

IN THE MATTER OF NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY and INDUSTRIAL UNION OF MARINE AND SHIPBUILDING WORKERS OF AMERICA

Case No. C-470.—Decided August 9, 1938

*Shipbuilding Industry—Interference, Restraint, or Coercion—Employee Representation Plan:* form and operation; order 'disestablishing—*Discrimination:* charges of, not sustained.

*Mr. Jacob Blum*, for the Board.

*Mr. Fred H. Skinner*, *Mr. John Marshall*, and *Mr. Charles C. Berkeley*, of Newport News, Va., for the respondent.

*Mr. M. H. Goldstein*, of Philadelphia, Pa., for the Union.

*Mr. Frank A. Kearney*, of Phoebus, Va., for the Committee.

*Mr. Herbert Fuchs*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Industrial Union of Marine and Shipbuilding Workers of America, herein called the Union, the National Labor Relations Board, herein called the Board, by Bennet F. Schauffler, Regional Director for the Fifth Region (Baltimore, Maryland), issued its complaint dated June 18, 1937, against Newport News Shipbuilding and Dry Dock Company, Newport News, Virginia, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. In respect of the unfair labor practices, the complaint, as amended, alleged in substance that the respondent discharged John M. Darling, Jr., from its employ, for the reason that he attempted to form an industrial union among the respondent's employees; and discharged William H. Bell,<sup>1</sup> Melvin L. Anderson,<sup>2</sup>

<sup>1</sup> Referred to in the complaint as W. H. Bell.

<sup>2</sup> Referred to in the complaint as M. L. Anderson.

E. B. Wright, and Jesse Dillon, for the reason that they joined and assisted the Union. It further alleged that the respondent had dominated, supported, and interfered with the formation and administration of Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, sometimes referred to as Representation of Employees, a labor organization, herein called the Committee. Copies of the complaint and accompanying notice of hearing were duly served upon the respondent and upon the Union.

The respondent filed an answer<sup>3</sup> objecting to the Board's jurisdiction of the subject matter and denying the allegations of unfair labor practices charged.

The Committee filed a motion for leave to intervene and an answer denying the allegations of the complaint. The motion for leave to intervene was granted by the Regional Director.

Pursuant to notice, a hearing was held at Newport News, Virginia, from August 30 to September 8, 1937, before James C. Paradise, the Trial Examiner duly designated by the Board. The Board, the respondent, and the Committee were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. The Committee filed a brief. Numerous motions and objections to the admission of evidence were made and ruled upon at the hearing. The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On March 9, 1938, the Trial Examiner filed his Intermediate Report. He found that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the Act. He recommended that the respondent cease and desist from the unfair labor practices so found; disestablish and withdraw recognition from the Committee as the collective bargaining agent of its employees; and reinstate Bell, Anderson, Wright, and Dillon to their former positions with back pay. He also recommended that the complaint, as amended, be dismissed in so far as it alleged the discriminatory discharge of Darling.

Exceptions to the Intermediate Report were thereafter filed by the respondent and by the Committee. Pursuant to notice, a hearing was held before the Board at Washington, D. C., on May 11, 1938, for

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<sup>3</sup> On June 25, 1937, before answering the complaint, the respondent filed a bill of complaint in the United States District Court for the Eastern District of Virginia seeking to enjoin the Regional Director, the Regional attorney for the 5th Region, and the Trial Examiner from proceeding in this case. The District Court dismissed the bill. On January 31, 1938, the United States Supreme Court (303 U. S. 54) affirmed a decree of the Circuit Court of Appeals for the Fourth Circuit (91 F. (2d) 730) which had affirmed the decree of the District Court.

the purpose of oral argument. The respondent, the Committee, and the Union were represented by counsel and participated in the argument. The respondent filed a brief.

The Board has fully considered the exceptions to the Intermediate Report, and, in so far as they are inconsistent with the findings, conclusions, and order set forth below, finds no merit in them.

Counsel for the Committee filed with the Board certain data purporting to show the results of a referendum and of an election of representatives conducted among the respondent's employees during June 1938. By letter dated July 25, 1938, counsel requested that these data be made part of the record in the case. This request is improperly made under the Board's rules governing motions,<sup>4</sup> and the data sought to be made part of the record is immaterial to the determination of the issues. The request is accordingly denied.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The respondent is a Virginia corporation owning and operating a shipyard in Newport News, Virginia. It is engaged in the business of designing, constructing, overhauling, and repairing ships for the United States Navy and for private interests, foreign and domestic. It also builds water turbines.

