

In the Matter of WILLIAM SHOE CO., INC. AND WINGATE, INC. and
BOOT & SHOE WORKERS UNION OF THE A. F. OF L.

Case No. C-361.—Decided April 13, 1938

Shoe Manufacturing Industry—Settlement: agreement to reinstate employees, give back pay, and comply with Act—*Order:* entered on stipulation.

Mr. Edmund J. Blake, for the Board.

Mr. Walter M. Espowich, Haverhill, Mass., for the respondents.

Mr. Spurgeon Avakian and *Mr. Allan H. Lind,* of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by the Boot and Shoe Workers Union of the A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by A. Howard Myers, Regional Director for the First Region (Boston, Massachusetts) issued its complaint dated September 24, 1937, against the William Shoe Co., Inc., Haverhill, Massachusetts, and the Wingate, Inc., Newton Junction, New Hampshire, herein called the respondents, alleging that the respondents had engaged and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint alleged in substance that the respondents were owned, controlled, operated and managed by the same persons; that the respondents entered into and carried out an agreement, arrangement, or plan to lock out and discharge all the production employees of the respondent William Shoe Co. at its plant in Haverhill, Massachusetts, and to transfer all its operations to the plant of the respondent Wingate, Inc., at Newton Junction, New Hampshire, with the purpose and intent of avoiding, evading, and escaping the responsibilities, obligations, and provisions of a contract between the Union and the respondent William Shoe Co., and of avoiding the duty to bargain collectively with the Union; and that pursuant to the agreement, arrangement, or plan, the respondent William Shoe Co., on specified dates in the months of June and July

1937, discharged 62 named employees, and at all times since respondents have refused to employ said employees. Copies of the complaint and of notice of hearing were duly served on the respondents and the Union.

On September 29, 1937, the respondents filed separate answers, denying the agreement, arrangement, or plan alleged in the complaint, denying that the operations of the respondent William Shoe Co. had been transferred from its plant in Haverhill to the plant of the Wingate, Inc. in Newton Junction, and denying that the employees of the respondent William Shoe Co. in Haverhill had been discharged.

Pursuant to the notice, a hearing on the complaint was held in Haverhill, Massachusetts, on September 30, 1937, before Robert Gates, the Trial Examiner duly designated by the Board. The Board and the respondents were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties.

During the course of the hearing the Trial Examiner made several rulings on motions and on objections to the admission of evidence. The Board has reviewed these rulings and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On January 10, 1938, the Trial Examiner filed his Intermediate Report, in which he found that the respondents had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the Act. The respondents filed separate exceptions to the Intermediate Report and requested an opportunity to argue the exceptions before the Board. On February 23, 1938, counsel for the respondents orally argued the exceptions before the Board in Washington, D. C.

Upon the basis of the Trial Examiner's findings of fact in his Intermediate Report, a stipulation was entered into on April 8, 1938, between counsel for the Board and counsel for the respondent. This stipulation was agreed to by the Union in a separate agreement. The stipulation and agreement are hereby made part of the record and effect a settlement of the case.

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

FINDINGS OF FACT

I. THE RESPONDENTS AND THEIR BUSINESS

The William Shoe Co., Inc., was incorporated in Massachusetts on December 19, 1933 and has its principal office and plant in Haverhill, Massachusetts. Until on or about July 21, 1937, it was engaged in the manufacture of women's novelty shoes. The principal raw ma-

terials used, leather, findings, blackings, cloth, and heels, were purchased almost entirely within Massachusetts, but about 90 per cent of its finished products were sold to buyers in other States.

The Wingate, Inc., was incorporated in New Hampshire on April 14, 1937, and has its principal office and plant in Newton Junction, New Hampshire. It manufactures women's novelty shoes. About 60 to 80 per cent of the principal raw materials used, leather, findings, blackings, cloth, and heels, are purchased outside of New Hampshire, and about 90 per cent of the finished products are sold to buyers in other States.

All the stock in each respondent is owned by Albert A. Brenner, who is president of both, and William E. Connolly, who is treasurer of both.

We find that the operations of the respondent constitute a continuous flow of trade, traffic and commerce among the several States.

II. THE BASIS OF THE SETTLEMENT

The above-mentioned stipulation provides as follows:

WHEREAS charges having been filed in this proceeding by the Boot & Shoe Workers' Union of the American Federation of Labor through Michael F. Lynch, and a complaint having been issued thereon by the Regional Director for the First Region on September 24, 1937, which complaint was, together with a notice of hearing, duly served upon the respondents, and a hearing having been held before a Trial Examiner of the Board on September 30, 1937 at Haverhill, Massachusetts, and the said Trial Examiner having made an Intermediate Report on January 10, 1938,

IT IS HEREBY STIPULATED AND AGREED by and between William Shoe Company, Inc. and Wingate, Inc., (hereinafter called the respondents), and the National Labor Relations Board that:

1. The findings of fact of the Trial Examiner in his said Intermediate Report dated January 10, 1938, are expressly made a part of this stipulation, and upon such facts the Board shall enter an Order in this case.

