DECISIONS AND ORDERS OF THE NATIONAL LABOR RELATIONS BOARD

In the Matter of PENNSYLVANIA GREYHOUND LINES, INC., GREYHOUND MANAGEMENT COMPANY, CORPORATIONS *and* LOCAL DIVISION NO. 1063 OF THE AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA

Case No. C-1.—Decided December 7, 1935

Motor Bus Industry—Company-Dominated Union: domination or interference with formation or administration; financial or other support; disestablished as agency for collective bargaining—*Employee Representation Plan:* form and operation—*Interference, Restraint or Coercion:* espionage; expressed opposition to labor organization, threats of retaliatory action; surveillance of, questioning regarding organizational activity or meetings; persuasion of employees to refrain from forming or joining or to resign from union; propaganda against union—*Discrimination:* discharge—*Reinstatement Ordered—Back Pay*: awarded.

Mr. Robert B. Watts for the Board.

Mr. Ivan Bowen, of Minneapolis, Minn., and *Mr. Charles H. Young*, of New Castle, Pa., for respondents.

Mr. Charlton Ogburn, of New York City, for the Union.

Mr. Stanley S. Surrey, of counsel to the Board.

DECISION

STATEMENT OF CASE

On October 8, 1935, Local Division 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, transmitted to the National Labor Relations Board a charge against the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc. of violation of the National Labor Relations Act, and requested that the Board permit such charge to be filed with it. Permission for such filing was granted by the Board on October 8, 1935, pursuant to its Rules and Regulations, Series 1, Article II, Section 35. On October 9, 1935, the Board issued its complaint against the Pennsylvania Greyhound Lines, Inc. and the Greyhound Management Company, Inc., hereinafter called the respondents, alleging that the respondents had committed unfair labor practices affecting commerce within the meaning of Section 8, sub-

divisions (1), (2) and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act. In summary, in respect of the unfair labor practices the complaint stated:

1. The respondents, by their officers and agents, discharged C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews and Robert Maxwell, all employees of the respondents at a garage located in Pittsburgh, Pennsylvania, for the reason that they joined and assisted a labor organization known as Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection.

2. The respondents, by their officers and agents, have urged, persuaded and warned their employees at the Pittsburgh, Pennsylvania garage to refrain from becoming members of Local Division No. 1063, have threatened them with discharge if they became or remained members thereof, and have kept under surveillance the meetings and meeting places of Local Division No. 1063. The discharges and the above acts are alleged to be unfair labor practices, forbidden by Section 8, subdivisions (1) and (3).

3. The respondents, by their officers and agents, have dominated and interfered with the administration of a labor organization of their employees known as the Employees Association, Pennsylvania Greyhound Lines, Incorporated, and have contributed financial and other support thereto. Such acts are alleged to be unfair labor practices prohibited by Section 8, subdivision (2).

The complaint and accompanying Notice of Hearing were served on October 10, 1935, on Local Division No. 1063, the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc., in accordance with the Rules and Regulations, Series I, Article V.

Pursuant to the Notice of Hearing accompanying the complaint, a hearing was held at Pittsburgh, Pennsylvania, by the National Labor Relations Board, all members being present, and testimony taken. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues was afforded to all parties. The respondents appeared specially at this hearing and objected to the jurisdiction of the Board (Resp. Exhibit 1) on constitutional grounds. Upon the denial of their objections by the Board, the respondents moved to dismiss on the ground that the facts stated in the complaint did not justify the issuance of the complaint under the Act. This motion was denied by the Board. The respondents thereupon filed their answer to the complaint (Resp. Exhibit 2), denying the allegations of violation, and participated in the hearing. Upon motion of the attorney for Local Division No. 1063

(Board Exhibit 2), acquiesced in by the respondents and by the attorney for the National Labor Relations Board, the complaint was amended by striking the abbreviation "Inc." from the name of the respondent "Greyhound Management Company, Inc.", so as to make the name of that respondent conform to the name on its charter. At the close of the Government's presentation of its case, the respondents moved to dismiss on the ground that the evidence failed to prove the complaint. This motion was denied. The respondents then offered evidence to support their answer. At the close of the hearing the respondents waived their privilege of oral summation and thereafter submitted a written brief to the Board.

Findings of Fact

I. GREYHOUND SYSTEM AND COMPANIES INVOLVED

A. *Greyhound Lines*

The Greyhound Lines is a nation-wide system engaged in the transportation for hire of passengers and property by motor buses. By means of a number of affiliated companies this system affords, through its own and connecting lines, motor bus transportation to every state in the United States and to some cities in Canada (Board Exhibit 11). Operated as an integrated system, through traffic agreements, interline tariffs, connecting schedules and joint advertising, the Greyhound Lines presents striking similarities to our national railroad systems. Schedules similar to railroad time-tables are issued which provide detailed information covering travel to any part of the United States. These schedules include trips varying from short regional trips, such as from Philadelphia to New York or New York to Boston, to transcontinental trips from New York to California, Chicago to Miami, Jacksonville to Los Angeles, or New York to New Orleans (Board Exhibit 12). Tariff schedules contain complete information on the rates for interstate transportation of property on this system and the rules and regulations governing such transportation (Board Exhibit 57). Terminals similar to railroad stations are located in key cities. In several large cities Travel Bureaus are maintained for the convenience of persons seeking information about schedules and rates (Board Exhibit 14). So rapid and extensive has been the development of this transportation system that the advertising statement "Greyhound Bus Lines serve more millions of people, more territory, more cities and national playgrounds than any other travel system in the United States" (Board Exhibit 14) is far from an idle boast. In 1934 the Greyhound Lines operated 125,170,245 bus miles, as compared to 106,386,939 in 1933. The miles of route traversed totaled 42,863 in 1934, and the number of buses owned was

1,614. The number of employees was 6,077 (Board Exhibit 9, at 1808). The Greyhound Lines claims that it sells about 30 million tickets annually (Board Exhibit 14).

The principal corporation in this system is the Greyhound Corporation, incorporated in Delaware in 1926 to act as a holding company in the field of motor bus transportation. This company owns stock interests in the thirteen bus operating companies whose routes connect to form the national system of Greyhound Lines. Of these thirteen, nine are controlled through stock ownership. The operating revenues of these thirteen companies for the year 1934 was $33,603,109. It also has interests in terminal companies and other companies performing auxiliary services. The control by stock ownership is heightened by a system of interlocking officers and directors (Board Exhibits 20 and 21). The subsidiaries of the Greyhound Corporation in turn own or control many operating companies. Railroads own stock interests in five of the bus operating companies, the holdings of the Pennsylvania Railroad being very extensive (Board Exhibits 9, 10 and 17).

B. *Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company—the Respondents*

The Pennsylvania Greyhound Lines, Inc., incorporated in Delaware in 1930 (Board Exhibits 3, 4, 5; Resp. Answer, par. 1), is one of the corporations affiliated with the Greyhound Corporation. Fifty per cent of its common stock is owned by the Greyhound Corporation and the other fifty per cent, together with all of the preferred stock, by the American Contract & Trust Co., a wholly owned subsidiary of the Pennsylvania Railroad Company. The Pennsylvania Greyhound Lines, Inc. owns the entire stock of the Pennsylvania Greyhound Lines of Indiana, Inc.; Pennsylvania Greyhound Lines of Illinois, Inc.; Montgomery Bus Co., Inc.; Pennsylvania Greyhound Lines of Virginia, Inc.; Peoples' Rapid Transit Co., Inc. and the Pennsylvania Greyhound Transit Co., bus operating companies and terminal companies. The Pennsylvania Greyhound Lines, Inc. and its wholly owned operating companies form what is known as the Pennsylvania Greyhound System. In operates an interstate bus transportation system of nearly 5,000 miles in length, extending from New York, Philadelphia and Atlantic City to Chicago, Indianapolis and St. Louis, and transporting for hire persons, baggage, mail, and freight. The operating revenues for this System for the year 1934 were about $7,000,000 (Board Exhibits 9 and 10, Resp. answer, par. 4, Resp. answer par. 3, Rules & Reg., Series 1, Art. II, par. 9). The Pennsylvania Greyhound Lines, Inc., acts as fiscal agent in performing bookkeeping, auditing and financial services, and in the supervision of payrolls and is the employer of the men

in the Pennsylvania Greyhound System (see *infra*). In turn, it has an agreement with the Greyhound Management Company whereby the latter is employed as managing agent for Pennsylvania Greyhound Lines, Inc. and its subsidiaries, subject at all times to the general supervision and direction of the boards of directors of those companies.

The Greyhound Management Company is a Delaware corporation (Board Exhibits 6, 7, 8; Resp. Answer, par. 2) all of whose stock is owned by the Greyhound Corporation (Board Exhibits 9 and 10; Resp. Answer, par. 3, Rules & Reg., Series 1, Art II, par. 9). It performs various services for the Greyhound operating companies and controlling corporations, in addition to the Pennsylvania Greyhound System, such as the handling of group, insurance and personnel problems, the preparation of schedules, legal services, advertising, etc.

C. *Pittsburgh garage*

The System owns and operates a number of garages in strategically located cities, such as New York, Philadelphia, Chicago, Cleveland and Pittsburgh (Board Exhibit 16). Pittsburgh is an important terminus in the northeastern part of the Greyhound Lines. It connects by direct interstate bus route with New York, St. Louis, Washington, Philadelphia, Detroit, Cleveland, Chicago, Buffalo, Scranton, and Charleston, W. Va. (Board Exhibits 12 and 13; also Board Exhibits 29, 30, 31, 32). The garage at Pittsburgh is leased and operated by the Pennsylvania Greyhound Transit Co. from the Pennsylvania Greyhound Lines, Inc. This garage serves all of the Greyhound buses operating from, through or to Pittsburgh on those routes, so that its services are used mainly by the operating subsidiaries of Pennsylvania Greyhound Lines, Inc. In addition, it performs services for other bus companies, operating both inter- and intra-state, for which direct charge is made. The garage, located at California and St. Ives Streets, is a one-story building occupying an entire block. About 90 men are employed at this garage on an average; 91 were employed during the month of July (Resp. Exhibits 17 and 22). The superintendent is Jack J. Nyland, and under him are three foremen, M. Bremmier, J. O'Boyle and P. Keast. The Assistant Manager of Maintenance for the Pennsylvania Greyhound System, Carl D. Sprain, and the Superintendent of Drivers, Karl Bauer, have offices in the garage.

The garage is open continuously all year round for the servicing of buses. After a bus has completed a scheduled run to Pittsburgh and before leaving on its next scheduled run, it is brought to the garage, cleaned and washed. It is then greased, oil and gasoline are added and it is inspected for defects. Any defects which have been noticed by the driver, as indicated in a driver's envelope, and any other

defects discovered in the inspection are then noted on a service order and are remedied. The foreman assigns various mechanics and specialists to the several jobs and each man places his number opposite the work performed as indicated on the service order. The brakes and wheels are tested and adjusted if necessary. After the various repairs have been made the bus is ready for testing. An employee known as a "tester" takes the bus on a short trial run to ascertain if all defects have been remedied and if the bus is ready for operation. If the trial run is satisfactory, the tester so reports to the foreman, who has the responsibility of finally approving the bus as ready for service. The driver then calls for the bus and it proceeds on its regular run. The work performed as described above is directed to insure safe and continuous operation of the various buses on their regular interstate schedules. It is performed while the buses are idle awaiting their next scheduled run, so that they are not taken out of regular and continuous service.

The servicing described above is given regularly and continuously to all buses operating through Pittsburgh on their schedules and is necessary to enable these buses to continue such scheduled operation. In addition to this regular service, major repair work is performed at the garage. A number of Greyhound buses are "allocated" to the Pittsburgh garage for their major repairs. These buses receive at Pittsburgh everything except the regular servicing described above, which may be performed at other terminal points in addition to Pittsburgh, and any emergency repairs necessary to enable the bus to return to Pittsburgh if major repair work is necessary. At every 15,000 miles and 45,000 miles a bus so allocated is withdrawn from service and thoroughly inspected and all necessary repairs made. Painting, straightening of fenders, body work and similar jobs are also part of the major repair work performed on allocated buses. Each garage has its allocated coaches, the Pittsburgh garage having about ninety on the average (Resp. Exhibit 18).

The employees at the garage are classified as mechanics and mechanic helpers, painters, sheet metal men, trimmers, batterymen, bodymen and bodymen helpers, cleaners, brakemen, electricians, gassers, greasers, machinists, unit mechanics, washers, welders, etc., together with subdivisions of the broader classes. Some of the employees function as road mechanics. They are dispatched from the Pittsburgh region and make such emergency repairs as are necessary to enable the bus to proceed to a garage. Sometimes the road mechanic takes with him another bus to replace the disabled bus. The drivers working in the Pittsburgh region are not garage employees, but they do have a room in the garage allocated to them where they congregate preparatory to going out on their trips and where they make their reports (Resp. Exhibit 17).

II. THE EMPLOYEES ASSOCIATION OF THE PENNSYLVANIA GREYHOUND LINES, INC.

A. *Formation of Employees Association and conduct of elections*

The complaint alleges, and the answer denies, that the respondents are dominating and interfering with the administration of a labor organization of their employees known as the Employees Association of the Pennsylvania Greyhound Lines, Inc.[1] and are contributing financial and other support to it. In order fully to understand the present operation of the Association and the attitude of the respondents toward it and other labor organizations, it will be necessary to describe briefly its formation and history. While the National Labor Relations Act applies only to practices occurring on or after July 5, 1935, in cases where such practices have their origins in events prior to that date, knowledge of that background of events may be vital to a proper evaluation of the present practices. Consequently, in this and other parts of the findings of fact reference will be made to events prior to July 5, 1935 wherever it is necessary for this purpose.

Until the fall of 1933 the employees of the Pennsylvania Greyhound System were unorganized and did not belong to any labor organization or association. However, about the month of July, 1933, the management decided, after discussions with representatives of employers in other industries, that the employees should be organized into some form of employee association. Mr. S. R. Sundstrom, President and General Manager of Pennsylvania Greyhound Lines, Inc., stated that there had been no demand to the management on the part of employees for any form of organization, and that the Association subsequently formed by the management was definitely instigated by it. An accurate and informative description of the management's sponsorship and initiation of the Association is contained in a letter from W. A. Duvall, General Manager of Maintenance for the Pennsylvania Greyhound System, to various subordinates, including Mr. Nyland, the superintendent of the Pittsburgh garage. This letter (Board Exhibit 73), dated July 26, 1933, reads as follows:

"Mr. J. Nyland
Mr. Del Burns
Mr. Chas. Ward
Mr. Wm. Glover
Mr. Wm. Ells

[1] There is a slight inaccuracy in the name used in the complaint The correct name is given in the text above.

"The management has decided to set up a plan of employe representatives. At a Meeting of the Regional Managers of Pennsylvania Greyhound Lines in Cleveland yesterday the matter was explained fully and upon their return it will be discussed at length with you.

"Before the plan can be set up the Management must be requested by the employes at the various divisions to do so. Am attaching a sample of the petition which will be used for obtaining a list of the employes interested.

"It is to our interest to pick out employes to serve on the committee who will work for the interest of the company and will not be radical. This plan of representation should work out very well providing the proper men are selected, and considerable thought should be given to the men placed on this responsible Committee.

"This matter should be discussed fully with the Regional Managers before anything is done, as they have been given full instructions on how it should be handled.

Yours very truly,

(Sgd.) W. A. DUVALL
Manager of Maintenance."

Accompanying the letter was a sample petition prepared by the management, with the following heading:

" 'We, the undersigned employees of the _____
(Region)
request that an election be held for the purpose of electing employee representatives in this Region to confer with the Management on matters affecting our welfare.' "

and having the following instruction at the bottom:

"(Sample to be drawn up and sent to key men who will prepare one themselves in this order.)" (Board Exhibit 74.)

For the Pittsburgh Region of the Pennsylvania Greyhound System, such petitions were circulated among and signed by the employees of the Pittsburgh garage and the drivers stationed there by employees selected by the management, who stated to some of the signers that "Crawford instructed us since the N. R. A. came along that we have to have an organization." Crawford was the Regional Manager for the Pittsburgh Region of the Pennsylvania Greyhound System. The "request" embodied in these petitions was "accepted" by the company by a posted notice. Notices signed by Crawford were then posted, fixing the time and procedure of voting and listing the persons who had been nominated by the employees (Board Exhibits 60, 61). Employee tellers were selected by the Regional Manager and a mem-

ber of the management acted as ex officio Teller. The voting was by secret ballot from August 29 to August 31, 1933, and supervisory employees were not permitted to vote. A representative each from the drivers, the maintenance force and the clerical force were selected. A notice signed by Crawford was posted, announcing the employees elected, who were designated "Regional Committeemen", and informing them that they would meet at a stated date to elect a Regional Chairman, who would have stated functions (Board Exhibit 63). A letter from Crawford to the employee representatives confirmed the meeting and informed them that three named members of the management would represent the company on the Regional Committee (Board Exhibit 64). At the meeting of the Regional Committee presided over by Crawford, Robert J. Davidson, the representative of the drivers, was elected Chairman by the three employee representatives, the management representatives and Crawford not being present during this election.

Davidson was then notified by Crawford that the first meeting of the General Committee, composed of Regional Chairmen, would be held in Cleveland for the purpose of electing a General Chairman and for consideration of the proposed by-laws of the Employees Association. On September 6, 1933 Davidson and four other Regional Chairmen of the Pennsylvania Greyhound System met with the eight Regional Chairmen of the other systems at the general office in Cleveland. Marcus Dow, Manager of Safety and Personnel for the Pennsylvania Greyhound System, presided. At his suggestion a General Chairman of the Pennsylvania Greyhound System was elected, and the employees chose Davidson. Mr. Dow then presented mimeographed by-laws and regulations for the approval of the Regional Chairmen. These had been prepared by Mr. Sundstrom and Mr. Dow after they had gathered and examined material on company representation plans. These were then discussed by these employee representatives among themselves and amendments were suggested by them. At a later date they were called to another meeting in Cleveland, presided over by Mr. Sundstrom, at which another series of mimeographed material was submitted. After further amendments suggested by the company and the employees were adopted, the documents were signed. These included a "Memorandum of Understanding Covering Method To Be Followed in the Handling of Questions Between the Management and the Employees Covered by the Following Regulations"; "By-Laws of the Employees Association of Pennsylvania Greyhound Lines, Incorporated"; "Regulations for the Government of Bus Operators"; "Regulations for the Government of Regional Clerical Employes", and "Regulations for the Government of Employes in the Maintenance Department" (Board Exhibits

66, 67 (incomplete), 68, 69, 70; Resp. Exhibits 5 and 6 are the same as Board Exhibits 66 and 67; Resp. Exhibits 10, 8 and 9 represent later editions, slightly revised, of Board Exhibits 68, 69 and 70). Neither the Memorandum of Understanding, the By-Laws, nor the various Regulations was ever presented to the entire group of employees for their approval or disapproval, they never voted on them, and they never approved them.

In the elections conducted in August, 1934 for the Pittsburgh region, the employees made nominations on petitions mimeographed by the company (Board Exhibits 75, 76, 77), printed ballots were distributed by the company (Board Exhibits 79, 80, 81, 82), the company prepared for the use of the employee representatives a list of employees eligible to vote (Board Exhibit 78), the elections were held on company time and company property, the reports of the tellers were made on mimeographed forms prepared by the company (Board Exhibits 83, 84, 85), and a notice on a mimeographed form, signed by Crawford and the Employees Regional Committee, was posted, giving the result of the election (Board Exhibit 86). The election of the employee representatives for 1935–1936, held in August, 1935, was similarly conducted (See Board Exhibit 87). The July 22, 1935 form letter of Dow, Manager of the Department of Safety and Personnel, to the Regional Managers calling attention to the 1935 elections is worthy of mention. It commenced by calling their attention to the annual election of employee representatives and its date. Nominations had to be in the hands of the Regional Manager on a certain date. Blank forms necessary for the election were furnished. The Regional Managers would prepare the election roll. Yet the Regional Managers were also advised that this is "strictly an employee election to be conducted by the employees" (Resp. Exhibits 28B; cf. 28A).

B. *Description and analysis of Employees Association*

The "Association is organized for the purpose of providing adequate representation for Bus Operators, Maintenance Employees and Clerical Employees before the Management of the Pennsylvania Greyhound Lines, Inc. and securing for them satisfactory adjustment of all controversial matters." (Preamble, By-Laws, Resp. Exhibit 6). The By-Laws define those eligible for membership and the qualifications of voters and representatives (Articles I and III). They provide for representatives from each of the three employee groups, the term of office and the method of filling vacancies (Article II). The procedure for nominations and elections is outlined (Article IV). The composition of the Regional Committee, the election of a Regional Chairman, and the meeting

of the Regional Committee with the members of the management, the composition of the General Committee, which consists of the Regional Chairmen, and the composition of the Joint Reviewing Committee, consisting of the Regional Chairmen and an equal number of management representatives, and meetings of the General Committee and the Joint Reviewing Committee, are provided for (Article V). The process of amendment is described (Article VII).

The Memorandum of Understanding (Resp. Exhibit 5) describes the manner in which "controversial" and "discipline matters" are to be handled. An employee dissatisfied with the decision of his immediate superior on any controversial point, including disciplinary action, may place the matter in the hands of his Regional Committeeman. The latter, by giving five days' notice, may have the matter brought up at the monthly meeting of the Regional Committee. Similarly, the Regional Manager may place controversial matters before the Regional Committee (Sections 3–5). In the event the Regional Committeeman cannot effect a satisfactory settlement with the Regional Manager, a "joint submission" is prepared by them stating the question at issue, the agreed facts and their positions. This is furnished to the Chairman of the General Committee, who may take the matter up with the proper company official—the Manager of Safety and Personnel for controversies affecting drivers, the Manager of Maintenance for controversies affecting maintenance employees, and the Comptroller for controversies affecting clerical employees. If a satisfactory settlement is not obtained, a "joint submission" is prepared by the General Chairman and the official involved and presented to the Joint Reviewing Committee (Sections 6–8). The Joint Reviewing Committee is composed of the Chairmen of the Regional Committees and an equal number of representatives of the management, and at least a two-thirds vote is necessary to a decision. Decisions rendered by this Committee are final and binding upon employees and management. If the Committee cannot arrive at a decision, provision is made for a committee of one employee, one representative of the management and a third person selected by these two, to be appointed to arbitrate the matter (Sections 9–13). The By-Laws of the Joint Reviewing Committee are contained in a separate document and provide for the election of officers, the date and place of business, the order of business, the duties of a secretary, etc. They may be changed by a two-thirds vote (Resp. Exhibit 7).

The following aspects of the Association's operations are significant:

(1) *Membership.* Membership in the Association is automatic. All employees engaged as bus operators, maintenance men or clerical employees and who are not in supervisory positions are mem-

bers and eligible to vote if they had worked for the company for three months prior to the nominations. Membership ceases upon termination of severance of employment (Article I, By-Laws). There are no applications for membership, no dues, no membership cards.

(2) *Employee Representatives.* Only members, and consequently only employees, may be eligible for the office of representative. Accordingly, no outside person or organization may represent the employees (Article III, By-Laws).

(3) *Amendment of By-Laws.* The By-Laws of the Association (and also the By-Laws of the Joint Reviewing Committee) may be amended only by a two-thirds vote of the Joint Reviewing Committee. Since the membership on that Committee is divided equally between the employees and the management, the management has a veto power over any proposed change in the Employees Association (Article VI, By-Laws).

(4) *Employee Meetings.* The By-Laws and other regulations contain no provisions for employee meetings. The employees thus had no regular method of formulating the wishes of the entire group. Similarly, the employee representatives had no regular method of receiving instructions from the employees, of ascertaining their wishes or of imparting information to them.

(5) *Compensation of Employee Representatives.* The Regulations for the Bus Operators and the Maintenance Employees provide that members of the employee committee doing committee work will be compensated for time off at their regular rate of pay and for expenses (Bus Operators, 3–M–2 (b); Maintenance Employees 8–F–2). The employee representatives also receive free transportation in addition to their expenses (Board Exhibit 65). Because of the extensive territory served by the respondents, some of the employee representatives must travel very frequently on the affairs of the Association.

(6) *Expenses of Association.* The employees do not pay any dues and do not contribute anything toward defraying the expenses of the Association. The mimeographing of forms, stenographic services, etc., and election material are all supplied by the management and all expenses of the Association and its machinery are borne by the management.

(7) *Management Veto by Inaction.* A department head could refuse to enter into a joint submission to the Joint Reviewing Committee, thus preventing the employee representatives from considering the problem with the management and allowing the management to pick and choose those matters which it would "talk over" with its employees.

The plan, like other "employee representation plans," was obviously designed primarily, if not solely, to handle individual employee

grievances, rather than to provide an avenue for collective bargaining by means of which, as in the conventional relation between an employer and a labor union, a contract eventuates covering wages, hours and the basic working conditions for the employees for a fixed period. Prior to the inception of the plan, discipline was the concern of each individual official and complaints had been received. None of the documents contains a clause providing for collective bargaining on the part of the employees with the management in the future on questions that may arise concerning wages, hours or basic working conditions. While some general matters were discussed, this was due entirely to the activity and initiative of Davidson. At one time he took up the question of a wage increase and an equalization of wages for drivers. However, the request was not treated as a matter for bargaining but instead was looked upon as strictly a management problem. The official involved refused to join in a joint submission to the Joint Reviewing Committee and the matter was thus ended. The classification of maintenance employees (*infra*), although proposed by the employee representatives, was handled as a purely managerial problem and not as a matter for collective bargaining.

