other employees. We find that such floorladies are supervisory employees.

Margaret Florez had worked for the respondent for about 2 years prior to her discharge on May 21, 1937. Although Florez did not actually join the T. W. O. C. until May 23, 1937, she had been, together with Josephine Finnell, the most active worker in behalf of the T. W. O. C. in the respondent's employ and for several days prior to her discharge she had been endeavoring to persuade other employees to visit Tisdale.

Feld knew that she was engaging in such activities and he resented it. He testified that he saw her and several other girls, including Josephine Finnell, soliciting membership in the plant at hours when they were supposed to be working and that he issued orders that it must be stopped. A day or two later Florez received word not to return to work on the following day but to wait until her foreman

called her. She waited for about a week and then called Fuller, her foreman, and asked him if he had any work for her. Fuller told her that he had none. Florez testified that she then asked Fuller if the reason no work was available for her was because she had joined the T. W. O. C. and that he replied "Yes." Fuller denied that he told Florez that she had been discharged because of her union affiliation and activities although he admitted that he told her that he had no work for her. In the light of his conduct and attitude toward the T. W. O. C. as revealed by the record, we cannot credit his denial.

Florez did not deny that she solicited membership during working hours but the respondent's subsequent toleration of similar Employees Union activities clearly indicates that it condoned such conduct if engaged in on behalf of an organization which it approved.

Feld testified that Florez was laid off because a reduction in production forces was necessary. However, the record shows that the following week there was an increase in the number of employees in the department in which Florez worked. On the other hand Fuller testified that he discharged Florez because she was lazy and spent too much time in the rest rooms. Inasmuch as Florez had worked for the respondent for approximately 2 years without being reprimanded for laziness or for spending too much time in the rest rooms we think it improbable that the respondent would have disregarded its usual practice and discharged Florez without a previous warning.

In view of the respondent's militant hostility toward an outside union and the inconsistency in the reasons advanced by the respondent, we are satisfied that Florez was discharged because of her activities in behalf of the T. W. O. C. We find that the respondent discriminated in regard to the tenure of employment of Margaret Florez to discourage membership in the T. W. O. C.

Josephine Finnell had worked for the respondent about 6 years. She, like Margaret Florez, had been active in persuading employees to visit Tisdale. A short time after Feld saw her engaging in such activities her foreman, Fuller, advised Finnell and her mother, who also worked for the respondent, that Josephine "had too much union in the head" and that as a consequence her production was decreasing. A few days later she was again warned but she continued her activities in behalf of the T. W. O. C. On June 2 she joined the T. W. O. C. in the presence of her foreman. That afternoon Lucille Allison solicited her to sign a paper in favor of the "inside union." Although Finnell at first refused to sign the paper she did sign it later in the afternoon. However, her foreman did not know that she had signed the inside union paper. On the morning of June 3, 1937, she was discharged, ostensibly because of her "inefficiency." The respondent in an attempt to justify the discharge of Finnell

introduced her Social Security cards from January 1 to June 3, 1937, to prove that her production decreased during the last 2 weeks she worked. The cards show that Finnell received \$3.78 for 3 days' work for the week ending February 17, 1937, and that she received an identical amount for 3 days' work for the week ending May 26, 1937. The cards also show that she received only \$6.37 for 6 days' work for the week ending June 2, 1937, which was about \$1.50 less per week than she had been earning for 6 days' work in April 1937. However, this decrease in earnings may be accounted for by the fact that the piece-work rate for her type of piece work had been reduced from 20 cents to 15 cents per bale. Furthermore, the last week she worked she was transferred from piece work to day work at \$1.00 per day for 2 or 3 of the days of that week. The cards, therefore, do not prove that Finnell's production decreased during the last 2 weeks that she worked. Moreover, the record clearly shows that Allison and her assistants did little else than engage in union activities in behalf of the Employees Union from June 2 to June 8, 1937. As a consequence, their production must have suffered severely. Yet none of them was discharged.