The aggregate cost of materials purchased by the respondent for use in its business approximated \$7,500,000 in 1936, and \$5,500,000 in the first eight months of 1937. Principal among the materials are steel, lumber, and coal. The cost of materials purchased during the periods mentioned, and the amount and percentage of such cost allocable to materials shipped to the yard from points of origin within and without the State of Virginia, respectively, are shown in the following tables:

1936

	Total purchases	In Virginia		Outside Virginia	
	Dollars	Dollars	Percent of total	Dollars	Percent of total
Steel.....	2,049,000.00		0.0	2,049,000.00	100.0
Lumber.....	121,000.00	28,000.00	23.1	93,000.00	76.9
Coal.....	99,000.00		0.0	99,000.00	100.0
Other materials.....	5,210,418.00	787,423.54	15.1	4,422,994.46	84.9
Total.....	7,479,418.00	815,423.54	10.9	6,663,994.46	89.1

<sup>4</sup> Article II, Section 14, of National Labor Relations Board Rules and Regulations—Series 1, as amended.

1937 (JANUARY TO AUGUST, INCL)

	Total purchases	In Virginia		Outside Virginia	
	Dollars	Dollars	Percent of total	Dollars	Percent of total
Steel.....	805,000.00		0.0	805,000.00	100.0
Lumber.....	122,000.00	20,000.00	16.4	102,000.00	83.6
Coal.....	74,000.00		0.0	74,000.00	100.0
Other materials.....	4,593,240.00	474,351.33	10.3	4,118,888.67	89.7
Total.....	5,594,240.00	494,351.33	8.8	5,099,888.67	91.2

The greater part of the respondent's production consists of ships built for the United States Navy. Between August 1933 and October 1936, the respondent received contracts from the Navy Department for the construction of two airplane carriers, two light cruisers, and two destroyers at prices aggregating \$71,096,000. The delivery dates under the contracts range from August 1937 to June 1939. It is the respondent's practice, in the case of vessels built for the Navy, to take such vessels on trial trips with crews made up of its own employees over navigable waters both within and without the territorial limits of the State of Virginia. In building the two airplane carriers and the two light cruisers, the respondent sent quantities of piping from its yard to New York City to be rubberized prior to installation at the yard.

Two tug boats and a tank barge at contract prices aggregating \$1,020,000, were the only merchant vessels under construction at the respondent's yard between June 1934 and the time of the hearing. Since the close of the hearing these three vessels have been delivered to and placed in operation by their owners.

Between July 1, 1935, and August 31, 1937, 322 vessels were overhauled or repaired at the respondent's yard for an aggregate billing price in excess of \$3,000,000. The number of vessels of foreign and of domestic registry overhauled or repaired by the respondent in each calendar-year period within the period above stated is:

	Total number of vessels	Registry	
		Foreign	Domestic
July to December 1935.....	61	3	58
January to December 1936.....	120	20	100
January to August 1937.....	141	20	121
Total.....	322	43	279

The vessels of foreign registry comprise 37 freighters and 6 tankers. The billing price for their overhaul and repair exceeded \$375,000. The vessels of domestic registry comprise 150 freighters,

53 tankers, 30 passenger-freight vessels, 11 tugs, 10 ferries, 7 car-floats, 7 barges, 7 yachts, 3 passenger vessels, and 1 dredge. The billing price for their overhaul and repair exceeded \$2,625,000.

All the vessels of foreign registry and a substantial number of the vessels of domestic registry overhauled or repaired by the respondent are engaged in interstate commerce, or in commerce between the United States and foreign countries, or in both.

The respondent's yard is one of the most important in the United States. At the time of the hearing, it employed 5,500 persons.

There is no doubt that the operations of the respondent affect trade, traffic, and commerce among the several States, and between the States and foreign countries.

## II. THE LABOR ORGANIZATIONS INVOLVED

Industrial Union of Marine and Shipbuilding Workers of America is a labor organization affiliated with the Committee for Industrial Organization. It admits to membership workers employed in the shipbuilding, ship repairing, and marine equipment industries.

Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, sometimes called Representation of Employees, is an unaffiliated labor organization. Participation in its affairs is open to all employees of the respondent who have been on the pay roll for 60 days or longer, except those in official or supervisory positions.

## III. THE UNFAIR LABOR PRACTICES

### A. *Domination of the Committee*

In 1927, in cooperation with its employees, the respondent put into effect at the shipyard a plan of employee representation known as Representation of Employees. The purposes of the plan were stated in its preamble as follows:

In order to give the employees of the Company a voice in regard to the conditions under which they labor, and to provide an orderly and expeditious procedure for the prevention and adjustment of any future differences, and to anticipate the problem of continuous employment, a method of representation of employees is to be established.

