

In the Matter of WASHINGTON MANUFACTURING COMPANY and
AMALGAMATED CLOTHING WORKERS OF AMERICA

Case No. C-218.—Decided January 19, 1938

Cotton Garment Manufacturing Industry—Interference, Restraint or Coercion: spreading propaganda against outside union; advising employees not to join outside union; threatening to close plants if employees join union, and carrying out such threat by closing plants; surveillance of union meetings by supervisory employees; intimidating employees into withdrawing from union; enlisting services of chief of police in procuring withdrawals; coercing employees to join company-dominated unions; solicitations by supervisory employees; advising employees to confer with businessmen for advice, after informing businessmen that plant would close down if outside union became organized; cooperation of respondent with town officials and businessmen; promise by respondent of "bigger and better things" for town if union kept out; recruiting of citizens to meet parade of union; permitting mayor to talk against union in plant during working hours; prolonging recess period to allow businessmen of town to talk disparagingly of union to employees in front of plant—*Discrimination:* lock-out; number of company-dominated union members reinstated out of proportion to number of outside union members reinstated; permission given members of company-dominated union to exclude non-members from plant; shortening of stitches on machines of members of outside union; delayed correction of conditions when complained of; respondent ordered to make employees whole for loss in earnings occasioned by discrimination—*Company-Dominated Unions:* initiation and sponsorship by supervisory employees; solicitation by respondent of services of officials and businessmen of town in formation of and sponsorship of local union; solicitation of members and transaction of local union activities within plant during working hours; prompt compliance by respondent with requests of company-dominated union without necessity for collective bargaining; plan of organization, provision for continued cooperation and participation by respondent in activities of union and for financial contributions from respondent; closed shop agreement no excuse for exclusion from plant of non-members of company-dominated union; disestablished as agencies for collective bargaining—*Lock-outs:* discharging, rather than laying-off, employees upon closing plant temporarily an attempt to avoid obligation to reinstate employees without discrimination; decision to dispose of plants in attempt to avoid possible penalty under Act; shutting down department of plant in which outside union most active; permitting members of company-dominated union to exclude members of outside union from plant; subsequent refusal to reinstate except upon condition of relinquishing membership in outside union and joining company-dominated union—*Reinstatement Ordered:* upon reopening of plants closed down; immediate reinstatement in department reopened; must not be conditioned upon membership or non-membership in union—*Back Pay:* awarded.

Mr. Mortimer Kollender and *Mr. Samuel M. Spencer*, for the Board.

Mr. Charles I. Dawson, of Louisville, Ky., and *Mr. George H. Armistead, Jr.*, and *Mr. Walter Stokes*, of Nashville, Tenn., for the respondent.

Mr. Herbert G. B. King, of Chattanooga, Tenn., and *Mr. F. Allan Constangy*, of Atlanta, Ga., for the Amalgamated.

Mr. Robert P. Adams, of Trenton, Tenn., for the Milan Association.

Haile & Cox, of Cookeville, Tenn., for the Cookeville Employees' Association.

Mr. Richard L. Garnett, of Glasgow, Ky., for the Glasgow Association.

Mr. Fredrick P. Mett and *Miss Fannie M. Boyls*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Amalgamated Clothing Workers of America, herein called the Amalgamated, the National Labor Relations Board, herein called the Board, by Charles N. Feidelson, Regional Director for the Tenth Region (Atlanta, Georgia), issued a complaint, dated June 12, 1937, against Washington Manufacturing Company, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

A copy of the complaint and notice of a hearing to be held at Nashville, Tennessee, on June 21, 1937, were duly served upon the respondent, the Amalgamated, the Milan Employees Association, herein called the Milan Association, and the Southern Kentucky Garment Workers Association, herein called the Glasgow Association. No notice was served upon Cookeville Employees' Association.¹

The complaint alleged, with respect to unfair labor practices, that the respondent had, at its three Nashville plants, denounced the Amalgamated and its leadership, and threatened its employees with loss of work and jobs if the Amalgamated should become estab-

¹ Although in all pleadings and in the brief filed by this organization, it was designated as Cookeville Employees' Association or as Cookeville Association, it is designated as the Employees' Committee in the transcript of the record and will be so designated in our findings of fact.

lished at those plants; that for the purpose of discouraging and preventing its employees from joining that union, it shut down its Nashville plants on May 1, 1937, locked out its employees, and has refused to reinstate them.

The complaint further alleged that the respondent had aided, fostered, and encouraged the formation of independent labor organizations at its Milan, Tennessee, plant and at its Glasgow, Kentucky, plant; that at both Milan and Cookeville, it had spread propaganda against the Amalgamated and caused rumors to be circulated that it would close its plants unless the Amalgamated was prevented from organizing its employees; that to prevent and discourage membership in the Amalgamated, it shut down the playsuit division of its Milan plant on May 24, 1937, and locked out the employees thereof; that the respondent permitted the Mayor of Cookeville to address the employees of its Cookeville plant at said plant during working hours and to warn them that the establishment of the Amalgamated at that plant might result in closing it; that the respondent at Cookeville had spied upon meetings of the Amalgamated, sanctioned and condoned physical assaults upon its organizers, and changed the machinery and equipment of certain active Amalgamated operatives in order to prevent them from making their production quotas and to force them to abandon their jobs.

The complaint also alleged that the respondent at its Glasgow plant on June 3, 1937, ordered its employees out of its plant and permitted one of its employees to prevent all members of the Amalgamated union from returning to work until they had relinquished their membership in said union and joined the Glasgow Association; that 68 of the respondent's employees were thus prevented from returning to work.

The hearing was commenced on June 21, 1937, at Nashville, Tennessee, before E. G. Smith, the Trial Examiner duly designated by the Board. At the commencement of the hearing the respondent filed a motion to dismiss the complaint, which motion was denied by the Trial Examiner. Without waiving its motion, the respondent filed an answer. The motion to dismiss was based upon the claim that the employees involved in the Board's complaint were engaged solely in the manufacture of the respondent's goods and had no connection with the purchase, sale, and shipment of such goods in commerce. The answer specifically denied that the respondent had engaged in any of the unfair labor practices with which it was charged.

Upon motions made respectively by the Milan Association, the Cookeville Employees' Association, and the Glasgow Association, each were allowed to intervene for limited purposes. Each filed intervening motions and petitions in which each claimed to be a

bona fide labor organization within the meaning of the Act and to represent a large majority of the employees at its respective plant.

On June 23, at the conclusion of the Board's evidence relative to the Nashville plants, the hearing was adjourned. It was reconvened at Milan on June 25 for a hearing on that part of the Board's case which concerned the Milan plant.

On June 29 the Board filed a motion to amend its complaint so as to allege that the Cookeville Employees' Association was a company-dominated union and to further allege that the respondent, in order to discourage membership in the Amalgamated, had refused to reinstate employees locked out of the playsuit division of its Milan plant in the work shirt division of said plant on the basis of seniority and experience. The motion to amend was granted. In reply thereto the respondent filed an answer denying the charges made in the motion to amend; the Glasgow Association filed an amended intervening motion and petition; the Cookeville Employees' Association filed a plea to the jurisdiction of the Board signed by a large majority of its employees, a motion to strike the amended complaint, and a motion to refile its intervening petition in answer to the amended as well as the original complaint;² and the Milan Association filed an amended answer, denying that the respondent had engaged in any of the unfair labor practices with which it was charged, at the Milan plant.

The hearing was adjourned at Milan on July 2 and reconvened in Nashville on July 6 for a consideration of the remainder of the case. The hearing was concluded on July 30.

At the conclusion of the hearing the respondent filed a second motion to dismiss, urging in addition to the allegations in its first motion that the testimony and other evidence adduced failed to sustain the charges made in the Board's complaint and amended complaint. The respondent also filed a motion submitting proposed findings of fact and conclusions of law, and in addition filed a brief and a supplemental brief. The motion for findings of fact and conclusions of law is hereby denied. The Milan Association filed a motion to dismiss the complaint, and prayed that if its motion be denied, the Board cause an election to be held at the Milan plant to determine who should represent the employees of that plant for the purposes of collective bargaining; it also filed a brief in support of said motion. The Milan Association had theretofore, during the course of the hearing, orally requested the Trial Examiner to cause an election to be held. The Trial Examiner denied such request. His action is hereby affirmed, and the motion to dismiss and alternative petition for

²The Trial Examiner upheld the jurisdiction of the Board, denied the motion to strike, and allowed the motion to refile.

an election is hereby denied. Briefs were also filed by the Cookeville Employees' Association, the Glasgow Association, and the Amalgamated.

All parties, including the intervenors, were represented by counsel at the hearing and were given full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues.

Numerous motions and objections to the evidence were made by counsel. The Board has reviewed the rulings of the Trial Examiner thereon and finds that no prejudicial errors were committed. The rulings are hereby affirmed. All motions to dismiss not specifically acted upon by the Trial Examiner are hereby denied. All evidence, the admissibility of which was objected to by counsel and taken under advisement by the Trial Examiner, but not ruled upon by him, is hereby admitted.

On October 20, 1937, the respondent filed with the Board a "Motion to Dismiss Certain Parts of the Complaint as Moot" for the alleged reason that material changes in the situations at Nashville, Milan, and Glasgow had developed subsequent to the conclusion of the hearing. For reasons hereinafter set forth in our findings of fact, the motion is denied.

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

FINDINGS OF FACT

I. THE RESPONDENT AND ITS BUSINESS

The respondent, Washington Manufacturing Company, is a corporation organized and doing business under the laws of the State of Tennessee and has its principal office and place of business in Nashville, Tennessee. It maintains three plants in Nashville, commonly called the Cedar Street plant, the Public Square plant, and the Main Street plant, respectively. It also owns and maintains branch factories at Milan, Cookeville, Gainesboro, and Columbia, Tennessee, and at Glasgow and Elizabethtown, Kentucky.³

The respondent at its various plants manufactures work shirts, dress shirts, work pants, overalls, children's playsuits, and some shirt garters. Until May 1, 1937, when all of its Nashville plants were closed down, the respondent manufactured work shirts in its Cedar Street plant, dress shirts in its Public Square plant, and wash pants in its Main Street plant. The Main Street plant had operated for only a few months prior to said date; the other Nashville plants had operated for several years prior thereto. At its Milan plant it is engaged in the manufacture of work shirts and children's playsuits,

³ The respondent, in November 1936, leased the Elizabethtown town plant to a Mr. Nall who manufactures for the respondent on a cut, make, and trim basis

at its Cookeville plant it manufactures work shirts, and at its Glasgow plant it manufactures wash pants.

The Gainesboro plant does no work other than to stitch shirts manufactured at the Cookeville plant. The Columbia plant manufactures overalls. The respondent prior to June 1936 manufactured work pants at its Elizabethtown, Kentucky, plant. There is no charge of unfair labor practices with respect to the Gainesboro, Columbia, or Elizabethtown plants.

In its manufacture of the various articles of clothing above mentioned the respondent uses piece goods and other raw materials, about 95 per cent of which are purchased in States other than those in which the plants are located. The total purchases of the respondent for the fiscal year ending May 1, 1937, amounted to \$3,441,781.52. Of this sum about 85 per cent was for piece goods and the remainder for such materials as thread, buttons, hardware, paper boxes, woven labels, and zippers. About 90 per cent of the piece goods are purchased directly from mills located in the States of North Carolina, South Carolina, Georgia, Virginia, and West Virginia; a small amount is also purchased from the States of Alabama, Maine, and Louisiana.

Most of the piece goods are purchased under blanket contracts covering a period of 90 days and shipped directly to the respondent's warehouses, from which they are reshipped to the various plants as needed. The respondent maintains two warehouses in Nashville and one in Louisville, Kentucky. Pants materials are usually shipped directly to the plants which manufacture them, located in Kentucky.

For the fiscal year ending May 1, 1937, the value of the respondent's finished products was \$5,351,887. During that year it employed an average of 1,727 production employees. The average number of employees in each of the plants involved in the Board's complaint for the year ending May 1, 1937, was as follows: 257 in the Cedar Street plant; 102 in the Public Square plant; 91 in the Main Street plant; 224 in the Cookeville plant; 241 in the Glasgow plant; 90 in the playsuit division and 198 in the work shirt division of the Milan plant.⁴ With respect to the number of employees involved, the respondent's business ranks among the largest twenty in the industry.

The respondent employs, in addition to its production employees above referred to, about 75 salesmen, of whom approximately 25 per cent work out of Louisville and the remainder out of the Nashville office. These salesmen work on a commission basis and cover practically every state in the Union. Approximately 75 per cent of the finished product is sold to retail dealers, about 10 per cent of which is to chain stores. Only about 5 per cent of the product is manufactured

⁴ Board Exhibit No. 7.

on orders placed in advance for future delivery; the remainder is manufactured for inventory and sold from stock in the warehouses or occasionally directly from the plants. Most of the respondent's finished product in each of its plants is sold and shipped to customers outside the state in which the plant is located.

The respondent uses at least ten trade marks registered for use in interstate commerce. It also operates under several trade names, among which are Heavy Duty Manufacturing Company, Old Kentucky Manufacturing Company, and United Shirt Company. It advertises extensively in local newspapers throughout the country and by circulars sent through the mails.

The respondent at its various plants during the year 1936 manufactured 111,592 dozen pants, 45,420 dozen playsuits, 78,520 dozen overalls, 387,381 dozen work shirts, and 39,055 dozen dress shirts.⁵ These figures compared with the United States Census report for that year show that the respondent manufactured 1.17 per cent of all overalls manufactured in the United States, 2.78 per cent of all pants, and 4.38 per cent of all playsuits.⁶ Percentages were not available for work shirts and dress shirts.

II. THE ORGANIZATIONS INVOLVED

The Amalgamated Clothing Workers of America is a labor organization affiliated with the Committee for Industrial Organization. The Amalgamated admits to membership all employees of Washington Manufacturing Company in each of its plants and warehouses, except executives, foremen, and other supervisory employees.⁷

The Milan Employees Association, Cookeville Employees' Association, and Southern Kentucky Garment Workers Association are labor organizations formed during the month of May 1937 at Milan and Cookeville, Tennessee, and at Glasgow, Kentucky, respectively. Each organization admits to membership only employees in its respective plant. None is affiliated with any national labor organization.

III. THE UNFAIR LABOR PRACTICES

A. At Nashville, Tennessee

During the early part of April, 1937, the Amalgamated established a branch office at Nashville, and set out to organize the employees in the cotton garment industry there. Organizers openly distributed literature among the employees, called upon them at their homes, and

⁵ Respondent's Exhibit No. 2.

⁶ Respondent's Exhibit No. 3.

⁷ For full information concerning membership and activities of the Amalgamated, the Board takes judicial cognizance of the findings relative thereto in *National Labor Relations Board v. Friedman-Harry Marks Clothing Company, Inc.*, 301 U. S. 58.

conducted meetings. On April 24 a huge public mass meeting was held at the Maxwell House in Nashville. Employees from each of the respondent's three Nashville plants attended this meeting along with employees from other plants. By Friday, April 30, a considerable number of the employees at each of the respondent's Nashville plants had signed applications for membership in the Amalgamated.

Shortly before the advent of the Amalgamated the respondent had plainly demonstrated its hostility to self-organization by the Nashville employees and its readiness to take necessary measures to suppress such activity. Early in 1937 Myrtle Merritt, an employee at the Main Street plant, undertook to organize the employees at the Main Street plant for the purpose of securing higher wages and better working conditions. When the respondent became aware that such a movement was under way, it quickly sought to discourage the participation of its employees therein. Hedrick, the general superintendent, made it clear to the employees that a labor organization could do nothing for them in securing higher wages or better working conditions.⁸ He told them that if they did not like the terms and conditions under which they were working, they could get their "hats and go home" since the respondent would do nothing to improve them. After the first meeting of employees under the leadership of Merritt, at which the organization of a union was discussed, Hedrick addressed the employees telling them that they had better work under the wages and working conditions then prevailing at the Main Street plant, and added that "if any of you feel like Myrtle (Merritt) does over there, you had just as well go home, because she won't ever do any more good.", Immediately after the second meeting under the leadership of Merritt, Hedrick discharged her with the flat statement:

You are leading these girls and causing dissatisfaction throughout the plant, and you are creating trouble, and I am letting you go this afternoon for a few weeks.

With the coming of the Amalgamated it soon became apparent that the respondent was ready to follow the same tactics with respect to that organization. In the week following the Maxwell House meeting the respondent began actively and openly to discourage its employees from joining the Amalgamated. Emma Osment, a forelady employed at the Public Square plant, urged a number of employees over whom she had charge not to join the Amalgamated, telling them "it was not the proper thing to do." Osment told others that they were signing themselves into trouble by joining the Amalgamated and

⁸ One of Hedrick's duties as general superintendent is the management of labor relations at all the respondent's plants. In this phase of his work he cooperates with L. H. Jones, the respondent's secretary-treasurer.

that their joining would result in the loss of their jobs. Thus, shortly after the employees reported for work on Monday, April 26, Osment approached Bessie Moore, an employee at the plant, and talked to her about the Amalgamated. With respect to this conversation, Moore testified:

Well, she was talking to me on Monday morning and she said she knew of the meeting that went on on Saturday night (April 24) . . . and said that she knew of 23 of them that joined the Union (Amalgamated) and she said that the girls had better be careful what they are signing because the people were just here to get the money and leave town and we would be left without a job.

Again, shortly before May 1, Osment approached Ella Howell, another employee at the Public Square plant, while the latter was at work, and urged her not to join the Amalgamated. With respect to this conversation, Howell testified:

. . . She says, "Howell, have you signed your card?" I says, "No, I haven't." And she says, "Well, if I was you, I wouldn't, it would be the worst thing you ever done, because . . . I think it will put us all out of work, . . . and cause our door to be closed."

During the same period, Le Seuer, superintendent of the Public Square plant, in the presence of a group of packing department employees, openly denounced the C. I. O. and the Amalgamated as a "money-making scheme."

At about the same time, Vallie Julian, a forelady at the Cedar Street plant, asked Virdie Pate, an employee at that plant, if she knew where application cards for membership in the Amalgamated could be obtained. Pate, who for some time had been particularly active in soliciting applications, gave her one. Shortly afterwards Julian again approached Pate. With respect to this conversation, Pate testified:

Then on Friday (April 30) before the factory closed, she asked me if I thought the majority had joined the Union, and I told her that I didn't think so. And she said she did, and I asked her what the Company would do if we did, and she said they would close down.

At the close of work on April 30 the employees at the three Nashville plants left their jobs, expecting to return on the following Monday, May 3, the next regular work-day. The respondent at that time gave them no indication it would not continue its operations as usual on Monday. On May 1, however, the respondent sent a

special delivery letter to each of the employees enclosing a mimeographed notice reading:

To All Our Former Employees:

You are hereby notified that we have closed all of our Nashville plants.

Enclosed find check for the amount due you for services heretofore rendered.⁹

The Nashville plants did not open after this notice was sent out. They were still closed on July 30, the date on which the hearing in this proceeding was concluded.

No reason for the closing of the Nashville plants having been given in the notice of May 1, the respondent's employees were confused. On May 2, shortly after she received her notice and check, Estelle Jones, an employee at the Public Square plant, called Osment, her forelady, and asked her why the plants had closed. Osment informed Jones that other employees had called and had asked her the same thing, that she had already called Le Seuer, the superintendent, and had asked him for an answer, and that Le Seuer had told her he knew nothing about it. Osment, according to Jones, added however, "that they (respondent) seemed to think that the girls joined the Union (Amalgamated) and it would be best to close down until they became reconciled." At about the same time, Tommie Ray, an employee at the Cedar Street plant called Julian, a forelady at that plant. Ray testified:

Well, I called her (Julian) because I was worried because we was out of work and I called her and asked her what in the world would we all do out of a job. She said, "You all ought to have thought about that when you was signing them cards."

Both Osment and Julian continued to draw their regular weekly salaries after May 1, although they did but little work.

Shortly before May 14, Jacob S. Potofsky, a representative of the Amalgamated, called L. H. Jones, the respondent's secretary-treasurer, and requested a conference with him for the purpose of ironing out differences between the respondent and its employees, and for the purpose of discussing the possibility of a collective agreement between the Amalgamated and the respondent covering all of the respondent's employees in Nashville as well as at other places. By that time the Amalgamated had begun to organize the respondent's employees at its Milan and Cookeville plants. Instead of meeting with Potofsky, Jones referred Potofsky to the respondent's attorney, Stokes, who admittedly had no technical qualifications to enter into

⁹ Board Exhibit No. 17.

a discussion such as was contemplated by Potofsky in his request to Jones.

Potofsky conferred with Stokes on May 14, 1937. At the outset of this conference Potofsky informed Stokes that many of the respondent's employees had joined the Amalgamated and that the respondent was obligated by the Act to enter into a discussion with him as the duly designated representative of these employees. Stokes thereupon remarked that insofar as the Nashville plants were concerned, the respondent had no employees there, those plants having been closed down, and that in consequence the respondent was under no duty to enter into a discussion in respect to such plants. Potofsky then charged the respondent with violating the Act in closing down its Nashville plants and in discharging its employees at these plants, which accusation was immediately denied by Stokes. Thereupon Potofsky informed Stokes that in any event he had come to discuss not only the differences between the respondent and its Nashville employees but those between the respondent and its employees elsewhere. Stokes, anxious to stay close to the Nashville situation, remarked that he had been given no proof that the majority of the respondent's employees at Nashville had designated the Amalgamated as their representative and that such proof was a condition precedent to any further discussion of the Nashville situation. Potofsky again reiterated that he had come to discuss broader issues than those concerning merely the Nashville employees. Despite Potofsky's willingness to move to these broader issues, Stokes evinced a continuing anxiety with respect to the Nashville situation and asked Potofsky if the Amalgamated would submit to the respondent its membership cards among the employees at the Nashville plants for comparison with the respondent's pay rolls. Potofsky informed Stokes that the Amalgamated would not consider such action, but would gladly submit its membership cards to a governmental agency for comparison with the respondent's pay rolls likewise so submitted. Potofsky also proposed a consent election under the supervision of the Board. Stokes thereupon reverted to his original position that the respondent no longer had any interest in the Nashville employees, the Nashville plants having been closed down and all of the employees at such plants having been discharged, and that in consequence a consent election or the submission by the respondent of its Nashville pay rolls to a governmental agency for the purpose of determining whether the Amalgamated represented a majority of such "former" employees, would serve no useful purpose. A short argument then ensued between Potofsky and Stokes as to the legality of the respondent's conduct in closing down its Nashville plants. Following this, Potofsky asked Stokes whether he was familiar with the wages which prevailed in the various plants in the cotton textile industry.

Stokes replied that he was not, and the conference there broke up. Thereafter the Amalgamated made no efforts to engage the respondent in any further discussion concerning the Nashville situation or any other matter.

On July 27, after the hearing in this proceeding had been in progress for more than five weeks, and after it had been brought to the attention of the respondent that the Board might readily order the respondent to reinstate to their former positions with back pay all of its Nashville employees, should it be found by the Board that the respondent had engaged in unfair labor practices in closing down the Nashville plants on May 1, the Board of Directors of the respondent met and decided to sell the machinery and equipment in the Nashville plants and to lease or otherwise dispose of the real estate used by the respondent in connection with the operation of these plants. This decision was made public the same day in a statement submitted to the Nashville newspapers by George H. Armistead, Jr., one of the counsel representing the respondent in this proceeding. Armistead's statement, quoting remarks of Guy Comer, the respondent's president, reads as follows:

At a meeting of the Board of Directors of that company held today it was definitely determined not to re-open the Nashville plants of the company which have been closed since May 1, 1937, but to sell the machinery and equipment in those plants, and to lease or otherwise dispose of the real estate which the company owns and had used in connection with the operation of those plants.

Mr. Comer stated that the Nashville plants were closed down temporarily because the company felt that its financial condition required it, and the company felt and still feels that it was entirely within its constitutional rights in taking such action. Mr. Comer stated that at the time the plants were closed down it was the purpose of the company to re-open the plants just as soon as in the judgment of the Board of Directors conditions justified and that when the plants were re-opened it was the intention of the company to call back to their old jobs all of its employees who were working for the company at the time the plants were closed down.

He (Comer) stated that during the hearing before the National Labor Relations Board now in progress it has become apparent that counsel for the National Labor Relations Board intends to insist that if and when said plants are re-opened the company must pay its former employees full wages from May 1, 1937, until the plants are re-opened. He stated that the Board of Directors realized that before it could secure a vindication by the Supreme Court of the United States of its right to conduct its business

without incurring any such penalty in the event of an adverse decision by the Labor Board, approximately two years would elapse, and that inasmuch as its former employees had been led to believe that if they did not secure other employment they would receive full pay from May 1, 1937, until the plants should be reopened, and inasmuch as many of the employees were relying upon such erroneous advice, the Board of Directors deemed it but fair to their former employees to make this announcement to the end that such employees may secure other employment if they so desire.¹⁰

On July 28 the respondent began advertising in the Nashville newspapers for the sale of all of the machinery and equipment in its three Nashville plants.¹¹

The complaint alleges that the respondent closed down its three Nashville plants on May 1 and discharged all its employees at these plants on that day, for the reason that some of them joined and assisted the Amalgamated, and with the purpose of preventing and discouraging its employees from further joining, assisting, or engaging in concerted activities with the Amalgamated. In the conference between Potofsky and Stokes on May 14, just two weeks after the Nashville plants had closed, Stokes denied that the shut-down was in any way related to the activities of the respondent's employees in the Amalgamated and stated that the plants had been closed because of "other grounds." Stokes did not, however, indicate what these "other grounds" were.

On June 21, the day on which the hearing in this proceeding commenced, the respondent for the first time gave a reason for closing the plants. In its answer to the complaint, filed on that day, it asserted that the plants were shut down "because of financial and economic conditions." In explanation of the phrase, "financial and economic conditions," it alleged that "the inventory on May 1, 1937, was much larger than in previous years at that time of the season"; that "the plants at Nashville have not worked full time for several years during the dull months of April, May, June and July"; that "collections were slow"; that "the creditors of the respondent were demanding payment"; that "the officials of the respondent for some time had been endeavoring to get additional capital but had not met with success"; that "one of the officials of respondent personally obli-

¹⁰ Board Exhibit No. 61

¹¹ After the close of the hearing in this proceeding the respondent filed a pleading with the Board in which it stated that it had on September 14, 1937, "sold and delivered to Hermitage Manufacturing Company, Inc, which by amendment to its Articles of Incorporation has since changed its name to Southern Manufacturing Company, Inc, all of its equipment and machinery of every character and kind located in its . . . three Nashville plants . . ." and also that it had leased its Cedar Street plant and sub-leased its Public Square and Main Street plants to the Southern Manufacturing Company, Inc

gated himself on promissory notes to obtain funds to apply on claims of creditors of respondent"; and "that this was shortly before the closing of the plants on May 1, 1937." The respondent's answer was verified by L. H. Jones, its secretary-treasurer.

At the hearing, neither Jones nor any of the other officers or directors of the respondent was called upon by the respondent to testify on the issue raised by the pleadings concerning the closing of the Nashville plants. The record clearly shows that the respondent's officers and directors were at all times available, and could have been called by the respondent had it seen fit to do so. The respondent did produce certain testimony through the following five witnesses: Paul Davis and Parkes Armistead, president and vice-president, respectively, of the American National Bank, Nashville, Tennessee; A. H. Blair, public accountant; E. H. Hatcher, bookkeeper of the respondent; and C. A. Edwards, cost accountant of the respondent. None of these witnesses, however, was an officer or director of the respondent, nor had any of them participated in the respondent's determination to close the plants. In consequence, none of them was able to testify directly as to the respondent's reasons for closing the plants. Their testimony related to certain aspects of the respondent's financial condition and is wholly circumstantial in nature. Further, although all of the aforementioned witnesses professed a close association with the respondent's officers and directors, not one of them testified that he had been informed by any of such officers or directors that it was necessary for the plants to close because of "financial and economic conditions."

We have carefully reviewed all the testimony of the respondent's witnesses. We are not convinced from this testimony that the respondent closed down its three Nashville plants on May 1, 1937, because of certain alleged "financial and economic conditions" existing at that time and prior thereto.

On the other hand, there is substantial evidence in the record which is plainly inconsistent with the respondent's claim. On April 23 the respondent had curtailed operations at its Gainsboro, Columbia, Milan and Cookeville plants from five days per week to three days per week. Within a month after the closing of the Nashville plants the respondent restored the five-day week at its Cookeville and Milan plants. These plants were engaged in the production of the same line of work shirts manufactured at the respondent's largest Nashville plant prior to May 1. Further, less than one week after the closing of the three Nashville plants the respondent increased wages at its Cookeville plant from 24 to 27 cents per hour. During the middle of May, the respondent again increased wages at the Cookeville plant, this time from 27 to 30 cents per hour. On May 28 the respondent increased wages at its Glasgow plant from

30 to 33 cents per hour. On June 3, the respondent granted a 10 per cent wage increase at its Milan plant. All these facts lead us to the conclusion that the closing was not induced by "financial and economic" considerations but by other motives.

The closing of the Nashville plants was attended by many unusual circumstances. The respondent had operated two of its Nashville plants, the Cedar Street plant and the Public Square plant, for a considerable number of years prior to 1937 without a shut-down during April, May, and June, months which the respondent would have us believe have always been characterized by dull operations.¹² The third Nashville plant, the Main Street plant, was put into operation for the first time during the month of January or February, 1937. All three of the Nashville plants were operating with normal strength on April 30, the day before the respondent closed them down, and had been so operating for several months prior thereto. When the employees left their jobs at the end of the day on April 30 there was a considerable amount of partially finished work on hand at each plant. Moreover, in the past the respondent had always given its employees between three and ten days' notice in advance of all shut-downs and lay-offs. Furthermore, the respondent had accomplished all previous shut-downs in gradual stages extending over a period of days; employees on primary operations were dismissed first and then in regular order those on succeeding operations, as soon as the latter had completed all of the partially finished work on hand. In short, never before had the respondent closed down any of the plants without the usual previous notice, or while in the midst of normal operations, or with a considerable amount of partially finished work on hand.

Another circumstance of the shut-down is significant. We have seen that in the letters delivered to all employees on May 1, 1937, notifying them of the closing of the plants, the respondent referred to its employees as "former" employees. We have also seen that Stokes, attorney for the respondent, in the conference with Potofsky, on May 14, took the position that the respondent was under no duty to bargain collectively with the Amalgamated concerning the Nashville plants because it no longer had any employees at these plants, its "former" employees having been discharged at the time of the shut-down. In its answer and at the hearing the respondent took the position that the Nashville plants had been closed down only temporarily on May 1, 1937, and that it had at all times intended to re-open them and to re-hire all of its "former" employees as soon as "financial and other economic conditions" permitted it to do so. On

¹² The respondent had in the past closed down its Nashville plants during the months of July and December, for the purposes of remodelling and taking inventory. These shut-downs were short in duration

the occasion of all previous temporary shut-downs the respondent merely laid off its employees for the period that the plant was closed. In breaking this established practice by attempting to discharge all its employees on May 1, we can see a clear purpose on the respondent's part to avoid the duties of an employer during the period of the shut-down and a desire to place itself in a position of being able to take back any or none of these employees with complete freedom upon resumption of operations.

Also significant are the statements of the respondent's supervisory officials noted above. As we have seen, these officials frankly indicated to the employees immediately prior to the closing of the plants that the respondent would shut down if they persisted in joining the Amalgamated. The same officials made it plain, after the closing, that the plants had been shut down because of such persistence.

In addition to the testimony already mentioned there should be noted the testimony of Watson, head forelady at the Cookeville plant, regarding a conversation with Padgett, resident superintendent of that plant, on May 5, just four days after the Nashville plants had closed. Watson's testimony is in part as follows:

Q. I will ask you whether or not he (Padgett) stated that the Union was coming to Cookeville eventually?

A. Yes, he said it is eventually coming. He said they have closed the plants in Nashville on account of them trying to organize.

Q. Did he say what would happen if such an organization did come in (to Cookeville)?

A. He stated the plant would be closed up in Cookeville if such a thing was organized and that he did not think it would ever re-open.

Finally, the respondent's action in closing the Nashville plants must be viewed in the light of the bitter hostility it has consistently displayed toward any form of self-organization by its employees. One instance of this, occurring at the Main Street plant, has already been noted. In the following subdivisions of this section we describe similar conduct at the Cookeville, Milan, and Glasgow plants. As our findings show, the respondent has used every means at its command to thwart the activities of the Amalgamated at these plants. At each plant it has initiated a labor organization with which it has attempted to organize against the Amalgamated; at each it has readily accorded recognition and collective bargaining to these organizations, and in at least two instances such recognition was accorded without requiring proof of majority representation; at each it has followed the failure of such labor organization to destroy the interest of its employees in

the Amalgamated by a lock-out and other discriminatory conduct calculated to discourage activity in the Amalgamated; and at each it has by innumerable other acts flagrantly interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act. Taking the picture as a whole, the closing of the Nashville plants under the circumstances described above can be explained only as a deliberate lock-out designed to crush the growing movement among the employees toward self-organization and collective bargaining.

On the basis of all the aforementioned considerations, we conclude that the respondent closed down its three Nashville plants on May 1, 1937, and discharged all of its employees at these plants on that day, and has refused to reopen its Nashville plants thereafter and to reinstate its employees at these plants, for the reason that some of them joined and assisted the Amalgamated and with the purpose of preventing and discouraging its employees from further joining, assisting or engaging in concerted activities with the Amalgamated. By its conduct the respondent has discriminated in regard to the hire and tenure of employment of its Nashville employees within the meaning of Section 8 (3) of the Act, and has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. At Cookeville, Tennessee

On May 3, 1937, two days after the respondent had closed its Nashville plants, Maggie Randolph, an organizer for the Amalgamated, came to Cookeville and immediately began to organize the employees at the Cookeville plant. On the afternoon of that day, Claude Darwin, a member of the firm of Jenkins and Darwin, Cookeville merchants, called Bessie Watson, then head forelady at the Cookeville plant, and asked her to meet with him. Watson immediately went to the store of Jenkins and Darwin and there met with Darwin and A. G. Maxwell. Maxwell was owner of the Tennessee Handle Company and a member of the Mayor's Committee of the City of Cookeville, a committee composed of businessmen, some appointed by the Mayor and some by the Lions' Club of Cookeville, and allegedly existing for the primary purpose of settling labor disputes. Apparently well aware of the presence of Randolph in Cookeville, both Darwin and Maxwell urged Watson to talk to the respondent's employees and to advise them not to join the Amalgamated. Maxwell also promised Watson that if she would keep the respondent's employees from joining the Amalgamated, he would make it worth her while. During the meeting Darwin asked Watson if she thought "it would be advisable for Mr. (Ezra) Davis (Mayor of Cookeville) to come over

and have a talk with the girls". Watson informed Darwin that he would have to take that matter up with E. G. Padgett, resident superintendent of the Cookeville plant. Before the meeting was adjourned, Darwin and Maxwell suggested that Watson organize a committee of the employees to meet with the Mayor's Committee.

Early in the morning on May 4, 1937, Watson went to Padgett, informed him of her conversation with Darwin and Maxwell, and asked him if it was "all right" for her to form a committee for the purpose of meeting with the Mayor's Committee. According to Watson, Padgett advised her that it was "all right", and told her that he knew that the Amalgamated would eventually make its appearance among the Cookeville employees and that "the plant would be closed up in Cookeville if such a thing was organized". He added, according to Watson, that "they (the respondent) have closed the plants in Nashville on account of them trying to organize". Padgett admitted having told Watson that it was her "privilege" to form a committee of employees to meet with the Mayor's Committee, but denied having made the other remarks attributed to him by Watson. Padgett's testimony on other matters was also in direct conflict with that of Watson. Watson testified at the hearing under subpoena. Her testimony, straightforward and precise, is marked by an air of reliability not present in that of Padgett. Conflicts in the testimony of Watson and Padgett must be resolved in favor of Watson.

Immediately after consulting with Padgett, Watson called together the sewing room employees, some 270 in number, and asked them to appoint a committee to meet with the Mayor's Committee. At that time the following sewing room employees were chosen as members of a committee, hereinafter referred to as the Watson Committee, to represent all the employees in the sewing room, the largest department of the Cookeville plant: Bessie Watson, chairman; Robbie Coakley; Sammie Williams; Vera Williams; and Rebecca Johnston. Following the appointment of this committee, Watson called Darwin and informed him that the employees had organized a committee. Darwin told Watson to bring the committee to the Jenkins and Darwin store immediately. Thereupon the members of the Watson Committee left their work at the plant and proceeded to the Jenkins and Darwin store. There they met with the members of the Mayor's Committee, called together at the suggestion of Darwin by J. N. Cox, president of the Southern Continental Telephone Company, and chairman of the Mayor's Committee. In addition to Cox, the following members of the Mayor's Committee attended this meeting: Maxwell; D. C. Wilhite, president of the First National Bank of Cookeville; and H. S. Hargis, a Cookeville banker. Claude Darwin and his brother, Charlie Darwin, who was also associated with the firm of Jenkins and Dar-

win, likewise attended. The two latter were not members of the Mayor's Committee.

During the meeting the dissatisfaction of the employees with working conditions at the plant was discussed. The Mayor's Committee apparently suggested to the Watson Committee that it might be of service in removing any source of dissatisfaction, and the Watson Committee requested the Mayor's Committee to do what it could in persuading the respondent to raise the prevailing base wage rate of 24 cents per hour to 30 cents per hour. The Mayor's Committee immediately promised that it would make an effort to get the base wage rate increased in accordance with the wishes of the Watson Committee, but made it clear to the Watson Committee that it did "not want the Cookeville factory closed up (because of the activities of the employees in the Amalgamated) like the Nashville factories had been closed". At the hearing Cox testified that he called one of the respondent's officers (either Jones or Guy Comer) at Nashville immediately after the aforementioned meeting, that he informed him of the request made by the Watson Committee and that he urged him to grant that request because "there might be trouble". According to Cox, this officer told him that "he would have to put it up to the directors", and would call Cox at a later time. Cox further testified that one of the respondent's officers did call him at a later time and informed him that the respondent had granted an increase in the base wage rate from 24 cents to 27 cents per hour.

At about two o'clock in the afternoon on May 4, Jones phoned Charlie Darwin from Nashville and talked to him for five minutes. At nine o'clock at night on the same day Jones again phoned Charlie Darwin from Nashville and talked to him for one minute. Neither Jones nor Charlie Darwin testified at the hearing and in consequence these phone calls, shown by the Board to have been made, remain unexplained in the record. Shortly after the first call from Jones to Charlie Darwin, Claude Darwin called Watson to the Jenkins and Darwin store. There she was quizzed by Darwin and others as to what was happening among the employees at the plant. The Darwins promised that the Mayor's Committee would do its best to get the requested increase. Late in the afternoon on May 5 Padgett informed Watson that he had received a report from the respondent at Nashville to the effect that the base wage rate had been increased from 24 to 27 cents per hour.

After the above incident the Watson Committee had no more contacts with the Mayor's Committee or with the Darwins, and completely ceased to function. Although no issue is raised by the pleadings with respect to the formation of the Watson Committee, we have set forth the foregoing facts as significant background to subsequent events. The Watson Committee was formally replaced by

another committee which came into existence shortly afterwards. It is in connection with the formation of this later committee, the facts surrounding which will be set forth hereinafter in detail, that the complaint alleges unfair labor practices on the part of the respondent.

During the noon hour on May 5, and before the respondent had announced the increase in the base wage rate from 24 to 27 cents per hour, Mayor Ezra Davis of Cookeville addressed the employees in front of the Cookeville plant. This address was interrupted by a rain-storm after Davis had made only a few remarks. Thereafter, on the same day, Davis addressed the employees in the sewing room of the plant. Davis testified that he made this second address immediately after the first had been interrupted, at which time he was invited into the plant by a group of the employees including Bessie Watson, and that his second address was concluded before the regular noon lunch hour had expired. By the overwhelming testimony of other witnesses it was shown that Davis left the neighborhood of the Cookeville plant after his first address was interrupted and that he returned to the plant later in the afternoon during working hours, at which time he made his second address.

When Davis returned to the plant, the machines in the sewing room were in full operation. Watson testified, and her testimony on this point is confirmed by numerous witnesses, that she shut down the power on these machines as soon as Davis appeared. Mayor Davis' second address was made in the presence of Watson. His remarks are not in dispute. Davis told the employees that Cookeville "was too small for a union"; he described his visit to Louisville during the big flood, related that he there saw a union leader wearing diamonds as big as marbles, and stated that the money which permitted this union leader to buy these diamonds "came off the poor working people" who were paying dues to belong to the Amalgamated; he stated that if the employees joined the Amalgamated, the respondent would close down its Cookeville plant and would never thereafter reopen it; he pleaded with the employees not to join the Amalgamated, saying, "For God's sake, stay out of the Union"; he urged the employees to keep right on working just as they were, stating that there were hundreds of other girls who would be willing to take their jobs; he urged them to use the facilities of the Mayor's Committee to straighten out any difficulties which they had, rather than to use those of the Amalgamated, because the Mayor's Committee charged no dues, whereas the Amalgamated did; he then promised the employees a full work week with a night shift within a short time, if they "sat steady in the boat" and did not join the Amalgamated.

On May 8 the City of Cookeville passed an ordinance prohibiting the distribution of any literature within the confines of that city without a license. Mayor Davis testified that the passage of this

ordinance was in no way related to the presence in Cookeville of the organizer for the Amalgamated.

On May 10 another committee, similar to the Watson Committee, came into existence. This committee, hereinafter referred to as the Lawson Committee, was composed of the following members: H. E. Lawson; B. H. Robinson; Floyd Hutchings; Sam Rice; Claude Grimes; Lou Powell; and Nancy McCulley. Lawson testified that he was merely a marker, without any supervisory powers whatsoever, and that Padgett was the working foreman in immediate charge of the 14 or 15 cutters and spreaders who worked in the cutting department with him. Padgett, resident superintendent of the plant, did not testify as to Lawson's authority. Numerous witnesses identified Lawson as the foreman in charge of the cutting department. Watson, Padgett's head forelady, testified that Lawson directed and instructed the cutters in their work. Further, the record is clear that, although Padgett had general supervision of the operations in all the departments, he had delegated the power of immediate supervision to foremen and foreladies in these departments. That this procedure was not followed in the case of Lawson and the cutting department is hard to believe. Employed as sole marker on the initial operation in the plant, it is clear to us that Lawson supervised the work of the cutters and spreaders in the cutting department who completed the work that he laid out. Lawson's position in his department, his long tenure with the respondent, his high rate of pay, and his general conduct throughout the plant, are more consistent with the testimony of witnesses that he was a foreman than that he was merely an employee without any supervisory power. Floyd Hutchings was employed by the respondent as a machinist and was as well a special deputy sheriff of Putnam County, in which Cookeville is located. Hutchings was appointed to the position of special deputy sheriff on May 7 or May 8, 1937, allegedly at his own request, in order that he might "take care of the (respondent's) factory and look after the company's interest". He had the authority to make arrests on the respondent's property. Sam Rice was employed by the respondent as a truck driver, and was a deputy sheriff of Putnam County and a policeman for the City of Cookeville. Claude Grimes was employed by the respondent as a machinist. Lou Powell was, prior to June 3, 1937, a collar stitcher, employed in the sewing room. When Watson was dismissed on June 3, Powell immediately assumed Watson's duties as forelady in charge of the sewing room.

The exact manner in which the Lawson Committee came into existence does not appear from the record. It is clear that no formal meeting was held at which the committee was selected. The mem-

bers of the committee who testified at the hearing presented a vague and incoherent story as to its formation, straining to leave the impression that it was formed spontaneously without any suggestion or encouragement from the Mayor's Committee or from the respondent. Lawson testified that he was appointed to the committee by five cutters; Grimes testified that he was on the committee because several of the employees asked him to be on it; Rice testified that he was on the committee because a group of the cutters and other employees had asked him to be on it; Powell testified that she put herself on the committee after Hutchings asked her to be on it. That Lawson in all likelihood played an important part in the formation of the Lawson Committee, despite his protestations to the contrary, can be clearly gathered from his leadership of its activities as well as those of Employees' Committee which grew out of the Lawson Committee.

After the Lawson Committee came into existence Lawson, according to his own testimony, immediately sent Floyd Hutchings to the office of Cox to arrange for a meeting with the Mayor's Committee. Early in the evening on May 10 the entire membership of the Lawson Committee met with the Mayor's Committee, including Mayor Davis, in Cox's office. Members of both these committees testified that the Lawson Committee asked the Mayor's Committee to aid it in obtaining a wage increase. Although the Mayor's Committee had participated in obtaining an increase in the base wage rate only five days before this meeting, it apparently expressed no surprise over this new movement for an additional increase. From the testimony of those who participated in the meeting it is clear that the Mayor's Committee made no immediate promises to the Lawson Committee as it had done in the case of the Watson Committee. After a short discussion the Mayor's Committee asked the Lawson Committee if it represented a majority of the Cookeville employees. When the Lawson Committee answered that it did not know whom it represented, the Mayor's Committee suggested that authorizations be secured. After some discussion a paper was prepared for signature by the employees, reading as follows:

We, the undersigned employees of the Washington Manufacturing Company, of Cookeville, Tennessee, hereby appoint H. E. Lawson, B. H. Robinson, Sam Rice, Floyd Hutchings, Claude Grimes, Lou Powell and Nancy McCulley, or their successors as an Employees' Committee to represent us for a period of twelve months, and thereafter until revoked by a majority of the employees, in all negotiations with the Company, or the Committee representing the City (Mayor's Committee) as to organization, wages, and terms of employment, and bind ourselves to be governed by any agreement they may make.

On May 11 this paper was circulated among the employees by Hutchings and other members of the Lawson Committee. By the end of that day approximately 336 signatures had been placed thereon. Some of the employees testified that they signed because "it was rumored around the plant if we did not sign it would be bad for us". One employee testified that she was urged to sign by Hutchings under the threat that it would "mean her job" if she didn't sign. With the signing of this paper the Employees' Committee, a labor organization, formally came into existence.

During the early part of the evening of May 11 the Employees' Committee met with the Mayor's Committee. The document containing the 336 signatures was submitted to the Mayor's Committee as evidence of the Employees' Committee's authority to bargain for and bind the employees in any negotiations with the respondent and with the Mayor's Committee. The terms of a proposal for submission to the respondent were then discussed. Apparently unable to give an authoritative statement as to what was wanted from the respondent, the Employees' Committee was told by the Mayor's Committee to go back to the employees and find out what they wanted.

It is clear, however, that no serious effort was made by the Employees' Committee to ascertain the wishes of the employees with respect to the demands to be made of the respondent in the contemplated proposal. After the Employees' Committee left the meeting on May 11, individual members discussed possible demands among themselves. On the following day several of them talked to a few of the employees during working hours. No general meeting of employees was held.

On May 12, Frank Pitts, another organizer for the Amalgamated, came to Cookeville to aid Randolph in her work. Late in the afternoon of that day, both Pitts and Randolph stationed themselves near the plant for the purpose of distributing literature explaining the aims of the Amalgamated. While they were engaged in distributing this literature, Floyd Hutchings, armed with a gun, and Harvey Quarles, Chief of Police of the City of Cookeville, came upon the scene from inside the Cookeville plant. Pitts testified:

. . . He (Quarles) walked out and took my package of literature and asked me to let him see it, and I did, and he asked me if I had a permit to distribute it, and I told him I did not know we were supposed to have a permit, and I asked him about the permit, and he said "Come over here and I will explain all about it", and instead of taking me over there, he took me over to a car, and nothing was said until he got to the station . . .

Randolph was also taken to the police station by Quarles. No charge was at that time filed against either Randolph or Pitts. They

were told by Quarles that "there was no use staying at the jail" and that they "could stay at the hotel that night". On the following morning, both were served with a warrant of arrest for having distributed literature without a permit in violation of the ordinance passed on May 8, 1937. Subsequently, both were found guilty and fined.

On the evening of May 12, by pre-arrangement between Lawson and Cox, the Employees' Committee again met with the Mayor's Committee in the office of Cox. The Employees' Committee asked the Mayor's Committee to aid it in drafting a proposal for the signature of the respondent. After a short discussion, in which Lawson and Cox played a leading part, the following proposal was formulated:

We, the undersigned Employees' Committee, H. E. Lawson, B. H. Robinson, Floyd Hutchings, Sam Rice, Claude Grimes, Lou Powell, and Nancy McCulley, representing a great majority, in fact 336 out of 362 employees of the Washington Manufacturing Company or Heavy Duty Manufacturing Company at Cookeville, Tennessee, as per agreement executed under date of May 11, 1937, which is to become a part of this proposal of contract when finally accepted upon the part of the company, hereby propose and request through the Lions or Mayor's Committee of the City of Cookeville, namely: A. G. Maxwell, H. S. Hargis, Mayor Ezra Davis, Jas. N. Cox, and D. C. Wilhite the following scale of wages:

An increase from the base rate of 27-cents applied to piece workers and to other employees now receiving 27-cents per hour to a flat base rate of 30-cents without any bonus.

