

In the Matter of SEYMOUR WOOLEN MILLS *and* FEDERAL LABOR UNION  
No. 21367 affiliated with A. F. of L.

In the Matter of SEYMOUR WOOLEN MILLS *and* TEXTILE WORKERS  
ORGANIZING COMMITTEE affiliated with the C. I. O.

*Cases Nos. C-689 and C-690, respectively.—Decided July 18, 1938*

*Woolen Blanket Manufacturing Industry—Settlement:* stipulation providing for cessation of unfair labor practices and taking of certain affirmative action, including reinstatement of employees with back pay and disestablishment of company-dominated organization—*Order:* entered on stipulation.

*Mr. Walter B. Chelf, for the Board.*

*Mr. T. H. Montgomery, of Seymour, Ind., for the respondent.*

*Mr. Bliss Daffan, of counsel to the Board.*

## DECISION

AND

## ORDER

### STATEMENT OF THE CASE

Upon charges and amended charges duly filed by the Textile Workers Organizing Committee, herein called the C. I. O. Union, and by Federal Labor Union No. 21367, herein called the A. F. of L. Union, the National Labor Relations Board, herein called the Board, ordered said proceedings to be consolidated, for the purpose of a hearing and by Robert H. Cowdrill, Regional Director for the Eleventh Region (Indianapolis, Indiana), issued its complaint dated June 1, 1938, against the Seymour Woolen Mills, Seymour, Indiana, herein called the respondent, alleging that the respondent in the operation of its plant in Seymour, Indiana, had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8, (1), (2), (3), and (4) and Section 2, (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The complaint and notice of hearing thereon were duly served upon the respondent, upon the C. I. O. Union and upon the A. F. of L. Union.

In respect to the unfair labor practices the complaint alleged in substance that (1) from May 1, 1937, down to and including the date

of the issuance of the complaint, the respondent through its officers and agents threatened its employees with discharge and other reprisals if they became members of the C. I. O. and A. F. of L. Unions, and assisted and encouraged local citizens by and through a "Citizens Committee" and an organization known as "Sons of Seymour" in an attempt to intimidate said employees from becoming members of said unions; (2) that on or about January 29, 1938, during an election conducted by the Division of Labor, State of Indiana, held for the purpose of designating a bargaining agency for its employees, through conversations with individual employees and by the presence of its officers and agents in close proximity to the voting booths and by other acts, the respondent interfered with, restrained, and coerced its employees in their efforts to form, join, or assist labor organizations; (3) that the respondent, on specific dates alleged therein, discharged four named employees, and laid off and subsequently rehired three named employees, because of their membership in and activity in connection with the C. I. O. and A. F. of L. Unions; (4) that on January 3, 1938, William H. Williams was discharged because he had filed charges against the respondent with the National Labor Relations Board; (5) that from May 1, 1937, down to and including the date of the issuance of the complaint the respondent had so arranged the work in its Seymour plant that certain named employees received less work and less pay because of their membership in and activity in connection with the C. I. O. and A. F. of L. Unions; (6) and that the respondent has dominated and interfered with the formation and administration of the Textile Workers Benefit Association, a labor organization of its employees, and contributed support to this organization.

On June 13, 1938, the respondent filed its answer denying all of the material allegations of the complaint.

Pursuant to notice, a hearing was held in Seymour, Indiana, on June 13, 1938, before Hugh C. McCarthy, the Trial Examiner duly designated by the Board. The Board and the respondent were represented by counsel at 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.

At the commencement of the hearing stipulations effecting a settlement of the case were offered in evidence and made a part of the record herein. It appearing that four of the employees alleged to have been discriminated against because of their membership in and activity in connection with the unions, namely, Alfred Kilgas, Ivan Schneider, Leland Ames, and Lillian McAdams, were not covered by the terms of the stipulations between the parties, upon motion of the Board's Attorney the Trial Examiner dismissed the complaint as

to these four employees. The ruling is hereby affirmed. Thereupon the hearing was closed.

The stipulations, which were approved by the Board on June 15, 1938, read as follows:

### STIPULATION

It is hereby stipulated and agreed by and between the Seymour Woolen Mills (hereinafter referred to as the Company) and the National Labor Relations Board for the purposes of the above entitled proceedings as follows:

1. The Company is and has been since January 27, 1916, a corporation duly organized under and existing by virtue of the Laws of the State of Indiana, having its principal office and place of business in the City of Seymour, County of Jackson, State of Indiana.

2. The Company is engaged in the manufacture, sale and distribution of woolen blankets and flannel piece goods, and employs from about 160 to 325 employees.

3. The raw materials used in the manufacturing operations at the Seymour plant are wool, dyes and binding. Based on a seven years average the raw materials aggregate \$450,000.00 per annum, fifty percent of which were shipped to the plant from points and places outside the State of Indiana.

4. Based on a seven year average more than eighty percent of the annual output of the Company from its Seymour plant and which amounts to approximately \$700,000.00 in terms of dollars and cents, was shipped from said plant to customers located outside of the State of Indiana. A portion of the finished products is further processed by its customers and shipped by them throughout the United States.

5. Approximately fifty percent of the raw materials are shipped over the facilities of the Baltimore and Ohio, The Pennsylvania, and the Chicago, Milwaukee and St. Paul Railroads, the remainder being transported by motor trucks.

6. The shipments of the finished products are handled on approximately the same basis namely fifty percent being shipped over the same railroad facilities listed in paragraph 5 above and the remainder being transported by motor trucks.

7. The Company maintains five selling agencies which operate on a commission basis and which are nation wide in scope, and the Company has in the past advertised in publications and trade journals having a nation wide circulation.

IT IS HEREBY STIPULATED by and between The SEYMOUR WOOLEN MILLS, respondent herein, the FEDERAL

LABOR UNION No. 21367, affiliated with the A. F. OF L., the TEXTILE WORKERS ORGANIZING COMMITTEE, affiliated with the C. I. O. and Walter B. Chelf, Attorney, Eleventh Region, for the NATIONAL LABOR RELATIONS BOARD (hereinafter called the Board) that upon the record herein and upon this stipulation, if approved by the Board, an order may be entered by said board providing as follows:

1. Respondent, the Seymour Woolen Mills, will 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 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) Dominating or interfering with the formation or administration of the Textile Employees Benefit Association of Seymour Indiana (for the employees of the Seymour Woolen Mill) or any other labor organization, and shall cease and desist contributing financial or other support to said Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mill), or any other labor organization.

(c) From, in any manner, recognizing the said Textile Employees Benefit Association of Seymour, Indiana, (for the employees of the Seymour Woolen Mills) as the bargaining agency of its employees, or from engaging in any contractual relationship with said Textile Employees Benefit Association of Seymour, Indiana, (for the employees of the Seymour Woolen Mill).

(d) From discouraging membership in the Federal Labor Union No. 21367 affiliated with A. F. of L. or The Textile Workers Organizing Committee, affiliated with the C. I. O. or in any other labor organization of its employees: by discharging, threatening or refusing to reinstate any of its employees for joining the Federal Labor Union No. 21367, affiliated with A. F. of L. or The Textile Workers Organizing Committee, affiliated with the C. I. O. or any other labor organization of its employees;

(e) From, in any manner, discriminating against any of its employees in regard to hire or tenure of employment or any terms or conditions of employment for joining the Federal Labor Union No. 21367, affiliated with A. F. of L. or the Tex-

tile Workers Organizing Committee, affiliated with the C. I. O. or any other labor organization of its employees;

2. Respondent, the Seymour Woolen Mills, shall take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Refuse recognition to and disestablish as any agency of collective bargaining the said Textile Employees Benefit Association of Seymour, Indiana, (for the employees of the Seymour Woolen Mills); inform in writing the officers of said Textile Employees Benefit Association, of Seymour, Indiana, (for the employees of the Seymour Woolen Mills), that it will not, in any manner, deal with or recognize such organization and will refrain from any contractual relationship with said organization;

(b) Pay the stated sum of \$172.14 to William H. Williams; and, \$362.00 to Jesse Crecelius; which stated sums approximated the loss of pay suffered by the said individuals and each of them, by reason of their discharge.

(c) Make whole to Sarah Jane Stewart \$297.06; Dorothy Ault, \$311.13; Martha Robbins, \$387.36; Katherine Kysar, \$257.60; Christine Buckley, \$308.87; Rose Hanner, \$230.21; Mattie Dean, \$143.50; Harry Stradley, \$124.82; Nannie Mellencamp, \$31.50; Eunice Hunt, \$44.97; Farrell McAdams, \$28.03; which stated amounts approximate the loss of pay suffered by said individuals and each of them by reason of their layoff and the same being in each instance a sum of money equal to that which they would normally have earned from the date of their layoff to the date of their reinstatement, computed at their regular rate of pay per week.

(d) Offer to William H. Williams, and Jesse Crecelius full and immediate reinstatement to their former positions without prejudice to the rights and privileges previously enjoyed by them.

(e) Offer employment to Sarah Jane Stewart, Rose Hanner, Nannie Mellencamp, Mattie Dean, Farrell McAdams, Eunice Hunt and Harry Stradley; said individuals and each of them, to be reinstated in accordance with their respective seniority rights; it being hereby stipulated that Katherine Kysar, Christine Buckley, Dorothy Ault and Martha Robbins, have heretofore been reinstated and are at present employed by the respondent company.

(f) Post and keep visible in conspicuous places about its Seymour plant in the City of Seymour, State of Indiana, for a period of thirty (30) days after receipt of a copy of the order to be entered herein by the National Labor Relations Board.

