

CHICAGO RAWHIDE MANUFACTURING COMPANY *and* INTERNATIONAL FUR AND LEATHER WORKERS UNION OF UNITED STATES AND CANADA *and* CHICAGO RAWHIDE EMPLOYEES COMMITTEE; CHICAGO RAWHIDE EMPLOYEES GRIEVANCE COMMITTEE; CHICAGO RAWHIDE EMPLOYEES SHOP COMMITTEE; CHICAGO RAWHIDE EMPLOYEES RECREATION COMMITTEE; and their successor, ELGIN RAWHIDE EMPLOYEES ASSOCIATION. Case No. 13-CA-847. June 25, 1953

### DECISION AND ORDER

Upon a charge duly filed by International Fur and Leather Workers Union of United States and Canada, herein called the Union, the General Counsel of the National Labor Relations Board, respectively called herein the General Counsel and the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued a complaint dated July 25, 1952, against Chicago Rawhide Manufacturing Company, herein called the Respondent, alleging that the Respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (2) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, herein called the Act.

With respect to the unfair labor practices, the complaint alleges, in substance, that Elgin Rawhide Employees Association, herein called the Association, after on or about July 17, 1951, but before on or about July 17, 1952, became the successor, in whole or in part, to the Employee Committees named; that the Respondent, beginning on or about June 1, 1950, and continuously thereafter until December 2, 1950,<sup>1</sup> participated in the instigation, formation, and development of said Committees, and provided financial and other assistance to them; and that the Respondent on or after December 2, 1950, continued to dominate and interfere with the administration of said Committees and the Association, and contributed financial and other assistance to them.

On about August 27, 1952, the Respondent filed an answer in which it admitted the jurisdictional allegations of the complaint but denied the commission of any unfair labor practices. As a special defense the Respondent alleged that the General Counsel was not empowered to issue the complaint because the Union was not in compliance with Section 9 (h) of the Act when the charge was filed or when the complaint was issued.

Pursuant to notice, a hearing was held from September 22 to 24, 1952, at Elgin, Illinois, before John Eadie, Trial Examiner. All parties were represented by counsel. At the conclusion of the General Counsel's case and at the conclusion of the whole case, the Respondent moved to dismiss the complaint for lack of proof. The Trial Examiner reserved ruling and thereafter, in

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<sup>1</sup> The charge was filed by the Union on May 29, 1951. It was served upon the Respondent on June 2, 1951.

his Intermediate Report, recommended dismissal. The General Counsel moved to strike Respondent's special defense from its answer. The motion was denied. The General Counsel moved to conform the pleadings to the proof, as to names, dates, and other minor variances. The motion was granted without objection. The Respondent moved to strike all the evidence relating to acts or occurrences before December 2, 1950. Ruling was reserved, and the motion was denied by the Trial Examiner in his Intermediate Report.

The Board<sup>2</sup> has reviewed the rulings made by the Trial Examiner at the hearing and finds no prejudicial errors were committed. The rulings are hereby affirmed.

On December 15, 1952, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the parties, in which he found that the Respondent had not engaged in any unfair labor practices and recommended that the complaint be dismissed in its entirety. The General Counsel filed exceptions to the Intermediate Report and a brief in support of his exceptions. The Respondent filed no exceptions but did file a brief in support of the allegations in its special defense.<sup>3</sup>

The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case. Although we are in substantial agreement with the Trial Examiner's findings of fact our disagreement with his conclusions and recommended order is such that we make our own findings, conclusions, and order, as follows:

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENT

The Respondent is an Illinois corporation, with its principal office at 1301 Elston Avenue, Chicago, Illinois. At all times material herein, it has been engaged in the business of manufacturing mechanical leather and synthetic goods for distribution and sale, and in the course thereof operates

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<sup>2</sup>Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Houston and Murdock]

