

In the Matter of E. T. FRAIM LOCK COMPANY,<sup>1</sup> SAMUEL R. FRAIM, MARY M. FRAIM, SAMUEL E. FRAIM, and EDWARD T. FRAIM, 2ND, CO-PARTNERS TRADING AS THE E. T. FRAIM LOCK COMPANY, and AMALGAMATED ASSOCIATION OF IRON, TIN AND STEEL WORKERS OF NORTH AMERICA, LODGE 1732

*Case No. C-222.—Decided September 3, 1937*

*Hardware Industry—Settlement:* agreement to comply with Act—Order: entered on stipulation.

*Mr. Geoffrey J. Cunniff* for the Board.

*Windolph & Mueller*, by *Mr. Paul Mueller*, and *Mr. W. G. Johnstone, Jr.*, of Lancaster, Pa., for the respondents.

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

*Mr. Abraham L. Kaminstein*, of counsel to the Board.

## DECISION

### STATEMENT OF THE CASE

Upon charges and amended charges duly filed by the Amalgamated Association of Iron, Tin and Steel Workers of North America, Lodge 1732, herein called the Union, the National Labor Relations Board, herein called the Board, by Stanley W. Root, Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued and duly served its complaint dated August 16, 1937, against E. T. Fraim Lock Company, Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd, co-partners trading as The E. T. Fraim Lock Company, the respondents herein, alleging that the respondents, in the operation of their plant at Lancaster, Pennsylvania, had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), (3), and (5) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

In respect to the unfair labor practices, the complaint in substance alleged that the respondents, in May 1937, sponsored the formation of the Loyal Fraim Workers Employees' Organization and of the Inde-

<sup>1</sup>In accordance with the stipulation entered into at the time of the hearing, the names of the individual co-partners have been added to the title.

pendent Union of Lock Workers, both labor organizations within the meaning of Section 2, subdivision (5) of the Act; that at all times thereafter, the respondents have dominated and interfered with the administration of these organizations and have contributed financial and other support thereto; that on May 5, 1937, the respondents discharged, and have refused to reinstate, Raymond Roark, Dorothy Hess, Catherine McCauley, Esther Stauffer, and Harry Tangert, employees of the respondents, and on June 1, the respondents discharged, and have at all times refused to reinstate, William Shaub, John Shultz, Charles Shultz, Lillian Shoenberger, John Eckman, Charles McCauley, Robert Wilson, Erma Gunnion, and Willis Eckman, employees of the respondents, for the reason that they joined and assisted the Union, and engaged in concerted activities with other employees in the plant of the respondents at Lancaster, for the purposes of collective bargaining and other mutual aid and protection; that on various dates during the month of June, the respondents refused to reinstate George Hambright, Pat Patterson, Leonard Patterson, Taylor Applebach, Anna Heisler, Margaret Ream, Viola Christ, Elsie Fickes, Fannie Hersh, Jacob Kochal, Richard Rishell, David Whay, Joel Odenwalt, William Chandler, June Bramen, Joel Waltman, May Nicholson, Doris Nicholson, Josephine Camizzi, Pearl Montzer, Irene Hiester, Thelma Elsen, Marion Steckler, Charles Price, Charles Hayard, Clara Odenwalt, Robert Gochenour, and Edith Benner, because they had been on strike since June 3, 1937, and because they joined and assisted the Union, and engaged in the strike and other concerted activities with other employees in the plant of the respondents at Lancaster, for the purposes of collective bargaining and other mutual aid and protection; that the production employees of the respondents constitute a unit appropriate for the purposes of collective bargaining; that in May 1937, a majority of such unit had designated the Union as their representative for purposes of collective bargaining with the respondents by becoming members of the Union, and that pursuant to the provisions of Section 9 (a) of the Act, the Union has since that time been the exclusive representative of all such employees for purposes of collective bargaining; that the respondents have at all times refused to bargain collectively with the Union as the representative of their production employees.

On August 21, 1937, the respondents filed their answer denying the allegations of the complaint. Pursuant to notice, W. P. Webb, duly designated by the Board as Trial Examiner, conducted a hearing at Lancaster, Pennsylvania, on August 26, 1937, at which all of the parties appeared by counsel.

