

In the Matter of LUKENS STEEL COMPANY and AMALGAMATED ASSOCIATION OF IRON, STEEL & TIN WORKERS OF NORTH AMERICA

Case No. C-181.—Decided June 14, 1937

Iron and Steel Industry—Settlement: agreement to entry of order requiring compliance with Act.

Mr. Samuel G. Zack and *Mr. Norman Edmond* for the Board.

Mr. W. Perry Tyson, of West Chester, Pa., and *Ledward & Hinkson*, by *Mr. J. H. Ward Hinkson*, of Chester, Pa., for respondent.

Mr. M. H. Goldstein, of Philadelphia, Pa., for the Union.

Mr. Howard Lichtenstein, of counsel to the Board.

DECISION

STATEMENT OF CASE

Upon charges duly filed by Steel Workers Organizing Committee on behalf of Amalgamated Association of Iron, Steel & Tin Workers of North America, hereinafter referred to as the Union, the National Labor Relations Board, hereinafter referred to as the Board, by Stanley W. Root, Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued and duly served its complaint dated May 13, 1937, against Lukens Steel Company, Coatesville, Pennsylvania, the respondent herein, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, hereinafter referred to as the Act.

In respect to the unfair labor practices, the complaint in substance alleged that the respondent formulated and put into effect in 1932 at its Coatesville, Pennsylvania, plant a plan known as the Lukens Employees Representatives Committee, and in March, 1937, at the same plant, a plan known as the Lukens Employees Association, both of which constitute labor organizations within the meaning of Section 2, subsection (5), of the Act; that the respondent has dominated and interfered with, and still dominates and interferes with, the administration and operation of these organizations; that it has and still does contribute financial and other support to these organizations; that on or about March 1, 1937, it discharged, and refused and still refuses to reinstate Charles W. Brown, an employee

at the Coatesville plant, because he joined and assisted the Union, and otherwise engaged in concerted activities with other employees for the purpose of self-organization and collective bargaining; that it has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights guaranteed by Section 7 of the Act; and that the aforesaid acts of the respondent constitute unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), and (3), and Section 2, subdivisions (6) and (7) of the Act.

On May 28, 1937, the respondent filed its answer denying the material allegations of the complaint and alleging the dissolution of the Lukens Employees Representatives Committee. It admitted the interstate character of its business and the discharge of Charles W. Brown, but alleged that he was discharged for violation of the respondent's rules of employment.

Pursuant to notice, William Seagle, duly designated by the Board as Trial Examiner, conducted a hearing at Coatesville, Pennsylvania, commencing on June 2, 1937. On June 9, 1937, during the hearing, the following stipulations were agreed upon by all parties to the proceeding, and were offered in evidence and made a part of the record in this matter without objection:

"It is hereby stipulated by and between counsel for the respective parties;

"I. The respondent withdraws its answer to the Complaint, which answer is dated May 25, 1937, and hereby admits the allegations of the Complaint issued by the Board on May 13, 1937.

"II. It is further stipulated that the Board may enter a cease and desist order in this case to the following effect:

"The respondent shall:

"1. Cease and desist from in any manner interfering with, restraining or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed under Section 7 of the Act;

"2. Cease and desist from threatening its employees with discharge if they engage in union activities and from carrying on propaganda by the publication of newspaper advertisements or otherwise against union activities in general and membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America, affiliated with the Committee for Industrial Organization in particular; from in any manner inducing and causing citizens, civic bodies or public officials and its supervisory

and other employees to interfere with, restrain or coerce its employees in the exercise of the rights guaranteed in Section 7 of the Act; and from discouraging by any means membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America or any other labor organization of its employees' choosing;

"3. Cease and desist from in any manner dominating or interfering with the administration of the Lukens Employees Representative Committee or the Lukens Employees Association, or any other labor organization of its employees; from contributing financial aid or support to either of the said organizations; from recognizing or dealing in any manner with the Lukens Employees Representative Committee or the Lukens Employees Association or any group or committee purporting to represent the said organizations; or from forming or maintaining any groups or designating any individuals to act as the representatives of the employees for the purpose of collective bargaining respecting any of the terms or conditions of employment;

"4. Take the following affirmative action to effectuate the policies and purposes of the National Labor Relations Act;

"(a) That the respondent will withdraw all recognition from the Lukens Employees Representative Committee and from the Lukens Employees Association as the representatives of its employees or any of them for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment;