It is apparent that the real reason Finnell was discharged was because she had been active in behalf of the T. W. O. C.

We find that to discourage membership in the T. W. O. C. the respondent discriminated in regard to the tenure of employment of Josephine Finnell.

Lay-offs

On June 9 and on June 16, 1937, the respondent reduced its production force in the bagging and second-hand departments respectively, and approximately 56 employees were temporarily laid off. The respondent maintains that the reduction was for business reasons and that in selecting the particular employees to be laid off the relative efficiency of the employee was the only factor considered. However, on June 9, 1937, Lucy Salas and Santos Guarardo, two employees, heard Barraso tell his floorlady, Rosa Giacona, to lay off the outside union members first. Barraso denied that he had made such a statement but in view of the fact that at the time the employees were laid off it is undenied that Rosa told some of them that Barraso had said that all "who belonged to the outside union would be laid off," we are satisfied that Barraso did make the statement to his floorlady.

Furthermore, the record clearly shows that a number of the T. W. O. C. members who were among those laid off on June 9 and June 16, 1937, had been considered, prior to the time that they joined the T. W. O. C., among the most efficient employees in their

respective departments. This is evidenced by the fact that they had worked through one or more previous lay-offs in their departments in which the number of employees in such department did not exceed the number at the conclusion of these lay-offs.

Lucy Salas, Josefa Rodriguez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriguez, Celia Salas, Annie Cordenas, Mecalla Gonzales, Florence Guerrero, and Esper Coronado are the T. W. O. C. members who had worked through such previous lay-offs. Each had revealed her membership in the T. W. O. C. to her foreman or floor-lady, or had joined the T. W. O. C. in front of the plant in full view of Foreman Fuller.

We are satisfied that those employees were selected to be laid off because they had joined the T. W. O. C. and we, therefore, find that the respondent has discriminated in regard to the tenure of employment of each of such employees because they had joined the T. W. O. C.

Approximately 30 other T. W. O. C. members were laid off on June 9 and June 16. Although there is a prima facie showing that the occasion for these extensive lay-offs was used in part as a vehicle for discrimination against T. W. O. C. members, we are of the opinion, after examining the evidence, that these employees would have been and were laid off regardless of whether or not they had joined the T. W. O. C. and we, therefore, find that they were not laid off because of their union membership.

The complaint, as amended, alleged that certain other named employees, who the record shows were discharged or laid off and denied reinstatement on dates other than June 9 and June 16, 1937, were discriminatorily laid off, discharged, or denied reinstatement because of their T. W. O. C. affiliations and activities. We shall proceed to a consideration of those individual cases.

Lucy Williams had worked for the respondent for about 13 years. She had been absent because of illness from June 1 to June 16, 1937. On June 16 she returned to the plant and asked her foreman, Fuller, if she could go to work. He told her that she could if she was the "right one." She then went to the timekeeper's office where Allison, the timekeeper, and Lesser, vice president of the respondent, were present. Allison immediately attempted to persuade her to join the Employees Union. Williams had joined the T. W. O. C. on June 3 and consequently she refused to join the Employees Union. Allison demanded that Lesser make her sign the application card. Lesser refused, saying that Williams had been working for the respondent longer than he had, but added that he was surprised to find that she had joined the T. W. O. C. and that she "ought to know better." She was not given a time card and she went home.

About a month later she returned to the plant and again talked to Fuller. She again asked him if she could go back to work and he said "maybe." Allison was standing nearby and took her to the timekeeper's office where Williams signed the Employees Union card and was immediately reinstated.

The respondent contends Williams could have gone to work at any time and that it did not refuse to allow her to resume her position.

