

ERA being a dominated organization, all initiation fees, dues, and other moneys paid into it by employees have been paid under coercion and duress. Particularly was this true after Respondents entered into the contract containing union-security provisions. I find that it would not effectuate the policies of the Act to permit the Respondent ERA to retain such payment of initiation fees, union dues, assessments, and other moneys which have been unlawfully exacted from employees of Respondent Company as the price of their employment. Therefore, as part of the remedy I shall order the Respondents, jointly and severally, to refund to the employees of Respondent Company all of the initiation fees, dues, assessments, and other moneys paid by the employees to or for ERA. I believe that these remedial provisions are appropriate and necessary in order to expunge the coercive effect of the Respondents' unfair labor practices.¹⁹

The violations of the Act found herein to have been committed by Respondent Company are persuasively related to the other unfair labor practices committed by the Company, as found by the Board in 121 NLRB 448. The danger of Respondent Company's commission of unfair labor practices in the future is to be anticipated from its conduct in the past. The preventive purposes of the Act will be thwarted unless the order is coextensive with the threat. In order, therefore, to make more effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, I shall recommend that the Respondent Company be ordered to cease and desist from infringing in any manner upon the rights guaranteed in Section 7 of the Act.

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

CONCLUSIONS OF LAW

1. Detroit Plastic Products Company is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, and Employees Representative Association are both labor organizations within the meaning of the Act.
3. By dominating and interfering with the formation and administration of Employees Representative Association, and by contributing support to it, Respondent Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) of the Act.
4. By entering into, maintaining, and enforcing a collective-bargaining agreement which contains unlawful union-security provisions, Respondent Company has violated Section 8(a)(1), (2), and (3), and Respondent ERA has violated Section 8(b)(1)(A) and (2) of the Act.
5. By interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, Respondent Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
6. By restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, Respondent ERA has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

[Recommendations omitted from publication.]

¹⁹ *Lakeland Bus Lines, Incorporated*, 122 NLRB 281, and cases cited in footnote 5 thereof.

Baltimore Luggage Company and International Leather Goods, Plastics and Novelty Workers Union, AFL-CIO. *Cases Nos. 5-CA-1377 and 5-CA-1496. March 22, 1960*

DECISION AND ORDER

On November 4, 1959, Trial Examiner George A. Downing issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in certain unfair labor practices and 126 NLRB No. 140.

recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner also found that the Respondent had not engaged in certain other alleged unfair labor practices and recommended that the complaint be dismissed as to these allegations. Thereafter the Charging Party filed exceptions to portions of the Intermediate Report and a supporting brief. The Respondent filed a reply brief only.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds no prejudicial error was committed.¹ The rulings are hereby affirmed. The Board has considered the entire record in this case, including the Intermediate Report and the exceptions and briefs, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.²

ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent, Baltimore Luggage Company, Baltimore, Maryland, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Engaging in or claiming to engage in surveillance of union meetings; interrogating employees concerning their union sentiments, attendance at union meetings, or their voting intentions in a manner constituting interference, restraint, and coercion in violation of Section 8(a) (1) of the Act; threatening loss of employment for attending union meetings; threatening loss of employment, a reduction of working time, or other benefits, or threatening to close the plant if a union should come in; threatening loss of employment if employees do not vote against the Union; promising full employment if the Union is defeated; promising job security for adherence to it during the union campaign; attempting coercively to procure the resignation of pro-union employees; and interfering with the distribution of union literature to employees outside the plant.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist International Leather Goods, Plastics and Novelty Workers Union, AFL-CIO, or any other labor organization, to

¹ 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 [Members Rodgers, Jenkins, and Fanning].