We agree to accept this rate, to apply ourselves to the best of our ability in production and in quality, and

We further agree that we will not encourage or participate in any action or organization that might tend to bring about strife and discontent among our fellow employees.

We further request that the production scale now in force in the factory be adjusted so as to more nearly equalize the efforts of the various employees and place each and every one as nearly as possible on the same earning basis.

We further request that as soon as materials can be procured that five 8-hour days or 40 hours per week be restored and continued so long as sales and productions will justify.

This proposal signed by the above named committees and ratified by a majority of the employees as set out in the accompanying agreement becomes a contract between the company and its employees when accepted in writing by the proper officials of the Washington Manufacturing Company or Heavy

Duty Manufacturing Company, and is to remain in full force and effect for a period of twelve months beginning the 17th of May, 1937, and continue thereafter from week to week or month to month until terminated by a thirty-day written notice from the company or from the above employees committee or its successors supported by a majority of the employees.

The provision of the proposal with respect to an increase in the base wage rate from 27 to 30 cents per hour was obviously the result of a compromise between both committees, since it is indicated by the testimony that the Employees' Committee desired a base wage rate of 33 cents per hour covering both time and piece workers. Who was primarily responsible for the provision of the proposal pledging the employees not to encourage or participate in any action or organization which might tend to bring about strife and discontent among the respondent's employees does not appear from the record. Rice, who participated in the discussion of the proposal, testified that this provision was discussed at the meeting and that either Lawson or Cox might have been responsible for its inclusion in the proposal. Grimes testified that he remembered no discussion of this provision at the meeting. After the proposal was typed by Cox's secretary it was read and signed by the members of both the Employees' Committee and the Mayor's Committee. It was left with Cox, as chairman of the Mayor's Committee, for presentation by him to the respondent.

On May 13 the proposal was taken by Cox to the respondent's Nashville office. Cox left it with R. W. Comer, chairman of the board of directors, and then retired to a hotel. That afternoon the proposal, signed and accepted by the respondent, was returned to Cox by one of the respondent's officers. Cox immediately returned to Cookeville and notified the Employees' Committee. On the following morning, Lawson, in the presence of Watson and other foreladies of the respondent, addressed the employees in the sewing room. What he said in this address is not clear from the record. In all likelihood, he informed them of the acceptance of the proposal by the respondent on the day previous. That he might also at that time have told them not to join the Amalgamated, as he did in addresses made under similar circumstances on numerous occasions thereafter, is indicated by the testimony of numerous witnesses who, although they were unable to testify as to the exact dates on which Lawson made his addresses, testified that in all of them he warned employees not to join the Amalgamated because such action would result in the closing of the Cookeville plant. During all this time the employees were displaying an interest in the Amalgamated and some of them were joining that organization.

On May 17 the accepted proposal was passed among the employees during working hours by Lawson and other members of the Employees' Committee. Accompanying the proposal was a paper which read as follows:

We, the undersigned employees of the Washington Manufacturing Company hereby accept the terms and wages set out in the foregoing agreement (proposal and acceptance) and desire to express our appreciation for what the Committees have done for us by signing our names hereunder.

Practically all the employees signed this ratification of the agreement. Shortly thereafter the wages of the Cookeville employees were increased in accordance with its provisions. The respondent did not, however, immediately establish a work week of 40 hours at the Cookeville plant as required by the agreement.¹⁸

On May 24 the Employees' Committee decided to ask the respondent to establish a 40 hour week and delegated to Lawson the duty of enlisting the aid of the Mayor's Committee. Lawson, acting as Chairman of the Employees' Committee, met with Cox at the latter's office during the lunch hour on May 24. Cox told Lawson that he would have to consult the other members of the Mayor's Committee before he could give any promise of aid. During the afternoon of May 24, Cox phoned Lawson at the plant and told him that the Mayor's Committee had agreed to help.

On May 25 Cox sent a telegram to the respondent at Nashville stating that the "Employees' Committee . . . most respectfully demand that their working day of eight hour maximum be increased at once to five full days per week for forty hours" and that "we the . . . Mayor's Committee approve their action, and recommend the immediate acceptance of same". Between seven and eight o'clock in the morning of May 25 before the aforementioned telegram was sent, Cox phoned Comer, the respondent's president, and talked to him for three minutes. This phone call was charged to and paid for by the respondent. Shortly after eight o'clock that morning Comer phoned Cox and, immediately following this latter call, W. Gordon McKelvie, secretary-counsel of the Southern Garment Manufacturers Association, phoned Cox. The call from McKelvie to Cox, originating in McKelvie's office, was also charged to and paid for by the respondent. Questioned as to the phone call from McKelvie, Cox testified he had not "the remotest idea" as to what was talked about during that call. Testifying as to his phone call to Comer, Cox at first

¹⁸ Prior to May 25 the respondent was operating the Cookeville plant eight hours per day, three days per week, operations having been cut from five to three days per week on or about April 23.

stated that it was his "impression" that during that call he read to Comer the telegram which he later sent; later, however, he denied that he ever discussed with any of the respondent's officers beforehand any of the demands which he made on behalf of the Employees' Committee. The call from Comer to Cox is not explained in the record. During the late afternoon of May 25 the respondent telegraphed Cox that it had agreed to the demand made in his telegram of that date. During the following week the respondent commenced operating its Cookeville plant on a 40 hour basis.

Although the formation of the Employees' Committee, accompanied by an increase in wages and by a lengthening of the work week, greatly diminished the interest of the respondent's employees in joining the Amalgamated, those employees who had joined before and after the formation of the Employees' Committee continued to aid and assist and participated in the activities of the Amalgamated. Shortly before May 28 the Amalgamated announced an open meeting for that evening. At about two o'clock on the afternoon of May 27 word having reached him that this meeting would take place as scheduled, Cox phoned the respondent at Nashville and notified its officers that the Amalgamated was meeting at the Cookeville Court House on the following night. This phone call, as well as each of a great number of other phone calls between Cox and the respondent discussed hereinafter, was charged to and paid for by the respondent. About an hour before the scheduled meeting of the Amalgamated took place on May 28, the respondent phoned Cox. Cox thereafter drove to the Court House Square for the obvious purpose of checking on the success of the Amalgamated meeting. Charlie Grimes, Lawson, and other employees of the respondent were also conspicuously stationed near the entrance to the Court House on the night of this meeting. At ten o'clock that night Cox phoned Jones, the respondent's secretary-treasurer, and talked to him about the meeting of the Amalgamated. Cox testified:

Q. Did Mr. Jones say at that time that they would have to close down unless that kind of thing was stopped?

A. No, not as I remember it. We didn't think they got anywhere with it.

On the following morning Cox again called Jones, and again talked to him about the meeting of the previous night as well as "about these agitations, that was up there".

On Monday, May 31, the next regular work day after May 28, several of the employees who were active members of the Amalgamated and who had attended the Court House meeting found after their return to work that their machines were sewing 18 rather than 14 stitches to the inch as they had previously done. In consequence

of this fact the work of these employees was considerably slowed up and they were unable to earn as much as they had previously earned.

On June 3 William Remington and Marvin Todd, organizers for the Textile Workers Organizing Committee, a sub-committee of the Committee for Industrial Organization, came to Cookeville to aid the organizers for the Amalgamated in their efforts to organize the respondent's Cookeville employees. They spent the entire evening of June 3 and part of the morning of June 4 in visiting employees at their houses and urging them to join the Amalgamated. On the afternoon of June 4 both Todd and Remington were brutally attacked by a group of the respondent's employees. Todd testified:

We also gave out leaflets, that is correct, leaflets on the Wagner Act. We arrived in front of the mill at approximately three o'clock. I believe the mill gets out at three-thirty. We wanted a chance to get established before the time for workers to come out. As soon as we had the car drawn up in front of the factory, some of the workers started congregating down below the entrance to the factory. Mr. Remington and Miss Randolph were the two that were giving out the leaflets. I was standing at the car, and I believe two or three girls came out and passed Mr. Remington and he started to give them leaflets and started to explain it to them, and I remember fifteen or more workers inside the gates started to come out of the plant and started toward him. They attempted to knock the leaflets out of his hand; that is, they started hitting him and kicking him and pulled his coat over his head and he was pretty defenseless, and I walked over to him, whereafter one-half of the crowd that were beating him made for me. One of them started to hit me and I dodged, and two or three others started to close in behind me. I ducked under someone's arm and started to run for the nearest telephone to call the police. I got to, I believe it is, a flour mill about two or three hundred yards away from the Washington Manufacturing Company, with the men pursuing me and throwing rocks, and there inside of that place I got a telephone and called up the sheriff and requested him to send around some police protection.

Returning to the scene of the attack Todd found a deputy sheriff standing at the entrance to the plant. When Todd asked this deputy sheriff to protect him as well as the others from further attack by some of the employees who were still about, he was told, "The best thing you can do is get out of town."

Immediately after this attack, Todd and Remington went to the office of J. O. Paris in the Arcade Building, where the meeting scheduled and advertised by them earlier that day was held. During this meeting Todd and Remington left the building to get some

papers which they had left in their car. Upon leaving the building both were again attacked by the same group of employees which had assaulted them at the entrance to the Cookeville plant earlier that afternoon. Todd testified:

We had left some of the papers which we needed for our Union meeting, in the car. The men who had attacked us outside of the plant gate were now sitting outside of the office building, right in front of the town hall . . . The car was parked in a position where they could intercept us . . . but we did not anticipate anything of that sort, because officers of the law had been around, deputies and constables . . . and there were also citizens standing around . . . We went down to the car . . . and a number of men immediately intercepted us. One struck Remington in the face, and they, seven or eight, fell . . . on . . . him, and several started out for me. I was thrown down on the ground . . . and was kicked and struck on the face . . . for . . . perhaps a minute or so, when one of the policemen interceded and took me into Mr. Paris' office. Remington was still on the ground where he had been, where he was being kicked and knocked around . . . He was unconscious lying on the grounds, and they brought him up to the office.

Q. Were you taken to a doctor after this attack?

A. Yes, sir.

Q. What were the extent of your injuries, Mr. Todd?

A. I got a broken arm and a vertebra kicked off the back of my spine, and bruises. That was all.

After the second attack both Todd and Remington swore out warrants for the arrest of some ten employees of the respondent who had taken part in the aforementioned assaults. Among these were Floyd Hutchings and Charlie Grimes. Upon apprehension these employees were arraigned but forthwith released under peace bonds signed by Cox.

On June 5 or 6, some of the respondent's Nashville employees who were members of the Amalgamated decided to send a caravan of motor cars to Cookeville on June 7 for the purpose of staging a parade. Between twelve and one o'clock in the morning of June 7 Comer, the respondent's president, phoned Padgett, the resident superintendent of the Cookeville plant, from the Nashville offices of the respondent. This conversation between Comer and Padgett is not expressly explained in the record. Comer, as we have already seen, did not testify at the hearing, and Padgett did not testify with respect to this conversation. That the conversation concerned the decision of the Amalgamated to stage a parade in Cookeville on that day, however, is clear from what took place shortly thereafter.

Between three and four o'clock on the morning of June 7 Cox phoned the respondent at its Nashville offices, conversed with the respondent and, as usual, charged the call to the respondent. At the hearing Cox admitted that he had had phone conversations with the respondent concerning the parade of the Amalgamated immediately after he learned of the decision of the Amalgamated to stage such a parade. The first of these conversations, as is clearly revealed by Board Exhibit No. 55, which contains a record of all phone calls between the respondent at Nashville and any person at Cookeville during the period in question, was the one referred to above. That Cox's call to the respondent at its Nashville offices was related to Comer's call to Padgett at Cookeville seems clear. Both were made in the early hours of the morning and one followed shortly after the other. When Cox called the respondent at its Nashville offices about the parade, he obviously knew that there would be someone there to receive his call. That this person was Comer is indicated by the latter's presence in the Nashville offices earlier that morning. The presence of Comer at the Nashville offices during the early hours of the morning, the Nashville plants of the respondent having been totally closed down for over a month, was most unusual and clearly indicates that he was expecting the call from Cox. We are convinced that Comer in his call to Padgett told Padgett to notify Cox of the decision of the Amalgamated to stage a parade and to instruct Cox to call the respondent's Nashville offices immediately. At the hearing Cox testified that he was notified of the decision of the Amalgamated to stage a parade by an "anonymous" person. We are convinced that this "anonymous" person was none other than Padgett and that Padgett not merely notified Cox of the decision of the Amalgamated to stage a parade but also instructed him to phone Comer who was awaiting his call at the Nashville offices.

During the morning and early afternoon of June 7 the business men of Cookeville, under the leadership of Cox, "recruited" between two and three hundred "citizens" of Cookeville for the purpose of "meeting the parade" of the Amalgamated. Between twelve and one o'clock in the afternoon, Cox phoned the respondent at Nashville. About three o'clock Jones, the secretary-treasurer of the respondent, phoned Cox from Nashville. That these phone calls concerned the preparations which had been made by Cox to meet the parade of the Amalgamated is clear. At the hearing Cox testified that all of his phone conversations with the respondent's offices at Nashville were "in the interest of the situation that was prevailing at Cookeville".

The Nashville employees came to Cookeville in a caravan of motor cars, apparently during the late afternoon of June 7. This caravan peaceably skirted the Cookeville plant several times and then returned to Nashville. During the demonstration Cox's "recruits" stood guard

at the Cookeville plant. Cox himself was there, armed with a cane which he thought was heavy enough to protect himself from the Nashville "thugs". About five o'clock in the afternoon, apparently after the demonstration of the Amalgamated had been concluded, Jones again phoned Cox from Nashville. About two o'clock on the following morning Cox phoned the respondent at its Nashville offices. The record offers no explanation of these phone calls other than that they were related to the situation which was then prevailing in Cookeville.

Shortly before the regular noon recess on June 11, Lawson addressed the employees in the sewing room of the Cookeville plant. In the presence of several other supervisors Lawson told the employees, as he had told them under similar circumstances on numerous occasions before, that the respondent would close down the Cookeville plant and that they would all lose their jobs if they joined or continued their membership in the Amalgamated.

During the early part of the afternoon of June 11 Mattie Jernigan, one of the foreladies at the Cookeville plant, approached each employee who was a member of the Amalgamated and urged her to withdraw from that organization. About three o'clock in the afternoon some 24 employees who were members of the Amalgamated were told by Jernigan to cease work and go to the basement of the Cookeville plant where they would be given a paper, the signing of which would effect their withdrawal from the Amalgamated. These employees immediately dropped their work and retired to the basement. There they found Lawson, Grimes, and Harvey Quarles, the Chief of Police of Cookeville. Quarles told these members of the Amalgamated that he had come to the Cookeville plant to help them "get out of the Union" because he thought that "would be best" for them, since he did not want to see them lose their jobs. The 24 members of the Amalgamated were then taken to the office of Haile, who during the hearing in this proceeding acted as attorney for the Employees' Committee, in cars provided by Lawson, Grimes, and Quarles.¹⁴ There all were urged to and did sign a paper, directed to the Amalgamated, withdrawing their membership in that organization. At the hearing some of these members of the Amalgamated testified that they signed the withdrawal papers because they felt they had to do so in order to hold their jobs.

On June 14, two days after the complaint in this proceeding was issued, Cox again phoned the respondent at Nashville and again charged the call to the respondent. On June 15 the respondent

¹⁴ Haile is a member of the law firm of Haile & Cox; Cox, his partner, is the son of J N Cox, president of the Southern Continental Telephone Company, who played such a prominent part in the events which gave rise to the present proceedings.

phoned Cox from Nashville. Cox's testimony, although somewhat incoherent, indicates that these two calls related to the complaint issued by the Board in this proceeding.

Mayor Ezra Davis' addresses

The complaint alleges that the respondent by permitting Mayor Davis to address its employees on May 5, 1937, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. In its answer and at the hearing the respondent denied that it had directly or indirectly permitted or authorized Davis at any time to address its employees.

Davis testified that he addressed the employees on May 5 as a disinterested citizen of Cookeville, "with the interest and purpose to take care, to see that those factory people did not do something, perhaps, that they ought not to do." Davis further testified that he had previously asked Padgett for permission to address the employees in the Cookeville plant, but that he had been refused such permission. Padgett's testimony coincides with Davis'. Padgett also testified he told Davis that he would have to address the employees outside the plant if he wanted to address them at all. Although the testimony of both Davis and Padgett is given some color by the fact that Davis' first address on May 5 was admittedly made in front of the Cookeville plant during the noon hour, we are convinced that this address as well as the second address, which was made inside the Cookeville plant, were both made with the respondent's permission and authority.

Padgett at all times knew the purpose for which Davis desired to address the employees, namely, to denounce the Amalgamated and to urge the employees to use the facilities of the Mayor's Committee in negotiating with the respondent. Despite this knowledge Padgett, according to his own testimony, at least expressed his assent to any address by Davis as long as it was made outside of the Cookeville plant.

When Davis arrived at the Cookeville plant shortly before he made his first address, he approached Watson, according to his own testimony, and asked her to get the employees together around his automobile for the purpose of listening to an address. Furthermore, according to Davis, Watson, the chief forelady at the Cookeville plant, and one of Padgett's main lieutenants, immediately complied with his request. Clearly, this first address was made with the permission and authority of the respondent.

Similarly, even if it be assumed, as Davis claims, that when the first address was interrupted by a rainstorm Watson and others immediately invited Davis into the Cookeville plant where he made his second address, this second address must also be viewed as made with

the permission and authority of the respondent. We have already seen that the actual circumstances under which the second address was made by Davis were different from those claimed by him. The weight of the evidence reveals that the second address was not only made with the permission and authority of the respondent but was also sponsored in the original instance by it. Watson testified that Padgett came to her during the early afternoon of May 5, shortly after Davis had made his first address and after the respondent's employees had returned to work following the regular noon lunch hour, and told her that Davis was coming to the Cookeville plant that afternoon to address the employees. According to Watson, whose testimony we consider reliable in all respects, Padgett at that time told her "to turn the power off so he (Davis) could talk to the girls". When Davis came to the plant later that afternoon, as Padgett had said he would, Watson followed Padgett's instructions, shut off the power and prepared the way for the speech. It was then, in the presence of Watson and other foreladies of the respondent, that Davis delivered his second address, condemning the Amalgamated and urging the employees to utilize the facilities of the Mayor's Committee instead. Never after this address was made did the respondent indicate to the employees that Davis had made it without its permission or authority, or that his remarks therein were not approved by the respondent.

Having obviously enlisted Mayor Davis for the purpose of addressing its employees on the afternoon of May 5, the respondent is responsible for his remarks as well as for their natural and intended consequences. We have already seen that Davis' remarks included a bitter condemnation of the Amalgamated, a fervent plea to the respondent's employees to stay out of the Amalgamated, and an exhortation of the benefits to be derived from the use of the facilities of the Mayor's Committee. Through these actions, calculated to restrain its employees from joining or assisting the Amalgamated, and to encourage them to use the facilities of the Mayor's Committee, the respondent has flagrantly interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The Employees' Committee

The complaint alleges that the respondent dominated and interfered with the formation and administration of the Employees' Committee, contributed support thereto, and thereby engaged in unfair labor practices within the meaning of section 8 (2) of the Act. In its answer the respondent denied that it had engaged in any unfair labor practices in connection with the formation and administration

of the Employees' Committee. Upon a careful review of the record we find that the aforementioned allegation of the complaint is amply supported by the evidence.

By its conduct in connection with the formation and administration of the Watson Committee the respondent clearly notified its Cookeville employees that the Watson Committee, created for the purpose of dealing with it through the Mayor's Committee, was the type of labor organization of which it approved. After the Watson Committee had ceased to function, apparently because of the respondent's dissatisfaction with the attitude of one of the members of that Committee, the respondent through Davis, in the latter's address on the afternoon of May 5, again notified its employees that a labor organization of the type of the Watson Committee met with its approval. Furthermore, the respondent through Davis urged its employees to organize such a labor organization and guaranteed them definite benefits if they did. Shortly after Davis' address, the Employees' Committee, a labor organization of the character and type which the respondent approved, did come into existence, and the respondent's employees thereunder were accorded some of the benefits which had been promised them, without any actual collective bargaining.

Furthermore, as we have seen, Lawson, one of the respondent's foremen, played a leading part in the formation of the Employees' Committee. It was he, apparently, who created the Lawson Committee on May 10, the members of which were constituted members of the Employees' Committee on May 11. It was Lawson who suggested the meeting between the Mayor's Committee and the Lawson Committee on the night of May 10, at which the authorization giving rise to the Employees' Committee on the following day was prepared. It was Lawson who was in a great measure responsible for the preparation of this authorization at that meeting.

Again, we have seen that the Mayor's Committee and especially Cox, the chairman of that Committee, aided the Lawson Committee in the formation of the Employees' Committee. At the hearing it was claimed by the respondent and by various members of the Mayor's Committee that the Mayor's Committee had no connection with the respondent, that it was an independent body acting solely in the interest of the City of Cookeville in aiding the Lawson Committee to form the Employees' Committee. Just as in the case of the Watson Committee, however, we are convinced that the activities of the Mayor's Committee in connection with the formation and administration of the Employees' Committee were authorized, encouraged, and even engineered by the respondent itself. The activities of the Mayor's Committee evince a zealous motive to protect the interests

of the respondent. The presence of this motive is inconsistent with any contention that the Mayor's Committee had no connection with the respondent, and was acting as an independent body solely in the interest of the City of Cookeville. Moreover, the remarks of Davis to the respondent's employees prior to the formation of the Employees' Committee, as well as the remarks of other members of the Mayor's Committee during the meetings between these two committees, indicate a definite authority in the Mayor's Committee to deal with the situation at Cookeville within certain limits on behalf of the respondent. Although it is true that all demands worked out between the Mayor's Committee and the Employees' Committee were actually presented to the respondent for acceptance, their acceptance came immediately as a matter of course and admittedly entailed no actual collective bargaining between the respondent and the Mayor's Committee.

Convincing proof of the respondent's association with and sponsorship of all of the activities of the Mayor's Committee can be found not only in the above considerations, but also in the support contributed to the Mayor's Committee by the respondent. We have seen that Cox, the chairman of the Mayor's Committee, at least on one occasion, phoned Lawson at the Cookeville plant and discussed certain demands to be made of the respondent by the Employees' Committee. We have also seen that Cox on numerous occasions made phone calls to the respondent at Nashville, all of which were paid for by the respondent. These calls admittedly related to the situation prevailing at Cookeville, namely, the current organization activities of the respondent's employees. At least one of these calls was made specifically in connection with the demand of the Employees' Committee for a five day, 40 hour week.

From the discussion above, it is clear that the respondent dominated and interfered with the formation of the Employees' Committee. That it also dominated and interfered with the administration of the Employees' Committee is inherent in the participation of Lawson and the Mayor's Committee in its affairs. As presently constituted the administration of the Employees' Committee is dominated not only by Lawson but also by Powell, another supervisory employee of the respondent. That the respondent contributed support to the Employees' Committee is clear from the fact that the respondent permitted the Employees' Committee to carry on its affairs in the Cookeville plant during working hours and apparently without loss of pay to its employees engaged in such affairs.

We find that by dominating and interfering with the formation and administration of the Employees' Committee and by contributing support to that organization the respondent has engaged in unfair labor practices within the meaning of Section 8 (2) of the Act and

has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. The Employees' Committee having been found to be a labor organization dominated in its formation as well as in its administration by the respondent, the agreement between that Committee and the respondent granting the committee bargaining rights for the period of a year is null and void.

The respondent's discrimination in regard to conditions of employment

At the hearing, four employees who were active members of the Amalgamated and who attended the meeting of the Amalgamated on May 28 testified that immediately after that meeting their machines sewed shorter stitches than they had sewed before and that they were in consequence unable thereafter to make their production quota. The complaint alleges that the respondent deliberately brought about the condition which lowered the production of these employees and has thereby discriminated in regard to conditions of employment in order to discourage membership in the Amalgamated in violation of Section 8 (3) of the Act. In its answer the respondent alleged that it was "not informed" as to the aforementioned allegation and at the hearing, through Padgett, denied that it had ever discriminated against its Cookeville employees in any manner whatsoever because of their membership in the Amalgamated. We find that the evidence before us clearly supports the allegation of the complaint with respect to discrimination.

