

In the Matter of KILLARK ELECTRIC MANUFACTURING COMPANY and  
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA,  
AFFILIATED WITH THE COMMITTEE FOR INDUSTRIAL ORGANIZATION

*Case No. C-588.—Decided June 24, 1938*

*Electrical Supplies and Accessories Manufacturing Industry—Settlement:*  
stipulation providing for reinstatement of and payment of back pay to employees discharged or laid off and withdrawal of recognition of company-dominated union—*Order:* entered on stipulation.

*Mr. Herbert N. Shenkin*, for the Board.

*Mr. Isaac C. Orr*, of St. Louis, Mo., for the respondent.

*Mr. R. B. Logsdon*, of St. Louis, Mo., for the Union.

*Mr. Langdon West*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Charges and amended charges having been filed by United Electrical, Radio and Machine Workers of America, affiliated with the Committee for Industrial Organization, herein called the Union, the National Labor Relations Board, herein called the Board, by Dorothea de Schweinitz, Regional Director for the Fourteenth Region (St. Louis, Missouri), issued and duly served its complaint and accompanying notice of hearing, dated April 25, 1938, against Killark Electric Manufacturing Company, St. Louis, Missouri, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

With respect to the unfair labor practices, the complaint alleged, in substance, that the respondent, by urging and warning its employees to refrain from joining or retaining their membership in the Union, and by threatening to close down its plant rather than bargain with the Union, and by other acts, discouraged its employees in the exercise of their rights guaranteed in Section 7 of the Act;

that the respondent assisted and dominated the formation and administration of a labor organization among its employees known as the Killark Independent Employees Association and contributed financial support to it; and that the respondent terminated the employment of three named employees, because they joined and assisted the Union and engaged in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection.

On May 2, 1938, the respondent filed an answer to the complaint in which it admitted the allegations as to the nature and scope of its business but denied the allegations of unfair labor practices.

Thereafter counsel for the Board, the respondent, through its vice president, and the Union, through its international representative, entered into a stipulation waiving a hearing and setting forth the facts concerning the nature and scope of the respondent's business and the terms of an order which the Board could enter in the case upon its approval of the stipulation.

On May 4, 1938, this stipulation, the complaint and notice of hearing thereon, second amended charge, and National Labor Relations Board Rules and Regulations—Series 1, as amended, were filed, by agreement of the parties, with the Chief Trial Examiner of the Board at Washington, D. C. and thereby became part of the record in the case.

On May 13, 1938, pursuant to Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, the Board duly issued its order transferring the case to the Board. On June 1, 1938, the Board duly revoked the above-mentioned order for the reason that it erroneously stated that a hearing had been held in the case. On the same date, after having duly considered the provisions of the above-mentioned stipulation, the Board issued its order approving the said stipulation and transferring the proceeding to the Board for the purpose of entry of a decision and order by the Board pursuant to the said stipulation.

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

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENT

The respondent is a Missouri corporation engaged in the manufacture, sale, and distribution of fuse panels, conduit fittings, automobile fuses, and various types of wiring accessories, with its principal office and place of business in St. Louis, Missouri. It also owns and operates a plant there.

The principal raw materials used by the respondent in its operations are malleable iron, sheet steel, bar steel, copper windings, and

packing materials. During the year 1937, the respondent purchased raw materials at a total cost of \$199,250, 80 per cent of which were shipped to the respondent's plant from points outside the State of Missouri. During the same year, the respondent manufactured finished products, valued at \$417,822, of which 90 per cent were shipped from the respondent's plant to points outside the State of Missouri.

We find that the respondent's operations at the St. Louis, Missouri, plant 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:

### STIPULATION

It is hereby stipulated and agreed by and between the Killark Electric Manufacturing Company, hereinafter called the respondent, the United Electrical, Radio and Machine Workers of America, affiliated with the Committee for Industrial Organization, hereinafter called the Union, and Herbert N. Shenkin, attorney, National Labor Relations Board, that:

I. The respondent's business consists of the manufacture, sale and distribution of fuse panels, conduit fittings, automobile fuses, and various types of wiring accessories. The respondent was incorporated in Missouri in 1912, has its principal office and place of business in St. Louis, Missouri, and owns and operates a plant in St. Louis, Missouri.

The principal raw materials used by the respondent in its business are malleable iron, sheet steel, bar steel, copper windings, and packing materials. For the year 1937 the respondent's total purchases of raw materials amounted to \$199,250, of this total raw materials in the amount of \$39,850 were purchased in Missouri. Thus, 80 per cent of the raw materials were shipped into the respondent's plant from States other than Missouri.

In 1937, the value of the finished products manufactured by the respondent at its St. Louis plant amounted to \$417,822, of this total, finished products in the amount of \$41,782 were shipped to points within the State of Missouri. Thus, 80 per cent of the finished products were shipped from respondent's St. Louis plant to points outside the State of Missouri.

Fifty per cent of the shipments of materials into and out of respondent's St. Louis plant are by truck, and 50 per cent by rail. The respondent's finished products are sold on a com-

mission basis through manufacturers' agents situated all over the country.

II. This Stipulation, the Complaint, with Notice of Hearing, Second Amended Charge and National Labor Relations Board Rules and Regulations attached, issued in this matter, and respondent's Answer, may be introduced as evidence by filing them with the Chief Trial Examiner of the National Labor Relations Board at Washington, D. C.

III. The respondent, having been duly served with the Complaint, Notice of Hearing and Second Amended Charge, waives its right to hearing as set forth in Section 10 (b) and 10 (c) of the National Labor Relations Act.

IV. Upon this stipulation, if approved by the National Labor Relations Board, an Order may forthwith be entered by the National Labor Relations Board, and, upon application without notice, by the appropriate Circuit Court of Appeals, providing as follows:

1. The respondent will cease and desist as follows:

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

(b) From discouraging membership in the Union, or in any other labor organization of its employees by discharging, threatening, or refusing to reinstate any of its employees for joining the Union, or any other labor organization of its employees;

(c) From in any other manner discriminating against any of its employees in regard to hire or tenure of employment for joining the Union, or any other labor organization of its employees;

(d) From dominating or interfering with the formation or administration of the Killark Independent Employees' Association, or any other labor organization, and from contributing financial or other support to the Killark Independent Employees' Association, or any other labor organization;

(e) From recognizing, or maintaining any contractual relationship with the Killark Independent Employees' Association as a collective bargaining agency for its employees in respect to rates of pay, wages, hours of employment, and other conditions of employment.

2. The respondent shall take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Offer to Edward Fahy, John McAndrew, and Raymond Wecker immediate and full reinstatement to their former positions without prejudice to any rights and any privileges previously enjoyed or accruing to them;

(b) Pay immediately to Edward Fahy, John McAndrew, and Raymond Wecker the following amounts as back pay:

Edward Fahy .....	\$849.14
John McAndrew .....	881.70
Raymond Wecker .....	193.38

(c) Withdraw all recognition from the Killark Independent Employees' Association, terminate all contractual agreements with the Killark Independent Employees' Association, and completely disestablish the Killark Independent Employees' Association as a collective bargaining agency;

(d) Immediately post and keep visible on each bulletin board at the St. Louis plant in a prominent place for a period of thirty (30) days, a notice stating that the respondent shall cease and desist as provided in Paragraph 1 (a) through 1 (e) above, and shall take the affirmative action provided in Paragraph 2 (a) through 2 (e) above.

### ORDER

Upon the basis of the above findings of fact, stipulation, and 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, Killark Electric Manufacturing Company, St. Louis, Missouri, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) 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 in Section 7 of the Act;

(b) Discouraging membership in the Union, or in any other labor organization of its employees, by discharging, threatening, or refusing to reinstate any of its employees for joining the Union, or any other labor organization of its employees;

(c) In any other manner discriminating against any of its employees in regard to hire or tenure of employment for joining the Union, or any other labor organization of its employees;

(d) Dominating or interfering with the formation and administration of the Killark Independent Employees' Association, or any other labor organization, and from contributing financial or other support to the Killark Independent Employees' Association, or any other labor organization;

(e) Recognizing, or maintaining any contractual relationship with the Killark Independent Employees' Association as a collective bargaining agency for its employees in respect to rates of pay, wages, hours of employment, and other conditions of employment.

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

(a) Offer to Edward Fahy, John McAndrew, and Raymond Wecker immediate and full reinstatement to their former positions without prejudice to any rights and any privileges previously enjoyed or accruing to them;

(b) Pay immediately to Edward Fahy, John McAndrew, and Raymond Wecker the following amounts as back pay:

Edward Fahy.....	\$849. 14
John McAndrew.....	881. 70
Raymond Wecker.....	193 38

(c) Withdraw all recognition from the Killark Independent Employees' Association, terminate all contractual agreements with the Killark Independent Employees' Association, and completely disestablish the Killark Independent Employees' Association as a collective bargaining agency;

(d) Immediately post and keep visible on each bulletin board at the St. Louis plant in a prominent place for a period of thirty (30) days, a notice stating that the respondent shall cease and desist as provided in paragraph 1 (a) through 1 (e) and shall take the affirmative action provided in paragraph 2 (a) through 2 (e) above.