The statement of her foreman that she could work if she was the "right one," Allison's efforts to force her to sign an Employees Union application card in the presence and with the apparent approval of a high official of the respondent as soon as she arrived at the timekeeper's office, and Lesser's comment that she ought to have known better than to sign a T. W. O. C. card, indicated to Williams that she had to join the Employees Union or go home. That she was correct in such assumption appears clear because neither her foreman nor Lesser told her that she could go to work without joining the Employees Union and allowed her to leave the plant without protest. Furthermore, the fact that she was immediately reinstated after she signed the Employees Union card indicates clearly that the respondent was imposing upon this employee membership in the Employees Union as a condition of employment.

We find that the respondent refused to allow Lucy Williams to resume her position because she refused to resign her membership in the T. W. O. C. and join the Employees Union and did, thereby, discriminate in regard to the hire and tenure of her employment to discourage membership in the T. W. O. C. and encourage membership in the Employees Union.

Antonio De Leon had worked in all three departments a total of about 8 years. She was one of the group who had sought the aid of the officers of the Oil Workers Local to organize the respondent's employees. She had joined the T. W. O. C. on June 2, 1937, and had refused to join the Employees Union despite threats by Allison that she would lose her job if she did not. On July 22, 1937, Fuller discharged her.

The respondent contends that she was discharged because she was inefficient in that she would not keep her machine oiled and consequently had on several occasions burned the bearings out of her machine. Fuller testified that the day he discharged her she "burnt" another machine and he discharged her for such cause. De Leon denied that she had "burned" her machine and claimed that immediately after she left the machine it was assigned to another employee who began to use it. As it would have taken at least 5 minutes to replace the burned machine with a new one, it is evident

that the testimony of Fuller and De Leon is in irreconcilable conflict. The Trial Examiner, who had an opportunity to observe both witnesses, stated in his Intermediate Report that he was impressed with De Leon's veracity and he adopted her testimony as to what happened on this occasion. We accept the Trial Examiner's finding. Furthermore, considering that the respondent had kept De Leon in its employ for 8 years regardless of any propensity she may have had to "burn" machines and that T. W. O. C. members were being discriminatorily discharged and laid off, we believe this employee was discharged because she refused to resign from the T. W. O. C. and join the Employees Union, and we so find.

Joe Martinez had worked irregularly for the respondent for about 8 months. For a major part of that time he worked in Joachim's department. However, it appears that in March or April Joachim laid him off and about a month later Fuller hired him. He joined the T. W. O. C. on June 2, 1937. About June 18, 1937, Martinez signed an Employees Union application card. However, he did not drop his T. W. O. C. affiliation and attended a T. W. O. C. meeting on June 20, 1937. On June 22 one of the Employees Union organizers asked him to return the Employees Union card and told him she would "fix everything up so (he) wouldn't get a job in any other factory." That evening Fuller laid him off.

Fuller testified that Martinez and two other employees who worked with him on a machine were laid off because of lack of material. Fuller further testified that Martinez was not attentive to his work and that, although he had warned him several times, he would not stay on his machine. Martinez did not deny that he had been warned of his delinquencies and admitted that the other employees who were laid off at the same time were members of the Employees Union.

As it appears that the machine that Martinez was working on was discontinued and that the other employees laid off with Martinez were Employees Union members, we find that Martinez's services were not terminated because of his union affiliations or activities. The complaint will therefore be dismissed in so far as it alleges he was discriminatorily discharged.

Otila De Leon had worked for the respondent irregularly since 1933. Her services were terminated on May 9, 1937. The record is devoid of any evidence that she had engaged in any concerted activities with other employees prior to her discharge and as she did not join the T. W. O. C. until June 16, 1937, it is apparent that this employee could not have been discharged because of her union affiliations or activities.

Esther Navarro was employed by the respondent the last week in April 1937 and was laid off about May 25, 1937. She did not join

the T. W. O. C. until June 8, 1937. She admitted that she had not attended a T. W. O. C. meeting or been active in the T. W. O. C. until after she joined the organization 2 weeks subsequent to her discharge. Under such circumstances, we find that this employee was not discriminatorily laid off.