On August 26, 1937, during the hearing, there was offered in evidence and made a part of the record without objection a stipulation

entered into by and between counsel for the Board and the respondents, as follows:

For the purpose of this proceeding only and for no other purpose whatsoever, that the respondent is engaged in the manufacture and production of locks and night latches; that the personnel of the respondent varies between a low of one hundred fifty and a high of two hundred twenty production employees; that The E. T. Fraim Lock Company in the ordinary course of its business imports into the State of Pennsylvania from various states of the United States varying quantities of brass, steel, copper, tin, manganese and paint as raw materials to be used in the manufacture and production of its products. The said importation of the materials set forth above amounts to approximately thirty-five (35%) per cent of the respondent's raw materials. The products of the respondent exported into and through different states of the United States amounts to the extent of approximately ninety (90%) per cent of its total products. The respondent during the past three years has done an average annual business of between Three Hundred Fifty Thousand (\$350,000.00) Dollars and Four Hundred Fifty Thousand (\$450,000.00) Dollars and of this amount approximately ninety-five (95%) per cent is realized in commerce between various states of the United States. This stipulation is entered into only for the purpose of the proceeding in which it is filed and shall not be deemed a binding admission or statement to be used by, for, or against any party hereto for any other purpose.

There was also offered in evidence during the hearing and made a part of the record without objection a stipulation entered into by and between counsel for all the respective parties in the case that:

I. The complaint filed and served by the National Labor Relations Board in the above-entitled case be and is hereby amended, so that in the caption and in the body thereof, wherever the name E. T. Fraim Lock Company or the word "respondents" appears, there shall be added, and understood to be added, also "Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd, co-partners trading as The E. T. Fraim Lock Company", to the same effect as if the said complaint had originally so read; and that the requirements of the National Labor Relations Act and/or the Rules and Regulations,—Series 1, as amended, of the National Labor Relations Board, requiring the filing and service of an amended complaint, be and are hereby in all respects waived.

II. The respondents agree that the National Labor Relations Board shall enter, and that the respondents will, upon such entry,

fully comply with, a decision and order to the following effect:

(a) All employees hired by the respondents since May 1, 1937, shall be dismissed, in so far as may be necessary in order to comply with the other terms of this stipulation and order.

(b) All employees upon the pay roll of the company for the pay-roll period ending May 7, 1937, who are not now in the employ of the company, shall be offered immediate, unconditional reinstatement without discrimination, to their former positions, without loss or derogation of any rights or privileges appertaining to said positions.

(c) The respondents shall make the offer of reinstatement by writing mailed to each of said employees no later than midnight of Friday, August 27, 1937. Said offers shall be mailed to the addresses which shall be furnished by Lodge 1732 to the respondents not later than nine o'clock a. m. Friday, August 27, 1937.

(d) All employees referred to in paragraphs (b) and (c) hercof, who in writing delivered to the respondents at their plant on or before 5:00 o'clock p. m., Wednesday, September 1, 1937, signify their desire to be reinstated to their positions, shall be so reinstated no later than Tuesday, September 7, 1937, at the regular hour for the opening of the plant.

(e) No employee hired since May 1, 1937, shall be retained if as a result thereof, other employees now in the employ of the firm, and those employees who under the foregoing are to be reinstated, will be deprived to any extent of the amount of work available to them prior to May 1, 1937. Employees hired on and after May 1st, 1937, shall be retained in their positions only if such retention shall not diminish or reduce in any way the amount of work available to, or the wages received by, the employees to be reinstated under the terms of this agreement. For this purpose the amount of wages earned and work available shall be determined by the average of such work and wages during the pay-roll period ending April 22, 1937.

(f) Employees transferred on and after May 1, 1937, from one department of the respondents' plant to another, shall be retained in their new positions only if such retention shall not diminish or reduce in any way the amount of work available to, or the wages received, determined as set forth in subparagraph (e), by the employees to be reinstated under the terms of this agreement.

(g) If upon reinstatement of the employees as aforesaid, there is insufficient work to keep all employees then upon the pay roll of the plant fully occupied, then in each department, the available work shall be equally divided among all employees in the department without discrimination.

(h) The respondents agree that as restitution for wages lost by Paul Fussnegger, Chester Axe, Edith Benner, Lillian Shoenberger, David Whay, Taylor Applebach, John Shultz, Charles Shultz, Charles McCauley, Raymond Roark, Dorothy Hess, and Catherine McCauley, and in order to make them whole for such losses, they will pay on or before September 7, 1937, the sum of Five Hundred (\$500.00) Dollars, to be paid to the aforementioned individuals in amounts as prescribed by said individuals in writing on or before September 2, 1937. The said individuals are, upon receipt of the amount due to each in accordance with the written instructions signed by them, to execute and deliver to the respondents releases for any claims for wages lost.

