

In the Matter of METROPOLITAN ENGINEERING COMPANY AND METROPOLITAN DEVICE CORPORATION and UNITED ELECTRICAL AND RADIO WORKERS OF AMERICA, LOCAL No. 1203

*Case No. C-202.—Decided December 16, 1937*

*Steel Products Manufacturing; Electrical Products Manufacturing Industry—Interference, Restraint, or Coercion:* anti-union statements; initiating and fostering anti-unionism; discrediting union leaders; propaganda against union and its officers, leaders, and organizers; initiating and fostering "back-to-work" movement among employees; sponsorship of internal organization; initiating and fostering employer-dominated organization of employees; espionage; surveillance of meetings; interference with organizational activity; effort to secure disclosure of union members; questioning employees regarding union activity and affiliation; persuasion of employees to refrain from joining a particular labor organization; expressed opposition to labor organization; engendering fear of loss of employment for union membership and activity; shut-down of plant—*Company-Dominated Union:* sponsorship, domination, and interference with formation and administration; support of; organization and domination by supervisory employees; soliciting and encouragement of membership in during working hours; disestablished as agency for collective bargaining—*Discrimination:* lockout; to discourage organization of employees; discharge; charges of, as to one employee, not sustained—*Reinstatement Ordered:* employee discharged—*Back Pay:* awarded to one discharged employee and to male employees locked out.

*Mr. Will Maslow, for the Board.*

*Mr. Joseph A. McNamara, of New York City, for the respondents.*

*Mr. Francis D. Saitta, of New York City, for the M. E. A.*

*Mr. Sidney Elliott Cohn and Mr. Hyman H. Glickstein, of New York City, for the U. E. R. W.*

*Mr. Hyman A. Schulson, of counsel to the Board.*

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed upon behalf of the United Electrical and Radio Workers of America, Local No. 1203, herein called the U. E. R. W., by its president, Max Schroeder, the National Labor Relations Board, herein called the Board, by Elinore Morehouse Herrick, Regional Director for the Second Region (New

York City), issued its complaint dated June 3, 1937, against Metropolitan Engineering Company and Metropolitan Device Corporation, Brooklyn, New York, herein called the respondents,<sup>1</sup> alleging that the respondents had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

The complaint and an accompanying notice of a hearing to be held in New York City on June 10, 1937, were duly served on the parties on June 4, 1937. On June 10, 1937, the respondents filed an answer, in which, in substance, they denied most of the allegations of the complaint, admitting, however, those concerning their incorporation and business. A hearing was held on June 10, 11, 15, 16, and 17, 1937, in New York City, before Alvin J. Rockwell, the Trial Examiner duly designated by the Board. The Board, the respondents, and the U. E. R. W. were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all of the parties.

At the commencement of the hearing, the Metropolitan Employees' Association, herein called the M. E. A., by its counsel, orally moved to be allowed to intervene. The Trial Examiner denied this motion on the ground that Article II, Section 19 of National Labor Relations Board Rules and Regulations—Series 1, as amended, provides that motions to intervene shall be in writing. This motion was not renewed. During the hearing, counsel for the Board orally moved to strike from the complaint the allegation that the respondents had violated Section 8 (5) of the Act. The Trial Examiner allowed the motion. At the close of the Board's case and at the end of the hearing, counsel for the respondents moved to dismiss the complaint. The Trial Examiner denied these motions.

During the course of the hearing, the Trial Examiner made several rulings on motions and objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On July 17, 1937, the Trial Examiner filed an Intermediate Report finding that the respondents had committed unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the Act. The respondents, on July 29, 1937, and the U. E. R. W., on August 2, 1937, filed exceptions to the Intermediate Report and requested an opportunity to argue the exceptions before the Board. Pursuant to notice, a hearing was held before

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<sup>1</sup> Counsel for the parties stipulated that the word "respondents" as used throughout the proceedings refers to either or both of the companies.

the Board on August 17, 1937, in Washington, District of Columbia, for the purpose of such oral argument. The respondents and the U. E. R. W., participated.

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

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENTS

The respondents are New York corporations with their principal offices and places of business at 1250 Atlantic Avenue, Brooklyn, New York. They form a unified and integrated enterprise for the manufacture and sale of electrical devices. The officers and directors of the respondents are identical; the capital stock of both corporations is held by substantially the same individuals, all being members of the same family; and all their policies, including their labor policies, are jointly determined and administered. The respondents own and operate a plant and machinery valued at between \$1,000,000 and \$1,500,000, and between them do a gross business of approximately \$1,700,000 per year. They employ approximately 375 employees, including production and office employees. Each of the respondents has a pay roll of its own, but in the event that one respondent has more work than the other, employees are interchanged.

Metropolitan Engineering Company is engaged in the manufacture and sale of pressed steel and welded products, 70 per cent of which is sold to purchasers in states other than the State of New York, Packard Motor Car Company, Detroit, Michigan, being its largest single customer. The principal raw material used by the Metropolitan Engineering Company is steel, approximately all of which is purchased and transported from states other than the State of New York through channels of interstate commerce.

Metropolitan Device Corporation is engaged in the manufacture and sale of electrical devices, meter, service, and entrance switches, reactance coils, and seals. About 60 per cent of its sales are made to purchasers in states other than the State of New York. Some of its products are sold to manufacturers who use them as parts, and to jobbers who resell them to electrical contractors and the retail trade. About 15 per cent of its products are sold to the Public Service Company of New Jersey, and about 25 per cent are sold to utilities who use them as part of their equipment. The principal raw materials used by the Metropolitan Device Corporation are steel, porcelain, copper, and paper cartons. About 80 per cent of these materials are purchased in states other than the State of New York and are transported to the plant through channels of interstate commerce.

The respondents admit that they are engaged in interstate commerce.

## II. THE ORGANIZATIONS INVOLVED

The United Electrical and Radio Workers of America, Local No. 1203, is a labor organization admitting to membership all production and maintenance employees of the respondents, exclusive of supervisory, clerical, and office employees. It is a local of an international union affiliated with the Committee for Industrial Organization, herein called the C. I. O.

The Metropolitan Employees' Association is a labor organization limiting its membership to all employees of the respondents, exclusive of the superintendent, manager, and other officials.