2. Said Order shall provide as follows:

Pursuant to Section 10, subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby Orders that the respondents and its officers and agents shall:

(1) Cease and desist from interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and

to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

(2) Cease and desist from discouraging membership in any labor organization of their employees by discrimination in regard to hire or tenure of employment or any term or condition of employment.

(3) Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Pay the sum of Twenty-five Hundred Dollars (\$2500.) to the discharged employees named in Schedule A of the said Intermediate Report in settlement for any loss of pay they have suffered by reason of their discharge, said sum to be distributed by A. Howard Myers, Regional Director for the First Region, in proportion to the loss in earnings of the said employees;

(b) Offer the same or equivalent employment at respondents' plant in Newton Junction, New Hampshire, to all such employees named in Schedule A of the said Intermediate Report who have not been offered, within sixty (60) days from the service of this Order, any other regular and substantially equivalent employment, and offer at their Newton Junction plant the same or equivalent employment to not more than five (5) of the employees named in Schedule A, immediately upon the service of this Order;

(c) Post notices to their employees in conspicuous places on each floor of their Newton Junction plant stating (1) that respondents will cease and desist in the manner aforesaid, (2) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting;

(d) Notify the Regional Director for the First Region within ten (10) days from the service of this Order and report in writing setting forth in detail the manner and form in which they have complied herewith.

3. The further maintenance of the respondents' plant at Newton Junction, New Hampshire, shall not be deemed per se a violation of the National Labor Relations Act or of the Board's order.

4. The Board's Order may be embodied in a Decree of any United States Circuit Court of Appeals.

ORDER

Upon the basis of the above stipulation, the findings of fact of the Trial Examiner in his Intermediate Report of January 10, 1938, and upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations

Board orders that the William Shoe Company, Inc., and Wingate, Inc., 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 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, as guaranteed in Section 7 of the National Labor Relations Act;

(b) From in any manner discouraging membership in any labor organization of their employees by discrimination in regard to hire or tenure of employment or any term or condition of employment.

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

(a) Pay the sum of Twenty-five Hundred Dollars (\$2500.) to the discharged employees named in Schedule A of the said Intermediate Report, which is hereafter set forth, in settlement for any loss of pay they have suffered by reason of their discharge, said sum to be distributed by A. Howard Myers, Regional Director for the First Region, in proportion to the loss in earnings of the said employees;

(b) Offer the same or equivalent employment at respondent's plant in Newton Junction, New Hampshire, to all such employees named in Schedule A of the said Intermediate Report, which is hereafter set forth, who have not been offered within sixty (60) days from the service of this order, any other regular and substantially equivalent employment, and offer at their Newton Junction plant the same or equivalent employment to not more than five (5) of the employees named in Schedule A, immediately upon the service of this order;

(c) Post notices to their employees in conspicuous places on each floor of their Newton Junction plant stating (1) that respondents will cease and desist in the manner aforesaid; (2) that such notices will remain posted for a period of at least thirty (30) consecutive days from the date of posting;

(d) Notify the Regional Director for the First Region within ten (10) days from the service of this order and report in writing setting forth in detail the manner and form in which they have complied herewith.

SCHEDULE A

Employees discharged by William Shoe Company, Inc.

June 18, 1937:

Boucher, Maurice
Desmaris, Edmond
Iueule, Frank.
Ratte, George
Strykowski, John
Sweeney, Mathew
Sweeny, Robert

June 22, 1937:

Adams, Kenneth
Daniels, Arthur
Goyette, Joseph
Mead, Joseph J.
Petreshe, Adam
Walukeiuch, Alex
Whittier, Fred

July 14, 1937:

Adronowitch, Kurt
Audkonis, James
Becksha, Stanley
Bessi, Mario
Demerritt, Charles
Demerritt, Leslie
Kulich, John
Kulich, Jules
Kulich, Mike
Kuliesh, Stanley
Putis, Walter
Samson, Frank
Schena, Alfred
Spero, James
Turner, Stanley
Yeskelevitch, Rokas

July 15, 1937:

Faubert, Larry
Rousseau, Joseph

July 16, 1937:

Ambrose, Benjamin
Benkus, Joseph
Bromovitch, Chris
Burnham, Harley
Carlin, L.
Lakin, Samuel
Menard, Paul
Payette, Adelard
Payette, George
Payette, Neree
Piquetts, Marion
Scribner, J. Harold
Spero, George
Spinelli, Genaro

July 17, 1937:

Descoteaux, Felix
Tuck, Charles

July 20, 1937:

Bateman, Raymond
DiCesare, Henry
DiCesare, William
George, James
Moynihan, John
Page, Robert
Tashian, Harry

July 21, 1937:

Diburro, Virginia
Fiorella, Helen
Kachuck, Sophie
Kahelis, T.
Lessard, Bertha
Zacharchuck, Catherine