Provision was made for the election, annually, by the employees of 21 white and 7 colored representatives. The elected representatives each were paid \$100 per year by the respondent for serving in that capacity. Persons holding supervisory positions were ineligible to serve as representatives or to vote for representatives.

The administration of the plan was vested in four joint committees, consisting respectively of five of the elected representatives and not more than an equal number of representatives chosen from among the employees by the management. The plan provided, in addition, for a so-called Management's Representative whose function it was "to keep the management in touch with the representatives and represent the management in negotiations with their officers and committees." A provision calling for the arbitration of differences became operative only upon concurrence of the respondent's president. Amendment of the plan required the affirmative vote of two-thirds of the full membership of one of the joint committees, namely, the Committee on Rules (which included representatives appointed by the management), or of a majority of all the employees' representatives and representatives of management at an annual conference. The independence of action of elected representatives was "guaranteed" by permitting them to take questions of discrimination "to any of the Superior Officers, to the Joint Committee and to the President of the Company." The plan contained no provision for the payment of dues.

The original plan was revised in 1929, 1931, 1934, 1936, and, finally, in 1937. The 1931 revision, which remained in effect without material change until 1937, differed from the first plan in the following respects: One white and one colored employee representative were elected by the employees in each department and division, and the respondent appointed an equal number of management representatives. The annual remuneration paid elected representatives by the respondent was reduced to \$60. Instead of four governing joint committees a General Joint Committee was set up to administer the plan, composed of all elected representatives and all representatives of management, a majority of each class of representatives constituting a quorum. The secretary of the General Joint Committee was paid \$5 monthly by the respondent. An executive committee also was established, comprising five elected employee representatives and five representatives of management. Elections were arranged for by the management representatives "but insofar as possible conducted by the employees themselves." Procedure was established for the adjustment of individual employee grievances. It provided that in the event of failure of settlement the respondent's president be notified. Under the plan, the General Joint Committee met monthly to take action upon matters presented by the Management's Representative or by employee representatives or subcommittees, but finality of the action of the General Joint Committee was made dependent upon approval by the respondent's president. So, too, amendment of the plan, which could be accomplished by a two-thirds vote of the entire

General Joint Committee, became effective "when approved by the President of the Company."

Manifestly, from the plan's inception in 1927 until its final revision in 1937, the respondent dominated, assisted, and interfered with the administration of the labor organization whose structure is set forth in the plan, in its revised as well as in its original form.

The plan's final revision occurred in May 1937, after the Supreme Court of the United States upheld the constitutionality of the Act. It originated in the General Joint Committee one-half of whose members, as indicated above, represented the interests of the respondent. It was referred for suggestions to the similarly constituted executive committee and to the elected employee representatives separately. On May 20, 1937, after the Management's Representative announced that the revision was acceptable to the respondent, it was adopted by the General Joint Committee, to take effect June 30. Robeson, the personnel manager, and Woodward, the general manager of the respondent, took an active part in the revision of the plan.

The secretary of the Committee, Irving Clark Wilkins, testified that this change was undertaken in order to bring the plan "within the letter as well as within the spirit of the Wagner Act." In the light of this avowed purpose, the method by which the revision was effectuated is surprising. It is apparent that the procedure which was followed was that of amendment under the existing plan, a procedure which required the consent of the respondent and which rendered revision by independent action of the employees and their elected representatives, or by either, free from domination and interference by the respondent, impossible.

The provisions of the plan as revised, no less than the manner of its revision, indicate that it is still the creature of the respondent. The two principal changes were the elimination of compensation paid to elected representatives by the respondent, and the substitution for the General Joint Committee and the joint executive committee of a single Employees' Representative Committee (the intervenor herein), composed solely of employee representatives elected by the employees. The plan<sup>5</sup> provides, however, that the action of the Employees' Representative Committee "shall be final, and become effective upon agreement by the company" (Article VI), and that any article in the plan may be amended by a vote of two-thirds of the entire membership of the Committee, which "amendments shall be in effect at the time specified by the Employees' Representative Committee, unless disapproved by the company within 15 days after their passage" (Article IX). The plan contemplates a grievance procedure concluding with presentation of the grievance to the re-

<sup>5</sup> Board Exhibit No. 1 K.

spondent's personnel manager or its general manager in the event no settlement has theretofore been effected.