² In agreement with the Trial Examiner, we assert jurisdiction over the Respondent, as a concern engaged in the manufacture of luggage, on the basis of its shipments out of the State of Maryland, valued in excess of \$50,000 annually. *Simmons Mailing Service*, 122 NLRB 81.

bargain collectively through representatives of their own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a) (3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

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

(a) Post in its plant at Baltimore, Maryland, copies of the notice attached hereto marked "Appendix."³ Copies of said notice, to be furnished by the Regional Director of the Fifth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon the receipt thereof and maintained by it for 60 consecutive days thereafter, in conspicuous places, where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notice is not altered, defaced, or covered by any other materials.

(b) Notify the Regional Director of the Fifth Region, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleges that the Respondent discriminated against Martha Gilliard in violation of Section 8(a) (3) and (4) of the Act.

³ 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

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 Labor Management Relations Act, we hereby notify our employees that:

WE WILL NOT engage in or claim to engage in surveillance of union meetings; interrogate employees concerning their union sentiments, attendance at union meetings, or their voting intentions in a manner constituting interference, restraint, and coercion in violation of Section 8(a) (1) of the Act; threaten loss of employment for attending union meetings; threaten loss of employment, a reduction of working time, or other benefits, or threaten to close the plant if the Union should come in; threaten loss of employment if employees do not vote against the Union;

promise full employment if the Union is defeated; promise job security for adherence to us during the Union's campaign; attempt coercively to procure the resignation of prounion employees; or interfere with the distribution of union literature to employees outside the plant.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist International Leather Goods, Plastics and Novelty Workers Union, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities except to the extent that such rights may be affected by an agreement authorized by Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

All of our employees are free to become or to remain members of the above Union or any other labor organization.

BALTIMORE LUGGAGE 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.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

This proceeding brought under Section 10(b) of the National Labor Relations Act, as amended (61 Stat. 136), was heard in Baltimore, Maryland, on August 31 and September 1 and 15, 1959, pursuant to due notice and with all parties represented by counsel. The consolidated complaint, issued on April 30, 1959, by the General Counsel of the National Labor Relations Board and based on charges duly filed and served, in substance alleged that Respondent had engaged in a course of interference, restraint, and coercion, violative of Section 8(a)(1) of the Act, and had discharged Martha Gilliard on January 28, 1959, because of her union membership and activities and/or because she testified in an investigative proceeding involving Respondent, in violation of Section 8(a)(3) and (4) of the Act.

Respondent answered denying the unfair labor practices as alleged. It pleaded also that most of the alleged violations of Section 8(a)(1) had been the subject of a settlement stipulation, with which it had complied. It pleaded as to Gilliard's discharge that, after a reprimand for bad work, she became insubordinate and asked to be discharged.

Upon the entire record in the case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS; THE LABOR ORGANIZATION INVOLVED

I find on facts alleged in the complaint and admitted in the answer that Respondent is engaged in commerce within the meaning of the Act (i.e., extrastate shipments exceeding \$50,000 annually) and that the Charging Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *The settlement agreement; the issues*

These two cases concern alleged unfair labor practices which occurred, respectively, around the time of two separate Board elections held on January 17, 1958, and January 14, 1959. The earlier charges in Case No. 5-CA-1377 were settled by the parties by a stipulation and settlement agreement, approved by the Regional Director on November 21, 1958, by which Respondent agreed to the posting of a broad Section 8(a)(1) notice, agreed that the first election be set aside, agreed that a new election be held, and agreed to comply with all the terms and provisions of the posted notice. The second election was won by the Union, which was certified by the Board after disposition of Respondent's objections on May 26, 1959. See 123 NLRB 1289. In the meantime, following the filing of new charges on February 19 and March 12, 1959, the Regional Director, after investigation, set aside the settlement agreement on April 23 on the ground that continued violations of the Act had breached the agreement.

The complaint alleged generally the same type of coercive conduct after the agreement as before, though on a less widespread scale, and it included as well the subsequent discharge of Martha Gilliard. Respondent raised no issue at the hearing or in its brief as to the unfair labor practices with which it was charged prior to the settlement, but contested sharply the subsequent matters on which the issues are purely factual. A legal issue is presented as to the effect of the settlement agreement on the prior conduct, which needs be resolved before turning to the factual issues.