That the respondent knew which of its employees were members of the Amalgamated and which of its employees had attended the meeting of that organization on May 28 is clear. Lawson had stationed himself near the meeting place on the evening on which the meeting was held. Cox was also there. That both of these men were keeping this meeting under surveillance is obvious. That both were in the service of the respondent is also obvious. Lawson's employment by the respondent as a foreman, we have already mentioned. Cox, as we have already seen, phoned the respondent at Nashville the day before the meeting was held and told the respondent that the meeting would be held. Asked why he made this phone call, he answered that it was made in order to prevent the meeting and to secure the aid of the respondent in preventing it. Just one hour before the meeting was held, Jones, the secretary-treasurer of the respondent, phoned Cox from Nashville. Immediately after the meeting was held, as well as early the following day, Cox again phoned the respondent at Nashville. Admittedly, all of these phone calls were charged to and paid for by the respondent and all concerned the meeting of the Amalgamated. That Cox kept the respondent fully posted on all of

the circumstances surrounding this meeting is indicated by his testimony to the effect that in one of these phone calls he and Jones discussed the success of the meeting, and that he and Jones thought "they didn't get anywhere with it." These phone calls and the numerous other phone calls between Cox and the respondent already mentioned show Cox's relationship to the respondent. We are convinced that Cox in all of his activities in connection with the events with which we are here concerned was acting as a representative of the respondent.

When the respondent's employees returned to work on May 31, the next regular work day after the meeting of the Amalgamated, the machines of all of the employees, except those of four employees who were members of the Amalgamated and who had attended the meeting, were in good working order. These four employees were: Rosalie Hawkins, Ruby Carter, Anna Burgess, and Robbie Coakley. Each of them immediately complained to the respondent that her machine was sewing shorter stitches than the machines of the other employees and that she was in consequence slowed up in her work. No attention was paid to these complaints by the respondent until they had been renewed numerous times. Hawkins testified that she complained to Padgett four or five times before her machine was fixed. Carter testified that although she complained to Padgett numerous times he did nothing about fixing her machine for a period of two or three weeks. Hawkins also testified that after she had complained to Padgett several times, Padgett sent Hutchings, a member of the Employees' Committee, to fix her machine. Hutchings, who was not regularly assigned to repair Hawkins' machine, at that time shortened the stitches on her machine rather than lengthened them, so that her work was slowed up more than it had been before.

At the hearing Padgett admitted that complaints had been made to him about short stitches by some of the aforementioned four employees, but testified that he took care of these complaints immediately. He denied that the stitches on the machines of these employees were deliberately shortened and claimed that the machines naturally sewed shorter stitches at that time than at any time before because of the heavier materials passing through them. It clearly appears from Padgett's testimony, however, that the Cookeville plant had been operating on heavy materials for about a month prior to the time that any complaints were made. All the machines had evidently been adjusted for heavy materials at the time such operations began. The maladjustment of the machines of the four employees after May 28 clearly had no relation to any change in operations from light to heavy materials.

We are convinced that the maladjustment of the machines of Hawkins, Carter, Burgess, and Coakley following the meeting of the

Amalgamated on May 28 did not come about accidentally. That meeting clearly apprised the respondent of the fact that its plan to destroy the Amalgamated through the creation of the Watson Committee and the Employees' Committee had not met with full success. In view of all the circumstances, we conclude that the respondent deliberately brought about the maladjustment of the machines of these employees to prevent them from making their quota of production because of their membership and activity in the Amalgamated. We find that this action was taken by the respondent to discourage membership in the Amalgamated. By its conduct the respondent has discriminated against Hawkins, Carter, Burgess, and Coakley in regard to conditions of employment, and has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Other acts of interference by the respondent

We have already referred to the respondent's surveillance of the meeting of the Amalgamated on May 28, through Cox and Lawson. We have seen that the respondent, acting through Lawson, on numerous occasions, urged its employees not to join the Amalgamated and threatened them with the loss of their jobs through the closing of the Cookeville plant if they did join. We have already referred to Cox's conduct in connection with the parade of the Amalgamated at Cookeville on June 7. We have seen not only that Cox on several occasions phoned the respondent at Nashville with respect to this parade, but also that the respondent phoned Cox from Nashville several times with respect thereto. Before the parade was held Cox gathered together an army of "recruits" to present a formidable display of arms to the invading "thugs." That Cox was acting on behalf of the respondent cannot be questioned. By all of the aforementioned acts the respondent has clearly interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

We have seen that the respondent on June 11, through its forelady Jernigan, urged its employees who were members of the Amalgamated to withdraw from that organization; that on the same day these employees were sent to the basement of the Cookeville plant by Jernigan in order to sign a paper which would effect their withdrawal from the Amalgamated; that thereafter they were taken to an attorney's office by foreman Lawson, by Quarles, the Chief of Police of Cookeville, and by others, where the paper was actually signed. These events clearly indicate a conspiracy between the respondent and the police of Cookeville to deal a death blow to the Amalgamated. The presence of Quarles in the Cookeville plant on that day, and his

cooperation with Jernigan and Lawson, supervisory employees of the respondent, in obtaining the withdrawals of the respondent's employees from membership in the Amalgamated, are convincing proof of this conspiracy. That the respondent was not averse to engaging in a conspiracy of this nature is clearly revealed by its numerous other acts of hostility toward the Amalgamated at Cookeville, and especially by its use of the Mayor and various business men of Cookeville in its efforts to destroy the Amalgamated. By its conduct in obtaining the aforementioned withdrawals of its employees from membership in the Amalgamated, as well as by other acts set forth above, the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Although the facts herein related concerning the passage by the City of Cookeville of the ordinance prohibiting the distribution of literature within that city at a time when Amalgamated organizers began arriving in Cookeville, and the arrests of the organizers under such ordinance, and also the facts relative to the brutal attacks made upon Amalgamated organizers on June 3, appear consistent with acts of hostility displayed by the respondent toward the Amalgamated, we do not, in view of our other findings herein, deem it necessary to decide whether the respondent was responsible for such acts.

C. At Milan, Tennessee

During 1924 a group of businessmen and city officials of Milan, having previously persuaded the American Cigar Company to establish a manufacturing unit at Milan, organized the Milan Improvement Company, herein referred to as the Milan Company, for the express purpose of erecting a plant to house such a unit. The Milan Company immediately obtained funds through the sale of its stock to businessmen, city officials, and townspeople of Milan, and the plant, herein referred to as the Milan plant, was erected. The American Cigar Company commenced operations at the Milan plant shortly thereafter and continued such operations until 1930. Upon abandonment of all operations by the American Cigar Company at the Milan plant during that year, the Milan Company immediately set out to find another manufacturer to occupy it. In the latter part of 1931 the Milan Company succeeded in interesting the respondent. On December 17, 1931, the respondent entered into an agreement with the Milan Company to establish operations in the Milan plant early in 1932. By this agreement, which was to run for a period of five years and which was made renewable at the respondent's option at the end of such period, the Milan Company agreed to furnish the Milan plant to the respondent rent free, to furnish the respondent

with light, power, and water, free of all charge, and to hold the respondent free of all city taxes. Under this agreement, the respondent commenced operations at the Milan plant early in 1932 and has at all times since continued its operations there. At the present time the respondent is operating, at the Milan plant under the same agreement, it having renewed the agreement of December 17, 1931, with the Milan Company.

During 1934 the respondent threatened to abandon all operations at the Milan plant, claiming that such plant was inadequate for its purposes. This threat had an immediate effect. The Milan Company, anxious to keep the respondent in Milan, determined to make the Milan plant more adequate by building an addition thereto. Unable to obtain funds for such an addition by the sale of more of its stock to the businessmen, city officials, and townspeople of Milan, the Milan Company with the aid of the City of Milan, which pledged its tax warrants as security, obtained a loan from an insurance company with which to build the addition. After the addition was completed the Milan Company, with the aid of the respondent, forced the respondent's employees to enter into an agreement for the purchase of its stock. By this agreement, prepared by the Milan Company and distributed by the respondent among its employees with an accompanying admonition that they would have to sign if they wanted to retain their jobs, each employee agreed: ". . . I will purchase ten per cent of my net salary each pay day in stock in the Milan Improvement Company, and hereby direct, authorize and instruct the manager of said factory (Milan plant) to deduct and retain out of my salary check on each pay day, ten per cent of the amount due me, with the provision that the amount shall not exceed \$2.50 any pay day, and turn the same over in cash to the Secretary of the Milan Improvement Company for credit on said stock, just so long as I am employed, or until the amount purchased by all employees, and paid in, amounts to sufficient sum to liquidate the expense of the addition to our factory building and other improvements."

Although a considerable number of the respondent's employees signed this agreement, no deductions were ever made by the respondent thereunder, this agreement having been immediately pronounced invalid under the National Industrial Recovery Act, then in effect. Thereafter another agreement was passed among the respondent's employees for signature. This agreement, which similarly was signed by a considerable number of the respondent's employees, contained the same provisions with respect to the purchase of stock as the previous one, but obligated each employee individually to make payment for such stock directly to the Milan Company at the office of the Milan Chamber of Commerce. In order to facilitate collection of the

amounts due under this agreement, the respondent each week sent its payroll records to the Milan Company. When an employee failed to make his payments, the Milan Company immediately notified the respondent of this fact; thereupon the respondent made every effort to see that such payments were made.

Given to understand by the respondent that their jobs were in jeopardy unless they discharged their obligations to purchase weekly the stock of the Milan Company, the respondent's employees continued to purchase this stock, but with an ever-growing unwillingness. During the latter part of 1936 or early part of 1937, the respondent discharged Herbert Bandy, one of its employees, because, as he testified, "I wouldn't pay the ten per cent." At that time Bandy was \$29.75 in arrears. After his discharge, Bandy applied to L. E. Dietz, the respondent's resident superintendent at the Milan plant, for reinstatement but received no encouragement. Bandy then went to see Hedrick, the respondent's general superintendent at Nashville. Hedrick informed Bandy that he could return to work "if it is all right with Mr. Dietz." He also promised to write Dietz a letter about the matter. About a week or ten days later Dietz called Bandy and told him he could go back to work but that he would first have to see Mildred Bryant, Dietz's secretary, to "fix it up with her." When Bandy interviewed Bryant, he was told that he could go back to work if he agreed to perform his obligation to purchase stock in the Milan Company and if he forthwith agreed to pay the \$29.75, which he already owed to the Milan Company. Bandy promised Bryant that he would perform his obligations to the Milan Company, but stated that he was unable immediately to pay the \$29.75. Bryant then sent him to a local bank to borrow the money. This bank loaned Bandy \$30.00, and in consideration for the loan took an assignment of a portion of his weekly wages for a period of six weeks. Having promised the respondent to discharge his obligation to purchase the stock of the Milan Company, and having paid up the \$29.75 that he owed to that company, Bandy was forthwith put back to work by the respondent.

During the early part of April 1937, a considerable number of the respondent's employees were in arrears in their weekly payments to the Milan Company. These employees were at that time not only pressed for payment by the Milan Company, but by the respondent as well. As one of the employees put the matter, the respondent was constantly "pushing" them for payment. On one occasion during the early part of April, Bryant called a meeting of the respondent's employees and told them that they would have to pay up if they wanted to continue working. Already dissatisfied with their wages and working conditions, and concerned about the threat made by the respondent through Bryant, the respondent's employees at that time

began discussing the advisability of organizing for the purpose of improving their wages and working conditions and for the purpose of insuring the stability of their jobs.

On April 20 a group of the respondent's employees, including James Gilley and L. E. Bishop, cutter and bundle-boy, respectively, in the respondent's playsuit department, decided to invite an organizer of the Amalgamated to come to Milan, and contributed to a fund to cover the expenses of such organizer. Later the same day Gilley was approached by G. B. Harris, the cutting department foreman, and was advised to stop "agitating labor." With respect to his conversation Gilley testified: ". . . he (Harris) said to me, 'well, Gilley, I am afraid you got yourself on the spot.' I said, 'Just what do you mean, on the spot?' He said, 'Well you are agitating labor.' He said, 'Well, you are saying we will get together and do this and do that . . . That is bad business . . . They will let you out . . . May not for that, but something else, so the best thing for you is to be quiet.'" Thereafter the group did nothing with respect to their decision to invite an organizer of the Amalgamated to Milan.

On May 3 news of the closing of the respondent's three Nashville plants on May 1 reached the Milan employees. On the following day, Dietz, superintendent of the Milan plant, approached Bishop and asked Bishop if he would let him read a clipping on the closing down of the Nashville plants, which he evidently knew Bishop had in his pocket. Bishop gave the clipping to Dietz who, after reading it, entered into a discussion with Bishop about the Amalgamated. Later that day, Dietz again approached Bishop and remarked that a rumor had been spreading among the employees to the effect he and Bishop were at odds as a result of the latter's interest in joining the Amalgamated. At that time the Amalgamated had not yet made its appearance among the Milan employees. Bishop immediately investigated the rumor. He returned and told Dietz that the only rumor which he had been able to uncover was to the effect that he had said that an organizer of the Amalgamated was coming to Milan on the following day. Immediately thereupon Dietz, according to Bishop, remarked: "Well don't you let that get started. . . . Don't you have anything to do with that. . . . Mr Hedrick is going to put you over playsuits, and if he finds that out, he will never do it."

About May 5, R. W. Comer, chairman of the board of directors of the respondent, came to Milan, addressed a meeting of Milan businessmen at the Exchange Club there, and then attended a strawberry festival with some of the Milan businessmen. After spending the greater portion of the day with the businessmen of Milan, Comer went to the Milan plant and addressed the respondent's employees. In his address he commented upon the good work done by the Milan

employees, quoted verses from the Bible, and told the employees he was an old man and that his days were numbered. Bishop testified: "Then he (Comer) told us he had met up with businessmen, citizens of Milan, and they were very fine people . . . Then he went on to say that if we ever needed any advice to go to the good citizens of Milan, that there would be people around to try to lure us into things we didn't know anything about, and for advice to confer with our businessmen of Milan."

On May 13 several organizers of the Amalgamated came to Milan and immediately began to solicit memberships in the Amalgamated among the Milan employees.

On the following day these organizers were approached by Dr. O'dell Fields, one of Milan's leading citizens, a dentist by profession, a member of the Exchange Club and the Chamber of Commerce, and a stockholder in and former president of the Milan Company. They were told by him that "it would be best for them to leave town." When asked at the hearing why he had so spoken to the organizers of the Amalgamated, Fields testified: "Because I had heard that they had come to organize and there had become some disturbance around town. Some of the boys around town had wanted to get them out of town. I told them not to do it." Although the organizers did not immediately follow Fields' suggestion "to leave town," they left Milan within a day or two. The work of soliciting membership in the Amalgamated was thereafter carried on by Bishop and other employees of the respondent.

On Saturday, May 15, a movement was started among the Milan employees to organize a labor organization in opposition to the Amalgamated. The Milan plant did not operate on that day, but the respondent's office force, including Mildred Bryant and Ada Mae Kestner, the latter a timekeeper and typist, worked during the morning of that day. At ten o'clock that morning, a group of the employees met in the respondent's office for the purpose of discussing the formation of a labor organization local to the Milan plant. Among the employees present at this meeting were the following: Mildred Bryant; Ada Mae Kestner; Ruth Williams, a shirt department employee; Leonard Boyd, a machinist; Paul Kestner, a shipping department employee; John H. Acree, a marker; Charlie Fields (cousin of O'dell Fields), an instructor and supervisor in the respondent's finishing department; Tilley Arrington; Harry Prendergast; and Carmen Taylor. Who called these employees together at the plant on that morning is not clear from the record. That it was unusual for all of them to be at the plant on Saturday morning, when the plant was not operating, is apparent. Bryant testified that the employees came to the plant without any invitation from her in order

to ask her if they should-try to form a labor organization. She admitted that she told them that if the rest of the employees wanted their own organization, "it was well and good" and that she would assist them in getting such an organization started.

During the afore-mentioned meeting a petition was prepared with the assistance of Bryant and copies were given to some of the employees present. This petition was designed for circulation among and signature by the respondent's employees. The exact wording does not appear in the record. However, from the testimony of numerous witnesses, it is clear that it was so worded as to indicate that the signer was in favor of self-organization and pledged himself "not to join any union until Monday morning." After this meeting, Acree, Prendergast, Fields, and several of the office workers visited most of the employees at their homes and obtained their signatures to the petition.

Upon leaving the plant Saturday morning, May 15, Fields met Bishop and asked him to sign his copy of the petition, stating "that they were wanting to start a home organization." Bishop refused to sign, and when he questioned its legality, Fields remarked: "Mrs. Bryant typed (it) off and said it was all right for us to carry it around." At the hearing Acree, who spent the greater part of Saturday in obtaining signatures to the petition, testified:

Q. Why did you understand it was necessary to get that petition signed up?

A. Well I had heard that they (Amalgamated organizers) were here, I didn't know they were here.

Q. You had heard they were in town?

A. Yes, sir, and we wanted the majority of the factory to have what they wanted.

Q. You wanted the majority?

A. We didn't want them (Amalgamated organizers) to get out here and run around at twelve or one o'clock at night and solicit these members and the factory not know it . . .

During the afternoon of May 15 Charles Handy, general organizer for the Amalgamated in Tennessee, came to Milan from Nashville at the request of the organizers who had been accosted on the day previous by O'dell Fields. He conferred with these organizers and was told by them that they had been under constant surveillance since they came to Milan and that they had been told to leave Milan by one of Milan's leading citizens. Having heard their story, Handy called on J. M. Cresswell, the Mayor of Milan and president of the Milan Company. Handy informed Cresswell that he had come to Milan as a representative of the Amalgamated to investigate certain acts of interference by the citizens of Milan with the activities of:

the organizers for the Amalgamated. He related to Cresswell what had been told to him by these organizers and asked Cresswell what he knew about the matter. Cresswell curtly replied that he knew nothing about the activities of the citizens of Milan with respect to the Amalgamated, and suggested that he would like to have Handy meet with a few of Milan's leading citizens. Handy expressed his approval of such a meeting because, as he testified, ". . . I thought that as a union I had a case to put before the gentlemen of the town, and that I was sure that talking with them I could convince them that the Union was not such a bad thing as they probably had heard through adverse propaganda."

Thereafter a meeting was immediately arranged by Cresswell. This meeting was held at the Milan Bank and was attended by the following people in addition to Handy and Cresswell: John Leslie Haney, editor, member of the Exchange Club, a stockholder in and former president of the Milan Company; J. D. Denney, cashier of the Milan Banking Company and a stockholder and director of the Milan Company; and Clyde Alexander, vice-president of the Farmers-Peoples Bank of Milan, president of the Milan Chamber of Commerce and a stockholder and director of the Milan Company. With respect to what took place at the meeting, Handy testified:

There at that meeting we discussed quite at length, about an hour and a half, what the advantages of the Union were. and in that talk I sensed that those gentlemen with whom I was talking did not think a whole lot of the Union. . . . So I asked them why, without knowing anything about the Union, they objected so violently. . . . So I asked them what they had specifically in mind in opposition to the organization. They told me that they were afraid that Milan being organized, the Milan employees of the Washington Manufacturing Company here being organized as the Amalgamated Clothing Workers of America, it would close down the plant. . . . I asked them what they based that on. At that time Mr. Haney said that he knew positively that they would close down, and I asked him how he knew positively, and he said that a group of men (including Haney) had been to see Mr. (R. W.) Comer and Mr. Comer had said it would close down if the C. I. O. organized.

Haney denied having made the remarks attributed to him by Handy and also denied ever having been told by Comer that the Milan plant would close down if the Amalgamated organized the employees there. He admitted that he had engaged in an extended discussion with Handy about the Amalgamated, but refused to divulge any of the details of that discussion. Haney's obstinacy and evasiveness on the stand warrant us in giving his denial no

credence. Both Cresswell and Denney, who were not present during the entire meeting, testified that they did not hear Haney make the remarks attributed to him by Handy, while they were present. Alexander, who was present at all times denied that Haney had made such remarks. It is clear, however, from the testimony of Cresswell, Denney, and Alexander not only that Handy was informed at this meeting that the Amalgamated was not welcome at Milan, but also that there was considerable discussion as to closing down of the Milan plant as a result of the activities of the Amalgamated. Cresswell frankly testified that he gathered from the discussion that the Amalgamated was not welcome at Milan. Denney, who looked upon the activities of the Amalgamated among the Milan employees as a case of "small pox" for Milan, admitted that he remarked to Handy that he thought that the respondent would close down the Milan plant. He stated, however, that his remarks merely expressed his own opinion. Alexander testified that all of the citizens of Milan present at this meeting expressed the opinion that the Milan plant would close down if the Amalgamated organized the respondent's employees and made the demands which it had planned to make. Alexander admitted that Comer's name was mentioned frequently during the meeting, but denied that it was ever mentioned by anyone in connection with his statement of opinion as to the effect of the activities of the Amalgamated on the operations of the Milan plant. Comer did not testify at the hearing. Handy's testimony as to what took place at this meeting, as is apparent, is supported in great measure by the testimony of Cresswell, Denney, and Alexander. We do not question its reliability. We are convinced that Haney made the statement attributed to him by Handy.

Shortly after the aforementioned meeting Denney and other businessmen of Milan met with a group of the employees, including Boyd and Acree, at the Farmers-Peoples Bank of Milan. Acree testified that this meeting was called by the employees interested in creating a labor organization, and was for the purpose of advising the businessmen that the employees did not want the picnic which was being planned for them by the townspeople of Milan, and furthermore, that they did not want any help in getting a labor organization started. Upon leaving the bank with some of the other employees present at this meeting, Boyd met Warmath McConnell, another employee of the respondent, and was asked by him, "What is all the excitement about?" Boyd answered, "Oh, nothing," and added that "they were going over to the factory." McConnell then entered the bank and proceeded to one of the back rooms. There, he testified, he saw Acree addressing the businessmen and heard him tell them that "they (the respondent's employees) didn't want them in it . . . it was the employees only."

Upon the adjournment of the meeting at the bank, a meeting was held in the respondent's office at the Milan plant. This meeting was presided over by Mildred Bryant and was attended by some of the employees who had met with her early that morning, including Acree, Boyd, Charlie Fields, Ruth Williams, Dave Kestner, and Ada Mae Kestner, as well as by other employees. McConnell came to this meeting shortly before it was concluded. At this meeting the employees who had circulated the petitions prepared with the aid of Bryant early that morning, deposited their signed copies of the petition on a desk in the respondent's office. What became of this petition thereafter, the record does not show. During this meeting Bryant stated that if the Amalgamated organized the respondent's Milan employees and the respondent granted a wage increase, it "couldn't pay it and the plant would close and the best thing they could do was to organize, get a union of their own." She also stated "that she nor Charlie Fields nor any of the office girls could take part" because of their official positions with the respondent. Thereupon plans were laid for the formation of a labor organization and the meeting was adjourned.

Immediately thereafter Boyd and McConnell began looking for an attorney to aid the group in carrying out its plans. McConnell testified that someone passed a slip containing the names of three Trenton, Tennessee, lawyers, to him when he was leaving the plant. Where this slip originated, McConnell did not know. He testified that he and Boyd immediately proceeded to Trenton to interview these lawyers. Dissatisfied with their interviews with two of the lawyers, they returned to Trenton on the following day to see the third lawyer, Robert P. Adams. McConnell testified that they were anxious to get a good lawyer, because they "didn't want to leave any loop-holes for the C. I. O." McConnell and Boyd were impressed with Adams, even though they knew that his only previous experience in labor matters involved representing owners of cotton mills in labor disputes with their employees. Immediately after interviewing Adams, McConnell and Boyd went to the home of Irene Bryant, an employee of the respondent and a sister of Mildred Bryant, to report to a group of employees there on the results of their search for an attorney.

Arrangements having previously been made with O'dell Fields or Mayor Cresswell for the use of the Masonic Hall of Milan by the group interested in forming the labor organization, a meeting for all of the respondent's employees was held at that Hall late in the afternoon on May 19. Before this meeting was held, the employees were urged to attend by Charlie Fields and by Martha Solomon, a forelady. Early in the afternoon of May 19, Solomon asked Louise

Daniel, one of the employees, if she was going to attend. Daniel testified: "I said, 'I don't know whether I am or not.' She (Solomon) says, 'Aren't you interested enough in your work to want to go and know what it is all about?' I said, 'I am working, ain't I?' And she said, 'Well, I would go then.'" Fields approached Mattie Meredith on the afternoon of May 19, and urged her to attend the meeting and as well "to talk to all of the other girls and try to get them to come." This meeting was attended not only by the respondent's employees, but by businessmen and preachers of Milan as well. O'dell Fields was present and addressed the meeting and the preachers did likewise. During this meeting an organization committee consisting of Paul Kestner, Boyd, and McConnell, was chosen by the employees. This committee was authorized to proceed with the formal organization of a labor organization.