## III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

## 1. Background of organization of the U. E. R. W. and the respondents' reaction to it

In 1934 the management of the respondents initiated, sponsored, and established an Employee Representation Plan. This was later abandoned. Prior to March 1, 1937, no other agency for collective bargaining existed among the respondents' employees. At about that time, however, a drive was started in the plant to form an organization to be affiliated with the U. E. R. W. Application blanks were distributed among the production and maintenance employees, then numbering between 250 and 300, and some signatures were procured. Leaflets were also distributed and meetings were held frequently.

At the first meeting, on March 6, 1937, a committee of 20 was elected to prepare a draft of a contract to be submitted to the management. A second meeting was held on March 10, at which a draft of the proposed contract was presented and officers were elected. The same day the organization received its charter as Local No. 1203 of the United Electrical and Radio Workers of America.

On March 11, 1937, a committee of the U. E. R. W. submitted the proposed contract<sup>2</sup> to William S. Catherwood, Jr., the respondents' general manager, who agreed to give the committee a reply on or before March 15, 1937. In substance, the proposed contract provided for a closed shop; a working week of five days, 40 hours per week, eight hours per day, except in specified cases; minimum hourly rates; "ten cents per hour increase on all base rates"; time and one-half for overtime; seniority rights; and methods for the settlement of grievances.

In the meantime the management had been actively discouraging membership in the U. E. R. W. On March 5 Martin Schmitt, the

<sup>2</sup> Board's Exhibit No. 5.

superintendent, and several foremen, reported to Catherwood the existence of "some labor agitation throughout the factory". In order to learn from each employee his individual opinion about working conditions, Catherwood, on that day and the succeeding days, interviewed singly or in groups about 200 employees. At these conferences, Catherwood questioned each employee about his union activities and affiliations, discussed the grievances of each employee, and in several cases adjusted wages.

At the same time the respondents resorted to espionage. On March 6 Francis Fitzgerald, the respondents' secretary, sent Thomas Varley, an office employee, to the Hotel Touraine, where the first U. E. R. W. meeting was held; to find out the number and names of the employees attending the meeting. Varley, stealthily stationing himself in the hotel lobby, observed the employees who came to attend the meeting. Shortly thereafter he reported back to Fitzgerald and gave him a list of about 20 employees who had been present. Fitzgerald communicated this information to Catherwood. At the hearing Fitzgerald agreed to make a thorough search for this list, but it was never produced. Fitzgerald testified that, although he was not absolutely certain, Varley might have received some supper money or other compensation for his part in this episode.

Dissatisfied with the results of their investigation at the conferences of March 5 and 6, the management, on Sunday, March 7, dispatched several foremen and certain "loyal" employees to visit fellow employees individually at their homes, with instructions to observe the reaction to Catherwood's interviews and the feeling toward the U. E. R. W., to ascertain grievances and the causes thereof, and then to report back to Catherwood.

On March 8, at a lengthy conference with Leonard Dowling, later elected vice-president of the U. E. R. W., Catherwood forewarned him that the respondents were well prepared for any disturbance in that they had a large stock of goods on hand and could have their switches made by competitors if necessary. Furthermore, according to Catherwood, the respondents carried strike insurance guaranteeing them 75 per cent of their losses in case of trouble. In addition Catherwood asserted that the Act would be declared unconstitutional and that it was foolish for an employee to pay dues to any outside organization. On the same day in a conversation with Victor Ornesios, an employee who had been summoned to the office during working hours, Catherwood asserted that the respondents' recognition of a C. I. O. union in the plant would impair the sale of their products to the building trades, controlled by the American Federation of Labor, that such curtailment of sales would only reduce production and thereby decrease employment, and that, therefore, the employees would gain more by individual bargaining than by collective bargaining through a C. I. O. union. Ralph Almodovar and Charles

Deck, employees of the respondents, testified that in conferences with them during working hours on or about March 8, Catherwood made substantially the same remarks regarding the effect of a C. I. O. union in the plant.

On cross-examination of Catherwood it appeared that the alleged fear that recognition of a C. I. O. union would interfere with the respondents' business was without substantial basis. Catherwood testified:

Q. Would it have affected the business to any substantial extent of the Metropolitan Engineering Company?

A. Most of the business of the Metropolitan Engineering Company is on royalties.

Q. Why don't you answer my question? I asked you whether it would have affected your business to any substantial extent. Why don't you answer it?

A. Metropolitan Engineering Company?

Q. Yes.

A. I don't think it would have.

On March 13 the management presented a letter,<sup>3</sup> signed by J. B. Murray, vice-president of the respondents, to the committee of the U. E. R. W. in reply to its proposed contract and mailed by special delivery copies to all employees. The letter, addressed to "Metropolitan Employees", announced the respondents' opposition to a closed shop and contained the following paragraph with respect to hours and wages:

The Management is willing, provided there is no cause for interruption in its operations, to reduce the working week from forty-eight to forty-four hours, and to increase the rate schedule as follows:

(1) All hourly employees to receive an increase of ten cents per hour over their March 1st base rates.

(2) Minimum rates to be forty-five cents for men and forty cents for women.

We took into consideration, in arriving at the above conclusions the fact that there is, as you are well aware, at the present time, serious agitation going on between various labor organizations. The Building Trades Union Group, as far as we now can ascertain, control the building operations in most of the large cities and, consequently, the erection of our switches come under their supervision. Our factory can only be kept open provided we can sell our products, *and we are convinced that sole recognition of any Union, at this time, would result in the closing of our doors.* [Italics supplied.]

<sup>3</sup> Board's Exhibit No. 6.

## 2. The lockout

On Saturday and Sunday, March 13 and 14, the management again sent several foremen and certain "loyal" employees to visit fellow employees individually at their homes with instructions to answer any questions relating to Murray's letter of March 13, to explain the obstacles confronting the respondents if they should recognize a C. I. O. union, and to tell the employees that the plant would be open on the following Monday, March 15, but that anyone who feared for his physical safety need not report to work and would be paid for the time lost. The respondents' emissaries discussed the letter of March 13 and the respondents' objections to the C. I. O. union. There is substantial testimony that they also told fellow workers that if the latter were loyal to the respondents, they should not come to work on Monday but they would be paid their wages just the same. However, if they were "for the U. E. R. W.," they were told to report to work.