It is well settled that continuing violations of the Act will breach a settlement agreement involving unfair labor practices and will justify the Regional Director in vacating the agreement and in proceeding with a complaint which covers unlawful conduct both before and after the agreement. *Wallace Corp. v. N.L.R.B.*, 323 U.S. 248, 253-255; *Teamsters' Local 554 (Clark Bros. Transfer Co.) v. N.L.R.B.*, 262 F. 2d 456, 459-461 (C.A., D.C.), enfg. 116 NLRB 1891; *Bowmar Instrument Corp.*, 124 NLRB 1. However, findings of unfair labor practices can properly be made on the earlier conduct only where there is evidence of substantial unlawful conduct following the settlement agreement, for evidence of isolated and minor incidents will not justify the Board in going behind the agreement. *Wooster Brass Company*, 80 NLRB 1633, 1635; *Rice-Stix of Arkansas, Inc.*, 79 NLRB 1333, 1334. Moreover, in determining whether independent unfair labor practices have occurred after a settlement, the Board will not appraise a Respondent's subsequent conduct in the light of its conduct prior to the settlement. *Larrance Tank Corporation*, 94 NLRB 352, 353.

We therefore consider separately the evidence concerning the two periods.

B. *Presettlement conduct*

As Respondent raised no issue concerning the Section 8(a)(1) activity with which it was charged prior to the settlement agreement, it is unnecessary to summarize the undenied testimony of the General Counsel's witnesses. The evidence established, and it is hereby found, that during the earlier period Respondent, through Gertrude Holtzman, president; Samuel J. Holtzman, vice president; James Wissman, superintendent; Helen Miller, forelady; and Joe Weyberg, its foreman, engaged in and claimed to have engaged in surveillance of union meetings; interrogated employees concerning their attendance at such meetings and concerning their union sentiments; threatened loss of employment for attending union meetings; threatened loss of employment, a reduction of working time, and other benefits, and threatened to close the plant if the Union should come in; threatened loss of employment if employees did not vote against the Union; promised full employment if the Union were defeated in the election; and interfered with the distribution of union literature to employees outside the plant.

C. *Postsettlement conduct*1. *Interference, restraint, and coercion*

Louise China testified that Wissman talked with her in Mrs. Holtzman's presence before the second election, telling her he knew of her union activities but hoped she would change her mind. He questioned her as to her reasons for "defending" the Union and as to how she was going to vote in the election. Mrs. Holtzman stated that about 80 percent of the employees were voting for the Company, and when China disputed that claim, Mrs. Holtzman asked if China liked her job. When

China responded affirmatively, Mrs. Holtzman stated that apparently she did not, that it would be best for China to leave rather than to cause confusion on the job, and that the Company would rather she quit.

Bessie Norman was rehired by Wissman in August 1958 after maternity leave. Norman testified that before the second election Wissman reminded her of their former conversation in August, during which Wissman had discussed the Union and had asked whether if he hired her back he could depend on her to vote for the Company. Wissman stated that as he had told her before, if the Union got in, he would have to lay off all the new girls and bring back the old help, and that if she voted for the Union she would be voting herself out of a job because he had rehired her as a new employee. Norman testified further that on the day before the election Wissman called her into his office, in Mrs. Holtzman's presence, and stated that he thought he could depend on Norman and that he showed her how to mark an election ballot so as to vote for the Company.

Myrus Clayborne, who was a committee chairman, testified that Mrs. Holtzman had several conversations with him before the second election during which she told him he had been a good worker and that if he stayed with her he would not have to worry about a job. Clayborne volunteered that the conversation was not "intimidating," and testified that Mrs. Holtzman did not mention the Union because, as he understood it, Blum (Respondent's counsel) had advised against it.