<sup>3</sup>These allegations were that the charging Union was not in compliance with Section 9 (h) of the Act at the time it filed its charges in this proceeding, or at the time the Respondent raised its special defense, because a person alleged by the Respondent to be a vice president of the Union had not filed a non-Communist affidavit nor had such affidavits been filed by the members of the Union's executive board, who are alleged to be makers of the Union's policy. Although, as recited above, the Trial Examiner denied the General Counsel's motion to strike the special defense, he correctly rejected the Respondent's proffer of proof in support of the defense because the question whether officers of a labor organization which is required to comply have filed the necessary affidavits is one for administrative determination by the Board and is not litigable. After the close of the hearing the Respondent filed with the Board what it describes as a petition to reconsider determination of compliance in which it reiterated the allegations in the special defense. The Board has acted upon that "petition" apart from this proceeding and in so doing has considered the Respondent's brief mentioned above and is administratively satisfied that the charging Union has been in compliance at all time pertinent to this proceeding.

manufacturing plants in Chicago and Elgin, Illinois, and in Detroit, Michigan. Only the Elgin plant is involved in the instant proceeding.

The Respondent commenced operations at the Elgin plant in March 1950. Since that time it has purchased annually raw materials costing more than \$1,000,000 with approximately 50 percent of that amount being received, directly or indirectly, from points outside the State of Illinois. Since about March 1950, the annual sale of products manufactured at the Elgin plant has exceeded \$1,500,000 in value, with approximately 50 percent of the total being shipped and transported to points outside the State of Illinois.

The Respondent concedes, and we find, that it is engaged in commerce within the meaning of the Act.

## II THE ORGANIZATIONS INVOLVED

International Fur and Leather Workers Union of United States and Canada and Elgin Rawhide Employees Association are labor organizations within the meaning of Section 2 (5) of the Act. Throughout their existence Chicago Rawhide Employees Grievance Committee, Chicago Rawhide Employees Shop Committee, and Chicago Rawhide Employees Committee were such labor organizations. For reasons hereinafter stated, we find that Chicago Rawhide Employees Recreation Committee is not a labor organization within the meaning of the Act.

## III. THE UNFAIR LABOR PRACTICES

### A. Occurrences before December 2, 1951

#### 1. The formation and administration of the Grievance and Shop Committees

As related above, operation of the Elgin plant started about March 1950. Vice-President Jens Agger had charge of the plant. A considerable number of employees from the Respondent's Chicago plant were transferred to the Elgin plant. Shortly after the opening of the plant, the Respondent distributed a booklet to each employee describing the Respondent's operations and setting out the plant rules and other conditions of employment. With regard to grievances, the booklet merely stated that an employee could take up any problem he might have with his foreman or with the personnel department.

A group of 5 or 6 employees, all of them transfers from the Chicago plant, was dissatisfied with the lack of any procedure providing for employee participation in the handling of grievances.<sup>4</sup> They canvassed the other transferred em-

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<sup>4</sup>All members of the group were familiar with union techniques in handling grievances because of their previous employment at the Chicago plant where the charging Union had for some years represented the employees. Most of the group had served at some time on one or another of the union committees there.

ployees and satisfied themselves that almost all of them were in favor of establishing some such procedure. They then delegated Joseph Violi,<sup>5</sup> one of their members, to find out whether Agger would consider the establishment of such a procedure. Violi obtained an appointment for the group to discuss the matter with Agger.<sup>6</sup> When the group saw Agger they told him that the employees generally were dissatisfied with the present arrangement and wanted to establish a procedure providing for employee participation in the handling of grievances. Agger said he would consider their proposal. He did not then or at any other time inquire whether the group, hereinafter referred to as the negotiating committee, represented any substantial number of the employees.

After several meetings between Agger and the negotiating committee and an exchange between them of drafts of proposed procedures, agreement was reached.<sup>7</sup> The procedure adopted provided among other things for the selection of departmental representatives who were to act as shop stewards and together constitute the Shop Committee.<sup>8</sup> A temporary grievance committee consisting of five members was named, with the proviso that they were to select a sixth member who would act as their chairman.<sup>9</sup> After 6 months the employees were to select a grievance committee of six to replace the temporary committee.<sup>10</sup>

About July 19, 1950, the plan was posted on the plant bulletin boards and a copy distributed to each employee by management. A few days after this, the Grievance Committee advised Agger that there was misunderstanding among employees concerning the plan, and asked for permission to conduct a series of meetings in the plant for the purpose of explaining it to the employees. Agger granted permission

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<sup>5</sup> Violi had acted at various times as a bargaining committee member, executive board member, chief steward and chairman of the grievance committee at the Chicago plant.