Immediately following its appointment the organization committee went to Adams, employed him as its attorney, and asked him to draw up a constitution and by-laws. Without the aid of any of the committee members, Adams immediately prepared a plan of organization with rules and by-laws. Thereupon the organization committee called a meeting of the employees for May 21. Employees were urged to attend this meeting in the same manner as they were urged to attend the meeting of May 19. The meeting of May 21, also held in the Masonic Hall of Milan, was attended by more than 200 employees, including Charlie Fields and other supervisory employees. At this meeting the plan of organization with its rules and by-laws, formulated by Adams, was read to the employees and approved. Thereupon the original copy of the plan of organization with its rules and by-laws was passed among the employees for formal adoption by signature. Employees were urged to sign by Fields. The plan of organization having been approved by practically all the employees present, the Milan Association formally came into existence. The officers and employee representatives of the Milan Association provided for in the plan of organization were immediately chosen and inducted into office. W. B. Foster, head machinist employed by the respondent, was chosen president; John Acree, vice-president; and Irene Bryant, secretary-treasurer. The employee representatives chosen were the following: Paul Kestner; Irene Bryant; John H. Acree; Warmath McConnell; and Mrs. Virnell Davidson. Since the Milan Association, under the provisions of its plan of organization, which will be fully discussed at a later point, could not properly function before the respondent had approved the plan, had appointed representatives as provided therein, and had agreed to assume certain obligations set forth therein, it was decided at the meeting on May 21 to present the plan of organization immediately to the respondent for its acceptance and approval in writing.

On May 22 a committee representing the Milan Association and Adams met with Hedrick, the respondent's general superintendent. At that time Adams laid before Hedrick the plan of organization of the Milan Association and asked him to accept it and approve it in writing. Whether a list of those employees who had joined the Milan Association was turned over to Hedrick at that time is not clear from the record. All members of the committee testified that certain documents were turned over to Hedrick by Adams; some however were not sure whether a list of members of the Milan Association was among these documents. Foster, the president of the Milan Association, who attended the meeting with Hedrick, testified at first that the list of members was turned over to Hedrick at that time. After affirming this testimony on numerous occasions, he retracted all that he had said and testified that he did not know what documents were turned over to Hedrick by Adams. Upon examination of the plan of organization of the Milan Association, Hedrick orally approved and accepted it. Unauthorized to approve and accept the plan in writing, Hedrick took a copy of the plan to Nashville and submitted it to Comer, the respondent's president. On May 25 the respondent, through Comer, notified the Milan Association that it had approved and accepted the plan of organization in all respects, and furthermore, that it had appointed Hedrick and Jones, the latter being the respondent's secretary-treasurer, as its bargaining representatives under the plan.

Immediately upon the receipt of this notification of approval and acceptance of its plan of organization by the respondent, the Milan Association posted the notification in the Milan plant and wired the respondent at Nashville "requesting and demanding that you operate factory here forty hours, five days per week beginning this week."¹⁵ On May 26, without having discussed this demand with the Milan Association, the respondent wired the Milan Association as follows: "Your wire of yesterday received we agree to the demand made therein." Although some of the employees thereafter worked five days, 40 hours per week, not all of them were put on this schedule. On June 1 the representatives of the Milan Association, accompanied by Adams, went to Nashville in Mayor Cresswell's car, and there met with Jones and Hedrick. The Milan Association at that time asked the respondent for a 10 per cent wage increase for both time and piece workers. On June 3 Hedrick came to Milan, called together all of the representatives of the Milan Association at the plant on that day, and notified them that the respondent had granted their request for a wage increase.

¹⁵ At that time the respondent was operating the Milan plant eight hours per day, three days per week, operations having been cut down from five to three per week on or about April 23.

Among those employees who joined the Milan Association on May 21 were a number who had previously signed application cards for membership in the Amalgamated. However, the bulk of those employees who had previously signed such application cards failed to join the Milan Association on that day. These employees, as well as others who failed to join on May 21, were thereafter made the object of a drive for membership in the Milan Association. This drive was openly carried on in the Milan plant during working hours by Foster and Charlie Fields. The activities of Foster and Fields in this connection are clearly portrayed in the record before us. Fields spent a considerable part of his time urging the employees in his department as well as in other departments to join the Milan Association. He told them, among other things, that the respondent would close down the Milan plant as it had closed down the Nashville plants on May 1 if they did not join the Milan Association and if the Amalgamated won out. In urging one of the employees to join the Milan Association, Fields stated that joining "would be the best thing that ever happened" to her, and added that if she knew "what he knew" she "would run to sign the card (in the Milan Association)." Lillian Fuchs, a presser working under Fields testified: ". . . Charlie Fields asked me to join the home union (Milan Association) . . . and I asked him then if I didn't what would he do to us. He said it would be hard, he would hate to see us girls get into trouble." Essie McAlexander, another employee who had been approached on numerous occasions by Fields and had been urged by him to join the Milan Association, testified that on one occasion Fields said "he was not satisfied for me to go home without signing a card." When Fields was successful in persuading an employee to join the Milan Association, he immediately sent for Foster who "signed up" that employee.

Several days after the Milan Association came into existence Fields discussed it at a restaurant in Milan with Pauline Bennett, an employee in the playsuit department. Bennett testified:

Q. What did he (Fields) have to say on that occasion?

A. Well, he just said the factory would shut down if the girls didn't sign up.

Q. Did he offer you a card at that time?

A. No; he said I could get one at the factory from Mr. Dietz.

That all of the records of the Milan Association, including its membership cards, were at times in the constructive possession of Dietz is clear from the testimony of Foster. Foster, who as chief machinist had ready access to the respondent's office, testified that he from time to time kept all of the records of the Milan Association

in a desk in the respondent's office. Furthermore, Bryant admitted that at least on one occasion she placed the records of the Milan Association in the respondent's safe. Foster, like Fields, openly urged the employees to join the Milan Association during working hours. The record indicates that Foster used the respondent's office as the headquarters of the Milan Association and clearly shows that he at least on one occasion there, in presence of Hedrick and Dietz, "signed up" an employee for membership.

Foster did not restrict himself to urging the employees to join the Milan Association, but also promised them benefits in return. This clearly appears from the testimony of Herbert Bandy, a member of the Amalgamated. Until shortly before the hearing in this proceeding Bandy worked as a belt boy, assigned to Boyd, and took orders from Boyd as well as Foster, Boyd's superior. About a week prior to the hearing Ault, the foreman in charge of the stitching room, upon orders from Dietz, assigned Bandy to work as a bundle-boy and told him to work for Boyd in his spare time. Bandy on numerous occasions thereafter complained to representatives of the Milan Association that he was being worked too hard. Nothing, however, came of his complaints. Bandy testified:

Q. Mr. Foster has never told you anything in regard to your work, and the lessening of your work, should you do certain things?

A. Yes, sir, he told me if I would sign up his card, his Union, that he would make it easy on me.

Q. Now, you said Foster told you if you joined his association that he would take it up with the Committee and see what he could do for you?

A. He said he would make it light on me.

Q. Sir?

A. He said he would make it easy on me.

Q. By taking it up with his committee?

A. He didn't say anything about the Committee.

Hostile toward the Amalgamated and sympathetic toward the Milan Association, Mayor Cresswell also devoted some of his time to urging the employees who had not yet joined the Milan Association to "sign up" with that organization. He visited some of these employees at their homes, had others come to his office, and told them that joining the Milan Association was "the thing to do." Although the record does not indicate whether other town officials of Milan actively sought to increase the membership of the Milan Association, it does clearly show that they as well as the Milan

businessmen all favored that organization as against the Amalgamated. Thus the businessmen displayed placards in the windows of their establishments reading as follows:

We Are 100% For The Organization of Milan Employees Association A Local, Southern, White American Organization—
And against C. I. O. and all other Communistic or outside labor interference.

On May 24, just three days after the Milan Association was organized, the respondent began discharging its playsuit department employees. By May 27 it had discontinued all its playsuit operations and had discharged practically all its employees who had been employed on such operations. Those employees who had been engaged in cutting cloth for playsuits and those who had been engaged in finishing playsuits were not discharged. Between May 24 and May 27 the former were assigned to cutting cloth for work shirts, while the latter were assigned to finishing work shirts. As the respondent discharged its playsuit department employees, it drafted some of the workers in that department for use on work shirts. Several of the playsuit department employees who were discharged between May 24 and May 27 were reinstated to employment on work shirts on the day following their discharge, while others were reinstated to such work within several days thereafter. By May 31 the respondent had reinstated 14 of its playsuit department employees and had assigned them to employment on work shirts. Between June 1 and June 24 the respondent had similarly reinstated 29 other of its playsuit department employees. On June 21 the respondent added four employees to its work shirt department, these having been hired for the first time since the closing of the playsuit department. At the close of the hearing in this proceeding the respondent had not resumed operations in the playsuit department and a considerable number of its playsuit department employees were still out of work.

Although the organization of the Milan Association, followed by the closing of the playsuit department, an Amalgamated stronghold, dealt a serious blow to the efforts of the Amalgamated to organize the Milan employees, the bulk of the employees who had previously joined the Amalgamated continued their association with that organization and participated in its affairs. On or about June 14 a campaign was started to reduce the Amalgamated to innocuousness as an organizational movement among the Milan employees. At the meeting of the Milan Association on May 21 several employees who had previously joined the Amalgamated had asked how they might effect their withdrawals. At that time Adams, the

attorney for the Milan Association, announced that he would prepare a letter to be signed by members of the Amalgamated who wanted to withdraw. Such a letter was formulated by Adams shortly before June 14, and was given by him to members of the Milan Association, who drew up similar letters therefrom.

These letters, addressed to the headquarters of the Amalgamated at Nashville, all contained a statement that the signer desired to revoke his signature previously placed upon an application for membership in the Amalgamated. Between June 14 and June 30 McConnell, Boyd, and Virnell Davidson solicited signatures to these letters among the members of the Amalgamated at the Milan plant during working hours. By June 30, 36 of the employees had placed their signatures upon these letters.

The Milan Association

The complaint alleges that the respondent dominated and interfered with the formation and administration of the Milan Association, contributed support to that organization, and thereby engaged in unfair labor practices within the meaning of Section 8 (2) of the Act. In its answer the respondent flatly denied that it had engaged in any unfair labor practices in connection with the formation and administration of the Milan Association. Upon a careful review of the record before us we find that the aforementioned allegation of the complaint finds ample support in the evidence.

We have seen that the meeting in the respondent's office in the Milan plant on Saturday morning, May 15, was the first step in the organization of the Milan Association. The unusual circumstances under which this meeting was held, as well as the prominent part played by Mildred Bryant in this meeting, clearly leads us to conclude, despite Bryant's testimony to the contrary, that Bryant called the meeting. We are led to the same conclusion with respect to the meeting held in the respondent's office at the Milan plant on the same night. We have seen that Bryant during the first meeting told the employees present that if the rest of the employees wanted their own organization "it was all well and good" and that she would assist them in getting such an organization started. She also, during this meeting, helped prepare a petition for circulation among the employees to test their sentiment with respect to the organization of a local labor organization and told the employees present "that it was all right for . . . them to carry it around." At the second meeting these petitions were obviously turned over to Bryant and Bryant suggested to the employees present that in view of the presence of the Amalgamated among the Milan employees, "the best thing they could do was to organize, get a union of their own." The movement which

culminated in the formation of the Milan Association on May 21, having been put well on its way by the conduct of Bryant on May 15, her further participation therein became unnecessary. It is clear to us that Bryant planted the idea of a local labor organization in the minds of the Milan employees and that but for her conduct on May 15 neither the Milan Association nor any other local labor organization would probably ever have come into existence.

The responsibility for Bryant's conduct clearly rests with the respondent. Her activities carried on in the respondent's place of business are as attributable to the respondent as would be similar activities on the part of Dietz, the respondent's resident superintendent of the Milan plant. Bryant's position with the respondent and her authority clearly identify her as a representative of the management in the dealings with the employees. Bryant occupies the same private office with Dietz and is in constant contact with him. She acts as Dietz's private secretary and in some measure as his administrative assistant. She also has charge of the respondent's office workers and at times interviews applicants for employment. The record is clear that on at least one occasion she rehired an employee after that employee had been laid off by Dietz. She has in her possession the keys to the Milan plant and to the respondent's office therein. As is clear from her conduct on May 15 she has the authority to use the respondent's offices for any purpose. That she possesses at least the power to recommend the discharge of any employee is apparent from her remarks to a group of the respondent's Milan employees during April 1937.¹⁶ At that time, as we have seen, Bryant called a meeting of the employees in the Milan plant, during working hours, and told them that they would have to pay up their obligations to the Milan Company if they wanted to continue working for the respondent. Finally, although Bryant testified at the hearing, she did not deny having stated at the meeting on the night of May 15, "that she nor Charlie Fields nor any of the office girls could take part" in the actual formation of a labor organization because of their official positions with the respondent.

When Bryant on the morning of May 15 told the employees that "it was all right" for them to circulate the petition which she helped to prepare, they immediately responded to her suggestion. That these employees knew that the petition was being circulated for the respondent's benefit and at its suggestion is clear from the testimony of Acree. As we have already stated Acree testified that the petition was circulated because "we didn't want them (the Amalgamated organizers) to get out here and run around at twelve or one o'clock

¹⁶ Ault, the foreman in charge of the stitching department, testified also that Bryant had the power to recommend to Dietz that an employee be discharged.

at night, *and solicit these members and the factory not know it.*" Furthermore, when the copies of the petition had been signed by the employees, they were put on a desk in the respondent's office. The speed with which the employees circulated the petition and the speed with which they set out to organize the Milan Association upon the suggestion of Bryant is highly indicative of their respect for her authority. That the respondent's Nashville officers at least knew of Bryant's activities if they had not actually ordered them, is clearly indicated by Hedrick's personal call to Bryant at the plant on the night of May 15, at a time when the plant was normally closed and when the respondent's Nashville officers had no reason to believe that anyone would be at the plant, much less Bryant specifically.

Among those who were present at and participated in the meetings in the respondent's offices on May 15 was another besides Bryant who was vested with the cloak of management, namely Charlie Fields. Fields claimed at the hearing that he was merely an employee working in the finishing department and that he had no supervisory powers. It is clear from the testimony of innumerable witnesses, however, that Fields was in charge of the finishing department, that he instructed the employees in that department and supervised their work. Employees who worked in the finishing department identified Fields as their foreman and instructor and testified that they took orders from him. Employees in other departments clearly recognized Fields as a foreman. Further, whereas employees generally in the finishing department are paid on a quota basis, Fields is paid by the hour and his pay is not dependent on the amount of work which he turns out. Moreover, his rate of pay is considerably higher than that of any other employee in the finishing department. Again, Fields had the authority to tell the employees in the finishing department when to come to work and when to cease work. One witness testified that she had been laid off by Fields on one occasion. Although Fields testified that he did not have the power to hire and discharge any of the employees in the finishing department, it is clear from the testimony of other witnesses that he did possess tantamount power, in that he could call Dietz's attention to the fact that someone should be hired or discharged.

In addition to his participation in the meetings with Bryant in the respondent's offices on May 15, at which the idea of a local labor organization was born, and in addition to his activities in connection with the petition prepared on that day, Fields thereafter played an active part in the actual formation of such a labor organization. We have seen that he, during working hours, urged the respondent's employees to attend the meetings held on May 19 and May 21, that he participated in both of these meetings, and that he, at the latter

meeting, urged the employees present to sign the plan of organization, rules, and by-laws of the Milan Association. For these activities of Fields the respondent is responsible.

The respondent is also responsible for the activities of Martha Solomon. At the time of the organization of the Milan Association, Solomon was a forelady in the stitching department, having, like Fields, virtual power to hire and discharge. We have seen that she, like Fields, urged the employees to attend the meetings of May 19 and May 21 which resulted in the formation of the Milan Association.

Even were we to assume, which we cannot under the facts before us, that these activities of Bryant, Fields, and Solomon were unauthorized by Dietz and by the other officials of the respondent, the approval and acceptance of the plan of organization of the Milan Association by such officials, with the obvious knowledge of the circumstances under which it was brought into existence, clearly constitutes a ratification by the respondent of the activities of these persons. On the basis of all of the foregoing considerations, we find that the respondent dominated and interfered with the formation of the Milan Association.

That the respondent contributed to the support of the Milan Association after its formation is clear. It permitted the Milan Association to use its bulletin boards to announce that it had approved and accepted the plan of organization of the Milan Association, and also permitted the Milan Association to keep its records in its offices. It furthermore openly countenanced the activities of Foster and Fields in connection with the drive for membership in the Milan Association during working hours.

It appears also that the expenses of the employees' representatives of the Milan Association on their trip to Nashville to negotiate with the respondent were paid by the respondent. Section 9 (e) of the plan of organization rules and by-laws of the Milan Association, approved and accepted by the respondent, provides in part as follows:

The company shall arrange a suitable place for the regular and called meetings of the joint committee (composed of employee and employer representatives) and the expense of which and which are necessarily incident to the discharge of the duties of the joint committee shall be paid by the company . . .

At the hearing Foster, the president of the Milan Association, testified:

Q. Now Mr. Foster, will you explain the purpose of that Section (9e) of your by-laws?

A. Well, the Company Union—I mean the company representatives and the Association's representatives, if they had to

travel to Nashville, or the . . . company had to come down here; there is an expense involved, and why shouldn't they take care of it.

Q. In other words, if there were an expense incidental to collective bargaining it was your intention that the company should pay it?

A. Of course.

That the respondent has dominated and interfered with the administration of the Milan Association at all times since its formation is clear from the membership and participation of the respondent's supervisory employees in the Association. Foster, Fields, Solomon, and Mildred Bryant, all joined the Milan Association at or shortly after its inception. The supervisory character of the employment of each of these employees except Foster has already been discussed. Foster admitted at the hearing that he was the chief machinist of the Milan plant and that he had two employees working for him. His high station in the respondent's employ is clearly indicated by the fact that he, next to Dietz, is the highest paid employee in the Milan plant. Further, whereas all of the other employees except Dietz are paid on a quota or hourly basis, Foster is paid on a monthly salary basis.

All of the aforementioned supervisory employees, except probably Mildred Bryant, participated in the meeting of Milan Association on May 21 at which the officers and employee representatives were elected. We have seen that Foster was elected president. He thereafter participated in negotiations with the respondent's representatives under the plan of organization of the Milan Association. At no time did the respondent raise any objection to the membership of its supervisory employees in or their active participation in the affairs of the Milan Association. Further, immediately after the complaint in this proceeding was issued, the Milan Association met and decided to hire an attorney to represent it in the proceedings before the Board. Although it is not clear from the record whether all of the respondent's supervisory employees who were members of the Milan Association attended this meeting it is clear at least that Ault, the foreman of the stitching department, and who at the hearing identified himself as being next in authority to Dietz at the Milan plant, attended and participated.

By the membership of the respondent's supervisory officials in the Milan Association and by the participation of these supervisory officials in the affairs of the Milan Association, the respondent has dominated and interfered with and is dominating and interfering with the administration of that organization.

An examination of the plan of organization of the Milan Association clearly reveals that this instrument insures to the respondent

continued domination of and interference with the administration of the Milan Association. In addition to providing for an employees' committee composed of five representatives chosen by the members of the Milan Association, the plan further provides that "the company shall be requested to appoint at least two management's representatives . . ." Under the plan of organization the employees' representatives and the management's representatives "constitute a joint committee which shall select its own chairman and officers and arrange their own procedure." The plan sets forth in detail the functions of this joint committee. Only a few of these need here be pointed out as indicating a vested right in the respondent to participate in the internal affairs of the Milan Association. By the plan it is provided that the joint committee shall "direct and supervise" and shall act as a committee of judges of all elections of the Milan Association; and further, that "in event of a controversy concerning any nomination or election, it shall be referred to and be decided by the joint committee, which may make such provisions as considered necessary for assisting any voter, who may so request, in properly marking the ballot." Section 12 of the plan gives the respondent a vested right in the perpetuation of the Milan Association as originally organized. This section reads as follows:

Section 12. Amendments: This plan, rules, and by-laws may be amended in any respect at any meeting and which amendment shall become valid and binding only when approved by the company's representatives and at least two of the employees' representatives.

We are asked to believe from the testimony of witnesses for the respondent as well as the Milan Association, that Adams was hired to prepare the plan of organization in good faith by McConnell and Boyd acting solely on behalf of and in the interest of the employees. We have already herein set forth the mysterious circumstances under which the name of Adams was suggested to McConnell and Boyd at the close of the meeting in the respondent's office on the night of May 15, and as well the qualifications of Adams which particularly recommended him to McConnell. The circumstances, under which Adams was hired, when viewed in the light of the provisions of the plan of organization prepared by him without any aid from the employees, lead us to believe that Adams was hired to champion the interests not so much of the respondent's employees as of the respondent itself.

In any event, by dominating and interfering with the approval of the plan of organization by its employees, the respondent clearly adopted the provisions of the plan as its own. The provisions of the plan looking toward the participations by the respondent in the

internal affairs of the Milan Association invite the respondent to violate Section 8 (2) of the Act. The limitations expressed in Section 12 of the plan of organization constitute a continuing form of domination and interference by the respondent with the administration of the Milan Association.

We find that the respondent by dominating and interfering with the formation and administration of the Milan Association and contributing financial and other support to it, has engaged and is engaging in unfair labor practices within the meaning of Section 8 (2) of the Act, and has thereby interfered with, restrained, and coerced, and is thereby interfering with, restraining, and coercing, its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The closing of the playsuit department

The complaint alleges that the respondent by closing its playsuit department discriminatorily locked out its employees in that department in order to discourage membership in the Amalgamated. In its answer the respondent alleged that it "did not shut down the playsuit division of the plant or discharge and lock out any of its employees in that division because of any affiliation or interest they might have had in any union." It further alleged that "the normal season in that division had ended and respondent had a big stock and supply of finished products on hand and production had been reduced to the minimum."

These allegations, although verified by L. H. Jones, the respondent's secretary-treasurer, were not supported at the hearing by the testimony of Jones or any of the other officers or officials of the respondent who were responsible for the decision to close as well as the actual closing of the playsuit department. The respondent was content to rest its case on the testimony of several witnesses that the respondent had a large inventory of finished playsuits at the Milan plant at the time the playsuit department was closed, that it was customary to close that department for a short time during the summer months of each year, and that both members of the Amalgamated and members of the Milan Association were discharged in connection with the closing. Although some of these witnesses (Fields and Foster) were supervisory employees, none had participated in the respondent's decision to close the department and could not in consequence testify, within their knowledge, that the respondent had closed the department for the reasons alleged in the respondent's answer. The record is thus void of any testimony by any responsible officer or official that the respondent did close its playsuit division for the reasons alleged. The failure of the respondent to give any

direct testimony on this point, when viewed in the light of other considerations hereinafter set forth, leads us to the conclusion that the respondent closed down the playsuit department and discharged its employees in that department in order to discourage membership in the Amalgamated.

That the respondent harbored a bitter hostility toward any form of real collective activity among its employees and especially toward the activities of its employees in the Amalgamated, we have already seen from its conduct at Nashville. As soon as its Milan employees showed an interest in joining the Amalgamated, the respondent revealed this hostility toward these employees. On April 20, 1937, immediately after a group of employees, including Bishop and Gilley, two playsuit department employees, had decided to invite an organizer of the Amalgamated to come to Milan, Harris, as we have seen, told Gilley that he was "agitating labor," that he was in consequence "on the spot," and that the best thing for him to do was "to be quiet." On May 4, just three days after the respondent's Nashville plants had closed and immediately after Dietz, the resident superintendent of the Milan plant, had heard a rumor based upon certain remarks of Bishop that an organizer of the Amalgamated was coming to Milan on the following day, Dietz approached Bishop and told him not to "let that get started" and not to "have anything to do with that," that Hedrick, the general superintendent, was going to put him in charge of the playsuit department, but that he would no do so if he found out that Bishop had let the organization of the Milan employees in the Amalgamated "get started" and if he in any way "had anything to do" with such organization. Immediately after the Amalgamated began organizing the Milan employees on May 13, the respondent through Bryant and others set out to head off the movement toward the Amalgamated by getting the employees to sign a petition in which they pledged themselves not to do anything about joining a labor organization until the following week and signified their interest in the formation of a local labor organization. The respondent's actual participation in the formation of this local labor organization—the Milan Association—we have already set forth in detail. The primary purpose of the Milan Association—to assist the respondent in its war on the Amalgamated—is obvious from the speed with which it was formed and from all of the surrounding circumstances.

Further, Bryant specifically told the respondent's employees that it was necessary to form a local labor organization in order to avoid the closing of the Milan plant, which would follow if the Amalgamated was successful in organizing the Milan employees. Immediately after the formation of the Milan Association, the respondent

through its supervisory employees not only urged the employees to join, but also threatened that the Milan plant would close down if they did not join and if the Amalgamated in consequence won out.

Further, it was the playsuit department which showed the most interest in the Amalgamated and in which the Milan Association was able to make the least headway. Dissatisfaction with working conditions at the Milan plant, although general among the respondent's Milan employees, was especially acute among the playsuit department employees. Shortly before the Amalgamated organizers came to Milan, these employees were talking of a strike to secure better working conditions. Obviously inclined to organization, they immediately responded to the opportunity to join the Amalgamated. Prior to May 21, the day on which the Milan Association came into existence, a considerable number had joined. On May 21 about 50 of approximately 110 playsuit department employees joined the Milan Association. Among these were a group of about 15 who had previously joined the Amalgamated. The bulk of the playsuit department employees who had previously joined the Amalgamated failed to join the Milan Association. After May 21 not more than 7 other playsuit department employees joined the Milan Association. Among these also were four employees who had previously joined the Amalgamated.

The efforts of the Amalgamated to organize the respondent's Milan employees did not cease with the organization of the Milan Association. On the days immediately following May 21, and before the respondent began discharging its playsuit department employees, Bishop continued his activities on behalf of the Amalgamated and succeeded in persuading several more of these employees to join the Amalgamated. Among these were some who had already joined the Milan Association. Indicative of the strength of the Amalgamated among the playsuit department employees is a list submitted in evidence by the Amalgamated at the hearing, containing the names of 63 playsuit department employees who had joined the Amalgamated at one time or another.

The organization of the Milan Association having obviously failed to accomplish its purpose in the playsuit department, the respondent began on May 24 to discharge the employees in that department. The record indicates that some were discharged on May 24, May 25, and May 26, but that the majority were discharged on May 27. The record indicates that the discharge of these employees followed no definite order. Previously, in the case of shut-downs, the employees on primary operations were discharged first and then those in order on secondary and succeeding operations. Furthermore, no notice was given to any of the employees prior to their discharge that the respondent was closing the playsuit department.

Again, the fact that the respondent had not intended to close the department during the late spring or early summer of 1937, as it had done in previous years, is strongly indicated by the following uncontradicted testimony of Bishop:

Q. In the Spring of 1937, did you have a conversation with Mr. Dietz concerning the playsuit division?

A. Well, not especially a conversation. He told me that playsuits would be better this summer than they had been, they were going to make a new kind.

Q. Did he say what new kind?

A. No, he didn't say. It was a kind to take the place of the summer blow up.

Although both members and non-members of the Amalgamated were affected by the closing of the playsuit department, the majority affected were members of the Amalgamated. We have seen that some of the employees were soon reinstated to employment on work shirts, and that shortly afterwards others were given similar employment. Of the 43 employees who were so reinstated 3 were neither members of the Amalgamated nor of the Milan Association; 11 were members of both organizations; 22 were members solely of the Milan Association; and only 5 were members solely of the Amalgamated. Of the 11 who were members of both organizations, the majority had joined the Amalgamated first and had joined the Milan Association just before the playsuit department closed. These figures reveal that of those reinstated the overwhelming proportion were members of the Milan Association.

Although work shirt operations are in some cases identical, or at least similar, to some of the playsuit operations, only about half of the playsuit department employees who were reinstated to employment on work shirts were put on operations similar to those in which they had engaged in the playsuit department. That the employees who were members of the Milan Association and who were reinstated to employment on work shirts were better "all around" operators than the members of the Amalgamated who comprise the bulk of the playsuit department employees not reinstated, does not appear from the record. There is testimony, however, to show that several operators who had had much experience on both playsuit and work shirt operations were not reinstated. These were members of the Amalgamated. Furthermore, Bishop who had obviously been singled out for promotion to foreman of the playsuit department by the respondent, apparently because of his "all-around" ability in the department, was not reinstated.

That the respondent knew which of its employees were members of the Milan Association is clear from its relations with that organiza-

tion. That the respondent's conduct in reinstating mainly employees who were members of the Milan Association, not merely tended to discourage membership in the Amalgamated and at the same time to encourage membership in the Milan Association, but was also calculated to accomplish those ends, appears plain to us. Enlightening testimony on this point is that of Lela Mae Chapman, a member of the Amalgamated who was not reinstated to employment on work shirts. Shortly before the hearing in this proceeding, Chapman had a conversation with Cresswell, the Mayor of Milan. During this conversation, Cresswell asked Chapman why she was not at work. Upon answering "because the playsuit department is closed down," Cresswell asked if she had joined the Milan Association. When Chapman answered that she had not, Cresswell remarked, "You had better go up there and ask them to let you sign it (the Milan Association plan of organization) then maybe you will go back to work."

The respondent's conduct in closing its playsuit department and in discharging its employees in that department must again be interpreted in the light of its evident determination to destroy the Amalgamated. The shutting down of this department, the stronghold of the Amalgamated, under unusual circumstances, and immediately after the respondent had failed to eliminate the Amalgamated through the formation of the Milan Association, plainly appears to us as a resort by the respondent to a lock-out in order to fully accomplish what it had failed to accomplish by other means.

On the basis of all of the aforementioned considerations we conclude that the respondent by closing down its playsuit department and by discharging its employees in that department, discriminated in regard to hire and tenure of employment of such employees in order to discourage membership in the Amalgamated. By its conduct the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

The respondent's responsibility for the acts of interference by the businessmen and Mayor of Milan

We have seen that R. W. Comer, the chairman of the Board of Directors of the respondent, came to Milan on May 15, just four days after the Nashville plants had closed down, and just one day after a rumor had spread among the Milan employees that an organizer of the Amalgamated was on his way to Milan. On that day Comer met with a group of Milan businessmen as well as with the Milan employees. That Comer at that time told the businessmen that the respondent would close down the Milan plant if the Amalgamated came in and organized the Milan employees, can readily be inferred from the remarks attributed at the hearing by Handy to Haney, one

of the businessmen who had acted as Comer's host. Handy, as we have already pointed out, testified: ". . . At that time (May 15, 1937) Mr. Haney said that he knew positively that they would close down, and I asked him how he knew positively, and he said that a group of businessmen (including Haney) had been to see Mr. (R. W.) Comer had said it would close down if the . . . Amalgamated organized." That Comer on the occasion of his visit to Milan enlisted the aid of the Milan businessmen in the respondent's cause against the Amalgamated is clearly indicated by his remarks to the Milan employees after he had spent a considerable portion of the day with the Milan businessmen. From the uncontradicted testimony of Bishop, it is clear that Comer during that address stated that "he had met up with businessmen, citizens of Milan, and they were very fine people." "Then," according to Bishop, "he went on to say that if . . . the employees ever needed any advice, to go to the good citizens of Milan, that there would be people around to try to lure . . . them into things . . . (that they) didn't know anything about, and for advice to confer with . . . (the) businessmen of Milan."

That the activities of Comer resulted in active interference by various Milan businessmen as well as by the Mayor of Milan with the exercise of the right of the Milan employees to join and assist a labor organization of their own choosing, is not surprising. As we have already pointed out O'dell Fields, a Milan dentist, on May 14 told the Amalgamated organizers that it would be best for them to leave Milan. On May 19 he addressed a meeting of the employees at which the organization of the Milan Association was discussed. O'dell Fields also played an active part in the preparation of inflammatory literature directed against the Amalgamated. This literature was distributed by a supervisory employee of the respondent and by others among the respondent's Milan employees during the course of the hearing. Further, after the Milan Association came into existence, Cresswell, the Mayor of Milan, urged the respondent's employees to join that organization, while various businessmen of Milan displayed placards in their show-windows indicating their sympathy toward the Milan Association and their disrespect for the Amalgamated.

All of the aforementioned activities of the Milan businessmen and of the Mayor of Milan constitutes a deliberate and drastic interference with the exercise of the right of the respondent's employees to join a labor organization of their own choosing. Responsibility for these activities must rest with the respondent. Having enlisted the aid of these men in its war on the Amalgamated and having incited them to action by its threats to close down the Milan plant if the Amalgamated organized its employees at that plant, the respondent must bear the responsibility for their conduct. We find that through

the activities of the Milan businessmen and of the Mayor of Milan, the respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

D. At Glasgow, Kentucky

During the week prior to May 24, 1937, the Amalgamated sent several of its organizers to Glasgow for the purpose of making an organizational survey among the employees at the Glasgow plant. During this week the businessmen of Glasgow, under the leadership of Ed Kerley, secretary of the Glasgow Chamber of Commerce and secretary of the Glasgow Industrial Foundation,¹⁷ began a campaign to organize a local labor organization for the purpose of preventing the Amalgamated from gaining any foothold among the respondent's Glasgow employees. Kerley testified that he had been interested in getting such a local organization started a long time before the Amalgamated made its Glasgow survey; that his interest in the matter was a purely personal one, prompted, however, by his appraisal of the reaction of other employers to the advent of the Amalgamated among their employees. He testified that he had met W. Gordon McKelvie, secretary-counselor of the Southern Garment Manufacturers Association, in Louisville, during the early part of May, 1937, at which time he discussed with him the formation of a local labor organization among the respondent's Glasgow employees. He did nothing with respect to the creation of such a labor organization, however, until the week prior to May 24, 1937. It appears that he had several conferences with the businessmen of Glasgow during that week; that the businessmen pledged their support to any movement toward the formation of a labor organization; that it was suggested by the businessmen that Robert S. Terry, employed as a bundle boy by the respondent at the Glasgow plant, head such a movement; and that immediately thereafter Kerley met with Terry to discuss the procedure to be followed in getting a labor organization started.

The first meeting between Terry and Kerley took place on May 19 or 20, 1937, at the offices of Kerley. Kerley promised Terry financial and other aid in forming a labor organization and suggested that an attorney be employed to formulate a plan of organization. After the names of several Glasgow attorneys were suggested to Terry it was decided that Richard L. Garnett be retained. Terry immediately called Garnett and arranged to have the latter meet with the employees. Although it was planned to have this meeting on May 21, no meeting was actually held until the evening of May 24.

¹⁷ The Glasgow Industrial Foundation was organized approximately nine years ago for the purpose of building the plant which the respondent now occupies at Glasgow. All of the businessmen of Glasgow own stock in the Foundation. Under an agreement between the respondent and the Foundation, the respondent has at all times since the plant was built occupied it free of all rent and taxes.

Early in the morning on May 24 Bess Cunningham, an organizer for the Amalgamated, came to Glasgow and immediately set out to organize the respondent's employees there. During the afternoon of that day word was spread among the employees that a meeting for the purpose of organizing a local organization would be held at the High School auditorium at Glasgow that evening. This meeting was held at 7:30 o'clock and was attended by a considerable number of the respondent's employees, including Jennie Mae Adwell, a forelady, and Nina Pedigo, an office employee and wife of the resident superintendent of the Glasgow plant. The meeting was called to order by Terry. Terry was thereupon elected temporary chairman and Zora Stovall, a supply clerk, temporary secretary. Terry explained that the purpose of the meeting was to form an organization for collective bargaining among the Glasgow employees, and then called upon Garnett to explain the provisions of the National Labor Relations Act. Garnett spoke about these provisions in detail, informed the employees of their right to form a local labor organization, and told them that there was definite need for such an organization. Terry then read the following resolution, obviously prepared by Garnett:

Whereas, under the National Labor Relations Act of 1935, all employees of manufacturers are permitted to organize an association to promote their own welfare, and to select representatives or co-employees to negotiate with their employer for any lawful purpose, particularly to the end that any grievances or difference, real or imaginary, between employer and employee be adjusted, and that mutual satisfactory working conditions be achieved, and

Whereas, it is the belief of employees of the Washington Manufacturing Company that their financial and physical interests and their general welfare can be best promoted and conserved by banding themselves together into an association of employees,

Now, therefore, we, the undersigned employees of the Washington Manufacturing Company, do hereby voluntarily agree to become members of such an association and until such time as said association is formed the following: R. S. Terry, Zora Stovall, and Ed Crowe, shall be and they are hereby constituted a special committee of employees to represent us, individually and collectively, in bargaining or negotiating with our said employer.

At this point one of the employees asked Terry, "Who is going to bear the expense of this Union, what dues do we have to pay?" Terry answered, "You don't have to pay any, there won't be any dues. . . . You can throw in a nickel or a dime along sometimes if you want to for to buy the flowers for some one that is sick or a funeral . . . I think that would be nice." Thereupon, some one asked, "Who is paying this lawyer?" Terry answered, "Well, the Chamber of Com-

merce is paying our lawyer." A copy of the resolution read by Terry was then passed among the employees for their signature. Before the meeting was adjourned, it was announced that another meeting would be held on the following night.

On May 25, during working hours, the resolution was passed among the employees for signature. In the course of work that morning LaVerne Combs asked Adwell, her forelady, whether she should join the local association or the Amalgamated. Adwell replied that because of her position as head of a department she was not allowed to give any advice, but added that if the employees "go C. I. O." the respondent would move from Glasgow. On another occasion during the same day, Adwell stated to a group of employees:

Well, I am not supposed to tell you all what to do (about signing the resolution) . . . I will tell you one thing, if you don't sign the company's union or the local Union, whatever you want to call it, the plant will move away from here and you will be left sitting flat.

Throughout the entire day of May 25, during working hours, Adwell and Edna Mae Ring, another forelady, kept urging the employees to attend the meeting of the group organizing the local association scheduled for that evening.

At four o'clock in the afternoon between 30 and 40 Glasgow businessmen, including Kerley, Gordon Brown, and George J. Ellis, met with McKelvie at the offices of the Glasgow Chamber of Commerce. This meeting had been called by Kerley. Kerley testified that he had phoned McKelvie at Nashville on the day previous and had invited him to address the Glasgow business men on the subject of local employee organizations under the Wagner Act. Kerley also stated that McKelvie had phoned him from Nashville on May 24 and 25 with respect to the meeting. Board's Exhibit No. 54 shows that these phone calls from McKelvie to Kerley were charged to and paid for by the respondent. The record does not indicate the exact nature of McKelvie's address at the meeting with the Glasgow businessmen. Kerley testified that McKelvie explained the provisions of the National Labor Relations Act and told the businessmen that they had a right under the Act to aid the respondent's employees in the formation of a local labor organization.

Immediately after this meeting Brown called on Ruby Bradshaw, an employee of the respondent, allegedly for the purpose of examining a refrigerator which he had sold her shortly before. With respect to her conversation with Brown, Bradshaw testified:

He said, "Well, what happened up there at the factory today?" I said, "Nothing special; why?" and he said, "Let me tell you something, . . . you folks get behind this Union, this local Union,

and put it over . . . I have worried myself over it until I've got a sick headache". I said, "Well, what is the trouble anyway?" He said, "Well, it is just this . . . I have just come from a conference of the businessmen meeting at the Chamber of Commerce, 51 of us have met there . . . there is a bunch of us went to see Mr. Comer today and . . . Mr. Comer says "if you will put this local Union over I will give you bigger and better things next year; I will put you a bigger plant there. . . ." He (Comer) says, "Now, this is confidential about the bigger plant but . . . I will do bigger and better things for you next year, but if you let the C. I. O. come in we will move the plant in twenty-four hours."

On the evening of May 25 the second meeting of the group interested in forming a local association was held at the High School auditorium. Jack Pedigo, resident superintendent of the Glasgow plant, Forelady Adwell, and various Glasgow businessmen were present. Terry again presided. He explained that the purpose of the meeting was to give the employees further information regarding the need for organization and then called upon Garnett again to explain the National Labor Relations Act and to list the benefits which a local organization would afford the employees. Thereafter those employees who had not already signed the Terry resolution were given an opportunity to do so. They were urged to sign by Terry, who told them they would have to sign in order to keep the respondent from moving away from Glasgow. Before the meeting was concluded Terry announced that another meeting would be held on the night of May 27.

At 9:30 on the morning of May 26 the employees, taking advantage of the morning recess period, gathered in front of the Glasgow plant. Several of the Glasgow businessmen, who had attended the meeting at the Chamber of Commerce with McKelvie on the previous day, came to the plant at about that time and began talking to the employees in small groups. The remarks of one of these, Ellis, are related by Bradshaw as follows:

Mr. Ellis said practically the same thing Mr. Brown said, about that he said Mr. Comer said that he would move the plant if we let the C. I. O. come in, but if we would support this local union that he would give us bigger things next year, and he also in the talk told of the organization of a home Union in Cookeville and its success, and how well it had worked and everybody was working and everybody happy, and we could do the same thing if we would put it over, and that the businessmen would back us in it.

Although the morning recess period normally lasted only ten minutes, on the morning of May 26 the employees remained outside

the Glasgow plant for half an hour listening to the talks of the Glasgow businessmen. The respondent made no effort to have the employees return to their jobs until the businessmen concluded their talks.

During the afternoon of May 26 Garnett, acting on behalf of the employees interested in forming a local association, wired Guy Comer, the respondent's president at Nashville, as follows:

Sixty per cent employees Washington Manufacturing Company have organized under tentative name Southern Kentucky Garment Workers Association—We desire conference at early date to discuss employee-employer contract—Will you meet us for that purpose—Wire Western Union reply.

At the time this wire was sent to the respondent, 60 per cent of the Glasgow employees had signed the Terry resolution, appointing Terry, Stovall, and Crowe as a temporary committee to bargain with the respondent. Between seven and eight o'clock in the morning of May 27 Comer phoned Garnett from Nashville, apparently notifying him that the respondent would meet with the representatives of the Southern Garment Workers Association at their convenience. Between 11 and 12 o'clock that morning, the respondent confirmed this by a wire addressed to Garnett.

During the entire day of May 27, during working hours, the respondent's foreladies urged employees to attend the meeting scheduled for that evening by the group interested in organizing the local association. These foreladies spread word among the employees that demands would be formulated at this meeting and that in order to participate in the formulation of such demands those employees who had not already signed the Terry resolution would have to do so before hand. During the course of the day, Ruth Finn, an employee of the respondent, had the following conversation in the respondent's office with Nina Pedigo, office employee and wife of the resident superintendent:

. . . I went by the office and I says to Nina, "They tell me I can't get in the meeting tonight unless I join the company's union. I want a little advice, if you will tell me what to do." . . . She says, "My advice would be, Ruth, the best thing you could do was to join the company's union."

Jack Pedigo, resident superintendent, was present during this conversation.

The meeting on May 27 was attended by a great number of the employees, by forelady Ring, Nina Pedigo, and other office workers. Before the meeting opened Ring stationed herself at the entrance and admitted to the meeting only those who had previously signed the

Terry resolution. Prior to the meeting all these employees had been given an identification card certifying that they were members in good standing of the Southern Kentucky Garment Workers Association. By the presentation of this card to Ring, they secured ready admission to the meeting. The employees who had no identification card were not permitted to enter until they obtained a card from Ring.

Terry again presided. He reported that 222 of the 266 employees of the Glasgow plant had signed the resolution presented by him at the meeting of May 24. He then suggested that the employees proceed immediately with the formal organization of an association. Thereupon Garnett read a plan of organization he had previously prepared. This plan was immediately adopted and the Southern Kentucky Garment Workers Association hereinafter called the Glasgow Association, came into formal existence.¹⁸

After the adoption of the plan of organization the following officers were elected: R. S. Terry, president; Jennis Jenkins, vice-president; Zora Stovall, secretary; and Nina Pedigo, treasurer. None of the employee representatives provided for by the plan of organization were elected at this time.¹⁹ Terry, Jenkins, and Stovall were, however, designated at this meeting as a special committee for the purpose of dealing with the respondent until such time as the employee representatives were chosen. Terry then read a formal statement of demands to be made of the respondent. Among these was a request for a 20 per cent wage increase. The demands were approved without much discussion. A considerable number of the employees who attended this meeting did not participate in the proceedings. Having been previously promised that they would have full opportunity to discuss at this meeting the demands to be made of the respondent, and having found that such demands had already been decided upon by Terry, they were displeased with the manner in which the demands were formulated and immediately afterwards joined the Amalgamated.

On the morning of May 28 Terry, Jenkins, Stovall, Garnett, and Kerley went to Nashville to confer with the respondent's officers there concerning the demands adopted the previous night. J. F. Nall, superintendent of the respondent's Kentucky plants, testified that word of the request by the Glasgow Association for a 20 per cent wage increase reached him during the early part of the morning of May 28; that he immediately phoned Jones, the respondent's secretary-treasurer at Nashville, and told him that such an increase was not justified and

¹⁸ Some time after May 27 Garnett prepared an elaborate set of by-laws for the Glasgow Association which were adopted at a meeting held on June 18.

¹⁹ The following employee representatives were elected at a meeting on June 4: Carlos Wood; Louis Howard; and Catherine Crow.

that he would like to see him with respect to the matter; that he thereupon went to Nashville, arriving there before the special committee of the Glasgow Association; that he then urged Comer, the respondent's president, and Hedrick, the general superintendent, not to grant any demand for a wage increase made by the Glasgow Association; and that the aforementioned officers of the respondent at that time indicated that they would not grant a wage increase.

Later in the morning the special committee of the Glasgow Association met with Jones and Hedrick at the Nashville offices. Exactly what took place does not appear. Evidently the demands decided upon at the meeting on the previous night were presented and discussed. In any event the respondent's officers submitted to the committee a letter addressed to the membership of the Glasgow Association, reading as follows:

GENTLEMEN:

Through your committee . . . Terry . . . Jenkins . . . Stovall, who have represented to us and filed with us proof that they represent a large majority of the total number of workers in the Washington Manufacturing Company plant, Glasgow, Kentucky, we make the following proposition:

With reference to wages in the . . . (Glasgow plant), we propose an increase of 10 per cent on the base rate of 30¢ per hour, that is, advancing the base rate from 30¢ per hour to base rate of 33¢ per hour for operators on piece work basis, and the same 10 per cent advance on time workers in the plant, to be effective beginning May 31st.

This proposal is made subject to your immediate acceptance and notification to company of such acceptance.

At the conclusion of the meeting word was immediately sent to the Glasgow plant by one of the members of the committee that a meeting of the Glasgow Association would be held that evening for the purpose of acting on the proposal made by the respondent in the foregoing letter. Upon receipt of this information, forelady Ring notified the Glasgow employees that a meeting would be held that night, told them that it would be a very important meeting, and urged them to attend. Before returning to Glasgow with the committee, Kerley met with several of the respondent's officers. At the hearing Kerley testified that he did not recollect the matters discussed at this conference.

The meeting on the evening of May 28 was attended by practically all the employees, by several Glasgow businessmen, including Kerley, and by forelady Ring. Terry, as usual, presided. He read the letter submitted to the committee by the respondent and urged acceptance of the proposal for a wage increase set forth therein. According to Finn, one of the employees present, Terry remarked:

If you all don't accept this three cent raise . . . your plant will be closed Monday morning and if you do accept it you all come on back Monday and go to work.

Following the remarks of Terry, Garnett and Kerley, in turn, addressed the meeting. Garnett's remarks do not appear in the record. Kerley, according to several witnesses, pleaded fervently for acceptance of the respondent's proposal, declaring that he had talked with one of the Comers at Nashville that day and had asked him "with tears in his eyes to leave the plant there . . . for the benefit of Glasgow". Kerley also told the employees that "he wanted . . . (them) to accept . . . (the respondent's proposal), that he didn't want the factory to leave Glasgow . . . that it would leave Glasgow and (that) he knew what he was talking about." Immediately after Kerley's address, the employees accepted the proposal for a wage increase of 10 per cent. At the hearing several employees testified that they voted for acceptance of this proposal in order to keep the plant in Glasgow and to save their jobs.