There was also testimony by Martha Gilliard concerning the second election, but it was apparent that she had confused the two elections. Thus Gilliard testified on direct examination that Holtzman made a speech before the *second* election in which he made certain guarantees of work, provided the Union did not come in. On cross-examination she admitted that the speech in question was made before the *first* election. She also testified, concerning the first election, that Wissman had said he "was going to get rid of everyone he thought was for [the Union]." Questioned later concerning the second election, Gilliard testified at first only that Wissman discussed with her the marking of a ballot, but after repeated refreshment of recollection by leading questions, Gilliard repeated the answer she had given concerning the first election, i.e., that Wissman said that he "was going to get rid of all of them that he thought was for [the Union]."

Mrs. Holtzman was not called in denial of any of the statements which were attributed to her nor to support Wissman's testimony. Indeed, Wissman himself made no reference to China's testimony, which therefore stands wholly uncontradicted. Wissman denied making the various statements which Norman attributed to him, and testified that he did not know in August 1958 that there was to be another election and that so far as he was concerned or knew the Union had lost the election. Wissman admitted that he called each of the employees into his office before the second election, but testified that he confined his actions to the following: he told them the company side of the story and showed them how to mark the ballot so as to vote either for the Company or the Union. Though he denied that he told the employees to vote for the Company, he admitted saying that in his opinion they should vote for the Company.

Of prime significance in resolving the foregoing credibility issues is that Mrs. Holtzman failed to testify, that Wissman failed to deny China's testimony, and that no corroboration was offered of Wissman's other testimony. Furthermore, Wissman admitted calling each of the employees into his office and discussing the election with them. Assuming his lack of knowledge of the technical status of the representation proceeding in August 1958, the point is not of significance, for what is material is what he said to Norman concerning the second election in January 1959.

Under all the circumstances, Wissman's uncorroborated testimony is rejected, and I credit fully the testimony of China, Norman, and Clayborne. What their testimony shows is that Respondent was continuing on a lesser scale and in somewhat more subtle manner, the same type of coercive conduct to which it resorted in defeating the Union in the first election, i.e., interrogation as to the employees' union sentiments and their voting intentions in the election; threatening to lay off new employees if the Union should come in; coercively attempting to procure the resignation of a prounion employee; and promising job security to a known union leader to stick with the Company during the campaign.¹

¹ Clayborne's characterization of Mrs. Holtzman's conversations as not "intimidating" do not foreclose the latter finding. The promise of benefits to forego self-organization is not less compulsive because benign; interference to stem organization is no less interference where accomplished through allurements rather than coercion.

2. The discharge of Martha Gilliard

Under the General Counsel's theory, Gilliard's discharge had its roots in the fact that in November 1958 she was subpoenaed by a field examiner during the course of the Board's investigation. The evidence showed that when Gilliard delayed until Friday afternoon informing her foreman that she had been subpoenaed for Monday, she was criticized for waiting until the last minute (because of the problem of arranging for a substitute), and that when she reported to work on Monday morning, after having been notified on Saturday night that she need not appear at the hearing, she was sent home for the day. However, Gilliard admitted on cross-examination that she was sent home because someone else was already working in her place, and the General Counsel disclaimed that the day's layoff constituted discrimination. The evidence is therefore significant only as background to Gilliard's claim that thereafter Respondent's supervisors began to "work on [her]" through frequent inspections of her work until her discharge on January 28, 1959, particularly after the second election on January 14, which was won by the Union.

There was ample evidence that Gilliard was active in the union movement (she attended all meetings, was put on the organizing committee, and actively solicited membership); and Respondent's knowledge of that fact must be presumed in view of undisputed evidence concerning its antiunion activities (including surveillance) prior to the settlement agreement. At the same time Gilliard's active participation in the Union movement conferred no special privileges upon her, nor any immunity against discharge, nor would it justify her in flouting a legitimate reprimand for doing admittedly bad work. In the final analysis, as will be seen, the evidence boiled down to the question whether Gilliard was discharged because of her union activities or because, as Respondent contends, of her reaction to a reprimand for bad work. Most of the salient facts are not in dispute, though the evidence is in conflict on some of the details.