<sup>6</sup> Violi testified that he saw Agger personally when he obtained the appointment for the group to meet with Agger and told Agger at that time that the old employees were anxious to try the experiment of setting up a workable grievance procedure without any outside assistance. Agger testified that he had no recollection of discussing anything relating to the matter until he talked with the group as a whole, including Violi.

<sup>7</sup> The procedure finally adopted followed the draft submitted by the Respondent but it was adopted only after the Respondent agreed to drop a provision on arbitration which was unacceptable to the negotiating committee. However, testimony that it was otherwise in substance much the same as the committee's draft was not contradicted.

<sup>8</sup> There was no express provision that the shop committeemen must be employed in the departments they represented, but it was apparently so interpreted by both parties and, in practice, if a shop committeeman left the Respondent's employ or was transferred to another department, an election was held in his old department to replace him.

<sup>9</sup> The names of the employees listed had been furnished by the negotiating grievance committee. They included only one of the members of the negotiating committee or original group. However, as soon as the procedure was promulgated, the temporary grievance committee selected Joseph Violi as chairman and sixth member. Although the procedure made no mention of a chairman of the Shop Committee, this committee soon after its election also selected Violi as chairman. The Grievance and Shop Committees when acting jointly were known as the Employees Committee.

<sup>10</sup> The procedure made no provision for the method of selection. In practice, as in the case of the Shop Committee, the members were elected in departmental elections.

for the meetings. Shortly thereafter, during the latter part of July 1950, departmental meetings were held on company time and property. The departmental representatives of the Shop Committee were elected at these meetings. Agger learned of the elections after the second or third meeting. He notified Violi that the only purpose for the meetings was to explain the grievance procedure to the employees, that the Respondent would neither permit nor sanction elections at such meetings (on company time), and that elections should be held thereafter during lunch or rest periods.<sup>11</sup> Elections thereafter were held during lunch hours or rest periods but continued to be held on company premises. It was the practice of the Employees Committee to obtain advance permission to use the premises and to submit for management approval all election notices to be posted on the plant bulletin boards.

The Grievance Committee met about twice a month during working hours in an office made available to them by the Respondent. No deduction was made from their compensation for the time spent on committee business, including the second step of the grievance procedure, when they met for the purpose of determining whether or not a grievance should be carried to the third step, in which it would be considered by a representative of the Respondent together with the chairman and one other member of the Grievance Committee. Meetings of the Grievance Committee in the second step were not meetings of employees to confer with their employer,<sup>12</sup> which Section 8 (a) (2) authorizes to be conducted during working hours without loss of time or pay.

## 2. The Recreation Committee

At the departmental meetings in July 1950, at which Violi explained the grievance procedure to the employees, he asked them for suggestions as to other matters which they thought should be taken up. The most frequent suggestions were for the creation of a recreation committee, a safety committee, a welfare committee, and a credit union. Violi submitted these suggestions to the Employees Committee and after receiving their endorsement transmitted them to Agger. Agger refused to consider a welfare committee and a credit union<sup>13</sup>

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<sup>11</sup> There were about 5 of the above meetings, and they were held over a period of 2 days. Although Agger testified that he learned of the elections after the second or third meeting, it appears that he did not talk to Violi until after the last meeting had been held. It was stipulated that the meetings were held on company time and property and that members of the Shop Committee were elected at such meetings.

<sup>12</sup> Representatives of the Respondent appeared at "second step" meetings of the Grievance Committee only when the Committee needed further facts in order to make a determination and invited the Respondent to send a representative to supply those facts. When representatives of the Respondent were present because of such a request they took no part in the deliberations of the Committee, and many "second step meetings" took place at which no representative of the Respondent was present at any time.