The Regional Committee does not provide a favorable medium for free discussion and genuine bargaining. The Regional Manager presides over all of the meetings as chairman, so that four management representatives are present, as compared with three employee representatives. The conduct of the meetings is such as to make it appear that their sole purpose is the submission of individual complaints and grievances to the Regional Manager. No caucuses are held by either group. There is no real voting. The Regional Manager is generally the spokesman for the management. He presents the management's views and merely asks the employees if they acquiesce or disagree, or informs them of the management's views and states if they want to go further, they know the procedure. In some cases involving discharges the Joint Reviewing Committee and the department head did reverse the Regional Manager.

C. *Conclusion—management domination of and interference with Employees Association and contribution to it of financial and other support*

From the above description of the formation and operation of the Employees Association the conclusion is inescapable that the allegation in the complaint of the respondents' domination, interference and support is fully supported by the facts.

Historically, as shown above, the Employees Association was entirely the creature of the management. It was planned by the

management, initiated and sponsored by it, and foisted upon employees who had never requested it. The initial elections were conducted by the management, its organization chartered by the management and its By-Laws written by the management. Its functions were described and given to it by the management.

Currently, it is still the creature of the management. All of its affairs are controlled by the management—its elections are arranged, conducted and supervised by the management, the meetings of the Regional Committees are controlled by the management so as effectively to prevent any genuine and free discussion, the choice of matters to be discussed by the General Committee of employee representatives rests with the management through the system of "Joint Submission", the organic structure is entirely at the control of the management because of the necessity for its consent to any amendment by the By-Laws. The Association is completely supported by the management, so that a cessation of its financial and other support would leave the Association completely penniless and unable to function. The words domination, interference and support are separately inadequate to describe the management's part in the Association. The totality of the management's prescribed organic structure of the Association and the management's participation results in complete subjugation and control.

The Association supposedly exists to provide "adequate representation for employees before the management". The "adequate representation" actually provided is a mockery. The employees are not permitted to utilize the skilled services of men outside the employ of the respondents in negotiation with the management since there has been imposed upon them by the management an organization whereby only employees may be representatives. The employees have no regular or established method of meeting with each other and by discussion and debate to formulate the desires of the whole group and then as a body so to instruct their representatives. Similarly, the representatives have no established method of consulting with the employees whom they represent. The representatives are wholly dependent upon the management for their expenses and financial support. They have been intimidated and discouraged by the hostility of the management toward any real activity on behalf of the employees.

The Association is a labor organization within the meaning of Section 2, subdivision (5) which defines a "labor organization" to include an employee representation plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances and conditions of work. In its functioning the Association is a mechanism for the handling of grievances, an important aspect of employment, albeit

it is management-controlled and the participation of the employees is futile. The respondents in their brief admit it is a labor organization.

While in its actual functioning the Association does not more than handle grievances, the management has consistently utilized the Association to block any real organization of its employees. The Association was originally presented to the employees as in satisfaction of their rights under Section 7(a) of the National Industrial Recovery Act. It represented the respondents' purported compliance with the declaration of that Act that employees shall have the right to organize for collective action. Later, as will be described, when the employees attempted to join a union of their own choosing that could act as their representative, the management advanced the Association in opposition to their efforts and urged them not to join the union, backing their persuasion with threats of discharge. In their testimony and in their brief the respondents declare that the committeemen are the only representatives of the employees—that the Association provides "a means for selection of representatives of the employees" (Resp. brief at p. 6).

The participation of the respondents in the Association—their domination, interference and support—are unfair labor practices proscribed by Section 8, subdivision (2). There can be but one way of remedying the unlawful conduct in this case and that is a complete withdrawal of all recognition from the Association as representative of the employees, in addition to the order requiring cessation of such domination, interference and support. The control of the management so permeates every aspect of its operations that the Association and the management cannot be regarded as separate entities so as to require only the cessation of the latter's domination, interference and support. The management's manipulation of the Association to prevent genuine employee organization can be offset only by such complete withdrawal of recognition. Since merely to order a cessation of the unfair practices prohibited by Section 8, subdivision (2) will be ineffective to remedy the result of those practices, such affirmative withdrawal of recognition from the Association as an organization representative of the employees in their relations with the management is necessary to effectuate the policies of the National Labor Relations Act.

III. FORMATION OF DIVISION NO. 1063 AND RESPONDENTS' REACTION TO IT

A. *Formation of Division No. 1063*

In 1934 and 1935 some of the employees became interested in an outside labor organization. They became skeptical of the Employees Association when they were informed of the letter written by Duvall

at the time it was formed (Board Exhibit 73, quoted above). They doubted the good faith of the management. Davidson at first defended the Employees Association. Later, about January, 1935, he visited the representative of the American Federation of Labor in Pittsburgh. In April, 1935, the other members of the General Committee questioned him about the possibility of an outside organization, and he informed them of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, a labor organization. They immediately indicated their willingness to join at that time. Davidson, who testified he thought he could get more for the employees through an outside union than through the Employees Association, then applied for and secured a charter, which was issued on May 7, 1935 to the Pennsylvania Greyhound Employees as Division No. 1063 of the Amalgamated Association.[2] He commenced to obtain applications on May 11, 1935 and called a meeting on May 28, 1935. Subsequent meetings were held on July 10 and July 11, 1935. About fifty to sixty members, including both drivers and maintenance employees, were secured, each of whom paid an application fee of $2, and membership cards were issued. Davidson was and is President of the union. With the exception of a temporary "Board" member, there are no other officers. Division No. 1063 was formed and exists in part for the purpose of dealing with the management concerning grievances, labor disputes, wages, rates of pay, hours of employment and conditions of work and hence is a labor organization within the meaning of Section 2, subdivision (5).

B. *Respondents' reaction to formation of Division No. 1063—(1) Discharge of Davidson*

On May 16th, coincident with the initial activity of Davidson in organizing the union and obtaining members, Crawford went from his office to the garage and informed Davidson that Mr. Sundstrom had said he must stop taking time off for the Employees Association and to be on the job that evening, though Davidson informed Crawford that in his capacity as employee representative he had to see some employees who were in trouble. The trouble was unrelated to union activities, and was a matter which Davidson was attending to as employee representative in the Employees Association. While once in 1933 Sundstrom had objected to his taking time off but had later acquiesced, there had been no other objection to his doing so. Crawford's language, as will be shown later, indicated clearly that he at that time knew of Davidson's activity in organizing the union. Davidson, despite Crawford's order, informed the dispatcher that he

[2] Hereafter referred to as the union.

would not take his run that evening because of committee work. While this procedure was customary, the dispatcher did not know that Crawford had ordered Davidson to report, and Davidson did not so inform him. The next day Crawford suspended him for disobedience and prohibited him from going on company property. On May 20th a management hearing was held on this suspension. While originally Sundstrom, Dow, Bauer and Crawford were present, after some objection by Davidson based on the absence of employees and a request for a stenographic record, all but Crawford withdrew. Crawford then discharged him after he said he had no further defense. In this connection it should be noted that Davidson was regarded as an efficient employee, had been awarded a four-year non-accident button in August 1934 and was a star driver.

Davidson then asked for and obtained a review of his discharge, in accordance with the regulations. In the interval a special election was held to fill his place as representative of the drivers, although his term had not expired and under the By-Laws he could still act as a representative. The election was held at the instigation of the management. At the hearing before the Board it was defended by the respondents on the ground that Davidson could not sit on his own case, which obviously is not sufficient reason to remove him from office generally. The Regional Committee sustained the discharge, Henry, an employee representative, testifying that he didn't feel free to object after Crawford, who presided, had asked the men to uphold the decision. Davidson then became a special organizer for the Amalgamated. Davidson did not organize or work for the union on company time or while he was taking time off for his activities as employee representative; nor did he receive any funds from the Amalgamated prior to his discharge.

The sudden attempt to shackle Davidson in his activities as employee representative, the discharge which resulted, and the special election all point to the anxiety of the respondents to rid themselves of Davidson as soon as possible and indicate their hostility to any outside labor organization and to any employee engaging in activities in connection with such organization. One is reminded of the letter written by Duvall at the birth of the Association; "It is to our interest to pick out employees to serve on the Committees who will work for the interest of the company and who will not be radical." The testimony of the respondents' officials in regard to Davidson further evidences this attitude. It must be remembered that Davidson was the General Chairman of the employee representatives. He had not resigned from this position at the time he commenced to organize the men into the union, so that at the same time he both held office in the Employees Association and was organizing the employees into an outside union. Such conduct was not inconsistent

with the By-Laws or other regulations. The attitude of the management officials toward his dual position is illuminating, for, in addition to indicating the hostility to any outside labor organization, it clearly shows that the management regarded the Employees Association as its creature and property. Sundstrom referred to his conduct as "inconsistent" and stated that it was an offense against the employees and against the company. The terms "very bad faith", "unethical thing", "false colors", "boring from within" were applied by Sundstrom to characterize Davidson's conduct. The respondents' attorney and Sundstrom thought Davidson's activities constituted a "breach of faith" to the company. Throughout their testimony the officials indicated that they felt the management was aggrieved because of Davidson's conduct even after the Board had attempted to point out the implication of their attitude. It is significant that at the conclusion of his cross-examination of Davidson, counsel for the respondents asked the following question: "Do you understand the meaning of the word that is used in A. F. of L. union circles, called 'rat'?" While counsel, in response to questioning by the Chairman of the Board, stated that the remark was intended to apply to the general situation in the case and not to Mr. Davidson, the question is revealing of the company's attitude.

C. *Respondents' reaction to formation of Division No. 1063—(2) Hostility of officials of respondents to the union*

The union was active in the month of July and meetings were held on July 10 and July 11. Throughout the entire period beginning at the middle of May officials of the respondents actively indicated their hostility to the union and kept it under surveillance. Their attitude can best be described by separately discussing each of the officials involved.

Nyland—Superintendent of the Garage. On repeated occasions Nyland questioned employees about the union and warned and advised them not to join. He arranged to meet employee McKelvey about May 9 in the night time at a secluded street and there asked who had joined the union, stating he believed he could rely on him because of his long employment with the company. Nyland produced a list of employees whom he said were union members, and on which McKelvey recognized his and other names. Upon McKelvey's refusal to give any information Nyland informed him his days were numbered. The performance was repeated shortly after July 10. About May 29 Nyland told employee Rihr to keep out of the union if he and his wife and kids did not want to go hungry. At a later date Nyland told him to stay out of the union if he knew what was good for him. About the beginning of June, Nyland asked employee Law if he had joined and informed him that he and

Sprain had investigated unions and found they were no good. He often asked Henry, an employee representative, what was going on and what the men were doing and whether he was satisfied with his job. About July 11 Nyland asked employee Lehman if he had joined the union and advised him not to join. He spoke to him on behalf of the Employees Association. All of the above, although heard by Nyland who was present throughout the hearing, and was not controverted or denied by him, with the exception of his possession of a list, when he testified.

On the evening of July 10, Nyland and Bauer openly maintained surveillance of a meeting of the union which took place on that date. They sat in a car parked near the entrance of the meeting place and observed the employees who were entering. Their view was unobstructed and there was sufficient light to enable them clearly to observe the men.

Bremmier—Garage Foreman. Bremmier was very outspoken in his hostility to the union. On May 28 he asked employee Mitchell if he was going to the union meeting that evening and said if he were smart he would stay away. He stated it was his "business" to find out who was attending. The next day, after the meeting, he asked employee Matthews if he had attended. Upon receiving a negative answer, he said: "You use your head. If you fellows mess around with that union you're going to get fired." He also asked employee Maxwell if he attended, and said: "Well, if you know what the hell is good for you, you will stay away from them." Similar "advice" was given to McKelvey. On July 26, when he demoted employee Rihr from tester to mechanic, he said: "You should have kept your nose clean and kept out of the union." On July 28 he asked Lehman what the union fellows would do when the shop closed down, and said, "The Greyhound has plenty of money and will stop at nothing to break your union."

Bremmier did not testify and none of the above was controverted or denied by the witnesses of the respondents.

Sprain—Assistant Manager of Maintenance. Sprain also kept asking the men whether they belonged to the union and whether they were dissatisfied. About the end of May he asked Mitchell if he was satisfied with his work and stated that if he was not satisfied he could leave. Later on, about the middle of July, he spoke to employee Moberley and said he was attending outside meetings and was apparently dissatisfied. He added: "We are running a bus company here and we intend to keep on running a bus company. We are not going to let anything interfere with it. And all of you fellows that are dissatisfied with the way we are running the company can get out." He asked who was at the head of the activities and said that if Moberley joined he would not have his job very long. Nyland participated in

these remarks. Another employee, Burns, was also questioned by Sprain about the end of July as to whether he was satisfied with his job and as to whether all of the boys had signed up.

Although Sprain testified at the hearing, he did not deny or controvert these statements.