Gilliard worked in the covering department. On the morning of January 27, Foreman Louis Zacks (who had previously reprimanded Gilliard for faulty work) discovered a faulty case down the line after it had passed inspection by Janey Williams, the regular employee inspector. When Gilliard acknowledged the work was hers and acknowledged that it was bad, Zacks told her that he was tired of it and was going to get rid of it once and for all. He took her first to Plant Manager Wissman and then into the office of Vice President Holtzman. There Holtzman lectured her about the seriousness of her mistake and the importance of maintaining the quality of the product. Though Gilliard denied it, Holtzman, Wissman, and Zacks testified that Gilliard said that that was the best she could do and that they could fire her if they wanted to. When Holtzman was informed that Gilliard had worked there 5 years, he suggested that Gilliard probably had spoken hastily and directed Wissman and Zacks to write up an incident report and put her back to work.²

Gilliard was taken back to Wissman's office where, she testified, a statement was written up that she was disinterested in her work and had a bad attitude. When she refused to sign, despite Wissman's urging, she was sent home.

Wissman and Zacks testified that before they began typing up the report, Gilliard stated her intention not to sign anything and repeated her suggestion that they fire her if they wanted to. Because of Gilliard's attitude, Wissman attempted to arrange another meeting with Holtzman, who was leaving for lunch and who stated he would talk with Gilliard later in the evening. After sending Gilliard home, Wissman called her to come in at 5:30 p.m. to see Holtzman, but she arrived late, after Holtzman left for the day. A meeting was finally arranged for the next morning, and it was then that the discharge took place.

According to Gilliard she said nothing, and all that Holtzman said was that he was going to *accommodate her* by firing her and that she was fired. Both Holtzman and Wissman testified that the interview opened with Holtzman's inquiry as to what the problem was and that Gilliard replied that she was doing the best she could, that she was not going to do any better, and that if they didn't like it, they could fire her. Holtzman responded that *he would accommodate her* and that she was fired.

Though there remain conflicts on collateral points yet to be mentioned, it is plain that the issue on the discharge can be settled by resolving the single credibility issue between Gilliard on the one side and Zacks, Wissman, and Holtzman on the other, whether Gilliard, by attitude and word, invited her discharge. The mere fact that there were three witnesses against her does not itself require rejection of

² The incident reports were put into use in February 1958 after the first election at the suggestion of Respondent's counsel. Signature by the employee was not required. They were placed in the employees' personnel files as a record of the history of employment.

her testimony (though it is, of course, a weighty factor), for if her testimony be the more credible, rejection of the opposing testimony will throw the preponderant weight of the evidence to her side of the scales.

Gilliard's testimony, however, showed that she furnished the key to resolving the credibility issue against her. Thus though she denied having stated at any time that they could fire her if they wanted to, she testified that Holtzman opened and closed the final conference by saying that he would accommodate her by firing her. That statement plainly did not square with her version that she had at no time suggested that they fire her. At the same time, it was consistent with the testimony of Respondent's witnesses that Gilliard repeatedly invited the firing.

The evidence thus showed (as Wissman explicitly testified) that no decision to discharge Gilliard had been reached before the final conference. Prior to that time the matter stood on Holtzman's direction to prepare an incident report and put Gilliard back to work—the same disposition made as to Janey Williams, who had overlooked Gilliard's defective work and who also failed to sign the incident report. But the continuation of Gilliard's indifferent attitude and her repeated invitation of discharge brought her finally the "accommodation" which she sought.

Though the General Counsel argues the improbability of an attitude like Gilliard's and though certainly it seems an unusual one, particularly among unorganized workers, the General Counsel overlooks Gilliard's claims to leadership in a successful union campaign. But whether Gilliard's motive was martyrdom, or whether she felt that her union activity somehow lent her privileged status, or whatever her motive, the fact remains that her own testimony lent credence to the claims of Holtzman, Wissman, and Zacks that, by word and attitude, she invited discharge.