The plant was partially shut down from March 15 through 25. From March 15 through 18 an average of only 52 hourly employees, consisting chiefly of those who had not been contacted by the respondents' emissaries on March 13 and 14, worked. On March 15 the respondents employed six guards for day duty and four for night duty.

At a conference on March 16 James V. Carey, national president of the U. E. R. W., and the bargaining committee presented to Catherwood and other representatives of the management a counter-offer,<sup>4</sup> embodying in substance the provisions contained in Murray's letter of March 13. When the committee requested the management to incorporate the provisions of this letter into a written contract with the U. E. R. W., Catherwood refused, replying that the demands were fully answered in the letter and that the respondents would enter into no written agreement with the U. E. R. W.

The respondents soon realized the ineffectiveness of their efforts, described above, to discover who were "loyal" to them and who were active U. E. R. W. members. Several employees affiliated with the U. E. R. W. availed themselves of this vacation with pay and zealously continued their union activities.

On March 18 the respondents deliberately locked out a large portion of their employees in an effort to check further organization. That day they again sent foremen and "loyal" employees to visit fellow employees individually at their homes, but this time to inform them that pay would cease on March 18 and that the plant would be closed until further notice. However, the women were told that they would be paid for the period of the shut-down of the plant. Accord-

<sup>4</sup> Board's Exhibit No. 36.

ing to the testimony of some of the employees who were visited, the emissaries told them that if they wanted the plant reopened they should write the management letters accepting the terms of Murray's letter of March 13. Some emissaries warned employees that they would lose their jobs if they joined the U. E. R. W. Others tried to impress upon them that the leaders of the C. I. O. and the U. E. R. W. were "racketeers" or "reds," and that outside unions were "no good." Only about 30 hourly employees worked from March 19 through 25.

### 3. The back-to-work movement

Following the lockout there was considerable restlessness and apprehension among the employees. The ensuing days saw an intensive back-to-work movement organized by "loyal" employees. George Hewitt, a salesman and one of the respondents' emissaries on March 13, 14, and 18, on his own initiative contacted about 15 old employees who were intimate friends of his and who were opposed to a C. I. O. union in the plant. He urged them to come with their fellow employees to a meeting to be held at Tammany Hall on Saturday, March 20. At this meeting, attended by about 50 employees, Hewitt made a speech in which he besought the employees to cease their C. I. O. activities so that they could return to work. Raymond Perretta, head of the shipping department, was present and delivered a tirade against the C. I. O. Hewitt paid five dollars for the rental of the hall, but was reimbursed from money contributed by employees attending the meeting.

Catherwood, having first learned of the meeting shortly after its adjournment, telephoned Hewitt and inquired about it. Hewitt informed Catherwood that he proposed to hold further meetings. Catherwood offered no objections.

Shortly after the meeting of March 20, Hewitt procured a list of all employees from the management and at his own expense mailed cards to them announcing a second meeting on March 23. At this time Hewitt apparently entertained the mistaken belief that the plant was closed because of a strike, for the cards<sup>5</sup> were headed "Striking Employees of the Metropolitan Engineering & Device Corp."

About 250 of the respondents' production and maintenance employees attended the meeting of March 23 at Sonia Hall. In his opening remarks Hewitt warned the employees that they were his guests, that he had policemen in the hall, and anyone who started any "funny business" would be evicted. He proceeded to state that he knew J. B. Murray rather well and that he was convinced that Murray would neither deal with an "outside" union nor recognize the

<sup>5</sup> Board's Exhibit No 7

C. I. O. He further declared that Murray's financial condition was so strong that he could well afford to close the plant. Hewitt then suggested that some form of "internal" union could get more for the employees. Schroeder, president of the U. E. R. W., who took notes of the meeting, testified that when Hewitt called for a show of hands on his motion to organize an "internal" union, the majority of the employees voted in favor of an outside union and shouted "no" to an "internal union".

Raymond Perretta, the head of the shipping department who had spoken at the first meeting, and Jack DeAngelo, a straw boss in the paint shop, also addressed the meeting. They urged the employees to petition for a return to work on Murray's terms, interpolating their remarks with disparaging and denunciatory statements against the C. I. O. in particular and outside unions in general.

After the speeches the employees voted to return to work under the provisions of the proposals made in Murray's letter of March 13. The meeting was adjourned formally and a great number of employees left. Suddenly Hewitt reconvened those remaining to choose a committee to accompany him to the management to voice formally the employees' desire to return to work. A committee consisting of Hewitt, Schroeder, and Almodovar was selected.

The committee conferred with Catherwood on March 24 and informed him of the desire to return to work under the provisions of the letter of March 13. Catherwood suggested that a written petition to that effect be signed by the employees and be submitted to the management for its approval.

At the third meeting on March 25 approximately all the employees present signed a letter<sup>6</sup> prepared by Schroeder in his capacity as a member of the committee. This letter expressed the "sincere desire of the employees to return to work in good faith under the conditions and provisions agreed to in the management's letter of March 13 signed by Mr. J. B. Murray". The meeting then recessed while Hewitt and another committee conferred with the management. Hewitt returned shortly and announced the management's decision to reopen the plant the next day. Hewitt then proceeded to suggest that some effort should be made to work out the differences and grievances through an "internal union". Thereupon Schroeder protested vehemently, stating that such remarks were out of order because the men had already determined which union was to represent them.

On March 25 and 26, the respondents telegraphed all employees to return to work. The plant was reopened on March 26, though most of the employees did not return until Monday, March 29.

Shortly after the reopening of the plant, Catherwood remarked to Hewitt:

<sup>6</sup> Board's Exhibit No. 8.

I think you have done rather a good job for us and I am glad to see that you have got these boys looking at the thing in the right way.

Catherwood asked him to continue his good work in feeling out the sore spots and causes of unrest and discontent.

All employees were paid for the period from March 15 to 18, inclusive, at the increased hourly rate described in the letter of March 13, and all women who had not worked were paid for the entire period from March 18 to March 26. However, men paid on an hourly basis, who had not worked, were not paid from March 19 to 26.