<sup>13</sup> At a much later time a credit union was set up. None of the allegations of the complaint are relevant to the safety committee or the credit union.

but agreed to a safety committee and a recreation committee. He then instructed his personnel manager to work out the details of the formation of the Recreation Committee with the chairman of the Grievance Committee. Agger gave the manager no instructions as to the makeup or scope of the Recreation Committee except that management must be represented.

Violi furnished the personnel manager with a list of employees who were to constitute the Recreation Committee. The list had been compiled in the following manner: Violi visited each department, asking for suggestions of employees suitable for Recreation Committee members. He submitted all the suggested names to the Employees Committee, which ranked the names in order of suitability. Violi then approached the employees, in the order thus listed, until he had received five acceptances. He then presented the names of these five employees to the personnel manager as the Recreation Committee. The Recreation Committee has been in existence ever since and, whenever members have resigned or left the Respondent's employ, replacements have been made in the same manner. Since the inception of the Committee, Violi has acted as an adviser to it and the personnel manager or his assistant has acted as a company adviser to the Committee.

The Recreation Committee has never engaged in any activity outside the recreation field. It has sponsored company baseball and basketball teams and arranged employee picnics and dances. In the period before December 2, 1950, the Respondent contributed \$938.07 to help defray the costs of such activities.<sup>14</sup>

We agree with the Trial Examiner that the Recreation Committee is not a labor organization. However, the manner in which the Committee was organized, the method by which the members were selected, the leading part played in both these matters by the joint chairman of the Grievance and Shop Committees and his continued role as adviser to the Recreation Committee, stamp it as the mere creature and adjunct of the parent labor organizations, the Grievance and Shop Committees. In these circumstances the activities of the Recreation Committee clearly served to enhance the prestige of the parent labor organizations, and the Respondent's contribution to the Recreation Committee constituted assistance to them.

#### B. Events occurring after December 2, 1950

1. The transition from the grievance procedure to recognition of the Employees Association in full bargaining representation

About February 1951 the charging Union began an organizational campaign at the Elgin plant. During March, the Grievance Committee at a number of meetings considered the question of

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<sup>14</sup>Specifically the Respondent paid for the equipment of the teams, the fees for their participation in local industrial leagues, and met any deficits in expenses for its other activities not covered by gate receipts.

requesting the Respondent for full recognition as the bargaining representative of the employees. The question was discussed at some of the regular meetings of this Committee, which were held on company time and property in accordance with the grievance procedure.<sup>15</sup> Finally, at a meeting which was held at an employee's home, the Committee voted to consult an attorney. It appears that members of the Shop Committee also were present at this meeting. Thereafter, petitions designating the Employees Committee as bargaining agent were circulated among the employees. However, employees were not solicited during working hours. More than 300 employees signed the petitions, these being at least 80 percent of the total number in the plant at the time.

On about April 3 or 4, Violi and other committee members met with Agger. Violi had the petitions with him. He informed Agger that "the employees have given us authority to go in and bargain for wage increases and other advantages of employment." Agger replied that they would have to notify the president of the company as he did not have authority to give an answer. Violi sent a letter to the president that same night. About 3 or 4 days later the Committee was called to the conference room in the plant. Agger and the Respondent's attorney were present. Agger informed them that the Respondent had received a wire from the Union demanding recognition, and that the Respondent could not grant recognition to either party until the question of representation was resolved by the Board.

On April 10, 1951, the Respondent petitioned the Board for an election (Case No. 13-RM-104). The Union filed a petition on April 11 (Case No. 13-RC-1915). During a joint conference at the offices of the Board, held on April 17, 1951, the Employees Committee advised all parties present that it did not wish to intervene or to appear on the ballot. Pursuant to a "Stipulation for Certification upon Consent Election," an election was conducted by the Board on May 23, 1951. The Union lost the election by a vote of 299 to 49. No objections to the election were filed; but, as related above, the Union filed the charge herein on May 29, 1951. The Board issued its certification of the results of the election on June 4, 1951.