On May 29 the special committee of the Glasgow Association, by letter, notified the respondent at Nashville that the members of the Glasgow Association had accepted the respondent's proposal for a 10 per cent wage increase. The wage increase went into effect on May 31, in accordance with the terms of the respondent's proposal.

Between May 28 and June 3 there was considerable confusion and unrest among the employees in the Glasgow plant. On May 31 Pedigo, resident superintendent, called all the employees together and told them that there were a few amongst them who thought they could not be discharged because they had affiliated themselves with a labor organization. He added that these employees "had another thought coming, that the Washington Manufacturing Company had hired him to run the plant and he was going to run it". During the late afternoon of June 2, as well as during the early morning of June 3, the respondent shipped several truck loads of unfinished materials from its Glasgow plant to its other plants "in anticipation of labor troubles". The trucks were loaded in the presence of some of the employees, who were told by Pedigo that the respondent was expecting labor trouble.

During the early part of the morning of June 3 word was spread among the employees by the members of the Glasgow Association that there would be a "show down" between the Glasgow Association and the Amalgamated later that morning. Finn testified:

Well, that morning when I went in they had already hauled out some of the material out of the basement and said they were moving the plant, that the C. I. O. had got them and they were

moving the plant . . . so there was a lot of confusion among the hands, standing in groups, talking first one place and then another, and didn't seem to be interested in work whatsoever. We went on until twenty minutes until nine and our vice-president of the company union (Glasgow Association) Mr. Jennis Jenkins, came around and said to a girl that worked by the side of me, said, "Mary Bee, you are one of us, aren't you?" Mary Bee said, "Yes." I understood him to say something about C. I. O. but I didn't catch it. I said, "What was that?" And he said, "Will it be all right to tell her?" Mary Bee says, "Yes, she is one of us too." She didn't know at the time I had joined the C. I. O., so he said, "Well, at 9:30 we are going to have a show down and all of the C. I. O. members must leave the plant and not return to work any more. We can't have them in our plant". I said, "Well, suppose that a party had joined both unions?" I knew I had done the thing, and I wanted to know what to do, so he said, "Well, if they are, they must leave too".

Before the morning recess period, the respondent's foreladies and several of the employees who were members of the Glasgow Association passed through the plant during working hours and notified the employees that there would be a meeting outside the plant during the recess. At 9:30 the power was shut off and all the employees gathered outside the plant. They were addressed by Terry, whose remarks are not in dispute. Terry told the employees that the Glasgow Association had among its members a majority of the employees and was, in consequence, going to run the Glasgow plant. He stated that only employees who were members of the Glasgow Association and not affiliated with the Amalgamated would be permitted to return to their jobs after the recess period. During Terry's remarks, Pedigo was standing at one of the entrances to the Glasgow plant within hearing distance of Terry's voice.

While Terry was talking, a group of employees who were members of the Glasgow Association, including Jenkins, its vice-president, stationed themselves at the employees' entrance to the Glasgow plant. Terry joined this group immediately after he had concluded his remarks. All but 59 of the employees then returned to their jobs. All those who did not return were members of the Amalgamated. Approximately 44 of them were also members of the Glasgow Association. Although it is not clear that all the 59 employees made an effort to return to their jobs immediately after Terry's remarks, it is clear that they would not have been permitted to return had they tried. When some of them attempted to enter the plant, they were prevented from so doing by members of the Glasgow Association, including Terry and Jenkins, who blocked the employees' entrance to the plant. Furthermore, when some of these employees sought to

enter the plant through the office entrance, where Pedigo was stationed, the latter told them that they would have to enter through the employees' entrance. Pedigo told one employee that he knew why she was not working, but that there was nothing he could do about it since the Glasgow Association was "running things". Several of the 59 employees were permitted to enter the Glasgow plant under the escort of members of the Glasgow Association, for the purpose of collecting their belongings. They were escorted out of the plant immediately afterwards.

All the employees who were permitted to return to their jobs were members of the Glasgow Association. Six of these, however, were also members of the Amalgamated. It is clear that these six employees were permitted to return because they were known to be members of the Glasgow Association and at the same time not known to be members of the Amalgamated.

Between June 7 and July 12, 11 of the 59 employees who were not permitted to return to their jobs on June 3, resumed work at the Glasgow plant. Nine of these 11 employees were members of the Glasgow Association as well as members of the Amalgamated on June 3. The other two were solely members of the Amalgamated. The conditions under which all these 11 employees were permitted to return to work do not appear in the record. From the circumstances surrounding the reinstatement of one of them, however, it can readily be inferred that their reinstatement was predicated not merely upon membership in the Glasgow Association but also upon renunciation of all affiliation with the Amalgamated. At the hearing this employee, Marjorie Doyle, who before her reinstatement had been a member of the Amalgamated but not of the Glasgow Association, testified that she made numerous efforts to return to work through the Glasgow Association, and that she was permitted to return only after she had joined the Glasgow Association and had sent a letter to the Amalgamated, at the suggestion of the Glasgow Association, renouncing her membership in the Amalgamated.

On June 5 the Glasgow Association placed an advertisement in one of the Glasgow newspapers, stating that only members of the Glasgow Association would thereafter be permitted to work in the Glasgow plant. On the same day Lohden, who had previously joined the Amalgamated as well as the Glasgow Association, had a conversation with Stovall, secretary of the Glasgow Association, at the latter's home. Lohden testified:

Q. For what purpose did you go over to see her (Stovall) that evening?

A. I had been off for the week sick and they had advertised in the daily paper anyone recognizing the C. I. O. couldn't come back to work unless they joined the local Union . . . so I had to

go over town on Saturday and I drove over to see Mrs. Stovall as she was on the committee when I asked for the week off. And I asked about my going back to work and she said "Did you join the C. I. O.?" And I said, "Yes, ma'am". She said, "Well, I don't know whether you can come back or not, you will have to go through a lot of red tape, . . . You go over there and see Bob Terry Monday morning and the other committee."

According to Lohden, Stovall also remarked:

Nell (Lohden), I know what I am talking about, I have been in Nashville and talked to Mr. Comer, personally, and Mr. Comer told me . . . that he would close every plant he had before he would recognize the C. I. O.

On June 7 Lohden went to the Glasgow plant. She testifies:

I went to the lower door and Mr. Bob Terry said I don't have any job, or anyone else that recognized the C. I. O. was fired, they don't have any jobs for the time being, anyway.

Upon being refused admission to the plant by Terry, Lohden went to the respondent's office and talked to Pedigo. With respect to this conversation she testifies:

I went in the office and I said "Jack, are you boss?, and he said, "Yes, sir", and I said, "well, Bob Terry tells me I am fired" . . . he said, "Well, not so far as I am concerned . . . You all got into this Union mess and you will have to get out of it the best way you can". And I said, "Well, if you are the boss and I am not fired, why can't I go to my machine and go to work just as I always did?" He said "Well, you can as far as I am concerned". I said, "Well, you can say I can and you say you're the boss, but yet when I started to work Bob Terry stopped me". He said, "Well, I am the boss of the plant but Bob Terry is in full charge of everything else". I turned around and said, "Well, if he is the boss then I am fired."

On Tuesday, June 8, Finn, a member of the Amalgamated as well as a member of the Glasgow Association, went to the plant for her check which had not as yet been sent to her. The check was not given to her and on the following day she addressed a note to Pedigo stating, "You stood by and let Mr. Terry fire us, and so you should pay us in full when we are fired". On the same day Pedigo mailed a check to Finn with an accompanying letter, reading as follows:

We are enclosing your check for week ending June 5, not because you were fired, but because of sickness in your family. You state in your note that you were fired and should have been paid in

full. That is a mistake. We have not fired anyone, and so far as the management of this plant is concerned, your machine is here waiting for you as soon as you all settle this fight among yourselves.

On Monday, June 13, apparently assured of the fact that she would be permitted to return to work, Finn went to the plant and talked to Pedigo. Finn testified:

I walked in and I said, "Mr. Pedigo are you busy?" He looked up and saw who it was and he said, "No, I am not busy," . . . and I told him I had come for my machine and come to work. He said, "all right, so far as I am concerned, Ruth (Finn), you shall go to work". I said, "I want to get my machine then and go back to work". He said, "all right, . . . go down to the lower floor and see if you have got a time card in the rack, and if you haven't come back and I will make you one out". So I went down. Two of my girls that worked there with me pretty close stopped me for a talk. I didn't hurry on to see about my card. We were standing there talking and I reckon Hubert Wilson (who was present in the office during the above conversation between Finn and Pedigo) thought I had already gone in the lower office. He came to the door and he said, "Catherine Crow, Jack (Pedigo) said come here a minute". So she (Crow) went on in and I hurried on to see about my card and hurried back. Then I started to enter the door and Catherine (Crow) came out (of Pedigo's office) and she closed the door behind her and stood against it and wouldn't let me in there, and told me I must send a letter to the head office, a registered letter and get my C. I. O. card back before I could work there. We just stood there and disputed the matter . . . (and) I seen then she wasn't going to let me work and I just turned around and walked off.²⁰

On June 15, one of the members of the Amalgamated who had been prevented from returning to work on June 3, told Nall, superintendent of the respondent's Kentucky plants, "I think you did us kind of dirty", and accused him of having failed to keep his promise made on May 25 not to discriminate against employees because of union affiliation. According to this employee, Nall thereupon remarked that things were "different now".

On June 14 Terry was promoted from bundle boy to cutter in the cutting department. At the same time he received a seven cents per hour wage increase.

²⁰ Catherine Crow was a member of the Glasgow Association and one of that organization's employee representatives. She testified at the hearing that she was merely an employee and had no supervisory authority. The capacity of Hubert Wilson, also a member of the Glasgow Association, does not appear from the record.

Between June 3 and July 2, as we have already seen, only a few of the employees who had been excluded from the plant on June 3 had been returned to work. During this period, production at the Glasgow plant decreased substantially because of the fact that among the excluded employees were many skilled operators who had occupied key positions in the plant. During the period between July 2 and July 12 the plant was shut down for the purpose of taking inventory. On July 8, Pedigo, on orders from Jones, secretary-treasurer of the respondent at Nashville, sent the following letter to those employees who had been excluded from the plant on June 3 and who had not been returned to work:

The places of those who left our employ on June 3, 1937 have been held open for them but we find we can not hold their positions available for them after Monday next, July 12, 1937.

Those who desire their old jobs must report by that time.

The next day Pedigo, again acting on instructions from Jones, sent the following letter to the same group of employees:

We wrote you on yesterday in regard to your position in our plant stating that it could not be held open for you any longer than Monday next. Since writing that letter the Southern Kentucky Garment Workers Association, through its collective bargaining agents, have made demand on us that we retract the letter. We entered into an agreement with the Association today by which the letter is retracted with the understanding, however, that there will be employment for you in the plant if you see fit to return to work Monday morning.

We trust that the job available for you will be satisfactory.

On July 13 all the employees to whom the two aforementioned letters were sent by the respondent reported to Pedigo at the Glasgow plant ready for work. None of them were put to work. Pedigo, however, took down their addresses and telephone numbers and promised that he would call them to work as soon as work was available on operations in which they were experienced. When asked by some of the employees upon what conditions the call to return to work was predicated, Pedigo stated that it was predicated upon no conditions other than his own and that he wanted them back "union or non-union".

On July 13 Pedigo notified seven of the aforementioned employees to return on the following day. When these seven reported on the following morning they were prevented from entering the plant by a committee of employees who were members of the Glasgow Association. While these employees were endeavoring to enter the plant, Pedigo was standing at the office entrance to the Glasgow Plant

surveying the activities of the members of the Glasgow Association at the employees' entrance. Pedigo made no effort to enlist the aid of several Glasgow policemen who had been stationed in front of the plant as the result of a rumor that there would be a difficulty there during that morning.

The Glasgow Association

The complaint alleges that the respondent has dominated and interfered with the formation and administration of the Glasgow Association and contributed support thereto, and has thereby engaged in unfair labor practices within the meaning of Section 8 (2) of the Act. In its answer the respondent denies this charge.

At the hearing several witnesses for the Glasgow Association, including Terry, testified that the respondent was in no way responsible for its formation. These witnesses testified that a group of the respondent's employees had considered the formation of a local labor organization like the Glasgow Association for a considerable period of time prior to the advent of the Amalgamated. That such may have been the case is possible; that nothing was done until the Glasgow businessmen began to take an active interest in the matter is clear. It was not until after the meeting between Terry and Kerley on May 19 or 20 that any steps were taken toward the creation of the Glasgow Association. Both Terry and Kerley testified that this meeting took place without any pre-arrangement between them. This is hard to believe, in view of the prior activities of the Glasgow businessmen and in view of the matters transacted at the meeting. That Kerley's interest in the formation of a local labor organization was not a personal one, as he sought to indicate by his testimony, is clear from his position as secretary of the Glasgow Chamber of Commerce, of which the respondent is a member; from his position as secretary of the Glasgow Industrial Foundation, which owns the respondent's Glasgow plant; and from his relationship with McKelvie. Convincing proof that Kerley was acting on behalf of the respondent are the phone calls from McKelvie to Kerley which were charged to and paid for by the respondent.

McKelvie's address inspired the businessmen to take an active interest in the formation of the Glasgow Association. They not only attended the meetings of the employees which gave rise to the Glasgow Association, but also visited the employees at their homes and urged them to join in the movement for the creation of that organization. From the remarks made by several of these businessmen it is clear that their activities were prompted by the respondent's promise of "bigger and better things", if they kept the Amalgamated from organizing the Glasgow employees. That they were plainly informed

by the respondent in this connection that the formation of a local labor organization was a convenient way to offset the activities of the Amalgamated, is clear from the remarks attributed to them. We are convinced that the respondent through McKelvie and Kerley, as well as the other Glasgow businessmen, planted the idea of a local labor organization in the minds of the Glasgow employees.

The respondent's domination and interference with the formation of the Glasgow Association is further shown by many other facts. We have seen that at least one of the respondent's foreladies attended and participated in each of the meetings which gave rise to the Glasgow Association. We have seen that the second of these meetings was also attended by Pedigo, resident superintendent of the Glasgow plant. It was during this meeting that the employees were urged by Terry to sign the resolution in favor of the creation of a local labor organization, with the accompanying threat that they would have to sign the resolution in order to keep the respondent from moving away from Glasgow. That Terry's threat was prompted by the respondent is apparent from Pedigo's acquiescence. We have seen that forelady Adwell and forelady Ring urged the employees during working hours to attend the various meetings called to organize the Glasgow Association. We have seen that forelady Ring took an active part at one of the meetings in preventing employees from attending who did not possess the proper identification card. We have recorded numerous other acts of respondent's supervisory employees and officials, which were designed to encourage membership in the Glasgow Association and discourage membership in the Amalgamated.

The respondent's continued domination and interference with the administration of the Glasgow Association is clear from the membership and participation of its supervisory employees in the affairs of that organization after it had been formed. The record shows that foreladies Adwell and Ring, as well as foreman Robert Gross, signed the resolution in favor of the creation of a local labor organization and, upon the formation of the Glasgow Association, became members of that organization. We have seen that forelady Ring played a leading part in the meeting of May 27 at which the Glasgow Association came into formal existence. We have also seen that on the following day, after word had reached the Glasgow plant that the Glasgow Association would meet on the evening of that day, Ring spread word among the employees that such meeting would be held and urged the employees to attend. Ring attended and participated in that meeting. Following the meeting of May 28, Ring attended and participated in other meetings of the Glasgow Association.

Further evidence of the respondent's domination and interference with the administration of the Glasgow Association are the activities

of Kerley at the meeting of the Glasgow Association on May 28. We have already seen that Kerley, in his previous conduct in connection with the formation of the Glasgow Association, was acting in the interest of the respondent. At that meeting, Kerley, as we have seen, urged the employees to accept the respondent's proposal for a 10 per cent wage increase and told them that it was necessary to accept this 10 per cent wage increase in order to keep the respondent from moving away from Glasgow. He also informed the employees that he had met one of the respondent's officers, at Nashville earlier that day and had been told by that officer that the respondent would move away from Glasgow unless they did accept this wage increase.

Continuing domination and interference by the respondent with the administration of the Glasgow Association is inherent also in the contemplated operation of the Glasgow Association under its plan of organization. This plan of organization in addition to providing for employee representatives also provides that:

The management . . . shall be requested to appoint an employer's representative, whose duty it shall be to represent the employer in any negotiations had with this Association, its officers or committees, the duty of such (employer's) representative it shall be to meet with the representatives of this Association from time to time as they shall request, and consult with reference to any matter concerning this Association or its members, and to attend the meetings of this Association and its committees, and furnish this Association or its committees such information as it shall desire, or is deemed advisable or proper to make public.

On the basis of all the aforementioned facts, we conclude that the respondent has dominated and interfered with the formation and administration of the Glasgow Association and has contributed support to it.

The events of June 3

The complaint alleges that the respondent on June 3, 1937, discriminatorily discharged 59 of its employees because of their membership in the Amalgamated, thereafter refused to reinstate them because they declined to renounce the Amalgamated and join the Glasgow Association, and thereby engaged in unfair labor practices within the meaning of Section 8 (3) of the Act. In its answer the respondent denied all responsibility for the conduct of Terry and others in excluding members of the Amalgamated from the Glasgow plant on June 3. The answer further alleges: "As a matter of fact the Glasgow Association endeavored to get respondent to enter into a contract with it calling for a closed shop, but respondent refused to enter into such a contract".

Terry, Nall, and Pedigo all testified concerning the events of June 3. Terry's story is that, although the respondent's officers refused to grant the Glasgow Association a closed shop at the conference on May 28, the Association did obtain a closed shop agreement from Nall on May 31, to be effective immediately; that Nall nevertheless permitted employees to work who were not members of the Glasgow Association; and that consequently on June 3 the Glasgow Association put the closed shop agreement into effect itself. Nall testified that he entered into a closed shop agreement with the Glasgow Association on May 31 but that it was not to become effective until a subsequent date to be agreed upon later; that he was out of town on the morning of June 3 and did not know of the Glasgow Association's action until his return; that he did not protest against such action but told Terry that he would maintain the Glasgow plant as a closed shop for the Glasgow Association; that since June 3 no old or new employees have been put to work who were not members of the Glasgow Association; that he has left the enforcement of the closed shop agreement to the Glasgow Association; and that he informed Pedigo of the closed shop agreement for the first time on June 3 and informed his superior officers at Nashville on June 24. Pedigo testified that he knew nothing of the closed shop agreement until the afternoon of June 3; that he knew nothing of the plans of the Glasgow Association to exclude non-members on June 3 and was powerless to stop it; that he did not at any time prior to June 24 inform the respondent's Nashville officers of the closed shop agreement in effect at the Glasgow plant; that the letters of July 8, sent out by him to all of the employees who had been excluded on June 3, were ordered to be sent out by Jones, the respondent's secretary-treasurer, after Pedigo had protested to Jones that such letters were in violation of the closed shop agreement; that after sending out these letters he went to Nashville where he attended a meeting with the respondent's Nashville officers, including Jones, and with representatives of the Glasgow Association who had come to Nashville to force a retraction by the respondent of the letters of July 8; that the letters of July 9 were sent out by Pedigo at the order of Jones immediately after this meeting in Nashville; that the letters of July 8, as well as those of July 9, were in violation of the closed shop agreement; that the exclusion from the plant of the seven employees by the Glasgow Association on July 14 was in no way prompted by the respondent; that because of the strained relationship between the respondent and the Glasgow Association and because of the rumors of a strike by the Glasgow Association on that day, there was nothing that Pedigo could do about reinstating any of these employees.

The only testimony in the record that Terry and the other members of the Glasgow Association were acting under a closed shop agreement in excluding members of the Amalgamated on June 3, is that of Terry and several other witnesses for the Glasgow Association. From the testimony of Nall and Pedigo it is clear that the closed shop agreement, if it existed at all, became effective only after the events of June 3.

That there never was any agreement, oral or otherwise, between the respondent and the Glasgow Association for a closed shop is indicated by numerous facts. We have already referred to the respondent's answer, in which it is alleged that the Glasgow Association had requested the respondent for a closed shop agreement, but that such request had been refused. This answer was filed on June 21, nearly three weeks after the alleged closed shop agreement was supposed to have been made. At the hearing, the respondent through Pedigo and Nall sought to show that it was not apprised of the closed shop agreement until June 24, several days after its answer was filed. Armistead, counsel for the respondent who drafted the answer, stated at the hearing that he was not familiar with the facts of the case at the time the answer was drafted and that the allegations thereof were based on information that he had received from Terry. Armistead added: "I fully appreciate the fact that Mr. Terry's testimony here was to the effect in substance that he had a closed shop agreement with Mr. Nall which was made on May 31st. When this answer was drafted . . . I had no knowledge at all of any closed shop agreement and it was not until June 24th that I did have any knowledge of any closed shop agreement or any counsel in the case had any knowledge of any closed shop agreement, and that was disclosed to us by Mr. Terry . . . on that date. . . ." This statement was made by Armistead more than one month after he allegedly first learned of the existence of a closed shop agreement. The respondent's answer was never amended after June 24 to make it conform with the matters allegedly brought to the respondent's attention on that day, not alone by Terry, but by Pedigo and Nall as well. Such failure to amend its answer, which positively denied that the respondent had a closed shop agreement with the Glasgow Association, seems incredible.

Further, that counsel for the respondent did not discuss with Nall and Pedigo the allegations of the complaint prior to the filing of the respondent's answer seems likewise incredible. These two men were in immediate charge of the operations at Glasgow and would obviously be the first to consult regarding the matters alleged in the complaint. Counsel for the respondent would have us believe he conferred only with Terry and based the allegations of the answer

solely on information obtained from Terry. It seems far more probable that counsel for the respondent did consult Pedigo and Nall with respect to the allegations of the complaint and was not told by either that there was a closed shop in existence between the respondent and the Glasgow Association.

Moreover, that Nall, as is claimed, entered into a closed shop agreement with the Glasgow Association on May 31 or June 3 without consulting the respondent's Nashville officers, either beforehand or immediately thereafter, is impossible of belief. Nall admitted that he at all times knew that the respondent's officers at Nashville objected to a closed shop with any labor organization, and that he was not quite certain of his authority to enter into agreements with labor organizations at the time the closed shop agreement was allegedly made. We have seen that when the Glasgow Association made the request for an increase in wages on May 28 it consulted with the respondent's Nashville officers and not with Nall; that Nall rushed to Nashville immediately after he learned that this request was going to be made and urged the respondent's officers not to grant it; and that the respondent's officers granted it nevertheless.

Again, it is clear that between May 31 and June 3 the officers of the Glasgow Association made no mention to anyone of their alleged closed shop agreement of May 31 with Nall. Pedigo admittedly knew nothing of such an agreement during this period. Witnesses for the Board in their testimony gave no indication that it had ever been brought to their attention, either before or after June 3, that the respondent had a closed shop agreement with the Glasgow Association. In his speech to the respondent's employees in front of the Glasgow plant on the morning of June 3 Terry made no reference to a closed shop agreement. Nall and Pedigo in all their dealings with the excluded employees after June 3 gave no indication any such agreement existed.²¹ From the remarks of counsel for the respondent at the hearing and from the respondent's answer it is clear that Terry made no mention of a closed shop agree-

²¹ As we have seen, after the letters were sent out by the respondent on July 8, inviting the employees to return, the officers of the Glasgow Association met with the respondent's officers at Nashville and demanded that these letters be retracted. It was admitted at the hearing by witnesses for the Glasgow Association that the retraction of these letters was demanded, not because they invited the employees to return to work in violation of any closed shop agreement, but because they offered the employees who had been excluded on June 3 the positions which they had previously occupied. Between June 3 and July 8 the most favorable of these positions were taken over by employees who were members of the Glasgow Association and who were permitted to return to work on June 3. These employees, among which was Terry, were loath to relinquish their recently acquired positions and, in consequence, sought to forestall any action on the part of the respondent which would remove them from such positions. From the letters of July 9, it is clear that the Glasgow Association agreed to the return of the employees who were excluded on June 3, not upon the condition that they be made to join the Glasgow Association upon their return, since most of these were already members of the Glasgow Association, but solely upon the condition that they be given only such positions as were available in the plant.

ment to such counsel before the respondent's answer in this proceeding was filed. Furthermore, the petition for intervention of the Glasgow Association, signed by Terry and filed on June 21, 1937, although it denies the allegations of the complaint with respect to discrimination on the part of the respondent in connection with the events of June 3, makes no mention of a closed shop agreement.