(i) The parties hereto agree that Stanley W. Root, Regional Director, or his agent, shall determine from proof to be submitted by Lodge 1732 on or before September 7, 1937, or such other proof as he in his judgment may deem necessary, whether said Lodge 1732 represented the majority of the production and maintenance employees, exclusive of foremen, subforemen, clerical and office workers and any employees with supervisory duties, upon the respondents' pay roll for the pay-roll period ending May 7, 1937, which pay roll will be furnished to the Regional Director on or before September 7, 1937, by the respondents. Should the said Stanley W. Root or his agent find that Lodge 1732 did so represent the majority of the respondents' employees upon the said pay roll, then the respondents shall and will, for a period beginning upon the date of the said finding and ending February 28, 1938, recognize the said Lodge 1732 as the exclusive representative for purposes of collective bargaining concerning wages, hours and other terms and conditions of employment of all of its production and maintenance employees, with the exclusions above set forth.

Should the said Stanley W. Root or his agent decide that he is unable to make a determination as to whether Lodge 1732 represented the majority as aforesaid, then the respondents agree that they will consent to, and cooperate with the National Labor Relations Board in the holding of an election in accordance with the provisions of the National Labor Relations Act, by and under the supervision of the Regional Director of the Fourth Region, should Lodge 1732 request the same within 45 days of said decision, and will abide by the result of said election.

(j) Should the said Stanley W. Root or his agent decide or determine that the said Lodge 1732 represented the majority as aforesaid, the respondents shall, upon request from representatives of Lodge 1732, immediately institute and expeditiously

pursue collective bargaining negotiations for the purpose of arriving at an agreement with said Lodge 1732, concerning wages, hours and other terms and conditions of employment, of all of the respondents' maintenance and production employees as above set forth.

(k) The respondents shall cease and desist:

(1) From in any wise encouraging membership in, and lending support, financial or otherwise, directly or indirectly, to, or interfering or dominating with the administration of the Loyal Fraim Workers Employees' Organization, and/or the Independent Union of Lock Workers or any other labor organization.

(2) From discouraging membership in the Amalgamated Association of Iron, Tin and Steel Workers of North America, or in Lodge 1732 of the said Amalgamated Association, or any other labor organization, by intimidation, coercion, threats of loss of employment or of discontinuance of operations, or other threatened losses, or in any other way whatsoever.

(3) From recognizing in any wise, or bargaining collectively with the said Loyal Fraim Workers Employees' Organization, or the Independent Union of Lock Workers, or any other labor organization, as the representatives of its employees or any of them for collective bargaining purposes, until Stanley W. Root or his agent shall have either found Lodge 1732 to be the representative of the majority, or, in the event of his inability to make such determination, then for a period of forty-five (45) days from the date of his decision that he is unable to make such determination.

(4) The respondents shall notify the officers of the Loyal Fraim Workers Employees' Organization, and of the Independent Union of Lock Workers, individually and in writing immediately upon the handing down by the National Labor Relations Board of the cease and desist order contemplated herein, of the fact that recognition has been withdrawn from the said organizations as representatives for the purposes of collective bargaining of the employees or any of the employees of the respondents.

(5) The respondents shall immediately upon the issuance of the cease and desist order herein contemplated by the National Labor Relations Board post notices in prominent places about its plant and maintain such notices for a period of thirty days to the effect that recognition as aforesaid has been withdrawn from the Loyal Fraim Workers Employees' Organization and from the Independent Union of Lock Workers, and that their employees have the right 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 purpose of collective bargaining or other mutual aid or protection without interference, discrimination, restraint or coercion from the respondents, their foremen, assistant foremen, or any other supervisory officers or employees.

(6) The respondents shall, upon issuance of its order by the National Labor Relations Board, notify their officers, foremen, assistant foremen and other supervisory employees, to desist and refrain from interfering, directly or indirectly, and from dominating or coercing any employee because of his membership in any labor organization, and particularly in Lodge 1732 of the Amalgamated Association of Iron, Tin and Steel Workers of North America, and to desist and refrain from approaching employees concerning, or discussing with employees, their affiliation with or activities on behalf of any labor organization, and particularly on behalf of Lodge 1732 of the Amalgamated Association of Iron, Tin and Steel Workers.

III. Upon compliance with the decision and order of the National Labor Relations Board, and upon notification and proof of such compliance by the respondents, said proof to be furnished to Stanley W. Root, Regional Director, and a copy thereof to M. H. Goldstein, Esq., Lodge 1732 of the Amalgamated Association of Iron, Steel and Tin Workers will in writing request the National Labor Relations Board for permission to withdraw the charges heretofore filed by the said Lodge 1732 of the Amalgamated Association of Iron, Steel and Tin Workers of North America, and that the complaint based upon such charges shall be dismissed.