The evidence discloses that the Respondent recognized the Grievance Committee and Shop Committee until at least about mid-April 1951. Following the joint conference on April 17, the Respondent suspended recognition of the two committees. Recognition was resumed on or about May 28, and grievances were processed under the old grievance procedure until July 17, 1951.

On June 1, 1951, the Employees Committee, headed by Violi, renewed its request for full recognition. The Respondent granted such recognition. The Committee convened a meeting

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<sup>15</sup> It is undisputed that the committee members were paid for the time spent at regular meetings. Violi testified without contradiction that the Respondent did not know that recognition or other matters not related to grievances were discussed at such meetings

of all employees that same day, after working hours, at 4:30 p.m. in the plant cafeteria. The purpose of the meeting was to discuss bargaining demands. About 8 or 10 night-shift employees attended the meeting without the knowledge or permission of the Respondent. As a result, these employees were paid for the time they spent at the meeting. The meeting lasted about a half hour. After this meeting, the employees' bargaining committee and representatives of the Respondent held several bargaining conferences; and a verbal agreement on major issues was reached. The employees then convened another meeting on June 18, 1951, also held in the plant cafeteria starting at 4:30 p.m. The purpose of the meeting was to ratify the agreement reached by the bargaining committee. About 8 or 10 second-shift employees also attended this meeting without the Respondent's knowledge.<sup>16</sup> Thereafter, after conferences between the parties, a written agreement for the term of 1 year, with provision for automatic renewal, was drafted. It was signed on July 17, 1951, on behalf of the employees by the Elgin Rawhide Employees Association, which was the new name for the Employees Committee.

On July 17, 1952, after bargaining conferences, the Association and the Respondent entered into another collective-bargaining contract for a term of 2 years.

## 2. Administration of the Employees Committee and the Employees Association

Until shortly before the hearings in this proceeding opened in September 1952, the Elgin Rawhide Employees Association had no constitution or bylaws. A constitution and bylaws were then adopted which provided, inter alia, for the payment of a membership fee of \$1 covering membership for as long as the person paying it remained an employee of the Respondent. Before the adoption of the constitution and bylaws there were no membership fees, any employee being automatically considered to be a member, and no dues requirement. Until then the Association had been financed by soliciting contributions from the employees to meet various specific expenses. Contributions ranged from 5 cents to 5 dollars and any deficits were paid by the chairman of the Grievance Committee out of his own pocket.

## 3. The Recreation Committee

During the period after December 2, 1950, the Recreation Committee continued to function, as before, with the Respond-

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<sup>16</sup>The meetings of the Grievance Committee in connection with the second step of the grievance procedure continued to be held on company time throughout the period following December 2, 1950. Apart from this and the 2 occurrences described above, there was but 1 other incident during this period which involved meeting on company time. This occurred in January or February 1951 when a departmental meeting for the election of a replacement member of the Grievance Committee ran from 3 to 8 minutes into working time. When Agger learned of this, he reprimanded Violi for not conforming to his previous instructions not to hold such meetings on company time.

ent's personnel manager and Violi acting as advisers. The Respondent's financial contributions to this Committee, which were for the same purposes generally as its previous contributions, amounted to \$800.16.

### C. Conclusions

We agree with the Trial Examiner that the Respondent did not dominate the formation of the Grievance and Shop Committees. The idea originated with a group of employees, without prior suggestion by the Respondent. However, in the working out of the form and functions of these organizations, there are ample indications of employer assistance and of potential if not actual control. The Shop Committee was basically an employee representation plan of a type which the Board has often in the past found violative of Section 8 (a) (2). Foremost of the indications of support and control is the Respondent's initial immediate willingness to deal with the employees' negotiating committee without inquiry as to its representative status, its acceptance of the temporary Grievance Committee named by the negotiating committee, and the promulgation of the grievance procedure, likewise without questioning or seeking any proof of such status. Other indicia are the Respondent's potential control of the Grievance and Shop Committees through the Respondent's unrestricted, although unexercised, power to lay off or transfer<sup>17</sup> the committee members, its assistance to the Committees, and interference with their administration, by permitting the elections of the personnel of the Committees to be held on company premises and, in the case of the initial elections for shop committeemen, on company time; its supervising of notices of election and permitting their posting on company bulletin boards;<sup>18</sup> its permitting the committees to transact their business on company premises and allowing the processing of grievances in the second step<sup>19</sup> on company time without deduction from the compensation of the committee members;<sup>20</sup> and its contributions to the Recreation Committee which enhanced the prestige of the Employees Committee and constituted indirect assistance to the latter. We believe, unlike the Trial Examiner, that the combined effect of these actions and the attitude they reflected was to establish a well-defined pattern of assistance to the Grievance and Shop Committees, which would have constituted a clear violation of Section 8 (a) (2) and of Section 8 (a) (1), but for the fact that this assistance occurred more than 6 months before the filing and service of charges in the instant proceeding.