It is too well settled to require discussion that a labor organization whose character and structure have been determined by an employer, if only to the extent that the respondent has been shown to have participated in the 1937 revision, which is incapable of taking action without agreement by the employer, and is unable to change its scheme and manner of representation over the employer's objection, is employer-dominated and interfered with within the meaning of the Act.<sup>6</sup>

The respondent and the Committee contend that the plan, in addition to providing bylaws for the government of the Committee, constitutes a contract, binding upon the respondent. In its brief, the respondent argues that the requirements of the plan rendering action by the Committee subject to the respondent's agreement (Article VI) and amendments subject to its veto power (Article IX) apply only to matters affecting the respondent's rights under the alleged contract and cannot affect independent action or amendment which concerns the Committee alone. This argument is more ingenious than real. The plan is unsigned and contains no provision for signature. With a single immaterial exception,<sup>7</sup> nothing in the plan obligates the respondent in any way to act or to refrain from acting. The respondent is left free to determine, in every instance, whether a proposed action of the Committee or any amendment of the plan in view of its effect upon the respondent's interest, if any, may be executed.<sup>8</sup> In short, the respondent's power under the plan to stifle independent action of the Committee is complete.

As revised May 20, 1937, the plan has been in operation at the respondent's shipyard since June 30, 1937. The revised plan was printed in booklet form at the respondent's expense and distributed by the supervisors in each department. Copies of the minutes of each meeting held by the Committee are duplicated at the respondent's expense on stationery provided by it and are distributed to the representatives through the yard mailing service. One such copy is regularly sent to the respondent's personnel manager, and one is posted on the respondent's bulletin board in the shipyard.

We find that the respondent has dominated and interfered with the formation and administration of the Employees' Representative Committee of the Newport News Shipbuilding and Dry Dock Com-

<sup>6</sup> *National Labor Relations Board v. Pennsylvania Greyhound Lines, Inc., et al.*, 303 U. S. 261.

<sup>7</sup> "The Company shall appoint a Management's Representative or Representatives. He, or they shall keep the Management in touch with the Employee Representatives, and represent the Management in negotiating with the Employee Representatives, their Officers, and Committees." (Article V.)

<sup>8</sup> Cf. *National Labor Relations Board v. American Potash and Chemical Corporation, et al.*, 9th Circuit, 98 Fed. (2d) 488, decided June 27, 1938.

pany, sometimes called Representation of Employees, and has contributed support to it, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. We find, further, that the Committee is incapable of serving the respondent's employees as their genuine representative for the purposes of collective bargaining.

### B. *The discharges*

#### 1. Darling

John M. Darling, Jr., started to work for the respondent in September 1935 as an air-hose inspector earning 54 cents per hour. Shortly afterwards his hourly rate was increased to 60 cents. He was discharged on March 3, 1937. The respondent denies that it discharged Darling because he attempted to form an industrial union or otherwise advocated industrial unionism among its employees. It contends that Darling was discharged because his "demeanor, conduct, and manner of work made him an undesirable employee."

Prior to the discharge there was no active local of the Union at the respondent's yard. Darling testified that he talked to his co-workers in favor of industrial unionism, sounding out sentiment among them. He stated, also, that in his spare time, from December 1936 to February 1937, he had assisted a strike of the seamen along the Newport News waterfront, a strike, however, in which the respondent was not involved. The evidence of Darling's organizing activities before his discharge is meagre and vague, and there is no proof that the respondent was aware of them when it discharged him.

The testimony of a number of witnesses with whom he had worked indicates that Darling, although intelligent and capable, was on occasion a difficult co-worker and subordinate, given to argument with his fellows and superiors. He became involved in a number of disputes concerning the manner in which work should be done. It is not shown that these disputes arose out of discussions concerning labor organizations or related subjects.

A month before his discharge Darling was warned that he would lose his job if he did not get along better with the men. A few weeks later he had another quarrel with a fellow-employee.

Darling's termination slip stated that he was laid off for lack of work. Dissatisfied with this explanation, he demanded the real reason from Robeson, the personnel manager. Robeson wrote "not suitable for our work" on Darling's termination slip and stated that he considered Darling "destructive."

We are of the opinion that the evidence does not support the complaint that the respondent discharged Darling for advocating industrial unionism among its employees.

## 2. Bell, Anderson, Wright, and Dillon

Immediately after his discharge Darling became a paid organizer for the Union. During the same month, March 1937, William H. Bell, Melvin L. Anderson, and E. B. Wright, three first-class electricians with years of service in the electrical department, and Jesse Dillon, a pipe fitter who had worked in the plumbing department for about a year, joined the Union. With a few other men they made up its organizing committee and actively solicited members. Each Monday, the Shipyard Worker, a publication of the Union, was distributed at the yard. Supervisory employees of the respondent were aware of the circulation of this paper. Bell was laid off on May 31, Anderson and Wright on June 1, and Dillon on June 7. The respondent denies that it discharged them for union activities and alleges that they were laid off in pursuance of a general reduction of force necessitated by lack of work.