Isabella Boinez had worked for Fuller in the new-bag department for a short time in February 1937. About May 12 Joachim engaged her to work in his department. Her testimony is vague but it appears that she was discharged again about June 2, 1937, the date she joined the T. W. O. C., which she claimed she did secretly.

The record shows that when Joachim engaged her she was put on day work for the first 2 weeks at \$1 per day in accordance with the respondent's usual custom. The third week she was put on piece work and only earned \$1.49 for the week. The respondent claims that she was inefficient and that she was discharged for such cause. Her weekly earning of \$1.49 would indicate she was not a productive worker and it is our opinion that she was laid off for that reason.

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 with foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. REMEDY

We have found that the respondent has dominated and interfered with the formation and administration of the Employees Union and contributed support to it. In order to remedy this unlawful conduct we shall order the respondent to cease and desist from such conduct and to withdraw all recognition from the Employees Union as representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment.

Furthermore, the record discloses that the respondent entered into the supplemental contract providing for the check-off of dues from the wages of Employees Union members on the basis of authorizations secured from employees under the same coercive circumstances as their membership in the organization. It is our duty to restore the status quo existing prior to the respondent's unfair labor practices and we will, therefore, order that the respondent reimburse its em-

ployees for amounts deducted from their wages as dues for the Employees Union.²

We have also found that the respondent has discriminated in regard to the tenure of employment of Margaret Florez, Josephine Finnell, Lucy Salas, Josefa Rodriguez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriguez, Lucy Williams, Celia Salas, Annie Cordenas, Mecalla Gonzales, Florence Guerrero, Esper Coronado, and Antonio De Leon thereby discouraging membership in the T. W. O. C.

It appears that the respondent reinstated Esper Coronado on July 3, 1937, and Lucy Williams on July 26, 1937, after they had joined the Employees Union. However, Esper Coronado was illegally deprived of employment from June 16, 1937, to July 3, 1937, and Lucy Williams from June 16, 1937, to July 26, 1937. The respondent must make Lucy Williams and Esper Coronado whole for any loss of pay they suffered by reason of the respondent's unlawful conduct by payment to each of them, respectively, a sum of money equal to the amount which each would normally have earned during the period each was illegally deprived of employment less any amount each may have earned during such period.

The respondent contends, in its exceptions to the Intermediate Report, that it has reinstated 8 of the 13 other employees we have found were discriminatorily discharged or laid off. It appears that during the months of September and October 1937 such employees were given temporary employment. As they were only given temporary employment the respondent did not give them full reinstatement. We shall, therefore, order the respondent to offer immediately to Josephine Finnell, Margaret Florez, Lucy Salas, Josefa Rodriguez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriguez, Celia Salas, Annie Cordenas, Mecalla Gonzales, Florence Guerrero, and Antonio De Leon full reinstatement to their former positions with back pay from the date they were illegally discharged or laid off to the date reinstatement is offered, less any amount each of them may have earned, respectively, during such time.

Practically all of the above-named employees were paid on a piece-work basis. The amount of back pay to be paid such employees shall, therefore, be computed at the rate each earned for the 2-week period immediately prior to June 2, 1937, subject to any modification in the pay rate which has been instituted since June 2, 1937.

It was urged by the respondent that in the computation of any back pay awarded, unemployment benefit payments from the T. W. O. C. should be deducted. Unemployment benefit payments which

² See *Matter of The Heller Brothers Company of Newcomerstown and International Brotherhood of Blacksmiths, Drop Forgers, and Helpers*, 7 N. L. R. B. 646.

some of such employees have received from the T. W. O. C. are in no sense earnings and are not to be deducted in computing the amount of back pay to be paid such employees.³

VI. QUESTION CONCERNING REPRESENTATION

The T. W. O. C. claims that it has been designated as the bargaining representative by a majority of the respondent's employees in an appropriate unit. The respondent denies that the T. W. O. C. has been designated as the bargaining agency of a majority of the employees in such unit.