<sup>17</sup>Sun Oil Company, 87 NLRB 833; Axelson Manufacturing Company, 88 NLRB 761; Madix Asphalt Roofing Corp., 85 NLRB 26.

<sup>18</sup>Stedfast Rubber Co., Inc., 91 NLRB 300; American Thread Company, 84 NLRB 593

<sup>19</sup>See footnote 12, supra.

<sup>20</sup>Wyman-Gordon Co (Ingalls-Shepard Division) v. N. L. R. B., 153 F. 2d 480 (C. A. 7); Axelson Manufacturing Co., supra; The Carpenters Steel Co., 76 NLRB 670.

The two Committees thus entered the period beginning 6 months before the filing and service of the charges as employer-assisted, albeit not employer-dominated, labor organizations and the Respondent's relationship with them and their successors within the 10 (b) period may be evaluated against that background.<sup>21</sup> The Respondent continued every one of the practices enumerated above during the period following December 2, 1950, except that of permitting elections for committee members to be held on company time. All contract negotiations with the Employees Committee and its successor, the Association, took place on company premises and on company time and no deductions were made from the compensation of the employee participants; under similar conditions the members of the Grievance Committee continued to process grievances in the second step; the Respondent continued to oversee notices of elections; the Respondent continued its contributions to the Recreation Committee; and no restriction on the Respondent's power to affect the personnel of the Shop Committee by layoff or transfer appeared until the 1952 contract, which provides that in event of layoff shop committee-men enjoy a special seniority.

The Trial Examiner regarded all these matters as at most mere technical violations of Section 8 (a) (2). It is true that we have sometimes treated instances of such assistance, when standing alone, as too insubstantial to warrant a finding of violation of Section 8 (a) (2).<sup>22</sup> Here they do not stand alone but in combination, and against a background of assistance before the 10 (b) period. Furthermore they stand in conjunction with a continued recognition without proof of majority status.<sup>23</sup>

In these circumstances we find that the Respondent assisted the Grievance Committee, the Shop Committee, the Employees Committee, and the Employees Association, and interfered with the administration of these organizations, within the 10 (b)

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<sup>21</sup>El Mundo, Inc., 92 NLRB 724.

<sup>22</sup>For example, Tennessee Knitting Mills, Inc., 88 NLRB 1103. Allowing elections of employee committee members to be conducted on company premises and on company time.

<sup>23</sup>It is true, as set forth supra, that when the Employees Committee made its demand in April 1951 for recognition as a full bargaining agent, that demand was buttressed by a petition signed by 300 of the employees asking for such recognition. Violi had these petitions in his hand when he presented the demand to Agger, but did not leave them with Agger at the close of the conference. The record does not definitely establish that Agger inspected the petitions, although Agger testified at one point that he knew they contained over 200 names. In any event, after the filing of petitions with the Board by both the Respondent and the charging Union, and when a consent election was agreed to, the Employees Committee obviated a real test of its majority status by declining to have its name placed on the ballot.