#### ORDER

On the basis of the above stipulations, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

A. The complaint filed and served by the National Labor Relations Board in the above entitled case be and is hereby amended, so that in the caption and in the body thereof, wherever the name E. T. Fraim Lock Company or the word "respondents" appears, there shall be added, and understood to be added, also "Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd, co-partners trading as The E. T. Fraim Lock Company", to the same effect as if the said complaint had originally so read.

B. The respondents, E. T. Fraim Lock Company, Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd,

co-partners trading as The E. T. Fraim Lock Company, their officers, agents, successors and assigns shall:

1. Cease and desist:

a. From in any wise encouraging membership in, and lending support, financial or otherwise, directly or indirectly, to, or dominating or interfering with the administration of the Loyal Fraim Workers Employees' Organization, and/or the Independent Union of Lock Workers or any other labor organization;

b. From discouraging membership in the Amalgamated Association of Iron, Tin and Steel Workers of North America, or in Lodge 1732 of the said Amalgamated Association, or any other labor organization, by intimidation, coercion, threats of loss of employment or of discontinuance of operations, or other threatened losses, or in any other way whatsoever;

c. From recognizing in any wise, or bargaining collectively with the said Loyal Fraim Workers Employees' Organization, or the Independent Union of Lock Workers, or any other labor organization, as the representatives of its employees or any of them for collective bargaining purposes, until Stanley W. Root or his agent shall have either found Lodge 1732 to be the representative of the majority, or, in the event of his inability to make such determination, then for a period of forty-five (45) days from the date of his decision that he is unable to make such determination.

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

a. Dismiss all employees hired by the respondents since May 1, 1937, in so far as may be necessary in order to comply with the other terms of this order;

b. Offer to all employees upon the pay roll of the company for the pay-roll period ending May 7, 1937, who are not now in the employ of the company, immediate, unconditional reinstatement without discrimination, to their former positions, without loss or derogation of any rights or privileges appertaining to said positions;

c. Reinstate all employees referred to in paragraph b hereof, who have signified their desire to be reinstated, to their positions no later than Tuesday, September 7, 1937, at the regular hour for the opening of the plant;

d. Retain no employee hired since May 1, 1937, if as a result thereof, other employees now in the employ of the firm, and those employees who under the foregoing are to be reinstated, will be deprived to any extent of the amount of work available to them prior to May 1, 1937;

e. Retain employees hired on and after May 1st, 1937, in their positions only if such retention shall not diminish or reduce in any way the amount of work available to, or the wages received by, the

employees to be reinstated under the terms of this agreement, and for this purpose the amount of wages earned and work available shall be determined by the average of such work and wages during the payroll period ending April 22, 1937;

f. Retain employees transferred on and after May 1, 1937, from one department of the respondents' plant to another, in their new positions only if such retention shall not diminish or reduce in any way the amount of work available to, or the wages received, determined as set forth in sub-paragraph e, by the employees to be reinstated under the terms of this agreement;

g. Equally divide among all employees in each department without discrimination the available work, if upon reinstatement of the employees as aforesaid, there is insufficient work to keep all employees then upon the pay roll of the plant fully occupied;

h. As restitution for wages lost by Paul Fussnegger, Chester Axe, Edith Benner, Lillian Shoenberger, David Whay, Taylor Applebach, John Shultz, Charles Shultz, Charles McCauley, Raymond Roark, Dorothy Hess, and Catherine McCauley, and in order to make them whole for such losses, pay on or before September 7, 1937, the sum of Five Hundred (\$500.00) Dollars, to be paid to the aforesaid individuals, upon their execution and delivery to the respondents of releases for any claims for wages lost, in amounts as prescribed by said individuals in writing on or before September 2, 1937;

i. Notify the officers of the Loyal Frain Workers Employees' Organization, and of the Independent Union of Lock Workers, individually and in writing, of the fact that recognition has been withdrawn from the said organizations as representatives for the purposes of collective bargaining of the employees or any of the employees of the respondents;

j. Post notices in prominent places about its plant and maintain such notices for a period of thirty days to the effect that recognition as aforesaid has been withdrawn from the Loyal Frain Workers Employees' Organization and from the Independent Union of Lock Workers, and that their employees have the right 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 purpose of collective bargaining or other mutual aid or protection without interference, discrimination, restraint or coercion from the respondents, their foremen, assistant foremen, or any other supervisory officers or employees;

k. Notify their officers, foremen, assistant foremen and other supervisory employees, to desist and refrain from interfering, directly or indirectly, and from dominating or coercing any employee because of his membership in any labor organization, and particularly in Lodge 1732 of the Amalgamated Association of Iron, Tin

and Steel Workers of North America, and to desist and refrain from approaching employees concerning, or discussing with employees, their affiliation with or activities on behalf of any labor organization, and particularly on behalf of Lodge 1732 of the Amalgamated Association of Iron, Tin and Steel Workers.