The respondents contend in their answer to the complaint that the shut-down of the plant was motivated solely by their fear of a sit-down strike and by their concern for the physical protection of the employees and plant. In support of this contention they introduced testimony that some employees complained to the management that they were being coerced and intimidated by other employees to join the U. E. R. W. and that they feared physical danger if they continued to work. The respondents also rely upon an article in the March 13 issue of the People's Press,<sup>7</sup> distributed in front of the plant, wherein it was stated that "their continuation of efforts to block union organization may lead to serious reprisals". The respondents contend that the warning in this article led them to fear a sit-down strike in the plant.

No persuasive evidence was introduced, however, that the U. E. R. W. contemplated a sit-down strike, or that the respondents had reasonable grounds for expecting it. In fact Catherwood admitted on cross-examination that any thoughts he had about a sit-down strike did not arise because of the conduct of the U. E. R. W. leaders; that he was not afraid of what his own employees would do in the plant, but had some vague fear that "outsiders" might come in and take possession.

The respondents' explanations for the closing of the plant, viewed in the setting of this case and the totality of its circumstances, are not convincing. We conclude rather that the respondents deliberately shut down the plant and locked out their employees in an effort to check the rising tide of union organization among them. As shown above, the respondents' first reaction upon learning of the organization of their employees was one of frank antagonism. They made no effort whatever to deal with the U. E. R. W. upon a reasonable basis or to iron out differences through collective bargaining. On the contrary they immediately set about to thwart organization by attempts at individual bargaining, by anti-union statements uttered to employees during individual conferences, by anti-union

<sup>7</sup> Respondents' Exhibit No. 11

statements made by supervisory employees both in the plant during working hours and in the course of their missionary visits, and by the use of spies and emissaries. When the respondents realized that these measures were not succeeding, they resorted to a lockout.

We find that the respondents by substantially locking out a large portion of their employees for the period from March 15 to March 26 and by other acts above set forth, have interfered with, restrained, and coerced their employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid and protection as guaranteed in Section 7 of the Act.

We further find that the respondents, by locking out a large portion of their employees for the period from March 15 to March 26, discriminated in regard to hire and tenure of employment, thereby discouraging membership in the U. E. R. W.

*B. Domination of and interference with the Metropolitan Employees' Association*

After work had resumed at the plant, Catherwood suggested to Hewitt that some kind of shop representation plan might be worked out. This idea soon reached the workers. About April 20 four of the respondents' employees, namely, Jack DeAngelo,<sup>8</sup> a supervisory employee in the paint shop, Morris Friedman, a rigger, Edward Kash, a pressman, and Raymond Perretta, head of the shipping department,<sup>9</sup> started a movement to form an independent organization. Friedman, Kash, and DeAngelo persuaded Perretta to act as spokesman at the first meeting to be held on April 23, and to make all preparations. Perretta, who had been studying to be a traffic manager at the night school of the Academy of Advanced Traffic in New York City at the respondents' expense, there heard of L. L. Balleisen, industrial secretary of the Brooklyn Chamber of Commerce.<sup>10</sup> Perretta contacted Balleisen, who furnished him with a set of by-laws<sup>11</sup> and a letter<sup>12</sup> to send the respondents. Balleisen then advised him of the manner in which he thought Section 8 (2) of the Act could be circumvented, warning him not to accept any financial support from the respondents.

<sup>8</sup> Jack DeAngelo testified that he was "a sort of straw boss", who lines up, prepares, assigns, and inspects work in the paint shop

<sup>9</sup> Raymond Perretta acts as head of the shipping department and has about eight men under his supervision. He signs the raises on pay rolls and checks the time employees' work with their time cards. He does not punch the time clock, has no foreman over him, and is directly responsible to Catherwood and Schmitt, the superintendent

<sup>10</sup> Fitzgerald testified that the respondents were members of the Brooklyn Chamber of Commerce and that Murray had been a member for about 20 years.

<sup>11</sup> Board's Exhibit No 37

<sup>12</sup> Board's Exhibit No 18

Perretta rented Sonia Hall and had "admit bearer" tickets<sup>13</sup> and application blanks for membership<sup>14</sup> printed. Employees who were considered friendly toward "internal unions" were invited to attend the first meeting. Those considered hostile were excluded. John Powell, a truck driver, called the meeting to order and immediately turned the chair over to Perretta. The following officers were elected: Edward Kash, president, Francis J. Ruddy, first vice president, Nettie Zappola, second vice president and Lucy Bamonte, secretary. Thomas McEachern, who joined the M. E. A. after persuasion by Jack DeAngelo and Franz Newman, supervisory employees, was elected treasurer at the second meeting on April 30. At this meeting Kash appointed Perretta chairman of the publicity committee.

Perretta's draft of the by-laws, identical to that given him by Balleisen, was adopted without substantial change. The officers and about 110 employees signed a letter similar to Balleisen's<sup>15</sup> which was presented to the management the next day. The concluding sentence of the letter reads as follows:

We, the employees, wish to have your approval and recognition of the Metropolitan Employees' Association and their duly elected collective bargaining committee.

An examination of the M. E. A. membership list discloses that a number of its members are supervisory employees. In addition to foremen Perretta and DeAngelo there are Joseph Hoffman, a straw boss, Theodore Michaels, supervisor of electricians, George Frishman, foreman of the tool and dye department, Franz Newman, a straw boss, Dominick Farello, an acting straw boss, Adam Babey, and Frank Kuttner. Hewitt did not join because it was pointed out to him by Morris Friedman, a rigger, that he was an office man and that it would not look well.

All the officers of the M. E. A. testified at the hearing. None of them appeared to be familiar with the by-laws or to have exercised any substantial control over the policies and activities of the M. E. A. Perretta was plainly the controlling spirit. He prepared leaflets about the M. E. A., which were distributed to employees. He arranged conferences between the management and the bargaining committee of the M. E. A. He always attended such conferences although never formally authorized to do so.

Supervisory employees solicited new members for the M. E. A. during working hours and on respondents' time. At the same time they discouraged membership in the U. E. R. W. with remarks such as, "Why pay dues to outside organizers, M. E. A. dues are lower."

<sup>13</sup> Board's Exhibit No 14

<sup>14</sup> Board's Exhibit No 19

<sup>15</sup> Board's Exhibit No 18.