Nevertheless the Respondent recognized the Employees Committee without questioning its majority only 6 days after the certification of results of the consent election, and entered into negotiations which resulted in the execution of the 1951 contract with the Employees Association, successor to the Employees Committee. Agger attempted to justify the Respondent's failure to ask for proof of majority on the ground that he assumed that the vote against the charging Union was in effect a vote for the Employees Committee. This, however, was despite the fact that the Committee by its decision not to participate in the election had thus itself foreclosed opportunity for the clearest demonstration of its majority status, if such existed.

period, and thereby violated Section 8 (a) (2) and 8 (a) (1) of the Act.<sup>24</sup>

#### 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

Having found that the Respondent has engaged in certain unfair labor practices, we shall order that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

We have found that the Respondent assisted, contributed support to, and interfered with the administration of the Chicago Rawhide Employees Grievance Committee and its successor, the Elgin Rawhide Employees Association. However, as we have concluded that these unfair labor practices of the Respondent did not constitute domination, we shall not order the disestablishment of the Elgin Rawhide Employees Association, but shall order that the Respondent withdraw recognition from the Elgin Rawhide Employees Association and that the Respondent shall refrain from recognizing or dealing with it or its related or subordinate Committees, the Grievance Committee, Shop Committee, and Employees Committee,<sup>25</sup> unless and until the Elgin Rawhide Employees Association shall have been certified as the collective-bargaining representative of the Respondent's employees at its Elgin plant. We shall also order that the Respondent cease giving effect to any and all contracts, supplements thereto, or modification thereof, with Elgin Rawhide Employees Association. However, nothing herein shall be taken to require Respondent to vary the wages, hours, seniority, and other substantive features of its relations with the employees, themselves, which Respondent has established in performance of said contracts or any revision extension, renewal, or modification thereof.

Upon the basis of the foregoing findings of fact and upon the entire record in this case, we make the following:

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<sup>24</sup> Axelson Manufacturing Company, supra; American Thread Company, supra; The Carpenter Steel Company, supra

<sup>25</sup> Although the Grievance, Shop, and Employees Committees no longer exist as separate labor organizations they apparently continue to function as subordinate committees of the Elgin Rawhide Employees Association.

## CONCLUSIONS OF LAW

1. Chicago Rawhide Manufacturing Company, an Illinois corporation, is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

2. International Fur and Leather Workers Union of United States and Canada and the Elgin Rawhide Employees Association are labor organizations within the meaning of Section 2 (5) of the Act. Chicago Rawhide Employees Grievance Committee, Chicago Rawhide Employees Shop Committee, and Chicago Rawhide Employees Committee were throughout their separate existence labor organizations.

3. By assisting, contributing support to, and interfering with the administration of Chicago Rawhide Employees Grievance Committee, Chicago Rawhide Employees Shop Committee, Chicago Rawhide Employees Committee, and their successor, the Elgin Rawhide Employees Association, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (2) of the Act.

4. By said acts the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has thereby engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (a) (1) of the Act.

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

## 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, Chicago Rawhide Manufacturing Company, Elgin, Illinois, and its officers, successors, and assigns, shall:

1. Cease and desist from:

(a) Assisting, contributing support to, or interfering with the administration of, the Elgin Rawhide Employees Association or with the formation or administration of any other labor organization of its employees for the purposes of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment.

(b) Giving effect to any and all contracts, supplements thereto, or modifications thereof, with Elgin Rawhide Employees Association.

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

(a) Withdraw and withhold all recognition from the Elgin Rawhide Employees Association or any of its subordinate Committees as the representative of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until such organization shall have been certified as such representative by the Board.

(b) Post at its plant in Elgin, Illinois, copies of the notice attached hereto marked "Appendix A."<sup>26</sup> Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

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

<sup>26</sup>In the event that this Order is enforced by a decree of a United States Court of Appeals there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order "

**APPENDIX A**

**NOTICE TO ALL EMPLOYEES**

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT assist, or interfere with the administration of, the Elgin Rawhide Employees Association or any of its related or subordinate Committees, or with the formation or administration of any other labor organization of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment.

WE WILL withdraw and withhold all recognition from the Elgin Rawhide Employees Association, and any of its related or subordinate Committees, as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until such organization shall have been certified as such representative by the Board.

CHICAGO RAWHIDE MANUFACTURING COMPANY,  
Employer.

Dated ..... By.....  
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.