The issue whether the admittedly defective case was repairable is immaterial, since Gilliard was not discharged for doing bad work. However, the preponderance of the evidence showed that though the case could theoretically be made over, it was not economically feasible to repair it.

Nor does the evidence support the General Counsel's contention that the evidence showed at least that Gilliard had been goaded into inviting discharge and that the result should therefore be viewed as a constructive discharge. Though there was testimony by Gilliard and other employees that the tempo of inspections by supervisors was stepped up, particularly after the second election, this was denied by Respondent's witnesses. Holtzman testified that he had always required constant checking and inspection of quality by Wissman and Zacks as a regular part of their duties and denied that there was any stepup of inspections as a result of either election. Wissman and Zacks testified to similar effect, and Zacks testified to previous occasions when he had reprimanded Gilliard for doing faulty work. Their testimony is credited. Though the incident reports indicated that Respondent was tightening up on employee efficiency and discipline, that system had been inaugurated shortly after the *first* election, and Gilliard's case was headed for disposition under it until the final conference.

Finally, there was nothing save speculation to connect Gilliard's discharge with the subpoena incident in November 1958. Aside from that, the evidence did not show that Gilliard had either "filed charges or given testimony under this Act," so as to bring the action within the language of Section 8(a)(4).

D. Concluding findings

The evidence summarized under section C, 1, *supra*, established that, following the execution of the settlement agreement, Respondent continued to engage in the same type of unlawful conduct as before the settlement. Accordingly, findings of unfair labor practices may appropriately be made on the earlier as well as the later conduct. See the cases cited in section A, *supra*.

It is therefore concluded and found on the basis of the entire evidence that Respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act by the conduct which is summarized under section B, *supra*, and engaged further in such interference, restraint, and coercion following the settlement agreement by interrogating employees as to their union sentiments and their voting intentions in the election, threatening to lay off new employees if the Union should come in, coercively attempting to procure the resignation of a prounion employee, and promising job security to a known union leader to stick with the Company during the campaign.

It is further concluded and found on the basis of the entire evidence (see section C, 2, *supra*) that the General Counsel failed to establish by a preponderance of the evidence that Respondent discriminatorily discharged Gilliard in violation of Section 8(a)(3) and (4) of the Act.

III. THE REMEDY

Having found that Respondent engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action of the type conventionally ordered in such cases which I find necessary to remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act. Respondent's breach of the settlement agreement and the continuation of its unlawful conduct to defeat the employees in their right freely to organize and to bargain collectively through representatives of their own choosing demonstrate the necessity for a broad cease and desist order, which I shall recommend.

Upon the basis of the above finding of facts, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2(5) of the Act.
2. By interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, Respondent engaged in unfair labor practices proscribed by Section 8(a)(1) of the Act.
3. The aforesaid unfair labor practices having occurred in connection with the operation of Respondent's business as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.
4. Respondent has not engaged in unfair labor practices proscribed by Section 8(a)(3) and (4) of the Act as alleged in the complaint.

[Recommendations omitted from publication.]

International Brotherhood of Electrical Workers, Local 292, AFL-CIO and Franklin Broadcasting Company (Radio Station WMIN). *Case No. 18-CD-21. March 22, 1960*

DECISION AND ORDER

This proceeding arises under Section 10(k) of the National Labor Relations Act which provides that:

Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph 4(D) of section 8(b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen

On August 5, 1959, Franklin Broadcasting Company (Radio Station WMIN), herein called Franklin or the Employer, filed with the Regional Director for the Eighteenth Region a charge alleging that International Brotherhood of Electrical Workers, Local 292, AFL-CIO, herein called Local 292, had engaged in and was engaging in certain activities proscribed by Section 8(b)(4)(D) of the Act. It was charged, in substance, that Local 292 has induced and encouraged employees of Franklin to cease performing services with an object of forcing or requiring Franklin to assign particular work to employees who are members of Local 292.