

In the Matter of INDIANA CASH DRAWER COMPANY and UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL No. 1617

Case No. C-644.—Decided July 30, 1938

Autographic Cash Register and Drawer Manufacturing Industry—Settlement:
agreement to comply with Act—Order: entered on stipulation.

Mr. William Logan Donnel, for the Board.

Mr. Herbert C. Jones, of Shelbyville, Ind., for the respondent.

Mr. Carl A. Denney, of Shelbyville, Ind., for the United.

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

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by United Brotherhood of Carpenters and Joiners, Local No. 1617, herein called the United, the National Labor Relations Board, herein called the Board, by Robert H. Cowdrill, Regional Director for the Eleventh Region (Indianapolis, Indiana), issued its complaint dated May 3, 1938, against Indiana Cash Drawer Company, Shelbyville, Indiana, herein called the respondent. The complaint and notice of hearing thereon were duly served upon the respondent and the United. On May 6, 1938, the hearing was postponed and the time within which the respondent was to file its answer extended.

The complaint alleged, in substance, that the respondent had discharged and refused to reinstate Herbert Fischer because he had become a member of the United and engaged in organizational and other activities on behalf of the United; that the respondent had formed and sponsored a labor organization known as the Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, herein called the Association, and had dominated and interfered with the administration of this organization; that the respondent had persuaded and warned its employees to refrain from becoming or remaining members of the United; that the respondent had at all times refused to bargain collectively with the United, although it had been designated by a majority of the employees in an

appropriate unit as their bargaining representative; and that by these and other acts the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On May 18, 1938, the respondent filed its answer to the complaint, in which it admitted the allegations as to the nature and scope of its business, but denied that it had engaged in the alleged unfair labor practices.

On May 23, 1938, the Association filed with the Regional Director a petition to intervene in the proceedings. On May 24, 1938, the Regional Director denied the petition for intervention without prejudice to the right of the Association to renew its petition at the hearing.

Pursuant to notice a hearing was held in Shelbyville, Indiana, on May 26, 1938, before Alvin J. Rockwell, the Trial Examiner duly designated by the Board. The Board and the respondent were represented by counsel, and the United by its business agent. Full opportunity to be heard, to examine and cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties.

On May 26, 1938, during the course of the hearing the respondent, the United, and the Board entered into several stipulations effecting a settlement of the case. The first two stipulations were introduced as exhibits and made a part of the record without objection by any party. The third stipulation was agreed to by all parties at the hearing.

On May 28, 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 approving the stipulation and transferring the case to the Board.

The above-mentioned stipulations provide as follows:

It is hereby stipulated and agreed by and between Indiana Cash Drawer Company (hereinafter referred to as Company) and the National Labor Relations Board for the purposes of the above entitled proceeding as follows:

1. The Company is and has been since April 4, 1921, a corporation organized under and existing by virtue of the laws of the State of Indiana, with its principal office located at Miller Street, Industrial Switch, Shelbyville, Indiana. During the year 1921 it started operation of its plant located in the City of Shelbyville, Indiana, and has since said time increased its number of employees until at its peak production it employed about Thirty-Four (34) employees in said plant.

2. The Company is engaged in the manufacture, sale and distribution of cash register bases, autographic cash registers and cash drawers of many and various natures and descriptions.

3. The raw materials used in the manufacturing operations of the Company's plant are as follows: Lumber, steel, veneer, finishing materials, packing materials, hardware and upfitting materials. During the year 1937, the total cost of said materials amounted to approximately \$33,000.00, of which approximately 50% were shipped to it from points and places outside the State of Indiana.

4. During the year 1937 the annual output of the Company from its plant in terms of dollars and cents was approximately \$100,000.00. That approximately 80% of its finished products were shipped from said plant to customers located outside the State of Indiana.

5. Most of the Company's finished products is shipped direct to its customers by common carrier, either rail or truck.

6. The Company sells its finished products by personal contact of its officers with jobbers and dealers and which officers travel throughout the United States receiving orders for goods produced by the Company at its plant, and the Company has advertised its products in some trade journals having a Nationwide circulation.

It is further stipulated and agreed that either party hereto may introduce further or other testimony concerning any and all the matters herein stipulated.

It is hereby stipulated by and between the Indiana Cash Drawer Company, respondent herein, the United Brotherhood of Carpenters and Joiners Local No. 1617, and William Logan Donnel, 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 forthwith by said Board providing as follows:

1. Respondent, the Indiana Cash Drawer Company, shall 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 Employees Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, or any other labor organization, and shall cease and desist contributing financial or other support to said Employees Welfare Association of Indiana

Cash Drawer Company of Shelbyville, Indiana, or any other labor organization, except that respondent may permit employees to confer with it during working hours without loss of pay or time;

(c) From, in any manner, recognizing the Employees Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana as the bargaining agency of its employees, or from continuing in any contractual relationship with said Employees Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana;

(d) From discouraging membership in the United Brotherhood of Carpenters and Joiners, Local No. 1617, or in any other labor organization of its employees: by discharging, threatening or refusing to reinstate any of its employees for joining the United Brotherhood of Carpenters and Joiners, Local No. 1617, or any other labor organization of its employees.