"(b) That the respondent will post notices in conspicuous places about its plants or mills stating that the Lukens Employees Representative Committee and the Lukens Employees Association are dis-established as the representative of its employees or any of them for the purposes of collective bargaining and that the respondent will not extend any recognition to such organizations; the said notices to remain posted for at least thirty (30) consecutive days from the date of posting;

"(c) That it will take every possible legal means to secure the surrender of the Charter of the Lukens Employees Association and do everything in its power to secure its dissolution;

"(d) That it will personally inform in writing the officers of the Lukens Employees Representative Committee and the Lukens Employees Association that these organizations have been formed and administered in violation of the National Labor Relations Act and that it will not in any manner deal with or recognize such organizations;

"(e) That it will inform all of its officials and agents, including superintendents, foremen and other supervisory employees

that they shall not in any manner approach employees concerning, or discuss with the employees, the question of their labor affiliation or threaten employees in any manner because of their membership in any labor organization in general, or the Amalgamated Association of Iron, Steel & Tin Workers of North America in particular;

“(f) Offer to Charles W. Brown immediate, full and unconditional reinstatement in his former position without prejudice to any rights and privileges previously enjoyed by him; it being agreed that the said Charles W. Brown shall be offered re-employment as of June 14, 1937;

“(g) Make whole Charles W. Brown by paying to him on or before June 14, 1937 for any losses of pay he has suffered by reason of his discharge by paying to him a sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement, the said sum being five hundred sixty-five dollars and sixty cents (\$565.60).

“III. It is further stipulated that upon compliance with the order of the Board as aforesaid and upon notification to the Board of compliance with the terms of the order, the Amalgamated Association of Iron, Steel & Tin Workers of North America will withdraw the charge which it filed against the respondent herein on April 2, 1937, and will request the Board to dismiss the complaint herein.”

ORDER

On the basis of the above stipulation, and pursuant to Section 10, subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Lukens Steel Company, and its officers, agents, successors, and assigns shall:

1. Cease and desist:

(a) from in any manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed under Section 7 of the Act;

(b) from threatening its employees with discharge if they engage in union activities, and from carrying on propaganda by the publication of newspaper advertisements or otherwise, against union activities in general and membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America, affiliated with the Committee for Industrial Organization, in particular; from in any

manner inducing and causing citizens, civic bodies or public officials, and its supervisory and other employees, to interfere with, restrain, or coerce its employees in the exercise of the rights guaranteed in Section 7 of the Act; and from discouraging by any means membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America or any other labor organization of its employees' choosing;

(c) from in any manner dominating or interfering with the administration of the Lukens Employees Representative Committee or the Lukens Employees Association, or any other labor organization of its employees; from contributing financial aid or support to either of the said organizations; from recognizing or dealing in any manner with the Lukens Employees Representative Committee or the Lukens Employees Association or any group or committee purporting to represent the said organizations; or from forming or maintaining any groups or designating any individuals to act as the representatives of the employees for the purpose of collective bargaining respecting any of the terms or conditions of employment.

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

(a) withdraw all recognition from the Lukens Employees Representative Committee and from the Lukens Employees Association as the representatives of its employees or any of them for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(b) post notices in conspicuous places about its plants or mills stating that the Lukens Employees Representative Committee and the Lukens Employees Association are dis-established as the representative of its employees, or any of them, for the purposes of collective bargaining, and that the respondent will not extend any recognition to such organizations; the said notices to remain posted for at least thirty (30) consecutive days from the date of posting;

(c) take every possible legal means to secure the surrender of the Charter of the Lukens Employees Association and do everything in its power to secure its dissolution;

(d) inform in writing the officers of the Lukens Employees Representative Committee and the Lukens Employees Association that these organizations have been formed and administered in violation of the National Labor Relations Act, and that it will not in any manner deal with or recognize such organizations;

(e) inform all of its officials and agents, including superintendents, foremen, and other supervisory employees, that they shall not in any manner approach employees concerning, or discuss with the em-

ployees, the question of their labor affiliation, or threaten employees in any manner because of their membership in any labor organization in general, or the Amalgamated Association of Iron, Steel & Tin Workers of North America in particular;

(f) offer to Charles W. Brown, as of June 14, 1937, full and unconditional reinstatement in his former position without prejudice to any rights and privileges previously enjoyed by him;

(g) make whole Charles W. Brown by paying to him on or before June 14, 1937, the sum of five hundred sixty-five dollars and sixty cents (\$565.60), representing the losses of pay he has suffered by reason of his discharge, and being the sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement.