

In the Matter of JONES & LAUGHLIN STEEL CORPORATION and NATIONAL ORGANIZATION MASTERS, MATES & PILOTS OF AMERICA, LOCAL 25, AFFILIATED WITH A. F. L.

Case No. 6-C-828.—Decided January 19, 1944

DECISION

AND

ORDER

On September 27, 1943, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the respondent filed exceptions and objections to the Intermediate Report, and requested permission to present oral argument before the Board. On November 16, 1943, pursuant to notice served upon all parties, a hearing for the purpose of oral argument was held before the Board at Washington, D. C. The respondent and the Union appeared and participated therein. The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the respondent's exceptions and objections, and the entire record in the case, and hereby adopts the findings, conclusions and recommendations made by the Trial Examiner, with the additions and exceptions noted below.

The respondent's exceptions include a motion to dismiss the complaint, and a petition for leave to adduce newly discovered evidence with respect to the appropriate unit in the representation proceeding (Case No. R-4882)¹ upon which this complaint proceeding is predicated. In view of the findings set forth below, we find the motion and the petition to be without merit, and they are hereby respectively denied and dismissed.

On March 30, 1943, pursuant to the results of an election directed by the Board in the afore-mentioned representation proceeding, the

¹ 47 N. L. R. B. 1272.

54 N. L. R. B., No. 100.

Board certified the Union as the exclusive bargaining representative of a unit consisting of the masters, mates, pilots, and temporary contract pilots employed by the respondent on its river towboats, which are used to transport supplies to, and finished products from, certain of its steel mills. Thereafter, the Board issued its decision in the unrelated case of *Matter of The Maryland Drydock Company*,² which laid down a rule that supervisory employees could not constitute appropriate collective bargaining units under the Act except in crafts having a history of such bargaining—the maritime industry being cited as an example of such exception. On June 9, 1943, the respondent filed a petition with the Board to set aside its certification of the Union, on the ground that a unit of masters, mates, pilots, and temporary contract pilots could no longer be considered appropriate in the face of the *Maryland Drydock* decision, since it was comprised of supervisory employees. On July 13, 1943, the Board dismissed this petition without opinion. By a letter dated July 28, 1943, which the Board treated as a motion for reconsideration, the respondent renewed its contention. On August 11, 1943, the Board issued a Supplemental Decision and Order denying the motion for reconsideration and reaffirming its original certification. In its Supplemental Decision the Board stated that:

Bargaining units of supervisory employees in the printing and maritime trades have the sanction of custom and tradition and it was not intended in the *Maryland Drydock* decision to disrupt bargaining units or rights obtained thereby, in such trades. As indicated in the dissenting opinion in the *Union Collieries* case [41 N. L. R. B. 961] which opinion was subsequently adopted in essence by the Board in the *Maryland Drydock* case, *supra*, the Board recognizes a genuine distinction between bargaining units of masters, mates, and pilots and bargaining units of supervisory employees in industries lacking a similar tradition. The Company asserts that there is no tradition of collective bargaining by masters, mates, and pilots extending to the inland waterways particularly in respect to the Pittsburgh area. We have previously found [37 N. L. R. B. 366] that the local union involved in this proceeding has been in existence for over 50 years and for this period has bargained for its members, tried to improved working conditions, and participated in several strikes.

The respondent has admittedly refused to bargain with the Union for the unit established by the Board, but urges as a defense that the Board's finding that the unit is appropriate, is improper, and is inconsistent with the *Maryland Drydock* decision. At the hearing in

² 49 N. L. R. B. 733.

the instant proceeding and in its exceptions and objections, the respondent asserted that the unit does not come within the exception to the *Maryland Drydock* doctrine covering the "maritime trade": *first*, because "maritime" pertains to the sea and, when used to describe a trade or industry, at the most, has reference only to employees on vessels engaged in commerce upon the high seas and waters to which the Seamen's Act of 1915 is applicable, excluding employees on boats such as the respondent's, which sail on inland waterways and whose operation is an incident of the steel industry; and *secondly*, because there is not a local history of collective bargaining in the Pittsburgh area on the unit basis found appropriate by the Board sufficient to obtain the force of custom and general usage, which the respondent contends the *Maryland Drydock* decision requires as a condition precedent to the application of the exception granted to the "maritime trade." In support of its contention at the hearing, the respondent:

- (1) sought to cross-examine the Union representative as to the number, and the dates of execution, of Union contracts with other employers covering masters, mates, and pilots;³
- (2) offered as exhibits copies of contracts between the respondent and (a) its river boat engineers and (b) its unlicensed boatmen, to show that the grievance procedure outlined therein required that grievances first be taken up with the master;⁴
- (3) sought to introduce evidence of its own witnesses concerning the local collective bargaining history of the Union.

These efforts of the respondent to introduce evidence concerning the local collective bargaining history of the Union were rejected by the Trial Examiner on the ground that all the issues concerning the appropriateness of the unit had been raised previously by the respondent and had been determined by the Board in its Decision and in its Supplemental Decision in the representation proceeding; and for the further reason that the foregoing evidence was neither newly discovered nor unavailable at the time of the hearing in the representation proceeding. Some of the evidence rejected by the Trial Examiner had been tentatively received. With respect to other evidence sought to be introduced but rejected by the Trial Examiner, the respondent did not make any offer of proof. Nor did it show that the rejected evidence was not available to it at the time of the hearing in the representation proceeding. In its exceptions and objections, the respondent contends, however, that the Trial Examiner's refusal to receive this evidence deprived it of a fair hearing.

³ The testimony, which was later stricken, indicates that the Union's first oral contract dates back to 1941, and its first written contract to 1942.

⁴ The contracts were rejected in the absence of any showing by the respondent that they contained different grievance clauses than the contracts in effect at the time of the representation hearing.

We do not believe that the respondent has been denied a fair hearing. The materiality of all the evidence on the appropriateness of the unit which the respondent sought to introduce was entirely dependent upon the correctness of its interpretation of the *Maryland Drydock* decision, insofar as that decision provides an exception for the "maritime trade." In designating the "maritime trade" as one of the exceptions to the general rule enunciated therein, we did not use "maritime" as a word of art, in the sense in which the respondent has construed it, as limited to seamen employed on seagoing vessels or on vessels sailing on the Great Lakes, to the exclusion of boatmen employed on craft plying the inland waterways. We used the phrase "maritime trade" in a commonly accepted sense to embrace an entire industry and the crafts associated therewith, including not only oceangoing, coastwise, and Great Lakes water-borne traffic, but inland waterway traffic as well.⁵ This usage conforms to the territorial jurisdictions of the labor organizations active in the trade. The fact that the respondent's towboat operations are only incidental to its manufacturing of steel does not remove the employees on such towboats from the scope of the phrase "maritime trade" as we have used it. They are still essentially river boatmen who, in the event of discharge by the respondent, would not seek employment primarily with other steel companies but rather with employers who required the services of river boatmen.⁶

The respondent's further contention that the exception to the *Maryland Drydock* decision in favor of the "maritime trade" is applicable only where there is a local history of collective bargaining on the basis of the unit found, is also based upon a mistaken interpretation of that decision. Although the exception noted in favor of units of supervisory employees in the maritime trade was based upon a craft history of union membership and collective bargaining, it was the history of such membership and bargaining in the "craft" or trade as a whole, as contrasted with crafts which lacked such a tradition, to which we had reference. The application of the exception is, therefore, not determined nor affected by the presence or absence of a local history of bargaining on behalf of supervisory employees. Since our finding that the unit herein is an appropriate one would

⁵ See usage by Rudolf Water Wissman, "The Maritime Industry," Cornell Maritime Press, New York; Maritime Labor Board Report (March 1, 1940); First Annual Report of the Joint Legislative Committee to Maritime Unions, affiliated with the C. I. O. (1938). Note the following definitions of the term "maritime":

Bouvier's Law Dictionary, 8th Ed. (1914): Pertaining to navigation or commercial intercourse upon the seas, great lakes, and rivers

Black's Law Dictionary, 13 Ed. (1933): Pertaining to the sea or ocean or the navigation thereof; or to commerce conducted by navigation of the sea or (in America) of the great lakes and rivers.

⁶ Compare, for example, *Ellis v. United States*, 206 U S 246, holding in effect that employees on any floating vessel [in that case a dredging barge] are "seamen" rather than ordinary laborers and mechanics.

not be altered even if the respondent were able to prove that there had been no local collective bargaining history in a unit of masters, mates, and pilots in the Pittsburgh area,⁷ the immateriality of such evidence is apparent. The Trial Examiner's refusal to receive evidence of such local bargaining history was, therefore, not prejudicial to the respondent.

The respondent further excepted to the recommendation of the Trial Examiner that it be required to post appropriate notices "in conspicuous places at its plants in Pittsburgh, Pennsylvania, Aliquippa, Pennsylvania, and Cleveland, Ohio," as well as on its towboats, contending that such posting is too general. Under the circumstances peculiar to this case, it appearing that the employees in the river transportation department of the respondent have little or no contact with the production and maintenance employees of the respondent's steel mills, we do not find it necessary in order to effectuate the purposes of the Act to require the general posting, and we shall, therefore, limit the posting of notices to conspicuous places on the respondent's towboats and on the wharves at its plants in Pittsburgh and Aliquippa, Pennsylvania, and Cleveland, Ohio.

ORDER

Upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Jones & Laughlin Steel Corporation, Pittsburgh and Aliquippa, Pennsylvania, and Cleveland, Ohio, and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, as the exclusive representative of all its employees employed as masters, mates, and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats;

(b) Engaging in any like or related act or conduct interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing,

⁷ In our Supplemental Decision in the representation proceeding, we adverted to the fact that the respondent's contention in this respect was contrary to the Board's finding in a prior case involving the respondent that there had been such a local history for a period of 50 years. Our refusal in the Supplemental Decision to accept the respondent's contention that the unit could not be considered appropriate under the rule of the *Maryland Drydock* decision, did not rest on that basis however, but rather on what we pointed out was the "genuine distinction between bargaining units of masters, mates, and pilots, and bargaining units of supervisory employees in *industries* lacking a similar tradition." (Italics supplied.)

and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

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

(a) Upon request, bargain collectively with National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, as the exclusive representative of all its employees employed by the respondent on its river towboats as masters, mates, and pilots, including "temporary contract" pilots;

(b) Post immediately in conspicuous places on its towboats and on the wharves at its plants in Pittsburgh, Pennsylvania; Aliquippa, Pennsylvania; and Cleveland, Ohio, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) and (b) of this Order; and (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) of this Order;

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

INTERMEDIATE REPORT

Mr. Henry Shore, for the Board.

Mr. James C. Beech and *Mr. W. H. Harvey*, of Pittsburgh, Pa., for the respondent.

Mr. William H. Griffith, Secretary and Business Representative of Local 25, of Pittsburgh, Pa., for the Union.

STATEMENT OF THE CASE

Upon a first amended charge duly filed on September 2, 1943, by National Organization Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued its complaint, dated September 4, 1943, against Jones & Laughlin Steel Corporation, Pittsburgh, Pennsylvania, 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) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint accompanied by notice of hearing were duly served upon the respondent and the Union.

Concerning the unfair labor practices, the complaint alleged in substance: (1) that on March 2, 1943, the Board in its Decision and Direction of Election in Case No. R-4882,¹ found that all masters, mates and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats,

¹ *Matter of Jones & Laughlin Steel Corporation and National Organization Masters, Mates & Pilots of America, Local 25*, affiliated with the A. F. L., 47 N. L. R. B. 1272.

constituted a unit appropriate for collective bargaining; (2) that on March 30, 1943, the Board certified the Union as the exclusive representative of all employees in said unit for the purpose of collective bargaining, and that the Union is still such representative; (3) that on or about April 14, 1943, and since, the Union requested the respondent to bargain collectively and the respondent refused; and (4) that by such refusal the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On September 16, 1943, the respondent filed an answer admitting certain allegations of the complaint as to its business, as to certain proceedings of the Board leading to the certification of the Union, and as to the request and refusal to bargain; the respondent, however, denied the commission of the alleged unfair labor practices, and averred that the certification and the findings and directions leading to such certification were erroneous because based upon erroneous findings by the Board as to the appropriateness of the said unit.

Pursuant to notice, a hearing was held on September 20, 1943, at Pittsburgh, Pennsylvania, before Max G. Baron, the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel, and the Union by its representative, and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the beginning of the hearing, counsel for the Board moved to correct the case number shown on the notice of hearing to read No. 6-C-828, instead of 6-C-793, so as to conform to the number on the complaint. The motion was granted without objection. Counsel for the Board thereafter moved to strike the last sentence from paragraph 10 of respondent's answer alleging bias and prejudice on part of the Regional Director because of having made a general allegation in the complaint of the violation of Section 8 (1) of the Act by the respondent. This motion was granted over the objection of the respondent. Counsel for the respondent then moved that the complaint be dismissed in its entirety. This motion was denied. At the close of the hearing, counsel for the respondent again moved to dismiss the complaint, which motion was denied. Counsel for the Board then moved to amend the complaint to conform to the proof as to formal matters. This motion was granted without objection. The parties argued orally at the conclusion of the hearing, and upon request they were granted 5 days time from the close of the hearing in which to file briefs with the undersigned. No briefs have been filed.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Jones & Laughlin Steel Corporation is a Pennsylvania corporation engaged in the manufacture and sale of iron and steel products. It operates plants in Pittsburgh, Pennsylvania, Aliquippa, Pennsylvania, and Cleveland, Ohio. On July 26, 1941, Vesta Coal Company and Shannopin Coal Company, hitherto wholly owned subsidiaries of the Company, were merged with the Company. By virtue of the merger, the company became engaged in the mining of coal in Washington and Green Counties, Pennsylvania, and succeeded to ownership of 10 river vessels formerly owned by the Vesta Coal Company. The Company now operates the vessels in the transport of coal by river from its Pennsylvania mines and Pittsburgh pools to its plants in Pittsburgh and Aliquippa. Some of these vessels are regularly engaged in the transport of finished products from the Pennsylvania