Thus Babey, a straw boss who lays out the work in the switch box department, approached Almodovar during working hours, characterizing the C. I. O. leaders as a bunch of communists and racketeers, and urging him to join the M. E. A. Babey had similar conversations during working hours with Charles Deck, a switch assembler, telling him to "forget about the outside union and get started in the employees' inside union". On May 4, 1937, just before an election scheduled by the Board's Regional Director,<sup>16</sup> Babey, in an effort to line up employees to vote for the M. E. A., contacted Leo Parisi, a switch assembler, during working hours. He told him that if the C. I. O. won the election, Murray would shut down the plant and that employees would derive more benefits if they joined the M. E. A. since the management would recognize it sooner. Babey likewise spoke to Walter Kingren, a switch box assembler, and Samuel Balloti, a milling machine employee. Kuttner, DeAngelo, and Babey all admitted that they had solicited membership for the M. E. A. during working hours.

Jean Barkowsky, an employee in the assembly department, testified that on May 3, 1937, Jack Soehner, a foreman, and Joseph Hoffman, a supervisory employee, allowed George Thorgeson, a packer, to take two hours off during working hours to persuade five female employees to join the M. E. A. and to discourage their C. I. O. activities. Subsequently, Jack Soehner warned the girls not to breathe a word about it if they wanted to retain their positions.

Meanwhile, Schroeder and U. E. R. W. representatives conferred with Catherwood and Fitzgerald demanding the respondents' recognition of the U. E. R. W. At a conference on April 23 the U. E. R. W. asked Catherwood to prohibit supervisors from soliciting M. E. A. membership during working hours and requested the reinstatement of Dorothy Starr, an employee discharged under circumstances described hereafter. Catherwood refused to comply with these requests. Consequently at 11 o'clock that morning, as a protest against the respondents' attitude toward the U. E. R. W., Schroeder and a few other employees in the machinists department ceased work and paced up and down the floor for about an hour.

On April 24, the M. E. A. committee requested Catherwood to present a petition to the Regional Office of the Board for a referendum of employees to determine which organization should represent them. Subsequently the respondents made such a request. After tentative plans for a consent election had been made by the Regional Director, the management posted notices<sup>17</sup> in the plant

<sup>16</sup> The U. E. R. W. subsequently withdrew its petition for election and the election was not held. See *infra*.

<sup>17</sup> Board's Exhibit No. 30.

which recited that "the majority of ballots of the employees voting will determine how all shall be represented".

It is significant to point out the respondents' apparent willingness to recognize the choice of the majority of their employees as the sole bargaining agent once the M. E. A. was in the field. The respondents' position at this stage stands in sharp contrast to their attitude expressed in the letter of March 13, when the sole organization available for collective bargaining was the U. E. R. W. In that letter, it will be recalled, the respondents had declared: "We are convinced that sole recognition of any Union, at this time, would result in the closing of our doors."

On April 24 the U. E. R. W., and on April 29 the M. E. A., filed petitions with the Board requesting an investigation and certification of representatives pursuant to Section 9 (c) of the Act. The M. E. A.'s petition was prepared by Perretta, but signed by Kash. However, Perretta placed his name and address under Kash's signature at the bottom of the petition. His purpose in doing this, as Perretta admitted, was to receive all official correspondence from the Board. Perretta attended two conferences at the Board's Regional Office in New York and spoke for the M. E. A. on both occasions.

A leaflet,<sup>18</sup> in the form of questions and answers, prepared by Perretta and distributed to the employees on April 28, throws additional light on the nature of the M. E. A. The first few answers and questions are as follows:

*Question.*—Does the Wagner Act require anyone to join a labor union?

*Answer.*—No. It does not place any obligation of any kind upon any employee. It leaves every employee a free agent to do as he pleases.

\* \* \* \* \*

*Question.*—Does the Wagner Act permit an employee to deal as an individual directly with his employer?

*Answer.*—Yes. The Wagner Act leaves each employee a free agent to do as he pleases.

\* \* \* \* \*

*Question.*—Does the Wagner Act require any employer to make an agreement with any labor union under any circumstances?

*Answer.*—No. The Supreme Court of the United States has held: "The Act does not compel agreements between employers and employes. It does not compel any agreement whatever."

While the foregoing answers may or may not be acceptable statements of law, it is indeed a curious kind of labor organization which

<sup>18</sup> Board's Exhibit No. 31.

will utilize its propaganda to focus attention upon these features of the Act. These leaflets add support to our finding that the M. E. A. was organized and is conducted, not to provide employees with a genuinely effective collective bargaining agency, but simply to oppose outside bona fide labor organizations and to discourage C. I. O. membership.

On May 11 committees representing the respondents, the M. E. A. and the U. E. R. W. met at the Board's Regional Office in New York City. At this meeting, the consent election which was to take place on May 14 was indefinitely postponed. Subsequently, the U. E. R. W. filed the charges in this case, alleging, inter alia, violation of Section 8 (2) of the Act.

On May 28, at a conference between an M. E. A. committee and Catherwood, a request was presented for time and one-half for overtime and a five-day week. It appeared that the M. E. A. committee had not formally been authorized by the members of the M. E. A. to make this request. The plan of action was formulated in a short preliminary discussion 15 or 20 minutes before conferring with Catherwood. Catherwood replied that the respondents could probably grant the committee's request for a five-day week, but could not give them time and one-half for overtime. A few minutes later, after a little deliberation, the committee reduced its request to time and one-quarter for overtime. There is conflicting testimony as to whether or not Catherwood gave any definite answers to the revised offer. In any event, at a meeting of the M. E. A. that evening, nothing whatsoever was reported to the members of the M. E. A. about the important conference with Catherwood in the afternoon.

On June 2 employees received, with their pay checks, slips to the following effect:

Effective June 14, 1937 time and one-quarter will be paid for all hours over forty-four hours in any one week. From June 18, 1937 to September 6, 1937, this plant will operate on a five-day week basis.<sup>19</sup>

It will be recalled that when the U. E. R. W. made demands similar to that of the M. E. A., Catherwood rejected them. Catherwood testified that employees were informed of the improvements in working conditions by the method utilized so that "nobody could honestly say that we gave it to either side." He testified that he knew that both sides sought to take credit for everything that happened. Yet, the very next day, June 3, the M. E. A. issued a leaflet<sup>20</sup> taking credit for the improvements and quoting verbatim the language of the pay-check

<sup>19</sup> Board's Exhibit No. 29.