Crawford—Regional Manager for the Pittsburgh Region. Crawford early made known to Davidson his hostility and that of the management to the union. When he informed Davidson on May 16 that he had received instructions from Sundstrom that morning to forbid him to take any time off, he went on to discuss the union, and said: "You are not kidding us. We know what you are doing." Davidson replied: "Well, what about it?" and Crawford said: "I don't think the men want it. In fact, I have had a couple of long-distance calls this morning that the men don't want it." After the meeting of the Regional Committee, at which Davidson's discharge was sustained, Crawford asked Henry and Schweinford, employee representatives, to remain. He then said to them that he had heard there was an undercurrent of dissension around the shop, and added: "I am going to give you a chance to quit now with a clean record, but if you stay it will be different." He stated that no outside organization would get into and run the Greyhound Lines. Henry said: "That is rather straight from the shoulder talk, isn't it, Mr. Crawford?" and he replied: "That is just what I meant it to be."

Crawford, although he testified, did not deny or controvert these statements.

Crawford also maintained surveillance over the men through one Hilton, whom he paid for that purpose. Hilton worked with Drake, a driver for the company. Together, with the assistance of Bauer and Crawford, they had a petition typed, stating the men were satisfied, and Drake circulated it among the drivers, implying that those who did not sign would be fired. Drake was paid by the company for the time he lost on account of these activities. He was the one who circulated the petition calling for a special election after Davidson's suspension. Hilton attempted to ascertain who attended one of the union meetings by copying the license numbers of cars parked outside the meeting place and gave the list to Crawford. Drake introduced to Nyland a person named Weir, who had been employed by Drake to drive himself and Hilton around for some time but who later told Drake he wanted to work in the garage. He was employed by Nyland, and, although he had little experience, was given three pay increases in three weeks. Drake told Weir that Nyland was all right and "on our side." Weir was supposed to be a "stool pigeon" and was told by Drake that "there's going to be a lot of guys cleaned out for this union business, and there'll be a good chance for a good job for you in there." Weir did not give Drake or the

others any information. Later Nyland thought mistakenly that Weir had joined the union and asked Drake, "What the heck kind of a man did you recommend to me?" Shortly thereafter, about July 10, Weir was discharged without being given a reason for the discharge. Crawford, when testifying, offered the unconvincing and unacceptable explanation that Hilton was employed by him as an undercover man to check on whether the drivers were congregating in saloons and drinking excessively.

The officials listed above were located in Pittsburgh all of the time, with the exception of Sprain who traveled frequently, and were the ones who had daily contact with the employees in the garage. Crawford, Sprain and Nyland had authority to hire and discharge maintenance employees.

The testimony of many of the officials as to their knowledge of the activities of the employees during this period, when placed against the background of hostility and bias described above, is revealing because of its unreality and contradictions. Nyland stated that he went to the place where the July 10th meeting was held, out of "curiosity" and because he had been "in one way or another invited down" by the boys; he didn't know it was a union meeting or what kind of a meeting it was—it might have been a "dance." He said he never spoke to Mr. Duvall, who visited the Pittsburgh garage for the purpose of an inspection in the middle of July and again on July 30, about the situation, the activities of the men or the meeting. Duvall testified he did not remember whether Nyland told him a union was being formed, nor did he tell him of observing the men at the meeting. On July 30 Nyland did say to him that "some of the boys might want to organize for themselves"—but did not use the word "union." Sprain said he received knowledge of the outside organization in the following fashion—one of the employees, entering his office on the pretext of obtaining a pass, surreptitiously informed him Davidson was organizing the men and that they had held a meeting, and then walked out. Sprain testified he did not make any inquiries of anybody, did nothing about the information, said it had no relation to any subsequent actions or to any conversations with other officials—the matter "died" right there. Duvall in regard to Sprain testified that Sprain informed him only of his supposition and thought that the men were forming an organization of their own—again the word "union" is not used in their conversations. Duvall said he knew there was some unrest, but "didn't know it was a union"—it might have been the Elks or something else. Crawford stated he had no knowledge that an independent labor organization was being formed. He testified he did know that Nyland and Bauer had been outside of the meeting place on July 10—they told him the next day that some mechanics and

drivers had attended a meeting but didn't say what kind of a meeting it was. But he did not know it concerned a labor organization and said that "It might have been a Democratic meeting", since it was held in the Democratic Hall. He himself "wasn't curious about it or worried about it or interested in it." He saw nothing wrong in Nyland's actions in observing the men and did not believe that the employees would be uneasy on account of it and afraid of their jobs. He did not report to his superiors that an organization was being talked about and meetings being held—"I didn't feel it was serious enough to be concerned about." Sundstrom, while stating in a prepared statement that "to his knowledge" no official had ever urged, pursuaded, warned or advised any employee to refrain from joining a labor organization, did testify he knew Davidson was organizing the men and his attention had been called to the fact meetings had been held. He had received a report from Crawford, and Duvall had spoken to him personally about the meetings.

Such testimony is incredible. The indifference of the officials, their air of careful unconcern, the studied avoidance of the word "union" in their conversations describing the activities of the employees, the naive ignorance of the type of meetings their employees are holding, are impossible of belief. The testimony points to a constructed case and only serves to emphasize the hostility and bias of the management testified to in the uncontradicted evidence of the employees.

The evidence outlined above fully supports the allegations in the complaint that the respondents urged, persuaded and warned their employees not to join Division No. 1063, threatened them with discharge if they became or remained members, and kept their union meetings under surveillance. Employees are guaranteed certain rights by Section 7 of the National Labor Relations Act—the rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. Employers are prohibited in Section 8, subdivision (1) from interfering with, restraining or coercing employees in the exercise of such rights. For an employer to threaten employees with discharge if they join a certain labor organization and to warn them that their jobs will be forfeited if they become members is obviously to commit acts within the interdiction. The maintenance of open surveillance of the union meetings of employees is a vicious form of restraint and coercion, especially when coupled as here with threats of discharge, for it has the obvious intent and effect of placing the employees in fear of their jobs because of their activity in connection with the union. The prohibition of Section 8, subdivision (1) clearly reaches the employer who urges and persuades men in his employ not to form a

labor organization. Such "advice" is not the advice of a person on an equal plane and having an unprejudiced mind. It is the "advice" of an employer who has the right to discharge the employee to whom the "advice" is given—to control to a large extent his economic position and thus his welfare. Here it was "advice" that was accompanied by threats of discharge and warnings if the advice were rejected—"advice" that therefore became effective. The motive for the proffering of such "advice" and for the other acts of interference, restraint and coercion on the part of officials of the respondents is clear—the employees were already members of the Association which the management had under its thumb and it was to the interest of the respondents that they be kept in that Association and not join an organization of their own choosing.

IV. DISCHARGES

On July 30 six of the maintenance employees in the Pittsburgh garage were discharged [3] by Mr. Duvall. He also ordered the discharge of a seventh, and he was discharged on July 31 by Mr. Nyland, pursuant to such order. All seven were members of the union, and the complaint alleges that they were discharged because of that membership and their union activities. The allegation is denied by the respondents who advance other reasons for the discharges. Here, as generally, in discharging these employees the respondents did not openly state that they were being discharged for union membership or activity, so that standing by themselves the actual discharges constitute equivocal acts in the light of the conflicting reasons that are advanced. In reaching a decision between these conflicting contentions, the Board has had to take into consideration the entire background of the discharges, the inferences to be drawn from testimony and conduct, and the soundness of the contentions when tested against such background and inferences (Compare *Norris* v. *Alabama*, 294 U. S. 587 (1935)). Moreover, as the Supreme Court has stated "Motive is a persuasive interpreter of equivocal conduct", so that the Board may properly view the activities of the respondents in the light of the manifest interest and purpose described above (*Texas & New Orleans Railroad Co.* v. *Brotherhood of Railway & Steamship Clerks*, 281 U. S. 548 (1930)). The background against which these discharges must be considered has been in large part presented above in Part III hereof. However, before describing the discharge of each employee separately, it is necessary to complete the picture by a description of two other events that also affected the Pittsburgh garage in July. These are the establishment of a classification of all

[3] The respondents claim that some of these men were "furloughed" and this contention will be discussed later.

Pennsylvania Greyhound employees, and consequently of the employees in the Pittsburgh garage, and the occurrence in July of 17 road failures and an accident on buses serviced by the Pittsburgh garage.

A. *The July 1, 1935, classification of Pennsylvania Greyhound System Employees*

Sometime in 1934 the management commenced work upon a classification of its employees. Davidson in 1933 had requested such a classification and the management apparently also desired it. Mr. Duvall worked extensively on the classification of the maintenance men and consulted other large companies in its preparation. Prior to this classification the maintenance employees were grouped together as one class and there was no rate classification. On July 1, 1935 the new classification of maintenance employees became effective. It divided the garages into Class "A" and Class "B" garages, and then classified the various maintenance jobs and fixed a scale of wages for these classifications. A minimum was established for each classification, and monthly and yearly automatic increases provided for up to a maximum. Some of the classified groups were further divided into classes, such as Mechanic, first class, and Mechanic, second class; Bodyman and Sheet Metal Worker, first class, and Bodyman and Sheet Metal Worker, second class, and a scale established for each class (Resp. Exhibit 3). On July 1, 1935 the maintenance employees were fitted into this classification on the basis of the wages they were then receiving and the work they were then doing. For example, a mechanic receiving 63¢ an hour became a second-class mechanic; one receiving 66¢ an hour became a first-class mechanic (Resp. Exhibit 3, sheet 3). Where less than the minimum was being earned, an increase was granted (Resp. Exhibit 3, sheet 3); where more than the maximum was being earned, no reduction was effected. Previous seniority was observed only in regard to the group or class in which the employee was placed. For example, mechanic A, employed on July 1, 1930 and receiving on July 1, 1935 66¢ an hour, became a mechanic, first class, with his position in that class fixed on the basis of his length of service as compared with that of the other first-class mechanics. Mechanic B, employed on July 1, 1932 and earning on July 1, 1935 63¢ an hour, became a mechanic, second class, and his position in that class similarly fixed. If all of the first-class mechanics were employed prior to July 1, 1930, mechanic A would be at the bottom of his class, and if all of the second-class mechanics were employed after July 1, 1932, mechanic B would be at the top of his class. If the number of first-class mechanics were reduced on a basis of seniority by classification, A would thus be the first to be let out, although in actual length

of employment he had seniority over all of the second-class mechanics who prior to July 1, 1935 had been classed with him merely as mechanics. To this extent the seniority of the maintenance employees was altered by the classification. The Regulations for the maintenance employees state that seniority shall be by craft and will be computed from date of last employment. Craft referred to the broad classifications, such as greaser, mechanic, cleaner, etc. (Resp. Exhibit 8, Par. 3–A–1, 3–B–1). It is clear that the classification to the extent that it disturbed seniorities existing on July 1, 1935 as described above conflicted with these Regulations.

Generally speaking, a first-class mechanic on July 1, 1935 was more efficient than a second-class mechanic, since the allocation was based upon the wages then being paid. Since those wages were affected to some extent by the conditions existing at the time the men entered into the employ of the company, this would not always be the case. However, if the classification, prepared over a long period of time and with great care, is to be given any weight, it is obvious that from July 1, 1935 on a first-class mechanic was intended to be recognized by the company as more efficient and more valuable to it than a second-class mechanic. Moreover, advancement from the lower to the higher class was on the basis of competency.

The classification of July 1, 1935, was not discussed with the employees or their representatives. It was never submitted to the employees or voted on by them.

B. *The July road failures of the Pittsburgh Garage and the Warren, Ohio, accident*

A "road failure" is the term used to describe the situation when a bus on its regular run develops a defect and is unable to continue, so that another coach must be substituted for it. Apparently, if such a condition is caused by an accident involving other cars, the situation is not classified as a "road failure" but as an "accident." Monthly records are kept of all of the road failures and accidents allocated to the responsible garage.

Mr. Duvall was the official directly concerned with road failures and their causes, since he was in charge of the maintenance department. On July 9 or 10, 1935, his attention was called to what he deemed was an excessive number of road failures for the Pittsburgh garage for the first part of July. He called Sprain, his assistant, at Pittsburgh, and after learning from him that there seemed to be a let-down in the quality of the work at the garage, offered suggestions for improvement. Three more failures then occurred, making twelve for the July 1–14 period, and Duvall went to the Pittsburgh garage on July 15. He checked it over, observed what he termed a "loose condition", and told Nyland and the foreman that unless an

improvement took place some of the work would be transferred elsewhere. At the regular shop meeting on July 17, Nyland discussed these failures separately (Resp. Exhibit 31). On July 21, Sprain wrote to Nyland that there had been a let-down in the quality of the work at Pittsburgh and that conditions had become worse in the last three weeks. He stated it was apparent many of the "employees have become more concerned with the outside and personal interests"[4] and that unless there was an "immense improvement", the major work would be transferred. He ended by suggesting a special meeting of the garage employees (Resp. Exhibit 30). Duvall after his trip, thought the matter had been cleared up, but on July 23 he writes to Sprain that he "was rather surprised this morning to find that up to the 13th of the month the Pittsburgh Garage has been responsible for 12 road failures" and that unless a marked improvement occurs, and even if it does, the major work may be transferred (Resp. Exhibit 14). The writing of this letter after he had thought the situation had cleared up was explained by Duvall on the ground that he wanted to put himself on record. On July 26,[5] Nyland held a special shop meeting on these road failures. He read letters from Sprain and Duvall to the effect that unless a marked improvement occurred drastic steps would be taken and some of the work transferred (Resp. Exhibit 15). He described the road failures in detail, all of which he verbally classed as "preventable", but his reference to certain ones indicates that he thought they were non-preventable and due to defects in the equipment. The employees themselves thought most were non-preventable. In previous months the road failures had been classified in writing as preventable and non-preventable; for July the posted list was silent as to classification (Board Exhibit 40), but Nyland said orally that they were preventable. The descriptive list of road failures with their causes indicates that some were non-preventable and due to defects in equipment (Resp. Exhibit 19; cf. Resp. Exhibits 24a–24p). By the end of July there were 17 failures, all involving buses allocated to Pittsburgh.