Finally, it should be observed that the conduct of Terry and the other members of the Glasgow Association on June 3 was not motivated by a desire to enforce a closed shop agreement between the respondent and the Glasgow Association. We have seen that among the 59 employees excluded from the plant on that day, all of whom were members of the Amalgamated, approximately 44 were also members of the Glasgow Association. None of the provisions of the plan of organization of the Glasgow Association or of the by-laws of that organization prohibit the members thereof from joining any other labor organization such as the Amalgamated. The exclusion of those employees who were members of the Glasgow Association is therefore plainly inconsistent with any claim that the exclusion of the 59 employees was motivated by a desire to enforce a closed shop agreement in favor of the Glasgow Association.

Viewed in the light of all of the aforementioned considerations, we are convinced that the testimony in the record with respect to a closed shop agreement between the respondent and the Glasgow Association was purely the result of an afterthought and was fabricated to suit the exigencies of the occasion.

In any event, assuming that the respondent did enter into a closed shop agreement with the Glasgow Association effective May 31, such an agreement plainly could not justify the exclusion from the plant and the discharge of employees who were members of the Amalgamated. In view of our finding that the respondent dominated and interfered with the formation and administration of the Glasgow Association, a closed shop agreement between the respondent and that organization could not, under the express terms of the Act, warrant such discrimination.

Nor can the respondent plead in defense that Terry and other members of the Glasgow Association were acting solely upon their own initiative in excluding members of the Amalgamated from the plant on June 3 and thereafter. In the first place, even if this were true, it would not relieve the respondent of liability under the Act.²² In the second place the record shows that the actions of Terry and his associates were not spontaneous but were sponsored, encouraged, and assisted by the respondent itself. We have already seen that

²² See *In the Matter of Star Publishing Company and Seattle Newspaper Guild, Local No. 82*, 4 N. L. R. B. 498.

the respondent's foreladies spread the word among the employees on the morning of June 3 that there would be a meeting in front of the Glasgow plant during the recess period and thus laid the groundwork for the exclusion of the members of the Amalgamated. That morning the respondent also permitted its employees who were members of the Glasgow Association to pass among its employees during working hours for the purpose of notifying them of the meeting. When the recess period arrived, the power in the plant was shut off and the employees were told by the respondent's foreladies and by members of the Glasgow Association that they would have to leave the plant to attend the meeting. Terry's address in front of the plant during the recess period was made not only in the presence of the respondent's foreladies, but also in the presence of Pedigo, the resident superintendent. Neither the foreladies nor Pedigo made any objection to Terry's remarks.²³ It is most significant that Pedigo prevented some of the employees who were members of the Amalgamated from entering the plant through the office entrance after they had been stopped from entering through the employees' entrance which was blocked by members of the Glasgow Association. Pedigo remarked, in explanation of this action, that the Glasgow Association was "running things."

From Pedigo's conduct, as well as from the conduct of the foreladies, it is obvious that the respondent was acting in concert with the members of the Glasgow Association. Pedigo would have us believe that there was nothing he could do to get any of the employees who were excluded by the members of the Glasgow Association into the plant. It is clear that he not only made no effort to get any of them back into the plant, but that he actually helped keep them out. From Pedigo's statement that the members of the Glasgow Association were "running things," which statement repeated the words of Terry, which Pedigo testified he did not hear, it is clear that Pedigo at least knew beforehand what was going to happen in front of the plant that morning. This statement, viewed in the light of all of the surrounding circumstances, is convincing proof that the respondent had, previous to the exclusion, given the members of the Glasgow Association, especially Terry, full authority to act in the manner in which they did.

It is admitted that none of the members of the Glasgow Association who participated in the events of June 3 were ever reprimanded by either Pedigo or Nall. They were in fact rewarded. Some of them, as we have seen, were permitted to take over the more favor-

²³ Pedigo who, during Terry's address, was admittedly standing at the office entrance to the Glasgow plant and within hearing distance of Terry's voice, testified that he did not hear what Terry told the employees in his address. If this be true it renders Pedigo's conduct thereafter doubly incriminating.

able positions of employees who were excluded. Terry, the ring-leader, was not only given a better job, but was also given a large increase in wages immediately afterwards.

The conduct of the respondent after June 3 shows its complete sponsorship of the Glasgow Association's subsequent activities. Pedigo, and especially Nall, admittedly acquiesced in these activities. By their own testimony it is clear that Terry had complete charge of the respondent's labor after the exclusion of the members of the Amalgamated. Following their exclusion the respondent did nothing toward getting these employees back to work. Although some of them were reinstated between June 7 and July 12, their return to work was arranged for by Terry and other members of the Glasgow Association. These employees were forced by Terry and the Glasgow Association to relinquish their membership in the Amalgamated and join the Association before they were allowed to return to work. We have seen that some of the employees who had been excluded from the plant on June 3 and who sought to return to work thereafter by applying to Pedigo, were told by him that as far as he was concerned they could return to work immediately. His display of helplessness with respect to actually reinstating these employees was clearly a screen by which he sought to hide the respondent's collusion with the members of the Glasgow Association in preventing them from returning to work.

We are also convinced that the respondent's letters of July 8 and July 9, which on their face invited the excluded employees to return to work on July 12, were not sent out in good faith. When these employees reported for work on that date, they were told there was no work for them at that time, but they would be called as soon as work became available. Nevertheless, on July 14 seven of these employees who were told to return to work by Pedigo were again prevented from entering the plant by the members of the Glasgow Association. Pedigo who was present at that time made no effort to assist these employees to return to work.

The respondent insists that the members of the Glasgow Association were out of hand and that it could not control their actions. For reasons already expressed we do not believe this to be the fact. Nevertheless, assuming even that the respondent did not directly sponsor or participate in the activities of the Glasgow Association, and that the members of the Association did in fact arise in a spontaneous demonstration to rid the plant of all members of the Amalgamated, the respondent's responsibility would still be plain. When the Amalgamated began organizing the Glasgow employees, there was no unrest among these employees. Only after the respondent began its campaign of interference did unrest become apparent. We

have seen that the respondent during the week of May 24 dominated and interfered with the formation of the Glasgow Association, an organization obviously created for the purpose of combating the efforts of the Amalgamated to organize its employees; that it promised bigger and better things if the Amalgamated were kept from organizing the Glasgow plant; and that it threatened its employees with the removal of the Glasgow plant unless they joined the Glasgow Association and refrained from joining the Amalgamated. The natural consequence of its conduct was the creation of fear and unrest in the minds of its employees. This unrest and fear assumed great proportions between May 28 and June 3, particularly as a result of the fact that a considerable number of the employees joined the Amalgamated during this period. In the midst of this unrest and fear the respondent on June 2 began shipping raw materials from the Glasgow plant to its other plants, and at the same time frankly told its employees that it was doing this in preparation for the closing down of the Glasgow plant, since it expected "labor trouble" there. Its conduct in so doing was followed immediately by the exclusion from the Glasgow plant of the employees who were members of the Amalgamated. From these circumstances we would be compelled to find the respondent responsible for the conduct of the members of the Glasgow Association in excluding the members of the Amalgamated from the plant on June 3. The motivating force behind such conduct can readily be found in the unrest and fear instilled in the minds of these employees by the respondent's illegal acts of interference, restraint and coercion. Having given rise to such fear and unrest by its illegal acts, the respondent must suffer the liability for the natural and obviously intended consequences of such illegal acts.

We therefore conclude that the respondent on June 3 discharged, and has since refused to reinstate, many of its employees because of their membership in the Amalgamated. The respondent has thus discriminated in regard to the hire and tenure of employment of its employees in order to discourage membership in the Amalgamated and has thereby interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

E. Conclusion

We have considered the respondent's conduct at each of its plants separately. It is only by viewing the respondent's activity as a whole, however, that we can grasp the full picture of its efforts to prevent self-organization among its employees. Beginning with the advent of the Amalgamated in Nashville and shifting successively to the Cookeville, Milan and Glasgow plants the respondent has used

every weapon at its command—intimidation, discrimination, the creation of company-controlled associations of employees, lock-out, pressures of every description—in a veritable war upon the attempt by its employees to exercise the right of self-organization and collective bargaining. The record before us leaves no doubt that in every situation and at every turn the respondent has been ready to employ the most extreme measures to crush any sign of independent collective action among its employees. Its individual acts in particular instances must be viewed throughout in the light of this steadfast policy.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent in the cotton garment manufacturing industry described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the respondent has engaged in and is engaging in certain unfair labor practices, we shall order it to cease and desist from further engaging in such practices. Moreover, we shall order the respondent to take certain affirmative action which we deem necessary to effectuate the policies of the Act.

Since the respondent has dominated and interfered with the formation of the Employees' Committee, the Milan Association, and the Glasgow Association, and has dominated and interfered with and is dominating and interfering with the administration of these organizations, we shall order the respondent in accordance with our regular practice to withdraw all recognition from these organizations as representatives of its employees for the purposes of collective bargaining, and to completely disestablish them as such representatives.

We have found that the respondent discriminated in regard to the hire and tenure of employment of its Nashville employees in locking them out of its three Nashville plants on May 1, 1937. At the close of the hearing in this proceeding the Nashville plants were still closed down. On July 27, 1937, as we have seen, the respondent decided to sell the machinery and equipment at these plants and dispose of the real estate used in connection with their operation, in order to avoid any liability for its conduct in closing them down. On October 20, 1937, in a pleading filed with the Board, the respondent, as we have already pointed out, stated that it had on September

14, 1937, sold all the machinery and equipment at the Nashville plants to another corporation and had disposed of all the real estate used in connection with the operation of these plants to this corporation. From this pleading it does not appear that the Nashville plants had reopened by October 20, 1937. In order to effectuate the policies of the Act we shall order the respondent, its officers, agents, successors, and assigns to offer to the Nashville employees on the respondent's pay roll on April 30, 1937, reinstatement to their former employment, either at once, if the plant is now operating, or upon the reopening of such plant.

Furthermore, we shall order that all the Nashville employees on the respondent's pay roll of April 30, 1937, be made whole for any losses of pay that they have suffered by reason of the respondent's illegal conduct in discharging them in closing down the Nashville plants. The amount to be paid each employee is to be computed upon the basis of his average weekly wage for the four-week period immediately prior to May 1.

Having found that the respondent discriminated in regard to terms and conditions of employment of Rosalie Hawkins, Ruby Carter, Anna Burgess, and Robbie Coakley, four of its employees at the Cookeville plant, by tampering with their machines and thereby preventing them from making their quota of production during a period of approximately two weeks after May 28, 1937, we shall order the respondent to make whole each of these employees for any loss of pay that she has suffered as a result of such discrimination. The amount to be paid each of these employees is to be computed at the rate of her average weekly wage for the four-week period immediately prior to May 28, and shall be based upon the five-day week which existed in the plant after May 28.

We have found that the respondent discriminated in regard to the hire and tenure of employment of its playsuit department employees at its Milan plant, by closing down that department in May 1937 and locking out its employees therein. In its pleading filed with the Board on October 20, the respondent stated that it had reopened the playsuit department on August 9, nine days after the hearing in this proceeding was concluded; that it had, on August 5, sent a letter to each of the employees who had been working in the playsuit department at the time it was closed down, except one, Bishop, inviting such employees to report for work on August 9; that in response to this letter all but 13 of the employees to whom such a letter was sent returned to work on August 9, and were reinstated to their former positions held prior to the closing of the department, or to others satisfactory to them; that on August 30 the respondent sent a registered letter to each of the aforementioned 13 employees calling at-

tention to the letter of August 5 and requesting a reply as to why such employee had not reported for work on August 9; that the respondent thereafter, in answer to these registered letters, received a reply from 11 of the 13 employees; that two of these letters were returned to the respondent with a notation thereon that the addressee could not be located; that the 11 employees who responded, declined to return to work for one reason or another; and that Bishop was never invited to report for work for the reason that it had developed at the hearing in this proceeding that he had used abusive language toward some of the respondent's employees prior to the closing of the playsuit department. In so far as the respondent may have made a bona fide offer of reinstatement we shall not require a further offer. Our order will therefore simply direct the respondent to offer reinstatement to their former positions or to substantially equivalent positions, to the extent that it has not already done so, to all the employees of its playsuit department, including Bishop,²⁴ whose work ceased in consequence of the respondent's illegal conduct in closing down that department and locking out the employees therein.

Furthermore, we shall order the respondent to make whole all of its playsuit department employees for any losses of pay that they have suffered in consequence of the respondent's illegal conduct in closing down that department and locking out the employees. The amount to be paid each playsuit department employee is to be computed at the rate of his average weekly wage for the four-week period immediately prior to May 27, 1937, and shall be based upon the five-day week existing at the Milan plant after May 27, 1937. Further, since the figure thus obtained is based upon a scale of wages 10 per cent lower than that prevailing at the Milan plant after June 3, 1937, it should be corrected to conform to the higher prevailing wage rate after that date.

We have found that the respondent on June 3 discriminated in regard to the hire and tenure of employment of 59 of its Glasgow employees by discharging these employees on that day. We have seen

²⁴ Bishop was locked out along with the other playsuit department employees in order to discourage membership in the Amalgamated, and his discharge was not in any manner motivated by any consideration of abusive language. It first came to the attention of the respondent that Bishop had used abusive language during the latter part of June 1937, when the respondent had reinstated 43 playsuit department employees to work on work shirts. Had the respondent ever had any intention of reinstating Bishop to any type of work in the Milan plant, we believe that it would have done so prior to the time of the hearing in this case when it was reinstating some less experienced of its employees to work on work shirts. As we have already pointed out, Bishop had been singled out by the respondent to take charge of the playsuit department before he began his activities in behalf of the Amalgamated and was experienced in all of the playsuit operations. In view of this fact and in view of the fact that Bishop at all times after the close of the playsuit department took a leading part in the activities of the Amalgamated at Milan, it clearly appears that Bishop was refused reinstatement not because of any alleged abusive language attributed to him but because of his membership and activities in the Amalgamated.

that 11 of these employees were returned to work by the respondent before the hearing in the proceeding was concluded. Whether or not these 11 employees were reinstated to their former positions does not appear from the record. Since the employees of the respondent who were members of the Glasgow Association took over the best positions that were made vacant by the respondent's illegal conduct on June 3, it is more than likely that these employees were not reinstated to their former positions. In its pleading filed with the Board on October 20, 1937, the respondent stated that all of the remaining 59 employees, except three, Nellie Lohden, Pearl Church, and W. W. Sorrell, had been returned to work since the hearing had been concluded; that Pearl Church was given an opportunity to work but that she refused employment; that Nellie Lohden was also given an opportunity to work but that she refused employment because she "did not desire to work under (the) closed shop agreement" allegedly existing between the respondent and the Glasgow Association; that W. W. Sorrell was not a regular employee prior to June 3, but was only called from time to time as an extra and was not on duty on June 3, 1937;²⁵ that one of the 59 employees whom we have found to have been discriminatorily discharged on June 3, Dorsey Dean, after his return to work following the hearing, "quit because he did not desire to conform to the closed shop agreement between the respondent and the Southern Kentucky Garment Workers Association"; that another employee, Audrey Matthews, returned to work after the hearing was concluded but was discharged on September 28 "because of wilful refusal to properly perform her work"; that six other of the 59 employees, Imogene Walthal, Evelyn Goodman, Ruby Parrish, Myrtle Grimsley, Lorine Pace, and J. R. Landrum, returned to work after the hearing was concluded but "voluntarily" quit for one reason or another; that on October 15, 1937, "in accordance with a notice theretofore given to its (Glasgow) employees, the respondent temporarily closed down its Glasgow plant, in order to reduce inventory and because of lack of orders; and that it temporarily laid off all its employees on that date."

It does not appear from the respondent's pleading that any of the 59 employees who were discharged on June 3 were reinstated to their

²⁵ The facts before us with respect to Sorrell clearly point to the contrary. Paragraph 16 of the complaint alleges that 65 employees were discharged by the respondent on June 3, 1937. Among these was Sorrell. At the hearing counsel for the respondent entered into a stipulation with the counsel for the Board that six of the 65 employees listed in paragraph 16 of the complaint "did not quit" work on June 3, 1937, and that the remaining 59 employees "ceased to draw pay after 9:30 A. M on June 3, 1937", except in so far as some of these were shortly thereafter and before the hearing was concluded, returned to work. Among the 59 employees, who, according to the stipulation, "ceased to draw pay after 9.30 A. M on June 30, 1937", was Sorrell. In view of this stipulation and other facts, we find that Sorrell was among those who had been excluded from the plant on June 3, 1937, and had been discriminatorily discharged on that day.

former positions upon their return to work. The record indicates that the contrary was the case. Also, it is apparent on the face of the pleading that the respondent's offer of reinstatement was conditioned upon, and that employment at the Glasgow plant has been since June 3 and is now conditioned upon, membership in the Glasgow Association. For these reasons we cannot consider the respondent's offer of reinstatement as compliance with its obligations under the Act and we shall order the respondent to offer full reinstatement to all of the 59 employees who are not now employed in the plant at their former positions or at positions substantially equivalent to those they held on June 3, without attaching thereto any illegal conditions of employment such as membership in the Glasgow Association or non-membership in the Amalgamated. If the Glasgow plant is still closed such offers of reinstatement shall be made upon its resumption of operations.

Furthermore, we shall order the respondent to make whole all the 59 discharged employees for any losses of pay that they have suffered in consequence of the respondent's illegal conduct in discharging them. The amount to be paid each employee is to be computed at the rate of his average weekly wage for the four-week period immediately prior to May 28;²⁶ but since this average weekly wage is based upon a scale of wages 10 per cent lower than that prevailing at the Glasgow plant after May 31, the next regular workday after May 28, it should then be corrected to conform to the higher prevailing wage rate.²⁷

We shall furthermore, in accordance with our usual practice, order the respondent to take certain other affirmative action which it is unnecessary to set forth at this point.

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

CONCLUSIONS OF LAW

1. Amalgamated Clothing Workers of America, Cookeville Employees' Association, Milan Employees Association, and Southern Kentucky Garment Workers Association are labor organizations, within the meaning of Section 2 (5) of the Act.

2. The respondent, by dominating and interfering with the formation and administration of the Cookeville Employees' Association,

²⁶ We have chosen May 28 rather than June 3 as the date from which such average weekly wage shall be determined, because the period between May 28 and June 3 was marked by turmoil and slow production in the respondent's plant, caused, as we have seen, by the respondent's illegal conduct of interference, restraint and coercion with the exercise by its employees of the rights guaranteed in Section 7 of the Act.

²⁷ The periods during which the Glasgow plant was completely closed down in the month of July 1937, or at any time thereafter, are not to be included.

the Milan Employees Association, and the Southern Kentucky Garment Workers Association, and by contributing support to those organizations, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. The respondent, by discriminating in regard to the hire and tenure of employment of its employees at its three Nashville plants, its Milan plant and its Glasgow plant, and thereby discouraging membership in the Amalgamated, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

4. The respondent, by discriminating in regard to the terms and conditions of employment of Rosalie Hawkins, Ruby Carter, Anna Burgess, and Robbie Coakley, four employees at its Cookeville plant, in order to discourage membership in the Amalgamated, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

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

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

ORDER

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

1. Cease and desist:

(a) From dominating or interfering with the administration of Cookeville Employees' Association, Milan Employees Association, or Southern Kentucky Garment Workers Association; or with the formation or administration of any other labor organization of its employees, and from contributing support to said organizations or to any other labor organization of its employees;

(b) From discouraging membership in the Amalgamated or any other labor organization of its employees by discharging or refusing to reinstate any of its employees or by discriminating in any other manner in regard to their hire and tenure of employment or any term or condition of employment, because of their membership in, activity in behalf of, or sympathy toward the Amalgamated or any other labor organization of its employees;

(c) From in any other manner interfering with, restraining, or coercing its 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, or to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

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

(a) Withdraw all recognition from Cookeville Employees' Association, Milan Employees Association and Southern Kentucky Garment Workers Association as representatives of any of its employees for the purpose of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish said organizations as such representatives;

(b) If the Nashville plants or any of them are now operating, or, if not, upon the reopening of said plants or any of them, offer to the Nashville employees who were employed by it on April 30, 1937, full reinstatement to the positions held by them on April 30, 1937, or to substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

(c) Make whole all the Nashville employees who were employed by the respondent on April 30, 1937, for any loss of pay they have suffered by reason of the closing of the Nashville plants on May 1, 1937, by payment to each of them, respectively, of a sum equal to that which each of them would normally have earned as wages during the period from May 1, 1937, to the date of the offer of reinstatement, such sum to be calculated in the manner set forth in section V of this decision, less the amount, if any, which each has earned during said period;

(d) Make whole Rosalie Hawkins, Ruby Carter, Anna Burgess, and Robbie Coakley, for any losses of pay they have suffered by reason of the respondent's conduct in discriminating against them in regard to terms and conditions of employment, by payment to each of them, respectively, of a sum equal to that which each of them would normally have earned as wages during the period from May 31 to June 11, 1937, inclusive, such sum to be calculated in the manner set forth in section V of this decision, less the amount earned by them during said period;

(e) Offer to its Milan playsuit department employees whose work ceased in consequence of the closing of that department in May 1937 to the extent that it has not already done so, full reinstatement to the positions held by them prior to the closing, or to substantially

equivalent positions, without prejudice to their seniority rights and other rights and privileges.

(f) Make whole all its Milan playsuit department employees whose work ceased in consequence of the closing of said department in May 1937 for any loss of pay they have suffered by reason of said closing by payment to each of them, respectively, of a sum equal to that which each of them would normally have earned as wages during the period from the date each was discharged to the date of offer of reinstatement, such sum to be calculated in the manner set forth in section V of this decision, less the amount, if any, which each has earned during said period.

(g) Offer to its 59 Glasgow employees discharged on June 3, 1937, whose names are set forth in the Appendix attached to the Decision and who are not now employed at the positions held by them on June 3, 1937, or at substantially equivalent positions, full reinstatement to such positions or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, and without attaching to any such offer of reinstatement any illegal conditions of employment such as membership in the Southern Kentucky Garment Workers Association or non-membership in the Amalgamated.

(h) Make whole all of said 59 Glasgow employees for any loss of pay they have suffered by reason of their discharge by payment to each of them, respectively, of a sum equal to that which each of them would normally have earned as wages during the period from June 3, 1937, to the date of offer of reinstatement, such sum to be calculated in the manner set forth in section V of this decision, less the amount, if any, which each has earned during said period.

(i) Post immediately notices to its employees in conspicuous places within and without its Nashville, Cookeville, Milan, and Glasgow plants, stating: (1) that it will cease and desist in the manner aforesaid; and (2) that it will take the aforementioned affirmative action;

(j) Post immediately notices to its employees in conspicuous places within and without its Glasgow plant, stating that neither membership in the Southern Kentucky Garment Workers Association nor nonmembership in the Amalgamated Clothing Workers of America is a condition of employment at that plant;

(k) Maintain the aforementioned notices for a period of at least sixty (60) consecutive days from the date of posting;

(l) Notify the Regional Director for the Tenth Region in writing within twenty (20) days from the date of this order what steps it has taken to comply herewith.

Appendix

Barton, Cloda	Higgason, Bess
Bradshaw, Ruby	Houchens, Ethyl
Bransetter, Mary Agnes	Houchens, Olive
Brewer, Flossie	Huffman, Leola
Brooks, Elizabeth	Johnson, Jewell
Brooks, Winnie	Johnson, Mary Lewis
Brown, Roxie	Kidd, Ruth
Caldwell, Lorene	Landrum, J. R.
Chastain, Verna	Landrum, Maggie
Church, Pearl	Lohden, Nell
Claspell, Alice	McCoy, Annie
Claspell, Florence	Martin, Gertrude
Claspell, Maude	Matthews, Audry Smith
Combs, LaVerne	Ninn (Nunn), Lizzie
Dean, Dorsey	Norris, Ellen
Dean, Ethel	Pace, Lorine
Delk, Grace	Palmore, Vangie
Doyle, Marjorie	Parrish, Ruby
Foster, George	Rains, Pauzetta
Foster, Mrs. George	Reels, Joyce
Ferguson, Anna B.	Rutledge, Bernice
Ferguson, Annie (Nannie) D.	Sharp, Mayme
Finn, Ruth	Smith, Hazel
Goodman, Evelyn G.	Sorrell, W. W.
Goodman, Ova	Thomerson, Herbert
Grimsley, Myrtle	Walthal, Imogene
Guffey, Anna	Wilhelm, Marie
Guffey, Ollie	Wilson, Ella
Hauck, Hattie	Wilson, Laura
	White, Loudelle