<sup>20</sup> Board's Exhibit No. 28.

slips. The respondents knew of this leaflet, but took no steps to correct any erroneous impression it conveyed.

A final incident attests to the domination of the M. E. A. by the respondents' supervisory key employees. On Friday, June 4, Thomas McEachern, treasurer of the M. E. A., received a telegram from Will Maslow, attorney for the Board, requesting him to call at the Board's Regional Office. When asked by his foreman to work overtime on Saturday, June 5, McEachern replied that he could not do so because Maslow desired to see him. The foreman reported this to Catherwood, who called McEachern into his office. Catherwood asked: "Does Ray (Perretta) know about this?" Upon receiving a negative reply, Catherwood called Perretta into his office and discussed the telegram with him. Catherwood immediately telephoned Joseph A. McNamara, the respondents' attorney. McNamara advised Catherwood to be sure that Francis A. Saitta, the M. E. A.'s attorney, accompanied McEachern to Maslow's office. Subsequently McEachern did appear at Maslow's office accompanied by Saitta.

From all the foregoing it is evident that the respondents utilized Hewitt, the salesman, Perretta, and other supervisory employees as their agents in fostering the growth of the M. E. A.; that the respondents' attitude toward the M. E. A. has been in no sense that of pure disinterestedness, but, on the contrary, one of active support and encouragement; that the growth of the M. E. A. has been due to encouragement received from the respondents' officials and supervisory employees, and their accompanying attacks upon the U. E. R. W.

We find that the respondents have dominated and interfered with the formation and administration of the M. E. A., and have contributed support to it.

### *C. The discharges*

1. *George Kramer*, a carpenter, was hired temporarily by the Metropolitan Device Corporation on March 9, 1937. During the partial shut-down on March 15 Kramer reported to work, but found the doors of the plant locked. Martin Schmitt, the superintendent, ordered the guards to admit him and invited him to his office. Schmitt told him to go home, assuring him that he would be paid for the time he did not work. When Kramer was about to leave, Schmitt called him back and asked, "You did not join up in that union, by the way, did you?" Upon receiving the reply that he had joined, Schmitt stated, "That might make a difference in your pay."

The next day, Kramer removed his tools from the plant in order to complete a job for some other employer, which he undertook at the request of Frank Breslin, a fellow employee. When Kramer reported to Schmitt on April 1, he was put back to work.

It appears that the respondents have two regular carpenters, Breslin and Cook. Cook, who had been working on Murray's estate, returned to the plant about April 26. On April 28 Schmitt told Kramer that since Cook had returned, his services would no longer be needed. When Kramer left, Schmitt told him that his work had been entirely satisfactory and that the respondents would be glad to rehire him when needed.

No carpenter has been hired to take Kramer's place. Although Kramer was a member of the U. E. R. W., he was not very active.

We find that the evidence regarding the discharge of George Kramer is insufficient to warrant a finding that he was discharged because of union activities. The allegations of the complaint with respect to George Kramer will therefore be dismissed.

2. *Sarah Weisser* was employed by the Metropolitan Device Corporation as a power press operator at \$17.60 per week from December 9, 1936 to April 9, 1937. At the time she was hired she gave her name as Dorothy Starr and signed this name and her correct address upon the pay roll card. Schmitt, the superintendent, furnished her with an application card and instructed her to fill it out and return it to him. This card contained spaces for the names and addresses of her last three employers. Since it was late in the afternoon when Weisser applied for the job, she was permitted to take the card home in order to fill it out there and return it the next day. However, the card was never returned, and from December 9, 1936 to March 29, 1937, she was never asked for the card or questioned concerning it.

Weisser was first employed at an hourly rate. Her efficiency was soon recognized and she was shifted to a piece-rate. Thus she was able to increase her weekly compensation. Along with other employees, she was given the ten cents per hour increase announced in Murray's letter of March 13. The respondents admit that she was an efficient and a capable worker. At the time of her suspension on April 9, 1937, she was working 44 hours per week at the rate of 50 cents per hour.

Weisser actively solicited employees for membership in the U. E. R. W. during its drive in the spring of 1937. She was the sole female employee to attend the first meeting of the U. E. R. W. on March 6. She was also a member of the committee which drafted the proposed agreement and submitted it to Catherwood on March 11.

After the first meeting of the U. E. R. W., Weisser contacted several employees in the plant, particularly the female employees, and urged them to join the U. E. R. W. Her activities apparently attracted the attention of her foreman, Charles Muller, who called her to his desk on March 7 and inquired why she was "dissatisfied" and why she had not complained to the management. She replied that she had

complained about working conditions many times before but that her complaints were of no avail.

Weisser failed to receive the respondents' special delivery letter of March 13, and her pay check for the week of March 15 because they were addressed to her under the name of Dorothy Starr. They were returned many days later to the respondent by the Post Office marked "Not Known, Undelivered". When she reported for work on March 15, Muller asked her whether she had been notified not to come to work. She replied that she had not been notified by the respondents, but heard about it indirectly from other employees. She worked through Thursday, March 18. During this period Catherwood discussed union affairs with her and stated that he was a "fighting muck and would not recognize the C. I. O."

On March 18 Muller informed Weisser that the plant would close indefinitely and would be reopened only if enough employees wrote letters to the management accepting the terms of Murray's letter of March 13. Thereupon, she notified the management of her willingness to accept the terms of Murray's letter.<sup>21</sup>

On March 25, Weisser received a telegram from the respondents requesting her to return to work. She received her mail regularly after March 18 because she had instructed the messenger in her apartment to deliver to her all mail addressed to Dorothy Starr.