The number of road failures in July was clearly in excess of those occurring in previous months for the Pittsburgh garage, and the miles per failure average was decidedly lower (Resp. Exhibits 20, 21). The number of failures was also much higher than that for any other garage in July, the second highest number being five for Philadelphia (Resp. Exhibit 21[6]). However, it is doubtful whether such a comparison is an accurate indication of the comparative efficiency

[4] He testified that the phrase had no particular reference to anything.

[5] In some parts of the record the date is erroneously placed at July 28.

[6] This Exhibit shows 16 road failures as against the 17 that occurred. The discrepancy was not explained.

of the garages. Unusual circumstances can easily increase the amount of failures, and the element of chance can readily bunch a number of failures into the period of one month. July was a busy month and the employees were rushed in their work. The supervising officials at the garage relaxed their standards in order to meet the volume of work. Moreover, road failures in many cases occur in later months on account of work in prior months, so that it cannot be said a garage is inefficient for a certain month on the basis of the number of failures for that month. If the Pittsburgh garage was inefficient in July, the result of that inefficiency should in part have been reflected in a high number of failures in September if the Respondents' Exhibit is to be given full weight. Yet, in September only four failures occurred.

On July 28, 1935 one of the Pennsylvania Greyhound buses, No. 566, skidded near Warren, Ohio, turned broadside to the road and smashed into two cars, injuring some of the occupants of the bus and the cars (Resp. Exhibit 25, Board Exhibit 89). Duvall went to Cleveland on July 29 to inspect the bus and after a minute inspection concluded that the accident was due to faulty adjustment or non-adjustment of the brakes. At that time Duvall was under the impression some people had been killed in the accident. The bus had been checked at the Pittsburgh garage before it commenced the fatal run. Duvall immediately went to Pittsburgh, arriving there July 30, 1935 in an angry mood, and spent four or five hours inspecting the garage. He checked the report on bus 566 and ascertained who had worked on the brakes. He also checked the previous road failures with Nyland and Bremmier. He decided to shift to Chicago some of the buses then allocated to Pittsburgh for major servicing.

The July 30 and July 31 discharges may now be considered.

C. *The July 30–31 discharges separately described*

1. *Chester Lehman.* Chester Lehman was an electrician who had commenced work for the Greyhound Lines in May 1928 but whose employment at the Pittsburgh Garage dated from October 1929. He was an efficient mechanic and did all of the electrical work, being helped in periods of large volume of work. He was one of the highest paid mechanics in the garage. Although an electrician, he was classified as a unit mechanic on July 1, and became the junior in seniority of the three in that group. He was younger in seniority than F. Beining, the classified first-class electrician, but senior to the second-class electrician and the electricians' helper (Resp. Exhibit 17A).

Lehman joined the union on May 28, 1935, and attended its meetings. Both Nyland and Bremmier had knowledge of his union

membership. Both these officials had also spoken to him about the union, Nyland telling him unions were no good and not to join and Bremmier saying the company would break the union. Lehman on both occasions defended the union and his activity. At the July 26 meeting, Nyland made it clear that Lehman was in no way responsible for the two road failures caused by defective electrical equipment.

On July 30 Nyland called him into Nyland's office and left him alone with Duvall. Duvall mentioned the seventeen road failures, stated that some of the work was being moved out, that he was the youngest in his department and that he was fired. Lehman challenged his statement of seniority and Duvall replied he didn't say anything about the basis of seniority. Duvall agreed that there was nothing the matter with his work and that he was not responsible for any of the failures. Lehman told him that he thought he was being discharged for union activity, which Duvall then denied. After Lehman's discharge, F. Beining, the classified first-class electrician, took over his work although he was not as skillful. Nyland, in answer to his protestation that he was not used to the work, told him to take his time and do his best. Beining was kept very busy and on account of the pressure of the work was unable to take a desired vacation.

Lehman's wage was 78¢ an hour for an eight hour day. He was employed elsewhere for a short period after his discharge and from July 30 to the date of hearing had earned $30. He was not employed elsewhere at the date of hearing.

2. *Albert McKelvey.* Albert McKelvey [7] was a mechanic employed for eight years by Greyhound Lines and since June 1933 at the Pittsburgh Garage. He was the junior in seniority of the first-class mechanics under the July 1st classification but was older in point of service than ten of the sixteen second-class mechanics (Resp. Exhibit 17). In 1930 he had been recommended by the Superintendent of the New York garage as able, honest, and reliable (Board Exhibit 56).

McKelvey joined the union on May 28, 1935 and attended its meetings. Both Nyland and Bremmier knew of his union membership, he having informed them of it when questioned by them. After May 28 Nyland had arranged to meet him at a secluded spot and had questioned him about the union, saying he thought he could rely on him because of his long employment. McKelvey had refused to give him any information and Nyland had said his days were numbered. Shortly after July 10 this was repeated. Bremmier had questioned him about the May 28 meeting and had told him to stay away from the union if he knew what was good for him.

[7] The complaint erroneously refers to him as "McKelvie."

On July 30 he was called into Nyland's office by Nyland and Duvall said he was going to let him go on account of the road failures since he was the last on the list of mechanics. McKelvey asked to be transferred, but Duvall said that was impossible. McKelvey said he thought his discharge was for union activities and Duvall replied that he ought to know what to do with his spare time without fooling around like that.

McKelvey's wage was 74¢ an hour for an eight hour day. He was employed elsewhere on similar work at the time of the hearing and had earned $145 (at the rate of $29 a week) since his discharge.

3. *Stephen Mitchell.* Stephen Mitchell was a mechanic whose employment at Pittsburgh commenced in May, 1933. He had previously been employed at Pittsburgh but had been discharged by Duvall following a road failure on a bus on which he had worked. He was next to the last of the first-class mechanics in point of seniority on the July 1st classification but was ahead of twelve of the sixteen second-class mechanics (Resp. Exhibit 17). On July 11 he had been temporarily sent to the Gettysburg Garage on a motor job by Nyland, who stated he was sending him there since he was one of the few mechanics who could it handle it competently. He returned July 27.

Mitchell became a union member late in May, 1935 and attended some of its meetings. On May 28, Bremmier had questioned him about his going to the meeting and had told him if he were smart, he would stay away. Sprain had also told him if he were dissatisfied with his work he could leave. On July 30 he was brought by Nyland to his office and there Duvall told him about the seventeen road failures, stated that some of the work was being moved out, and that he would have to go—that he was through.

Mitchell's wage was 68¢ an hour for an eight-hour day. Since July 30 up to the date of hearing he had earned about $100 through other employment and was then employed elsewhere, though irregularly and at a lower rate.

4. *Lester Moberley.* Lester Moberley [8] was a body repair man and had been employed at Pittsburgh since September, 1933. He was the junior first-class body repair man on the basis of the July 1 classification, but was senior in service to one of the four second-class body repair men and one of the four body repair men helpers (Resp. Exhibit 17). He became a union member on May 28, 1935 and attended the meetings. About the middle of July Sprain and Nyland had warned him about the union. Sprain had said if he were dissatisfied he could get out and that if he joined he would not have his job very long. For the latter part of July he was tempo-

[8] The complaint erroneously refers to him as "Moberly."

rarily at Sunbury, Pa. On July 30 Nyland brought him to Duvall in the former's office and then left. Duvall mentioned the road failures and that work was being transferred, and then that he was being let go as he was the youngest body repair man. Moberley stated that as a body repair man he could not be responsible for road failures and Duvall agreed, but said he was through. Bremmier a short time later told him "to get the hell off the property."

Moberley's wage was 68¢ an hour for an eight-hour day. He had been employed for a short period after his discharge and to the date of hearing had earned about $103–104. He was employed at similar work in Pontiac, Michigan at the date of hearing.

5. *John Rihr.* John Rihr was employed at the Pittsburgh Garage in November 1929. During his last four years there he worked as a tester. On July 26, he was demoted from tester to mechanic and on the basis of the July 1 classification, he then became a first-class mechanic with seniority over seven of the thirteen in that group (Resp. Exhibit 17). He became a union member on May 28 and attended its meetings. He had advised Bremmier of his membership. Nyland had told him to stay out of the union if he didn't want to go hungry and if he knew what was good for him. Bremmier, in demoting him, had given the number of road failures as a reason and had added that he should have kept out of the union. On July 31 he was discharged by Nyland, who gave the number of road failures as the reason. Duvall the previous day had told Nyland to discharge him.

Rihr was earning 68¢ an hour for an eight hour day. He has not been employed since his discharge and is now on relief.

6. *Albert Burns.* Albert Burns was a greaser who had been employed at the Pittsburgh Garage since November, 1933. He was the senior of the two greasers on the July 1 classification (Resp. Exhibit 17A). Burns was a member of the union and had attended its meetings. About July 28 he drove Sprain to his hotel and the latter asked him if all of the boys had signed up. He added that most of the work was going to be transferred and only a few men kept to perform greasing, storage work, etc. He said the men were never satisfied and that Greyhound wages were the highest paid in that field. Burns replied that since he was a greaser, he supposed he would have his job and Sprain said he guessed so.

When Duvall was inspecting the garage on the morning of July 30 he noticed Burns had left the lights on in his grease pit and in an irritated fashion he criticized Nyland and Burns for it. He told Nyland he had warned Burns once before, although actually it had been the relief man whom he had previously warned. He also was displeased with the way Burns had greased the bus on which he was then working, and informed Nyland of his displeasure but did not so

inform Burns. Later Burns was called in, as were the other employees, and Duvall spoke to him about the road failures and also about his being reprimanded for leaving the lights on. He then discharged him.

Burns was earning 40¢ an hour for an eight-hour day. He has not worked since his discharge.

7. *Emil Law.* Law was a mechanic who specialized on brake work. He had been employed in the Pittsburgh garage since April, 1932. He was classified as a second-class mechanic and was fourth in seniority in the group of sixteen (Resp. Exhibit 17). Law joined the union in May 25, 1935 and attended all its meetings. Nyland had questioned him about May 28 on his union membership and he had stated that he belonged to it.

Law was the employee who had worked on bus No. 566, which was the bus involved in the accident at Warren, Ohio. He had checked and adjusted the brakes and had "okayed" them (Resp. Exhibit 16). On July 30, he was called before Duvall in Nyland's office. Duvall told him about the road failures and then asked if he had worked on No. 566, showing him the work order slip. He stated he had worked on it. Duvall said that there had been an accident due to defective brakes and two people had been killed. He then discharged him for inefficiency.

Law in his testimony stated that if he had been responsible for the accident, his dismissal was fair, but in response to a question from the Board, stated that he thought he was discharged for his union activity.

Law was earning 57¢ an hour for an eight-hour day. He has not been employed since his discharge.

D. *Consideration of the reasons advanced by respondents for the discharges*

The union charged and the complaint alleges that the above employees were discharged because of their union membership and activities. The respondents denied this and stated that the employment of Lehman, Mitchell, Moberley and McKelvey was terminated[9] as a result of the decision to transfer some of the work elsewhere and the consequent reduction in the budget of the Pittsburgh garage, such action being immediately caused by the Warren, Ohio accident and being motivated by a desire to correct the supposedly inefficient work being performed at the garage as represented by the excessive July road failures, and that these men were chosen because they were the junior men in their classifications; that

[9] The respondents claim these men were not discharged but furloughed. This will be discussed later.

Law was discharged because he had been inefficient in his work on bus No. 566; that Burns was discharged because of improper work, in that he had left the lights burning in his grease pit and was careless in his greasing of the buses; and that Rihr was discharged because as a tester he should have eliminated some of the July road failures, and was therefore thought by Duvall to have been to some extent responsible for the July road failures. In arriving at a decision between the rival claims, it is necessary to examine carefully the respondents' contentions and related matters.