MR. EDWIN S. SMITH took no part in the consideration of the above Decision and Order.

[SAME TITLE]

### SUPPLEMENT TO DECISION

*October 5, 1937*

Upon charges and amended charges duly filed by the Amalgamated Association of Iron, Tin and Steel Workers of North America, Lodge 1732, the National Labor Relations Board, herein called the Board, by Stanley W. Root, Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued and duly served its complaint dated August 16, 1937, against E. T. Fraim Lock Company, Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd, co-partners trading as The E. T. Fraim Lock Company, the respondents herein, alleging that the respondents, in the operation of their plant at Lancaster, Pennsylvania, had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), (3), and (5) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On August 21, 1937, the respondents filed their answer denying the allegations of the complaint. Pursuant to notice, W. P. Webb, duly designated by the Board as Trial Examiner, conducted a hearing at Lancaster, Pennsylvania, on August 26, 1937, at which all of the parties appeared by counsel.

On August 26, 1937, during the hearing, there was offered in evidence and made a part of the record without objection a stipulation entered into by and between counsel for the Board and the respondents. There was also offered in evidence during the hearing and made a part of the record without objection another stipulation entered into by and between counsel for all the respective parties in the case.

On September 3, 1937, on the basis of the stipulations referred to, the Board issued its decision in which it ordered the respondents to cease and desist from recognizing in any wise, or bargaining collectively with any labor organization, as the representatives of their employees for collective bargaining purposes, until Stanley W. Root, the Regional Director, or his agent, either found the Amalgamated

Association of Iron, Tin and Steel Workers of North America, Lodge 1732, herein called Lodge 1732, to be the representative of a majority of the employees in the Lancaster plant of the respondents, or, in the event of his inability to make such determination, then for a period of forty-five (45) days from the date of his decision that he was unable to make such determination.

Pursuant to the Board's decision, and the stipulations entered into at the hearing, an examination was conducted by Geoffrey J. Cunniff, attorney, and Joseph D. Gould, Examiner, of the National Labor Relations Board, acting as agents of the Regional Director, of the membership cards of Lodge 1732, with the pay roll of the respondents for the period ending May 7, 1937, certified by S. R. Fraim, one of the respondents.

The following are the results of the afore-mentioned examination :

Total on pay roll.....	206
Total membership cards.....	138
<hr/>	
Membership cards agreeing with pay roll.....	134
Membership cards—but no name on pay roll.....	3
Other.....	1

Since the membership cards counted included only those within the appropriate unit, it appears that Lodge 1732 did represent the majority of the respondent's employees, within the appropriate unit, upon the pay roll of May 7, 1937, and that Lodge 1732 is therefore entitled to recognition as the exclusive representative of all of the production and maintenance employees of the respondents, exclusive of foremen, sub-foremen, clerical and office workers and any employees with supervisory duties, for purposes of collective bargaining concerning wages, hours, and other terms and conditions of employment.

### ORDER

On the basis of the stipulations entered into at the time of the hearing, the examination conducted by agents of the Regional Director and of the Board in accordance with the stipulations, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

1. The respondents, E. T. Fraim Lock Company, Samuel R. Fraim, Mary M. Fraim, Samuel E. Fraim, and Edward T. Fraim, 2nd, co-partners trading as The E. T. Fraim Lock Company, their officers, agents, successors and assigns shall take the following affirmative action which the Board finds will effectuate the policies of the Act:

a. Pursuant to the stipulations, recognize the Amalgamated Association of Iron, Tin and Steel Workers of North America, Lodge

1732, as the exclusive representative of all the respondents' production and maintenance employees, exclusive of foremen, sub-foremen, clerical and office workers and any employees with supervisory duties, for purposes of collective bargaining concerning wages, hours and other terms and conditions of employment;

b. Upon request from representatives of Lodge 1732 of the Amalgamated Association of Iron, Tin and Steel Workers of North America, immediately institute and expeditiously pursue collective bargaining negotiations for the purpose of arriving at an agreement with said Lodge 1732, concerning wages, hours and other terms and conditions of employment, of all the respondents' production and maintenance employees, exclusive of foremen, sub-foremen, clerical and office workers and any employees with supervisory duties.