We find that a question concerning representation of employees of the respondent has arisen.

VII. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION UPON COMMERCE

We find that the question concerning representation which has arisen, occurring in connection with the operations of the respondent described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and with foreign countries, and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VIII. APPROPRIATE UNIT

All parties to the hearing stipulated that an appropriate unit for bargaining purposes is all the respondent's employees, except clerks, office help, foremen and supervisors, salesmen, and truck drivers. Since all parties are in agreement as to the classes of employees constituting an appropriate unit, and since the record supports their conclusion that such a unit is appropriate, we see no reason for finding otherwise.

We find that all employees of the respondent, exclusive of clerks, office help, foremen and supervisors, salesmen, and truck drivers, constitute a unit appropriate for the purposes of collective bargaining and will insure to employees the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

IX. DETERMINATION OF REPRESENTATIVES

It appears that on June 2, 1937, there were 241 and on August 27, 1937, there were 248 employees in the appropriate unit.

³ See *Matter of Vegetable Oil Products Company, Inc., a corporation and Soap and Edible Oil Workers Union, Local No. 18409*, 1 N. L. R. B. 989 and 5 N. L. R. B. 52.

The T. W. O. C. introduced in evidence a list of names copied from its application cards. At the hearing, the list and cards were checked with the respondent's records by one of its representatives. It appears that no more than 114 of the employees in the unit we have found appropriate had joined the T. W. O. C. by June 9, 1937, the date the respondent discriminatorily laid off a large number of T. W. O. C. members.

Subsequent to June 9, 1937, approximately 22 additional employees joined the T. W. O. C. but its gains in membership were more than offset by its losses as several T. W. O. C. members voluntarily left the respondent's employ; others were laid off in the bagging and second-hand bag departments; and several nonunion employees were hired in the new-bag department. Thus by August 27, 1937, the T. W. O. C. represented only 73 of the 248 employees then working. Including the 13 T. W. O. C. members who we have found were discriminatorily discharged or laid off and who had not been reinstated prior to August 27, the T. W. O. C. represented only 86 of the respondent's employees on that date.

Although Tisdale claimed that employees other than those set forth on the T. W. O. C. list had signed its application cards, the evidence introduced was insufficient to prove his claims.

As we cannot determine that the T. W. O. C. represented a majority of the employees in the appropriate unit at any definite date, we shall, in accordance with our usual custom, order that an election be held among the employees in the above-described unit to determine the question of representation which has arisen. Since we shall order the respondent to disestablish the Employees Union as a collective bargaining agency we shall make no provision for designation of the Employees Union on the ballot.

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

CONCLUSIONS OF LAW

1. Textile Workers Organizing Committee and Employees' Union of Lone Star Bag and Bagging Company are labor organizations within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the Employees' Union of Lone Star Bag and Bagging Company and by contributing support thereto, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. By discriminating in regard to hire and tenure of employment of Lucy Salas, Josefa Rodriguez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriguez, Lucy Williams, Celia Salas, Annie

Cordenas, Mecalla Gonzales, Florence Guerrero, Antonio De Leon, Esper Coronado, Josephine Finnell, and Margaret Florez, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

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

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

6. The respondent has not discriminated in the hire and tenure of employment of any of the employees named in the complaint, as amended, except those named in subsection 3 hereof.