1. *July road failures not attributable to men discharged.* In spite of the repeated references to the July road failures and their being advanced in a general way as the cause for the discharges, none of these failures was directly attributable to the men discharged. The respondents do not claim that the road failures were or could be traced to any of the men discharged. Both at the time of the discharges and at the hearing the respondents did not allocate any failure to any definite person, apparently made no attempt to do so and finally admitted that it could not be done. In most cases the nature of their work was incompatible with their being responsible. Moberley was a body repair man and could not be responsible for road failures. Burns being a greaser likewise did work unconnected with road failures. Mitchell was working elsewhere for a large part of the month. At the July 28 meeting Nyland absolved Lehman of any responsibility for the road failures. Neither Law nor McKelvey was charged with responsibility. Rihr is a possible exception. Duvall testified that he believed if Rihr had been efficient in his testing he could have eliminated some of the failures. The nature of the failures, however, tends to militate against the possibility of such elimination.

2. *Efficiency of men.* While the respondents asserted that they desired to eliminate the inefficient work that they said was being performed at the Pittsburgh garage, it was admitted that most of the men discharged were efficient employees. Lehman did practically all of the specialized electrical work and had been commended for his work. Duvall said he was a good electrician and loyal. McKelvey had been given a high recommendation by the garage superintendent in New York (Board Exhibit 56) and Duvall stated he was always a fairly good employee and always did fairly good work—he had no particular desire to remove him. Mitchell had been sent by Nyland to Gettysburg on a particular job because of his skill as a mechanic. Moberley was described by Duvall as a "good workman" who did "good work". Duvall stated generally that "all of these employees are good employees".

3. *Action taken with respect to men who worked on bus involved in Warren, Ohio accident.* While the respondents advanced the

Warren, Ohio accident as one of the motivating causes of the action taken at the Pittsburgh garage, the treatment of the men who worked on the bus involved in that accident is astonishing when considered in relation to the respondents' desire to increase the efficiency of the garage. Duvall, on the basis of his testimony, came to Pittsburgh in an excited state, after having inspected the bus and being informed two people were killed, and was determined to take some action. He testified that he checked the records on that bus to ascertain who had worked on the brakes. Discovering that Law had adjusted the brakes, he discharged him (see *supra*). About the same time the driver of the bus was punished by a temporary forfeiture of bonus pay. But Duvall made no effort to ascertain which employee had tested the bus after Law had adjusted the brakes, did not discharge the person who had tested it—in fact, did not even reprimand him. And yet Duvall testified that an efficient tester could probably have discovered the maladjustment of the brakes, and hence tester and mechanic shared the responsibility for the accident. Rihr, who was the other tester and who had not worked on the Ohio bus was discharged; the tester who had tested and approved the Ohio bus is still employed by the respondents; both tested buses involved in the July road failures.

4. *Transfer of work from Pittsburgh garage.* While Duvall testified that he decided to remedy what he thought was a bad situation at Pittsburgh by transferring some of the major work elsewhere, the record does not show that there was any actual change in the amount of work performed at Pittsburgh. Eight old buses were transferred from Pittsburgh to Chicago, i. e., allocated to Chicago. Some of the Chicago buses were then transferred to other garages. At the same time, the new buses were allocated to Pittsburgh. These buses were added to the number of buses fulfilling the schedule on runs east of Pittsburgh, so that while the number of buses on those runs increased, the number of runs each bus made was apparently decreased. Hence on a monthly basis Pittsburgh had more buses after July than before (Resp. Exhibit 18).[10] The volume of work did not decrease in August. Beining, the electrician who took Lehman's place, was kept very busy. Henry, an employee, stated that there was more work in August and that they had to work faster.

5. *The type of men allegedly discharged because of transfer of work—Seniority.* Duvall testified that Lehman, Moberly, Mitchell and McKelvey were terminated because of the reduction of the payroll necessitated by the transfer of work. According to Duvall and the other officials who testified on the point, the desired ob-

[10] Apparently sometime in July another bus was added to Pittsburgh, since this Exhibit shows 94 buses for July and 96 for August.

jective was to correct what they thought was the inefficient work being performed at Pittsburgh as reflected in the number of road failures. It would be natural to assume that the effect would be related to the cause and that care would be used in picking the men to be discharged because of the alleged reduction of the payroll. Inefficient men would be logical candidates. Yet efficiency or inefficiency played no part in the choice. All of the four so discharged were deemed efficient employees (see *supra*). They were in the first class of their respective groups. No employees in the second class of any group were discharged with the exception of Law. Previous discharges to remedy somewhat similar situations had occurred only after a careful investigation of the merits of each man. But at Pittsburgh there was a "shot-gun" discharge, the men being picked quite at haphazard if efficiency were the sole motive for the choice. It was claimed by Duvall that he chose the men lowest in seniority. High seniority is not synonymous with efficiency and if the men discharged were picked on a seniority basis, it must be concluded that efficiency of operation was not the desideratum at Pittsburgh, all of the respondents' repeated remarks about safety and efficiency notwithstanding. And if seniority were the sole test, these four men were unfairly removed. Lehman was the senior of the man who replaced him. Mitchell and McKelvey, although at the bottom of the list of first-class mechanics, were the seniors of ten of the second-class mechanics. Moberley, although at the bottom of the first-class body repair men, had seniority over one of the second-class men. And, finally, Sundstrom testified that if these men were deemed the "younger" men because after the July 1 classification they found themselves at the bottom of a small classified group, although actually they were the senior of many others doing similar work, and were then discharged as being the younger men, he would regard such treatment as unfair.

E. *Conclusions with respect to July 30 and July 31 discharges*

On the basis of the facts found above, it must be concluded that employees Lehman, McKelvey, Mitchell, Moberley and Rihr were discharged because they were members of Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America and for their activities in connection with that union. The facts indicate a jealous regard on the part of the executives for their Employees Association and a desire to prevent any other organization from gaining a foothold in their system, so that there was a strong motive for hostility toward the members of Division No. 1063. The officials directly associated with the Pittsburgh garage openly evidenced their hostility to the union.

threatened the employees and warned them not to join, and maintained surveillance of their activities. These discharges occurred at a time when the union was rapidly gaining strength and consolidating its position. All of the discharges were of union men whose membership was known. All of these employees at various times had been threatened or warned in some fashion by the officials at the garage. Their discharges were not isolated acts but represented the culmination of a period of open hostility on the part of the management. The respondents' claims as to the motive for these discharges lack substance and support in the evidence and the inferences to be drawn from it. Moreover, in the respondents' testimony these claims are constantly shifting—at first the road failures are advanced in a vague general way as the motive for the discharges, then the desire to eliminate inefficiency at the Pittsburgh garage becomes the dominant motive, but in turn this gives way to a purely mechanical dollars and cents reduction of the budget for the garage. At best the most that can be said for these claims is that the accident at Warren, Ohio, crystallized the respondents' half-formed desire to take some action at Pittsburgh. The respondents desired to discourage membership in Division No. 1063 and to rout it if possible, and these discharges were the expression of such desire. They would have a two-fold effect—they would not only immediately affect the discharged employees but would also discourage other employees from joining or remaining members of Division No. 1063. There may have been an accompanying desire for a mild "house-cleaning" so as to stir the men into more efficient work, and it is possible that the respondents thought that some discharges would accomplish this result. But the above employees chosen as examples were chosen because of their union membership.

The cases of Law and Burns are different. Law appears to have been discharged because of the belief of Duvall that his work on bus No. 566 had been faulty and had contributed to the accident at Warren, Ohio. Burns appears to have been discharged because Duvall had observed him working in what he regarded as an inefficient manner, and, possibly because of Duvall's excited mood, had taken more hasty action than would ordinarily have been the case. The record does not support the allegations in the complaint that these two discharges were for union membership or activity. In so finding, however, the Board is not unmindful of the fact that these discharges represent the severest discipline that can be meted out to employees. The cases are not free from doubt and there is some evidence to support the contention that milder but not less effective discipline might have been administered if the supervisory officials had not been determined to discourage union membership. However,

on the whole record the Board is of the opinion that union membership or activity was not the effective cause for the two discharges.

Of the five men discharged for union membership and activity, McKelvey and Moberly at the time of hearing were regularly employed elsewhere at similar jobs, the latter in Pontiac, Michigan. McKelvey's salary was appreciably less than he had been earning at the Pittsburgh garage; Moberley's salary was not stated. Moberly had been obliged to move to another city to obtain his new job. Mitchell was also working elsewhere, though apparently irregularly and at a considerably lower rate. Obviously all three have less seniority in their new work and this consequent loss in seniority is undoubtedly serious. Lehman and Rihr had not secured employment elsewhere at the time of hearing. On these facts none of the employees can be said to have obtained "other regular and substantially equivalent employment", as the term is used in Section 2, subdivision (3). The Board, by virtue of Section 10, subdivision (c), accordingly has the power to order the respondents to offer reinstatement to these employees. Since the discharges constituted unfair labor practices, so that the men were unlawfully separated from their means of livelihood, the offer of reinstatement should be coupled with payment of back pay from the date of discharge, less sums earned elsewhere in the meantime. Such payment is necessary to compensate the employees for the wrong done them in this case and to make them whole. As it will thus effectuate the policies of the Act, the Board is authorized by Section 10, subdivision (c) to enter such an order.

F. *Further contentions of respondents with respect to July 30–31 discharges*

The respondents at the hearing and in their brief urged several contentions which proved to be wholly immaterial to the case. However, these will be briefly discussed for the sake of completeness.

1. *Discharged or furloughed.* The union claims and the complaint alleges that all the employees named above were "discharged". The respondents contend that certain of the men, viz., Lehman, McKelvey, Moberley, and Mitchell, were only temporarily laid off—"furloughed"—and not discharged. Aside from the question of variance with the complaint, the respondents' contention, even if sound, is of little moment as far as a violation of the Act is concerned. Sections 8 (1) and 8 (3) may be violated by a "furlough" for union activities as well as by a discharge. If the motivating cause of the discriminatory change in the tenure of employment was interference with the employees in the exercise of their guaranteed rights or discouragement of membership in a labor organization, a violation is estab-

lished whether the change is temporary or permanent. Hence, even if the employees were furloughed, a violation of the Act has been committed in this case if the cause for such furloughs was union membership or activity.

However, the record shows that the men were discharged rather than furloughed. Words such as "fired", "through", "let go", were used to describe the discharges when they took place. Duvall in his testimony used language—"release"—related to a discharge rather than a furlough and did not indicate that he had definitely informed the men they were merely being temporarily laid off. In the report to the Metropolitan Life Insurance Company, which handled the group insurance for the Greyhound employees, stating that the insurance should be discontinued on the employees involved, the symbol "1–a" was used by the Pennsylvania Greyhound Lines to describe the cause of cancellation. The key on the report shows that 1–a means "discharged or resigned". This symbol is used in the cases of the four employees under discussion as well as for the other employees who the respondents admitted were "discharged" on July 30 and 31 (Board Exhibit 54). The symbol "1–b", meaning "temporary lay-off or leave of absence" is used to describe the cause of cancellation of insurance on other employees not involved in this case, followed by the descriptive remark "lay-off" or "leave of absence" in the appropriate cases (Board Exhibit 55). It is clear that the men did not resign. The superintendent of the Group Division, Metropolitan Life Insurance Company, testified that it was important to his company that it know the correct cause of cancellation. In addition, an employee temporarily laid off could continue his insurance during that period by tendering his contributions, while a discharged employee could not. The general auditor for the Pennsylvania Greyhound Lines testified that he had made an arrangement with the Cleveland office of the Metropolitan Life Insurance Company that in the case of lay-offs unless the Greyhound Company knew the men would return to work within thirty days they should be listed by symbol 1–a, "discharged or resigned", even though they were only being temporarily laid off. However, this testimony, which was not confirmed by the insurance company, cannot be said to refute the written reports of the respondents made pursuant to the written contract with the insurance company. The auditor was unable to describe a "furlough" or to differentiate it from a "lay-off". The term appears to be a recent addition to the Greyhound vocabulary and the alleged new classification cannot be given credence.

2. *Failure of discharged employees to use Employees Association channels for purpose of complaint.* Counsel for the respondents in his cross-examination and the officials of the respondents in their testimony brought out repeatedly that none of the discharged em-

ployees had made use of the Employees Association to have his case reviewed. Such failure has no bearing on the case. The discharge of the men for union activity constituted an unfair labor practice which was in no way affected by their subsequent failure to complain as provided in the Employees Association plan. The jurisdiction of the National Labor Relations Board is exclusive; it is not shared with private groups established for the adjustment of complaints. As indicated above the Employees Association was illegally dominated and interfered with by the management, so that failure to complain to it can have no consequence in this connection. Moreover, the reasons for such failure are obvious: the men had chosen other representatives; they thought that nothing could be gained through the Employees Association; they had no use for it, some of them couldn't even get on the premises.

3. *Posting of notice containing Section 7 (a) of the N. I. R. A.* The respondents repeatedly called attention to the fact that a notice containing Section 7 (a) of the N. I. R. A. and the labor provisions of the Motor Bus Code had been and was still posted in the Pittsburgh garage (Resp. Exhibits 26 and 27). Such posting was compulsory under the Motor Bus Code. It is clear that the posting, pursuant to legal compulsion, of a notice to the effect that employees are free to organize cannot have the effect of excusing or preventing unfair labor practices—it does not even give rise to any inference that an unfair labor practice was not committed or that the respondents' attitude was that described in the posted notice.