(g) Inform the Regional Director of the National Labor Relations Board for the Eleventh Region, within ten (10) days of the service of said order, of the manner in which said respondent has complied therewith.

And such order may be embodied in any decree of a United States Circuit Court of Appeals in any action or proceeding in the premises, the respondent herein hereby expressly waiving any and all requirement of notice of the institution of proceedings for the enforcement of said order.

And it is further agreed by the parties hereto that for the purpose of determining the bargaining agency in the respondent plant, a consent election will be conducted by Robert H. Cowdrill, Regional Director of the Eleventh Regional Office of the National Labor Relations Board, at such time that may be designated by him.

Upon the basis of the above stipulations between the parties and the record in the case, the Board makes the following:

### FINDINGS OF FACT

#### THE BUSINESS OF THE RESPONDENT

The respondent, an Indiana corporation has its principal office and place of business in the city of Seymour, Indiana, and is engaged in the manufacture, sale, and distribution of woolen blankets and flannel piece goods. Fifty per cent of the raw materials used in the respondent's business, aggregating \$250,000.00, are shipped to its Seymour plant from points outside of the State of Indiana. More than 80 per cent of the annual output of the respondent, amounting to \$700,000.00, is shipped outside of the State of Indiana to points all over the United States.

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

### ORDER

Upon the basis of the above stipulations and 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 Seymour Woolen Mills, 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 rep-

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) Dominating or interfering with the formation or administration of the Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mills) or any other labor organization, and shall cease and desist contributing financial or other support to said Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mills), or any other labor organization;

(c) In any manner recognizing the said Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mills), as the bargaining agency of its employees, or from engaging in any contractual relationship with said Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mills);

(d) Discouraging membership in the Federal Labor Union No. 21367 affiliated with A. F. of L. or the Textile Workers Organizing Committee, affiliated with the C. I. O. or in any other labor organization of its employees, by discharging, threatening, or refusing to reinstate any of its employees for joining the Federal Labor Union No. 21367, affiliated with A. F. of L. or the Textile Workers Organizing Committee, affiliated with the C. I. O. or any other labor organization of its employees;

(e) In any manner discriminating against any of its employees in regard to hire or tenure of employment or any terms or conditions of employment for joining the Federal Labor Union No. 21367, affiliated with A. F. of L. or the Textile Workers Organizing Committee, affiliated with the C. I. O. or any other labor organization of its employees.

2. Respondent, the Seymour Woolen Mills, shall take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Refuse recognition to and disestablish as an agency of collective bargaining the said Textile Employees Benefit Association of Seymour, Indiana (for the employees of the Seymour Woolen Mills); inform in writing the officers of said Textile Employees Benefit Association, of Seymour, Indiana (for the employees of the Seymour Woolen Mills), that it will not, in any manner, deal with or recognize such organization and will refrain from any contractual relationship with said organization;

(b) Pay the stated sum of \$172.14 to William H. Williams; and, \$362.00 to Jesse Crecelius; which stated sums approximated the loss

of pay suffered by the said individuals and each of them, by reason of their discharge;

(c) Make whole Sarah Jane Stewart \$297.06; Dorothy Ault, \$311.13; Martha Robbins, \$387.36; Katherine Kysar, \$257.60; Christine Buckley, \$308.87; Rose Hanner, \$230.21; Mattie Dean, \$143.50; Harry Stradley, \$124.82; Nannie Mellenkamp,<sup>1</sup> \$31.50; Eunice Hunt, \$44.97; Farrell McAdams, \$28.03; which stated amounts approximate the loss of pay suffered by said individuals and each of them by reason of their lay-off and the same being in each instance a sum of money equal to that which they would normally have earned from the date of their lay-off to the date of their reinstatement, computed at their regular rate of pay per week;

(d) Offer to William H. Williams, and Jesse Crecelius full and immediate reinstatement to their former positions without prejudice to the rights and privileges enjoyed by them;

(e) Offer employment to Sarah Jane Stewart, Rose Hanner, Nannie Mellenkamp, Mattie Dean, Farrell McAdams, Eunice Hunt, and Harry Stradley; said individuals and each of them, to be reinstated in accordance with their respective seniority rights;

(f) Post and keep visible in conspicuous places about its Seymour plant in the City of Seymour, State of Indiana, for a period of thirty (30) days after receipt, a copy of the order to be entered herein by the National Labor Relations Board;

(g) Inform the Regional Director of the National Labor Relations Board for the Eleventh Region, within ten (10) days of the service of said order, of the manner in which respondent has complied therewith.

It is further ordered that the complaint be, and the same hereby is, dismissed in so far as it alleges discrimination within the meaning of Section 8 (3) of the Act with reference to the employment of Alfred Kilgas, Ivan Schneider, Leland Ames, and Lillian McAdams.

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<sup>1</sup> This employee's name was erroneously spelled "Mellencamp" in the stipulation.