Upon her return to work on March 29, Schmitt, having just noticed that the special delivery letter and pay check addressed to Dorothy Starr had been returned "Not Known, Undelivered", started to check her address in the application file and discovered that no card had been filed for her. He called her to the office, told her that her application card had been misplaced, and asked her to fill out another.<sup>22</sup>

Between March 29 and April 9 the respondents mailed information forms to the three former employers whom Weisser named on the card. The cards addressed to the Gem Razor Corporation and Columbia Stamping Products Company were returned with notations<sup>23</sup> that they had no records of a former employee named Dorothy Starr. No reply was received from the Quigan Company, the third employer named on the card, and Hewitt, after investigation, reported that the Quigan Company was not doing business during the period Weisser stated she was employed there.

On April 9 Schmitt informed Weisser that her references had failed to check, and later during the day, after consulting Catherwood, notified her that she would be suspended until she had straightened out her references. Weisser replied that she did not know why

<sup>21</sup> Respondents' Exhibit No 9.

<sup>22</sup> Respondents' Exhibit No 6

<sup>23</sup> Respondents' Exhibits Nos 13 and 14.

her references failed to check since she had worked at the places named on the card.

Shortly after her suspension, Weisser and Leonard Dowling, vice-president of the U. E. R. W., called on Catherwood. Catherwood reaffirmed that she had been suspended until she could secure letters of reference from the three former employers named on her application card. Thereupon she wrote the respondents a letter dated April 12, 1937, stating:

In compliance to your request I am making all attempts to secure references with which I expect to regain my employment.

I will see you in a few days.

Yours truly,

DOROTHY STARR.

About April 14, in Dowling's presence, Weisser presented two letters of reference to Catherwood. One letter<sup>24</sup> was on stationery bearing the letterhead of Columbia Stamping Products Company and read as follows:

4/12/37.

*To whom it may concern:*

This is to advise that bearer was in our employ for about 4 months.

Very truly yours,

COLUMBIA STAMPING PRODUCTS CO.

The other letter was written by the Springfield Electrical Company whose name did not appear on her card. The respondents failed to produce this letter at the hearing. Catherwood accepted these references, but said that he could make no statement about her reinstatement.

On April 20, 1937, another conference was held, attended by Catherwood, Fitzgerald, Weisser, Dowling, and Schroeder. At this conference Dowling disclosed to the respondents that Dorothy Starr was not Weisser's real name. Weisser then explained why she had changed her name to Dorothy Starr. It appeared that she had had some difficulty with several of her former employers because of her union activities. She feared that if she had given her correct name, she would not secure any employment with the respondents. She explained, "It was a question of livelihood to me. I did not think it was any crime to change my name as I did." Catherwood questioned her no further, but both he and Fitzgerald asked her to "put all of this in writing" and promised her that they would again send out for references.

A few days later the respondents received the following letter<sup>25</sup> from Weisser:

<sup>24</sup> Respondents' Exhibit No. 8.

<sup>25</sup> Board's Exhibit No. 23.

MR. FITZGERALD,

*Metro. Dev. Corp. 1250 Atlantic Ave., B'klyn., N. Y.*

DEAR SIR: In applying for a position in your factory six months ago, I gave three factories as former places of employment. I did work at these places but under different names. The reason I changed my name was because at one of these factories, I belonged to a union and I felt this was the cause of my being let out of this factory. As you know the Wagner Act had not at that time been declared constitutional and some employers felt that to believe in unionism was an undesirable trait in a prospective employee.

Knowing that, I was afraid that in trying to secure employment I would be discriminated against.

Believing that now everyone realizes that unions, such as the U. E. & R. W. of A., will prove as good for the management as for the employee I have now no hesitation in giving the true facts,

Here then are the true facts and the three places I gave you.  
1. Gem Razor Corp. . . . I worked there for about two years 1932-1934 under my real name Sarah Weisser. There was to be a wage cut and I with others felt that it was not justified. I was picked out by the management as one who felt the cut was unnecessary and was laid off. At this factory I belonged to the **I. A. W. of A.**

2. Quigan Mfg. Corp. . . . I worked here for about one year 1934-1935. It was here I first changed my name, to Sarah Bernson. I was laid off because business was slow. The branch of this firm in which I worked, the United Can Fastener Corp. (Att. Frame Division) has since moved to Cambridge, Mass. The home office is at 15 West 26th St., N. Y. C.

3. Columbia Metal Frame Co. . . . I worked here for four months 1935-1936. At this plant, I used my real name because this concern was a union shop and I knew I would not be denied employment because I had a union card.

When filling out application on March 29th, I did not pay much attention to dates involved as I had already worked to your satisfaction six months and felt I should be judged on such service.

After giving these facts I see no reason why I should not be reinstated and be reimbursed for time lost as Mr. Catherwood promised the committee.

Truthfully Yours,

(s) SARAH WEISSER.

Upon the receipt of this letter the respondents made no further attempt to investigate Weisser's references, as they had promised her, but immediately mimeographed her letter in full on leaflets<sup>26</sup> and circulated them on April 26, 1937, among the employees. After quoting her letter in full, the leaflets read:

In view of the facts contained in this letter, the suspension given Dorothy Starr pending investigation, has been changed to dismissal. Any other action, in our judgment, would result in the Management forfeiting its rights to properly supervise the employment of its workers.

The respondents gave Weisser no direct reply to her letter, but utilized the above method to notify her of her discharge.

At the time of the hearing Weisser had not been employed for any period since April 9, 1937.

Considering her discharge in the light of the above facts, it is apparent that the motivating cause was her union activities. Up to the time of Weisser's last letter the respondents treated the issue as one of checking her references. The respondents, by promising to recheck her references provided she put in writing the oral explanation of her change of name and former employment, thereby agreed to reconsider her case. Upon the receipt of her letter, the respondents, however, failed to carry out their promise to recheck her references. Furthermore, they did not notify her of their failure to do so. It is evident from the respondents' behavior that they never intended to inquire further into her references. Their promise was apparently designed to extract a letter from her which they would use as propaganda to discourage union activities among their employees. Of great significance is the publication and circulation of the respondents' circular<sup>26</sup> containing Weisser's letter among the employees on April 26, two days after the U. E. R. W. filed its petition for an election and two days after the M. E. A. requested Catherwood to petition the Regional Director for a consent election. Furthermore, during the four months of her employment, the respondents had ample opportunity, at first hand, to judge for themselves Weisser's work, and apparently found it satisfactory. In such a case references are not normally deemed important. Of great significance, too, is the fact that the respondents retained her throughout the period of her employment without once questioning her about her references and her failure to submit her application card. This fact alone shows the minor importance the respondents placed upon references.