4. *Current employment of union members.* The respondents also called attention to the fact that many members of the union are still employed. In itself, such testimony is meaningless. It is not necessary to discharge every union member to discourage union membership or to break a union. It is clear the respondents could not at one time discharge all of the union members and still keep the garage open. No inference of innocence may thus be made from this testimony.

5. *Failure of discharged employees to apply for reinstatement.* The respondents brought out that the discharged employees did not apply for reinstatement. As in the case discussed in Section 2 above, such conduct can in no way affect the unfair labor practice completed by their discharge. This evidence was advanced by the respondents in support of their contention that the men were furloughed and not discharged. Why they would not reapply if furloughed for an indefinite period and yet would apply if discharged was not made clear. The evidence therefore does not support the inference intended by the respondents. Moreover, as pointed out in Section 2 above, some of the employees felt with justification that they would not even be allowed on the premises after their discharge.

6. *Participation of discharged employees in elections of Employee Association.* The respondents pointed out that some of the discharged employees had participated in the elections of the Employees Association. In view of the clear evidence of their membership in Division No. 1063, this has no bearing on the question of whether the discharges were for such union membership and activity. Nor, under the circumstances can such participation be regarded as the result of a free and uninfluenced choice on the part of the employees.

G. *The August and September discharges*

Two employees of the garage were discharged in the subsequent months. It is alleged in the complaint, and denied by the respondents, that these men were likewise discharged for union membership and activity. Their cases will now be considered separately.

1. *Erwin D. Matthews.* Matthews was a mechanic who commenced his work at the Pittsburgh garage in October, 1929. He was fourth in seniority of the first-class mechanics (Resp. Exhibit 17). He joined the union in July and attended its meeting on July 10. Bremmier after the May 28 meeting had warned him not to join saying that the fellows who "messed around" with the union would be fired. On August 13 Nyland discharged him for improper work on the wheels of a bus which had a road failure on account of a wheel coming off. Nyland told him that was the reason for his discharge and neither he nor Matthews mentioned the union, although Matthews testified he thought he was discharged for union activity. Matthews also testified he had later heard from some of the men that a company which serviced the tires on the Greyhound buses had worked on the wheels after he had, but the records show the contrary. Serious consequences could result from a failure to tighten the wheels. Duvall had considered him a good mechanic and did not know of his discharge until informed of it by Nyland.

He was earning 74¢ an hour for an eight-hour day. Since his discharge he has been employed and had earned $154.31 at the time of hearing.

2. *Robert Maxwell.* Robert Maxwell was a touch-up painter who had been employed since January, 1934. There was one first-class painter, one second-class painter and one touch-up painter (Resp. Exhibit 17). He joined the union at the end of May. Bremmier had advised him not to join. On September 18 he was discharged by Lydon, the clerk, who did not know the reason for the discharge. Maxwell saw Sprain and was informed that he had left some "transfers", used to put the imprint of the "Greyhound" upon the buses, laying out overnight in an incompleted condition, which would result in inefficient work. The union was not mentioned when he was

discharged. He had been rather careless in his work on these transfers. Duvall did not know of his discharge until informed of it and testified that the action was rather drastic, since a "transfer" is not very expensive. He later gave him a letter of recommendation so as not to stand in the way of his getting another job (Board Exhibit 44).

Maxwell was earning 45¢ an hour for an eight-hour day and has not been employed since his discharge.

3. *Conclusion.* The discharge of both Maxwell and Matthews do not seem to be connected with the events of July. Their discharges appear as isolated events, bearing only upon the individuals separately involved, and were not for union membership or activity. Accordingly the record does not support the allegations in the complaint with respect to these two employees.

V. APPLICABILITY OF THE ACT

A. *The unfair labor practices as "affecting commerce"*

The complaint alleges that the acts of the respondents enumerated therein constitute unfair labor practices affecting commerce. The term "affecting commerce" is defined in Section 2, subdivision (8), as "in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce". The term "commerce" is defined in Section 2, subdivision (6) to include "trade, traffic, commerce, transportation, or communication among the several states".

The respondent companies, as shown above, are engaged in the operation and management of an extensive interstate bus transportation system, which in turn is but part of a much larger system. The operations conducted at the Pittsburgh garage are an integral part of the operation of this interstate transportation system. Buses carrying passengers and property in interstate transportation are serviced and made ready for their regular runs at this garage. Such servicing is essential to the safe and regular functioning of the system. The President of the company testified that "the Pittsburgh Garage is located strategically for service to the buses operating through the mountainous regions of Pennsylvania and contiguous and surrounding territory", and that the physical operation of the buses regularly and currently engaged in interstate transportation is made possible by the maintenance of the garage at Pittsburgh. The garage is thus an integral part of the operations of instrumentalities of interstate transportation and the employees involved are actively working upon instrumentalities of interstate transportation and are engaged in operations in the course

and conduct of interstate transportation. Consequently, the acts of the respondents occurred in the course and conduct of the operations of instrumentalities of interstate transportation and affected employees engaged in operations in the course and conduct of interstate transportation and on instrumentalities of interstate transportation, and hence occurred "in commerce" within the meaning of Section 2, subdivision (8).

The respondents throughout their testimony stressed the importance of safety and efficiency of operation in the motor bus transportation industry. They testified to the numerous measures instituted by them in the ceaseless efforts to achieve such ends. At the same time, however, the very acts of the respondents considered above created a condition of unrest and fear which was a threat to the efficient and safe operation of their buses. Many of their employees today are working under the heavy handicap imposed by the constant fear of losing their jobs because of their membership in Division No. 1063. An employee who had been warned by Crawford testified that "I don't know why I am working now". It is not difficult to imagine the fear induced in the men by the constant warnings and threats of discharge or by the knowledge that the officials are maintaining surveillance of their activities. And men driving and working on buses under the pressure of such fear of discharge are not likely to be capable of working with normal efficiency; an employee testified that the fear of discharge made him "nervous" and that he could not get himself together and drive through traffic in the usual fashion. It is the consequent impairment of the efficiency and safety of the instrumentalities of interstate transportation caused by such unrest and anxiety which the Congress desired to remove by eliminating the sources of such unrest.

The acts of these companies also tended to "lead to a labor dispute burdening and obstructing commerce." A "labor dispute" is defined in Section 2, subdivision (9), to include "any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment." At the time of Davidson's discharge, the employees at the garage and the drivers were demanding of him that he call a strike for their rights. Davidson counseled them against a strike. After the July 30 and July 31 discharges, the employees again wanted to strike, feeling that a strike would be the only method of protecting those union employees who still had their jobs. Davidson again advised against a strike and told them that he would take up the discharges with the Regional Office of the National Labor Relations Board and with a Commissioner of Conciliation. He pursued such a course and thus the strike was averted. The respondents feared a

strike in May and July. Sundstrom was aware of the strike talk and because of it had a request made for police protection. Commencing about May 17 and continuing to the date of hearing, from one to three Pittsburgh City policemen have been detailed to the Pittsburgh garage at the expense of the respondents. The effect of a strike at the Pittsburgh garage upon the Pennsylvania Greyhound System, and hence upon interstate transportation, is obvious. It was succinctly expressed by Sundstrom when he testified that a strike would undoubtedly have seriously crippled the operation of the bus schedules.

Interference with the activities of employees in forming or joining labor organizations results in strikes and other forms of industrial unrest which in the field of transportation have the effect of impairing the safety and efficiency of the instrumentalities of such transportation. About 50% of the strikes and lock-outs that occurred in the motor transportation industry from January, 1935 to July, 1935 inclusive, involving 32,732 employees and 162,721 man-days of idleness, arose over the issue of employee organization (Board Exhibit 25a). It is common knowledge that in the industrial scene numerous and prolonged strikes have resulted from denial by employers of the rights now guaranteed by Section 7 and from their interference with employees attempting to exercise such rights ((1934) 39 Monthly Labor Review No. 1, p. 75, Table 9). The Board cannot be blind to such knowledge or fail to realize the disruption of commerce that results from such strikes and unrest. The motor transportation industry has achieved an important place in the transportation systems of this country [11] and it is the desire of Congress to prevent the interference with transportation and the impairment of the safe and efficient operations of its instrumentalities that results from such strikes and unrest. It is significant that, unlike the parallel legislation in the railway field, there are no provisions for collective bargaining and employee freedom of organization and representation in the recent Motor Carrier Act of 1935, imposing federal regulation of interstate motor transportation. The omission was succinctly explained on the floor of the Senate by Senator Wheeler, Chairman of the Committee on Interstate Commerce, on the ground that the Wagner Act then before Congress would cover the field of motor transportation and that therefore such provisions need not be incorporated in the Motor Carrier Act (Cong. Record, 74th Congress, 1st Session, Vol. 79, p. 5887).

[11] See Report of the Senate Committee on Interstate Commerce on the Motor Carrier Act of 1935 (Board Exhibit 23); *Nashville, Chattanooga and St. Louis Railway* v. *Walters*, 294 U. S. 405 (1935); Board Exhibits 17, 18 and 19 and Senate Document No. 152, Regulation of Transportation Agencies, 72d Congress, 2d Session (March 1934); Board Exhibits 22 and 24: Hearings Before the Committee on Interstate Commerce, United States Senate, on Motor Carrier Act of 1935.

B. *Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company as employers*

The Pittsburgh garage is leased and operated by the Pennsylvania Greyhound Transit Co. but it does not employ the men working there. The complaint alleges that the maintenance employees are employed by the Pennsylvania Greyhound Lines, Inc. and the Greyhound Management Company and the record supports this allegation. The form for application for employment at the garage or elsewhere in the Pennsylvania Greyhound System is entitled "Application for Employment. Greyhound Lines" and must be forwarded, after signature by the Department Head or Regional Manager, to the "Department of Safety and Personnel, Greyhound Lines". This is a department in the Greyhound Management Company and is headed by Mr. Marcus Dow, an official of that company. The form contains a statement to be signed by bus operators that begins as follows: "Whereas, the undersigned is desirous of making application for employment to the Greyhound Management Co. (Greyhound Lines)" (Board Exhibit 43). The group insurance policy was issued by the Metropolitan Life Insurance Co. to the Greyhound Management Company for the benefit of its employees. The individual employee policies issued pursuant to the basic policy describe the individual as an employee of the "Greyhound Management Company, associated and/or subsidiary companies" (Board Exhibits 34 (Lehman policy), 36 (Rihr policy), 42 (Burns policy)). However, on the applications of the employees, on which the blanks are apparently filled in by the respondents, the name of the employer is given indiscriminately as "Pennsylvania Greyhound Lines" or "Greyhound Management Company" (Board Exhibits 45–53, covering applications of nine employees discharged). On one, the "Greyhound Management Company" is given as the employer in one place in the application, while at another place the "Pennsylvania Greyhound Lines" is listed as the employer (Board Exhibit 46). The reports to the insurance company discontinuing the insurance on certain employees bear the name "Pennsylvania Greyhound Lines" as the employer (Board Exhibits 54 and 55, covering seven employees discharged on July 30 and July 31). A letter from Duvall to all maintenance employees, congratulating them on the awards to the Greyhound Management Company for winning the National Maintenance Contest sponsored by the Bus Transportation Magazine, bears on the letterhead the name "Greyhound Management Company, Fiscal Agent", with various other companies listed around it, including the "Pennsylvania Greyhound Lines, Inc. and subsidiaries" (Board Exhibits 37 A, B and C, received by Rihr). All of the election and other material involving the Employees Association bears the name "Pennsylvania

Greyhound Lines, Inc." (Board Exhibits 60–63, 65, 75–86), and the name of the Association is "Employees Association of the Pennsylvania Greyhound Lines, Inc." (Resp. Exhibit 6). The list of maintenance employees eligible to vote as members of the Association contains the names of the nine employees involved in the case and describes them and the others as the "maintenance employees of the Pennsylvania Greyhound Lines, Inc." (Board Exhibit 78). The classification list posted in the Pittsburgh garage begins as follows: "The Management of Pennsylvania Greyhound Lines has decided on a General Classification of Maintenance employees" (Resp. Exhibit 3). The men at the garage are paid by the Pennsylvania Greyhound Lines, Inc. Officials of the Pennsylvania Greyhound Lines, Inc. have the right to discharge the maintenance employees at the garage. Duvall's letter recommending Maxwell—"who has been in the employ of this company"—is on the stationery of the "Pennsylvania Greyhound Lines, Inc." and is signed "Pennsylvania Greyhound Lines", by Duvall (Board Exhibit 44). With regard to the Pittsburgh garage, both companies file as employers under the Pennsylvania Workmen's Compensation Act.