plants to points outside Pennsylvania along the Ohio and Mississippi Rivers, and currently some are engaged in the transport of coal from Huntington, West Virginia, to the Pittsburgh and Aliquippa plants.

During the past 12 months period, the value of the raw materials used by the respondent at its Pennsylvania and Ohio plants was in excess of \$50,000,000, of which approximately 50 percent originated at points outside the States of Pennsylvania and Ohio. During the same period, the value of the finished products of the company at its Pennsylvania and Ohio plants was in excess of \$234,000,000, of which approximately 50 percent was shipped to points outside the States of Pennsylvania and Ohio.

During the period from November 1, 1942, to August 21, 1943, 259,924 tons of coal were transported by the respondent by its river boats from Huntington, West Virginia, to its Aliquippa, Pennsylvania plant, and from January 1, 1943, to August 31, 1943, 3,255,870 tons of coal were transported by the said river vessels from the Vesta and Shannopin Mines of the respondent to its Pittsburgh and Aliquippa, Pennsylvania plants. For the period from January 1, 1943, to August 31, 1943, the respondent transported by its river vessels from its plant in Pennsylvania 60,229 tons of finished products to intermediate points on the Ohio and Mississippi Rivers from Parkersburg, West Virginia, to New Orleans, Louisiana.

The respondent concedes that, in its river operations, it is engaged in commerce within the meaning of the Act, and is subject to the jurisdiction of the Board.²

II. THE LABOR ORGANIZATION INVOLVED

The National Organization Masters, Mates & Pilots of America, Local 25, is a labor organization, affiliated with the American Federation of Labor, admitting to membership employees of the respondent.³

III. THE UNFAIR LABOR PRACTICES

The refusal to bargain

1. The appropriate unit and representation by the Union of a majority therein

On March 2, 1943, the Board issued a Decision and Direction of Elections [Case No. R-4882, 47 N. L. R. B. 1272] finding among other things, that all masters, mates, and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

On March 16, 17, 18, and 19, 1943, elections were held pursuant to said Direction of Elections. On March 22, 1943, the Regional Director issued and served upon the parties election reports with respect to the balloting. No objections to the conduct of the ballot were filed by any of the parties. On March 30, 1943, as a result of the election, the Board certified the Union as the representative for the purposes of collective bargaining of the employees in the unit hereinabove referred to. On June 9, 1943, the respondent filed a motion with the Board requesting that the Board withdraw its certification in this proceeding on the ground that masters, mates and pilots are supervisory employees and as such cannot constitute an appropriate unit under its decision in the *Maryland Drydock* case.⁴

² This finding is based on the commerce fact stipulated in the representation hearing in Case No. R-4882, 47 N. L. R. B. 1272, and on the additional facts stipulated in this case.

³ This finding is based on the stipulation of the parties in the record and on the findings of the Board in Case No. R-4882, introduced in evidence in this case.

⁴ *Matter of Maryland Drydock Company*, 49 N. L. R. B. 733.

On July 13, 1943, the Board entered its order, without opinion, denying the respondent's motion. The respondent thereafter by its letter dated July 28, 1943, again urged upon the Board reconsideration of its Decision and Order, upon the same ground previously advanced by the respondent in its petition of June 9, 1943. The Board treated respondent's letter as a petition for further reconsideration, and on August 11, 1943, the Board issued a Supplemental Decision and Order affirming its previous ruling and again denying the motion of the respondent that the Board withdraw its certification from the Union as bargaining representative of the employees⁵ in the appropriate unit heretofore described.