Shortly before the dismissals, a number of supervisory employees made anti-union remarks to and inquiries of Bell, Anderson, and Dillon indicating undue interest in union organization. Anderson and Bell, separately, were warned by Cannon, a "quarterman" in the electrical department, and Anderson's immediate superior, to desist from their union activities. Rhinesmith, another quarterman in the electrical department, was heard to say, "It looks like things were happening in regard to the C. I. O.," and warned Bell to watch his step because the management would not tolerate a C. I. O. organization. Bell's own quarterman, Sheldon, asked him who was "working on" Sheldon's men in behalf of the Union, to which Bell replied that he was a member of the Union and was the person working on Sheldon's men. Similarly, Dillon, upon being informed that his quarterman, Nelson, wanted to know the source of union activity among his subordinates, stated to Nelson that he was a member of the Union's organizing committee. After Dillon's dismissal, Hussey, a quarterman in the hull fitting and plant department, told him that if he had taken Hussey's advice and avoided union activity, he would still be working. Against the background of the supervisory employees' anti-union statements and of the labor organization foisted upon its employees by the respondent, the discharges which followed are highly suspicious.

It is equally true, however, that a general lay-off occurred at the time that these men were dismissed. On May 1, 1937, there were 775 men on the pay roll of the electrical department. During May, 64 were laid off. Bell was one of 13 dismissed on May 31. On the next day, Anderson and Wright were laid off, the first two of 179 men released during June. By September 1, only 391 employees remained

in the department. Bell, Anderson and Wright, as first-class electricians, received relatively high wages. The work upon which Wright and Bell were engaged at the time of their release was continued by men having a lower rating.

Five or six men working under Nelson in the plumbing department were dismissed during the same week as was Dillon. After Dillon's release, 28 of the 50 men then working for Nelson were laid off. All of the remaining 22 have greater seniority than Dillon. On June 22, as the result of a telegram of recommendation from the respondent, Dillon secured a job at considerably higher wages with the E. I. Dupont Company at its Amphill, Virginia, plant.

There is no evidence that the general lay-off in the electrical department and in the plumbing department was designed or intended to strike at unionization.

One matter remains for disposition. The Trial Examiner, in reaching the conclusion that Bell, Anderson, Wright, and Dillon were discriminatorily discharged, relied upon certain testimony of Bell regarding a telephone conversation allegedly overheard by him while waiting for an interview in the office of the employment manager of the Dupont plant at Amphill on June 29. On that day, Wright, Anderson, and Dillon were working at the Amphill plant. Bell's testimony, in substance, is that the employment manager, in Bell's presence, received a telephone call from the respondent's yard in the course of which the person initiating the call characterized Wright, Anderson, and Dillon as "agitators." The respondent's witnesses denied making the call, and the acting manager of the local telephone exchange at Newport News testified that the records of the telephone company fail to show that such a call was made. Upon the entire record we are unable to find that the respondent did, in fact, make the telephone call in question.

We believe that the record does not support the complaint that the respondent discriminatorily discharged Bell, Anderson, Wright, and Dillon, or any of them.

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

We find that the activities of the respondent set forth in Section III A, 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 between the several States and foreign countries, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## THE REMEDY

Having found that the respondent has dominated and interfered with the formation and administration of the Committee and contributed support to it, that the Committee is incapable of serving the respondent's employees as their genuine representative for the purpose of collective bargaining, we will order the respondent to withdraw recognition from and disestablish the Committee 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 and Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, are labor organizations, within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the formation and administration of Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, and contributing support to it, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in 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.

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

5. The respondent has not discriminated in regard to the hire and tenure of employment of John M. Darling, Jr., William H. Bell, Melvin L. Anderson, E. B. Wright, and Jesse Dillon, or any of them, within the meaning of Section 8 (3) 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, Newport News Shipbuilding and Dry Dock Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, or the formation or administration of any other labor organization of its employees, and contributing support to Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, or to any other labor organization of its employees;

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

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

(a) Withdraw all recognition from Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, 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, and completely disestablish Employees Representative Committee of the Newport News Shipbuilding and Dry Dock Company, also known as Representation of Employees, as such representative;

(b) Post immediately in conspicuous places throughout its plant copies of this order;

(c) Maintain such posted notices for a period of at least thirty (30) consecutive days from the date of posting;

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

And it is further ordered that the complaint, in so far as it alleges that the respondent had discriminated in regard to the hire and tenure of employment of John M. Darling, Jr., William H. Bell, Melvin L. Anderson, E. B. Wright, and Jesse Dillon, be, and it hereby is, dismissed.