It is clear from the above that the Pennsylvania Greyhound Lines, Inc. is the employer of the men in the Pennsylvania Greyhound System, including the men discharged. Moreover, it is the company which mainly participates in the Employees Association of the Pennsylvania Greyhound Lines, Inc. In regard to employment, the function of the Greyhound Management Company is apparently that of a personnel department and it handles general employee problems common to the various companies forming the Greyhound Lines. As such, it obviously acts on behalf of and in the interest of the Pennsylvania Greyhound Lines, Inc. and is therefore an "employer" within the meaning of Section 2, subdivision (2). Moreover, since on various documents the Greyhound Management Company is listed as the employer of the men involved and in many of their dealings with or in regard to their employees the respondents do not make any effort to be precise in the designation of the employer, both companies must be regarded as employers for the purpose of this case. Since they function as one integrated system and since their activities are so related and commingled, the order of the Board in order to be effective must of necessity run against both respondents.

Rulings Made During the Hearing

The respondents appeared specially to attack the jurisdiction of the Board on stated constitutional grounds (Resp. Exhibit 1). These objections to the jurisdiction of the Board were overruled at the hearing. After having reviewed the objections at greater

length the Board feels that the ruling was proper. With the exception of the ruling discussed below, the other rulings at the hearing do not require discussion.

The respondents at the commencement of the hearing moved to dismiss the complaint on the ground that since the charge was made by Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America and not by any of the employees involved or by Division No. 1063 as their representative, it is not justified by the National Labor Relations Act. This contention finds no support in the Act or the Rules and Regulations of the Board. Section 10, subdivision (5) of the Act states that "whenever it is charged" that any person has engaged in any unfair labor practice the Board shall have power to issue a complaint. The type of person or organization making the charge or the relationship between such person or organization and the individuals involved in the acts complained of are not limited by the Act. The Rules and Regulations do not impose any limitations in this regard. Section 1 of Article II states that "a charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization". The motion of the respondents was therefore properly denied. Moreover, it is obvious from the record that Division No. 1063 does represent these employees.

Concluding Findings of Fact and Conclusions of Law

In addition to the above findings of fact, upon the record in the case, the stenographic report of the hearing and all the evidence, including oral testimony, documentary and other evidence offered and received at the hearing, the following concluding findings of fact are made by the Board.

1. The Greyhound Lines is a nation-wide integrated system engaged in the interstate and foreign transportation for hire of persons and property by motor buses.

2. The respondent, Pennsylvania Greyhound Lines, Inc., a Delaware corporation, is an integral part of the Greyhound Lines. Fifty per cent of its common stock is owned by the Greyhound Corporation, the chief holding corporation of the Greyhound Lines, and the remaining fifty per cent and all of its preferred stock are owned by the American Contract and Trust Co., a wholly-owned subsidiary of the Pennsylvania Railroad Company. The respondent, Pennsylvania Greyhound Lines, Inc., owns all of the common stock of Pennsylvania Greyhound Lines of Indiana, Inc.; Pennsylvania Greyhound Lines of Illinois, Inc.; Pennsylvania Greyhound Lines of Virginia, Inc.; Peoples' Rapid Transit Co., Inc.; Montgomery Bus Co., Inc.; and Pennsylvania Greyhound Transit Co., bus operating and termi-

nal companies. Through these wholly-owned subsidiaries, the Pennsylvania Greyhound Lines, Inc., owns, operates, manages and controls a bus system for the interstate transportation for hire of persons and property of approximately 5,000 miles in length, extending from New York, New York; Philadelphia, Pennsylvania; and Atlantic City, New Jersey; to Chicago, Illinois; Indianapolis, Indiana; and St. Louis, Missouri; and known as the Pennsylvania Greyhound System.

3. The respondent, Greyhound Management Company, a Delaware corporation, is an integral part of the Greyhound Lines, and its stock is wholly owned by the Greyhound Corporation. The Greyhound Management Company prepares schedules and tariffs, handles group insurance and performs managerial, personnel, legal, advertising and other services for the corporations forming the Greyhound Lines, including the Pennsylvania Greyhound Lines, Inc., which employs it as managing agent.

4. The Pennsylvania Greyhound Lines, Inc. owns a garage at California and St. Ives Streets, Pittsburgh, Pennsylvania, which is leased to and operated by the Pennsylvania Greyhound Transit Co., a wholly-owned subsidiary of the Pennsylvania Greyhound Lines, Inc. Pittsburgh is an important terminus in the Pennsylvania Greyhound System and connects by direct bus routes, operated mainly by this System, with New York, New York; St. Louis, Missouri; Washington, D. C.; Philadelphia, Pennsylvania; Detroit, Michigan; Scranton, Pennsylvania; Buffalo, New York; Cleveland, Ohio; and Charleston, West Virginia. The Pittsburgh garage is operated as an integral part of the Pennsylvania Greyhound System and is strategically located to serve that System. The garage, which is open at all times, services the Greyhound buses traveling from, through and to Pittsburgh on these routes. The servicing, repairs, and mechanical maintenance work performed at this garage on these buses is performed while the buses are operating on their regular interstate schedules and are necessary to continuous, safe and effective operation of the buses on such schedules. Major maintenance and repair work are performed at the garage when the buses are idle. The garage also services interstate buses of other lines.

5. As described in paragraph four above, the transportation operations at the Pittsburgh garage occur in the course and current of transportation among the states and are an integral part of the operations of instrumentalities of such transportation. The maintenance employees engaged in such operations are directly engaged in the course and conduct of transportation among the states and because of their services in connection with and upon instrumentalities of such transportation are an integral part of the operations of instrumentalities of such transportation.

6. The maintenance employees so engaged at the Pittsburgh garage in the servicing, repair and mechanical maintenance of motor buses are employed and paid by the Pennsylvania Greyhound Lines, Inc. The employees engaged in the operations of the Pennsylvania Greyhound System are employed and paid by the Pennsylvania Greyhound Lines, Inc. The Greyhound Management Company also holds itself out as the employer of all these employees and acts in the interest of the Pennsylvania Greyhound Lines, Inc. in regard to them.

7. On July 30, 1935, the respondents, by their officers and agents, while engaged in the operations described above, discharged Chester Lehman, an electrician, Albert McKelvey, a mechanic, Stephen Mitchell, a mechanic, Lester Moberley, a body-repair man, and on July 31, 1935 John Rihr, a mechanic. All of these men were employed by the respondents at the Pittsburgh garage as maintenance men and were engaged in the operations described above. None of these men has been since reinstated by the respondents.

8. Each of the employees so discharged, as stated in paragraph seven above, was discharged for the reason, individually, that each of them had joined and assisted a labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and had engaged in such concerted activities for their mutual aid and protection.

9. By said discharges the respondents have interfered with, restrained and coerced their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

10. By said discharges the respondents did discriminate in regard to tenure of employment and have thereby discouraged membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America.

11. Following are the wage rates at which these employees were paid at the time of their discharge and the amounts they have since earned through employment elsewhere, as of the date of hearing. None of these employees has obtained any other regular and substantially equivalent employment.

Employee	Wage rate per hour (for 8-hr day)	Amount earned
	Cents	*Dollars*
Lehman	78	30
McKelvey	74	145
Mitchell	68	100
Moberley	68	103–104
Rihr	68	Nothing

12. The respondents, by their officers and agents, while engaged in the operations described above, and after July 5, 1935, have continuously urged, persuaded and warned their maintenance employees at the Pittsburgh garage to refrain from becoming or remaining members of a labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, have threatened such employees with discharge if they became or remained members of such organization and have maintained surveillance of the meetings and meeting places of such organization and of the activities of their employees in connection with such organization.

13. By such urging, persuading, warning, threatening and surveillance, as described in paragraph 12 above, the respondents have interfered with, restrained and coerced their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

14. The respondents, principally the Pennsylvania Greyhound Lines, Inc., by their officers and agents, in the fall of 1933 instituted, formed and sponsored a labor organization of their employees, including the employees of the Pennsylvania Greyhound System, known as the Employees Association of the Pennsylvania Greyhound Lines, Inc.

15. The respondents, principally the Pennsylvania Greyhound Lines, Inc., by their officers and agents, while engaged in the operations described above, are dominating and interfering with the administration of a labor organization of their employees, including the maintenance employees at the Pittsburgh garage and the employees of the Pennsylvania Greyhound System, known as the Employees Association of the Pennsylvania Greyhound Lines, Inc., by arranging, supervising and conducting the elections of the employee representatives, held on company time and on company property; controlling the meetings of the employee representatives with the management representatives in such a fashion as to make such meetings no more than the presentation of grievances to an official of the management and so as to prevent them from being a forum for collective bargaining and genuine employer-employee discussions; controlling the type of matter which may be discussed by the employee representatives with the management representatives through a system of "Joint Submissions" which requires the consent of an official of the respondents before a matter may be submitted for such joint discussion; making any change in the form, purpose or activities of the Employees Association dependent upon the approval of the respondents through a provision in the By-Laws of the Association requiring a two-thirds vote of an equal number of

management and employee representatives for any change in the By-Laws; and by the activities enumerated hereafter; and are contributing financial and other support to such labor organization by paying the employee representatives for any time lost by reason of their activities as such representatives and for their expenses and transportation while so engaged; supplying stenographic services, election material and forms; and by defraying all of the expenses of the Employees Association.

16. The aforesaid acts of respondents occurred in the course and current of transportation among the states and directly and immediately affected employees engaged in operations in the course and conduct of such transportation and who, because of their services in connection with and upon instrumentalities of such transportation, are an integral part of the operation of instrumentalities of such transportation.

17. The aforesaid acts of respondents, and more especially the acts enumerated in paragraphs 7 and 12 above, tended to lead to a strike of the maintenance employees and drivers at the Pittsburgh garage which would have crippled the operation of respondents' interstate bus transportation schedules, thereby causing a cessation of and otherwise impairing the operation of instrumentalities of transportation among the several states and thus burdening and obstructing such transportation, and of impairing the safety and efficiency of instrumentalities of such transportation and would have led to such a strike had not the maintenance employees and drivers at the Pittsburgh garage been persuaded by the President of Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America to present their grievances to the National Labor Relations Board and a United States Commissioner of Conciliation.

18. The aforesaid acts of respondents, and more especially the acts enumerated in paragraphs 7 and 12 above, created and tend to create a condition of unrest and fear on the part of their employees at the Pittsburgh garage, including bus drivers, which impaired and tends to impair their efficiency and consequently, because of the nature of their work, the safety and efficiency of instrumentalities of transportation among the several states.

19. Interference by employers with the activities of employees in forming or joining labor organizations results and tends to result in labor disputes and other forms of industrial unrest which burden and obstruct commerce among the several states and the free flow thereof and which in the field of transportation have the effect of impairing the safety and efficiency of the instrumentalities of transportation among the several states.

20. On July 30, 1935, the respondents, by their officers and agents, while engaged in the operations described above, discharged Albert Burns, a greaser, and Emil Law, a mechanic; on August 13, 1935 discharged Erwin D. Matthews, a mechanic, and on September 18, 1935, discharged Robert Maxwell, a touch-up painter, all mainteance men employed by the respondents at the Pittsburgh garage and engaged in the operations described above. None of these four employees was discharged by respondents by reason of his membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, or for any activities in connection therewith.

21. Upon the basis of the foregoing the Board finds and concludes as a matter of law:

(*a*) Respondents, by discharging Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr, and each of them, and by interfering with, restraining and coercing their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as set forth above, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (1) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

(*b*) Respondents, by discouraging membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America by discharging Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr, and each of them, said discharges constituting discrimination in regard to tenure of employment, as set forth above, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (3) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

(*c*) Respondents, by their domination of and interference with the labor organization known as the Employees Association of the Pennsylvania Greyhound Lines, Inc. and by their contribution of financial and other support to such labor organization as above set forth, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (2) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

ORDER

On the basis of the findings of fact and conclusions of law, and pursuant to Section 10, Subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that

the respondents, Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, and their officers and agents, shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing their employees, including the employees of the Pennsylvania Greyhound System, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

2. Cease and desist from discouraging membership in Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, by discrimination in regard to hire or tenure of employment or any term or condition of employment;

3. Cease and desist from in any manner dominating or interfering with the administration of the Employees Association of the Pennsylvania Greyhound Lines, Inc., or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, and from contributing financial or other support to the Employees Association of the Pennsylvania Greyhound Lines, Inc., or to any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, except that nothing in this paragraph shall prohibit the respondents from permitting their employees to confer with them during working hours without loss of time or pay;

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

(*a*) Offer to Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr immediate and full reinstatement, respectively, to their former positions, without prejudice to their seniority or other rights and privileges previously enjoyed;

(*b*) Make whole said Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley and John Rihr for any losses of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate stated in the findings of fact as the rate each was paid at the time of discharge, less the amount which each earned subsequent to discharge as shown in the findings of fact;

(*c*) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc. as representative of their employees, including the employees of the Pennsylvania Greyhound

System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

(*d*) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof;

And it is further ordered that,

5. The complaint be, and it hereby is, dismissed with respect to the discharges of Albert Burns, Emil Law, Erwin D. Matthews and Robert Maxwell.