2. Respondent, the Indiana Cash Drawer Company, shall take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Withdraw recognition from and disestablish as an agency of collective bargaining the Employees Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana; inform in writing the officers of said Employees Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana that it will not, in any manner, deal with or recognize such organization and will withdraw from any contractual relationship with said organization;

(b) Offer to Herbert Fischer immediate and full reinstatement to his former position without prejudice to any rights and privileges previously enjoyed by him;

(c) Make whole the said Herbert Fischer for any loss of pay suffered by him by reason of the discharge of the said Herbert Fischer on February 7, 1938, by payment to him of a sum of money equal to that which he would have earned normally from the date of his said discharge to the date of reinstatement, computed at his regular rate of pay per week;

(d) Upon request, bargain collectively with said United Brotherhood of Carpenters and Joiners, Local No. 1617; and if any agreement or agreements whatsoever is or are entered into by and between said Indiana Cash Drawer Company and said United Brotherhood of Carpenters and Joiners, Local No. 1617, the same shall be reduced to writing and duly signed and executed by said parties;

(e) Post and keep visible in conspicuous places about its plant in the City of Shelbyville, County of Shelby and State of Indiana,

for a period of thirty (30) days after receipt, copies of the order to be entered herein by the National Labor Relations Board;

(f) 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 third stipulation agreed to at the hearing reads as follows:

That a unit appropriate for the purposes of collective bargaining within the meaning of the Act consists of all production and maintenance employees of the Respondent in its Shelbyville plant, excluding supervisory and clerical employees.

Upon these stipulations and the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, Indiana Cash Drawer Company, is a corporation organized under the laws of the State of Indiana, with its principal office located in Shelbyville, Indiana. The respondent is engaged in the manufacture, sale, and distribution of cash-register bases, auto-graphic cash registers, and cash drawers. The raw materials used by the respondent in its manufacturing operations include lumber, steel, veneer, finishing and packing materials, hardware, and upfitting materials. In 1937 the total cost of raw materials was approximately \$33,000, of which approximately 50 per cent were shipped to it from outside the State of Indiana. In the same year the output of the respondent was approximately \$100,000, and it shipped approximately 80 per cent of its finished products to customers located outside the State of Indiana.

We find that the respondent's operations at the Shelbyville, Indiana, plant constitute trade, traffic, and commerce among the several States.

II. THE ORGANIZATIONS INVOLVED

United Brotherhood of Carpenters and Joiners, Local No. 1617, and Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, are both labor organizations within the meaning of Section 2 (5) of the Act.

III. THE APPROPRIATE UNIT

We find that the production and maintenance employees of the respondent, employed at the Shelbyville, Indiana, plant, excluding supervisory and clerical employees, constitute a unit appropriate for the purposes of collective bargaining and that said unit insures to employees of the respondent the full benefit of their right to self-organization and to collective bargaining and otherwise effectuates the policies of the Act.

IV. REPRESENTATION BY THE UNITED OF A MAJORITY IN THE APPROPRIATE UNIT

The respondent did not dispute the claim of the United that it represented a majority of the employees in the appropriate unit. During the hearing the Trial Examiner pointed out to counsel for the respondent that his interpretation of the stipulation was that the United would be regarded as the exclusive representative of the production and maintenance workers, and that the respondent would bargain with the United as such exclusive agent. Counsel for the respondent did not dissent from this interpretation.

We find that the United has been designated and selected by a majority of the employees in the appropriate unit as their representative for the purposes of collective bargaining. By virtue of Section 9 (a) of the Act, the United is the exclusive representative of all the employees in the appropriate unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. We shall, accordingly, modify the order.

ORDER

Upon the basis of the above findings of fact and stipulations, 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 hereby orders that the National Cash Drawer Company, 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 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 dominating or interfering with the formation or administration of the Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, or any other labor organization, and from contributing financial or other support to said Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, or any other labor organization, except that respondent may permit employees to confer with it during working hours without loss of pay or time;

(c) From in any manner recognizing the Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, as the bargaining agency of its employees, or from continuing in any contractual relationship with said Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana;

(d) From discouraging membership in the United Brotherhood of Carpenters and Joiners, Local No. 1617, or in any other labor organization of its employees, by discharging, threatening or refusing to reinstate any of its employees for joining the United Brotherhood of Carpenters and Joiners, Local No. 1617, or any other labor organization of its employees.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Withdraw recognition from and disestablish as an agency of collective bargaining the Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana; inform in writing the officers of said Employees' Welfare Association of Indiana Cash Drawer Company of Shelbyville, Indiana, that it will not, in any manner, deal with or recognize such organization and will withdraw from any contractual relationship with said organization;

(b) Offer to Herbert Fischer immediate and full reinstatement to his former position without prejudice to any rights and privileges previously enjoyed by him;

(c) Make whole Herbert Fischer for any loss of pay suffered by him by reason of his discharge, by payment to him of a sum of money equal to that which he would normally have earned from the date of his discharge to the date of the respondent's offer of reinstatement, computed at his regular rate of pay per week;

(d) Upon request, bargain collectively with United Brotherhood of Carpenters and Joiners, Local No. 1617, as the exclusive representative of its production and maintenance employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment; and if any agreement or agreements whatsoever is or are entered into by and between said Indiana Cash Drawer Company and said United Broth-

erhood of Carpenters and Joiners, Local No. 1617, the same shall be reduced to writing and duly signed and executed by said parties;

(e) Post and keep visible in conspicuous places about its plant in the City of Shelbyville, County of Shelby and State of Indiana, for a period of thirty (30) days after receipt, copies of this order;

(f) 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.