The respondent does not question the fact that the Board has certified the Union as the representative of its employees in the unit above referred to, but contests the appropriateness of the unit, and hence the subsequent certification of the Union therefor. The issues raised by the respondent in this hearing are the same as those asserted in the prior hearing in Case No. R-4882, and were fully considered and determined by the Board in its Decision and Direction of Election,⁶ and again in its Supplemental Decision and Order of August 11, 1943,⁷ wherein the Board held that all masters, mates, and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act, and that the unit so designated is within the exception to the general principle laid down by the Board in the *Maryland Drydock Company* case. No newly discovered evidence or evidence that could not have been adduced at the previous hearing in Case No. R-4882 was offered by the respondent in this hearing. The respondent offered, and the undersigned admitted, excerpts from the evidence in the record in the *Matter of Jones and Laughlin Steel Corporation*, 37 N. L. R. B. 366, on the theory that that evidence would not be a part of the record in this case, so that the record in this case would contain evidence of the duties of masters, and their supervisory responsibilities, as distinguished from mates and pilots, in support of respondent's contention that masters ought not to be included in the unit designated by the Board.⁸ No evidence was offered or introduced in the present proceeding to rebut the presumption arising from the certification that the Union is still the representative of the majority of the employees of the respondent in the appropriate unit. A re-examination of the record supports the determinations made, and the undersigned finds in accordance therewith.

The undersigned finds, in accordance with the Board's previous determination, that all masters, mates, and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act. The undersigned further finds that on and at all times after March 30, 1943, the Union was the duly designated bargaining representative of a majority of the employees in the aforesaid appropriate unit, and that, pursuant to the provisions of Section 9 (a) of the Act, the Union was on March 30, 1943, and at all times thereafter has been and is now the exclusive representative of all employees in the aforesaid unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

⁵ 51 N. L. R. B. 1204.

⁶ 47 N. L. R. B. 1272.

⁷ 51 N. L. R. B. 1204.

⁸ This same issue was raised by the respondent in *Matter of Jones and Laughlin Steel Corporation*, 37 N. L. R. B. 366, and ruled by the Board against the respondent.

2. The refusal to bargain

On April 14, 1943, the Union by letter requested the respondent to bargain collectively with it as the exclusive representative of the employees in the unit. On April 21, 1943, the respondent replied suggesting April 29, 1943, as a meeting date. However, the parties were unable to get together on that date. Thereafter, beginning with May 7, 1943, the representative of the Union endeavored on several occasions over the telephone to get the respondent to agree to a meeting for bargaining purposes. These telephone calls, however, were ignored by the respondent until May 24, 1943, when the respondent agreed to and did meet with the Union on that date. At this meeting, the respondent informed the Union that it would refuse to bargain with it on the ground that the unit found appropriate by the Board was inappropriate, and further stating that the respondent intended to file with the Board a petition to set aside the Board's order of Direction of Elections and its certification of representatives. This the respondent on the same day confirmed by a letter addressed to the Union. The respondent, has, since May 7, 1943, maintained this position and has continued to refuse to bargain collectively with the Union. The respondent admitted receiving the Union's request for collective bargaining and respondent's refusal to bargain for the aforesaid reason.

The undersigned finds that the respondent since May 7, 1943, and at all times thereafter has refused to bargain collectively with the Union as the exclusive representative of its employees in the appropriate unit and has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

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 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

Since it has been found that the respondent has engaged in unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Since it has been found that the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, it will be recommended that the respondent, upon request, bargain collectively with the Union.

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

CONCLUSIONS OF LAW

1. National Organization of Masters, Mates & Pilots of America, Local No. 25, affiliated with the American Federation of Labor, is a labor organization, within the meaning of Section 2 (5) of the Act.

2. All masters, mates, and pilots including "temporary contract" pilots, employed by the respondent on its river towboats, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, was on March 30, 1943, and at all times thereafter, has been the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing on May 7, 1943, and at all times thereafter, to bargain collectively with National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, as the exclusive representative of all its employees in the aforesaid appropriate unit, the respondent has engaged and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

5. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged 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.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that the respondent, Jones & Laughlin Steel Corporation, Pittsburgh, Pennsylvania, and its officers, agents and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, as the exclusive representative of all its employees employed as masters, mates, and pilots, including "temporary contract" pilots, employed by the respondent on its river towboats;

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

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

(a) Upon request, bargain collectively with National Organization of Masters, Mates & Pilots of America, Local 25, affiliated with the American Federation of Labor, as the exclusive representative of all its employees employed by the respondent as masters, mates, and pilots including "temporary contract" pilots on its river towboats;

(b) Post immediately in conspicuous places at its plants in Pittsburgh, Pennsylvania, Aliquippa, Pennsylvania, and Cleveland, Ohio, and on its towboats, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is recommended that it cease and desist in paragraph 1 (a) and (b) of these recommendations, and (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) of these recommendations;

(c) Notify the Regional Director for the Sixth Region in writing, within ten (10) days from the date of the receipt of this Intermediate Report, what steps the respondent has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 2—as amended, effective October 28, 1942—any party may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record of proceedings (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. As further provided in said Section 33 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

MAX G. BARON
Trial Examiner

Dated September 27, 1943.