7. All employees of the respondent, exclusive of clerks, office help, foremen and supervisors, salesmen, and truck drivers, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

8. A question affecting commerce has arisen concerning the representation of employees of the respondent within the meaning of Section 9 (c) and Section 2 (6) and (7) 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, Lone Star Bag and Bagging Company, Houston, Texas, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Textile Workers Organizing Committee or any other labor organization of its employees, by discharging, laying off, refusing to reinstate, or otherwise discriminating against its employees in regard to hire and tenure of employment or any term or condition of employment because of membership in or activity in behalf of the Textile Workers Organizing Committee or any other labor organization;

(b) Dominating or interfering with the administration of the Employees' Union of Lone Star Bag and Bagging Company, or with the formation and administration of any other labor organization of its employees, and from contributing support to the Employees' Union of the Lone Star Bag and Bagging Company, or to any other labor organization of its employees;

(c) Recognizing the Employees' Union of Lone Star Bag and Bagging Company as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, hours of employment, or other conditions of employment;

(d) Giving effect to any contracts it may have with the Employees' Union of Lone Star Bag and Bagging Company concerning grievances, labor disputes, rates of pay, hours of employment, the retention of union dues from the earnings of members of the Employees Union, or other conditions of employment;

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

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

(a) Offer Lucy Salas, Josefa Rodriquez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriquez, Celia Salas, Annie Cordenas, Mecalla Gonzales, Florence Guerrero, Margaret Florez, Josephine Finnell and Antonio De Leon immediate and full reinstatement to their former positions without prejudice to their seniority or other rights and privileges;

(b) Make whole Lucy Salas, Josefa Rodriquez, Rosie Gomez, Lupe Rubio, Dora Flores, Concepcion Rodriquez, Celia Salas, Annie Cordenas, Mecalla Gonzales, Florence Guerrero, Margaret Florez, Josephine Finnell and Antonio De Leon for any loss of earnings they may have suffered by reason of the respondent's discrimination in regard to hire and tenure of employment, by payment to each of them, respectively, a sum of money, computed as provided in the section entitled "Remedy," equal to that which each of them would normally have earned during the period from the date of such discrimination to the date of the offer of reinstatement, less any amount which each earned during such period;

(c) Make whole Esper Coronado for any loss of earnings she suffered by reason of being laid off by payment to her of a sum of money equal to that which she would normally have earned from the date she was laid off to July 3, 1937, the date she was reinstated, less the amount earned by her during such period;

(d) Make whole Lucy Williams for any loss of earnings she suffered by reason of the respondent's discrimination in regard to hire and tenure of employment by payment to her of a sum of money equal

to that which she would normally have earned from June 16, 1937, the date the respondent refused to allow her to resume her position, to July 26, 1937, the date she was reinstated, less the amount earned by her during such period;

(e) Withdraw all recognition from the Employees' Union of Lone Star Bag and Bagging Company as a representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, hours of employment, or conditions of work; and completely disestablish said labor organization as such representative;

(f) Reimburse the employees who were members of the Employees' Union of Lone Star Bag and Bagging Company for the dues it has deducted from their wages on behalf of Employees' Union of Lone Star Bag and Bagging Company;

(g) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of thirty (30) consecutive days, stating (1) that the respondent will cease and desist as aforesaid, and (2) that the respondent withdraws all recognition from the Employees' Union of Lone Star Bag and Bagging Company as a representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, hours of employment, and conditions of employment, and completely disestablishes it as such representative;

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

It is further ordered that the complaint, as amended, be and hereby is dismissed in so far as it alleges the respondent, by the lay-off or discharge of any other persons than those named in paragraph 3 of the Conclusions of Law hereof, has violated Section 8 (1) and (3) of the Act.

DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Section 8, of National Labor Relations Board Rules and Regulations—Series 1, as amended, it is hereby

DIRECTED that, as a part of the investigation directed by the Board to ascertain representatives for the purposes of collective bargaining with Lone Star Bag and Bagging Company, Houston, Texas, an election by secret ballot shall be conducted at such time as the Board may hereinafter direct, under the direction and supervision of the

Regional Director for the Sixteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the employees of the respondent who were employed by the respondent within a period to be determined by the Board in the future, exclusive of clerks, office help, foremen and supervisors, salesmen, truck drivers, and those who have since voluntarily quit or been discharged for cause, to determine whether or not they desire to be represented by Textile Workers Organizing Committee for the purposes of collective bargaining.