Under the circumstances of this case we do not believe that, in absence of her union activities both in the respondents' plant and

<sup>26</sup> Board's Exhibit No. 24.

in other plants, the respondents would have acted as they did or would have discharged her.

We find that Sarah Weisser was discharged for union affiliation, activities, and associations, and that by such discharge the Metropolitan Device Corporation has discriminated in regard to hire and tenure of employment and has thereby discouraged membership in a labor organization.

We find that the respondents, by the acts above set forth, have interfered with, restrained, and coerced their employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid and protection as guaranteed in Section 7 of the Act.

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

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

#### THE REMEDY

The Board has found that the respondents dominated and interfered with the formation and administration of the Metropolitan Employees' Association and contributed support thereto, and that its growth has been due to encouragement received from the respondents' officials and supervisory employees and their attacks upon the U. E. R. W. The M. E. A. was set up to forestall outside unionization. It is an organization controlled by the respondents through supervisory employees.

In order to remedy the unlawful conduct in this case, the respondents must withdraw all recognition from the M. E. A. as an organization representative of their employees for the purposes of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of employment. We will therefore order the immediate disestablishment of the M. E. A. as such representative.

As regards Sarah Weisser, we will order reinstatement to her former position with back pay from the date of her discharge on April 26 until the Metropolitan Device Corporation offers to reinstate her, less any amounts earned by her in the meantime.

We have found that female employees who were locked out from

March 15 to March 26, 1937, were paid by the respondents for this period. However, the male employees, who were locked out for the same period were paid by the respondents from March 15 through 18, but were not paid for the period from March 19 to March 26. Since the respondents on March 26 reinstated all employees locked out from March 15 to 26, we need not order reinstatement. The Board will, however, order the respondents to give back pay to the male employees who were locked out for the period from March 19 to March 26, 1937.

#### CONCLUSIONS OF LAW

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

1. United Electrical and Radio Workers of America, Local No. 1203, is a labor organization within the meaning of Section 2 (5) of the Act.

2. The Metropolitan Employees' Association is a labor organization within the meaning of Section 2 (5) of the Act.

3. Metropolitan Device Corporation, by discriminating in regard to the hire and tenure of employment of Sarah Weissner, and thereby discouraging membership in a labor organization, has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

4. The respondents, by discriminating in regard to the hire and tenure of employment of a large portion of their employees who were locked out for the period from March 15 to March 26, and thereby discouraging membership in a labor organization, have engaged in unfair labor practices, within the meaning of Section 8 (3) of the Act.

5. The respondents, by dominating and interfering with the formation and administration of the Metropolitan Employees' Association, contributing support thereto, and encouraging membership therein, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (2) of the Act.

6. The respondents, by interfering with, restraining, and coercing their employees in the exercise of their rights guaranteed in Section 7 of the Act, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

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

8. Metropolitan Device Corporation, by discharging George Kramer, has not thereby discriminated in regard to hire and tenure of employment such as to discourage membership in a labor organization within the meaning of Section 8 (3) of the Act.

## ORDER

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Metropolitan Engineering Company and Metropolitan Device Corporation, their officers, agents, successors and assigns shall:

1. Cease and desist from:

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

b. In any manner discouraging membership in the United Electrical and Radio Workers of America, Local No. 1203, or in any other labor organization of their employees, by discriminating in regard to hire or tenure of employment or any term or condition of employment, or by threats of such discrimination;

c. Spying, maintaining surveillance, or employing any other manner of espionage over the meetings or meeting places and activities of the United Electrical and Radio Workers of America, Local No. 1203, or any other labor organization of their employees;

d. In any manner dominating or interfering with the administration of the Metropolitan Employees' Association or with the formation and administration of any other labor organization of their employees, or contributing financial or other support to the Metropolitan Employees' Association or any other labor organization of their employees;

e. Recognizing or dealing in any manner with the Metropolitan Employees' Association or any group or committee purporting to represent the said organization concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment.

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

a. That the Metropolitan Device Corporation, its officers, agents, successors, and assigns shall offer Sarah Weisser immediate and full reinstatement to her former position without prejudice to her seniority and other rights and privileges;

b. That the Metropolitan Device Corporation, its officers, agents, successors, and assigns shall make whole Sarah Weisser for any loss of pay she has suffered by reason of her discharge, by payment to her of a sum of money equal to that which she would normally have

earned as wages during the period from the date of her discharge on April 26, 1937, to the date of such offer of reinstatement, less the amount earned by her during such period;

c. Make whole the male employees who were locked out during the period from March 19 to March 26, 1937, for any loss of pay they have suffered by reason of the lockout, by payment to each of them of a sum of money equal to that which each would normally have earned as wages from March 19 to March 26, 1937;

d. Withdraw all recognition from the Metropolitan Employees' Association as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish the Metropolitan Employees' Association as such representative;

e. Instruct all of their officials and agents, including their superintendent, foremen, and other supervisory employees that they shall not in any manner approach employees concerning, or discuss with the employees, the question of their labor affiliation or threaten employees in any manner because of their membership in any labor organization in general, or the United Electrical and Radio Workers of America, Local No. 1203, in particular;

f. Post immediately notices in a conspicuous place on each floor of the respondents' plant stating: (1) that the respondents will cease and desist in the manner aforesaid; (2) that the Metropolitan Employees' Association is disestablished as the representative of any of their employees for the purposes of dealing with it with respect to grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and that the respondents will refrain from any recognition thereof; (3) that the respondents will not discharge or in any manner discriminate against members of the United Electrical and Radio Workers of America, Local No. 1203, or any other labor organization, or any persons assisting said organizations or engaging in union activity; (4) that the respondents have instructed their foremen and other supervisory employees to remain impartial as between organizations and that any violations of this instruction should be reported to it; and (5) that such notices will remain posted for at least thirty (30) consecutive days from the date of posting; and

g. Notify the Regional Director for the Second Region in writing within ten (10) days from the date of this order what steps the respondents have taken to comply herewith.

The allegations in the complaint that the respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (1) and (3) of the Act by discharging George Kramer, are hereby dismissed.