

In the Matter of BAER COMPANY, INC. and UNITED TEXTILE WORKERS  
OF AMERICA

*Case No. C-8.—Decided January 25, 1936*

*Silk Yarn and Textile Industry—Unit Appropriate for Collective Bargaining:*  
production employees—*Election:* consent—*Settlement.* agreement to comply with  
Act—*Consent Decree:* agreement to entry of by Board.

*Mr. Gerhard P. Van Arkel* for the Board.

*Mr. Nathan M. Balliet*, of Lehighton, Pa., for respondent.

*Mr. M. Herbert Syme*, of Philadelphia, Pa., for the Union.

*Mr. Fred. G. Krivonos*, of counsel to the Board.

DECISION

STATEMENT OF CASE

Upon charges duly filed by the United Textile Workers of America, hereinafter called the union, and acting pursuant to the authority granted in Section 10 (b) of the National Labor Relations Act, approved July 5, 1935, Stanley W. Root, Regional Director for the Fourth Region, agent of the National Labor Relations Board designated by Article IV, Section 1, National Labor Relations Board Rules and Regulations—Series 1, issued its complaint dated November 18, 1935, against the Baer Co., Inc., respondent herein. The complaint and notice of hearing thereon were duly served upon respondent on November 21, 1935, in accordance with Article V, Section 1 of said Rules and Regulations—Series 1.

The complaint alleges that the respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2) and (5), and Section 2, subdivisions (6) and (7) of such Act. Thereafter, on November 26, 1935, respondent filed its answer to the complaint. Respondent, in its answer, expressly admits the allegations in the complaint (paragraph 1) concerning its incorporation and place of business, and the allegations that the interstate sources of its raw materials and the interstate sale and transportation of its product constitute a continuous flow of trade, traffic and commerce among the several states. Respondent's answer fails to reply to the allegations in the complaint (paragraph 12) that the unfair labor practices alleged constitute unfair labor practices affecting commerce. All other allegations in the complaint, excepting

those concerning the appropriate bargaining unit (paragraph 7) which are admitted, are either denied or neither admitted nor denied for lack of knowledge.

Pursuant to the notice of hearing, William R. Walsh, Trial Examiner, as agent of the National Labor Relations Board designated by Article IV, Section 3, and Article II, Section 22 of said Rules and Regulations—Series 1, conducted a hearing on December 2, 1935, at Bloomsburg, Pennsylvania. The respondent, appearing by Nathan M. Balliet, participated in the hearing. Full opportunity to be heard, to cross-examine witnesses and to produce evidence was afforded to all parties.

In the course of the hearing, at a conference of all interested parties, stipulations, set forth below in the findings of fact, were agreed upon between all such parties, as the basis of settlement of the case.

On December 16, 1935, the Board, deeming it necessary in order to effectuate the purposes of the Act, directed, under Article II, Section 35 of said Rules and Regulations—Series 1, that the proceeding herein be transferred and continued before it for determination pursuant to Article II, Section 36 of said Rules and Regulations—Series 1.

Upon the basis of respondent's admissions in its answer and upon the basis of the stipulations entered into between all interested parties, as set forth below, we make the following findings of fact.

#### FINDINGS OF FACT

I. The Baer Co., Inc., respondent herein, is a corporation organized and existing by virtue of the laws of the State of Pennsylvania, having its principal place of business in the City of Berwick, Columbia County, Pennsylvania, and its office in the Borough of Lehighton, Carbon County, Pennsylvania, and is engaged in the production, sale and distribution of silk and rayon yarns.

II. Respondent in the course and conduct of its business causes and has continually caused substantially all the raw materials used in the production of silk and rayon yarns to be purchased and transported in interstate commerce from and through states of the United States other than the State of Pennsylvania, and foreign countries, to its Berwick plant in the State of Pennsylvania, and causes and has continuously caused a large part of the silk and rayon yarns produced by it to be transported in interstate commerce from the Berwick plant in the State of Pennsylvania to, into and through states of the United States other than the State of Pennsylvania, all of the aforesaid acts constituting a continuous flow of trade, traffic and commerce among the several states.

III. The employees engaged in the production of silk and rayon yarns at the Berwick plant of respondent, exclusive of those engaged in a supervisory capacity, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

IV. At the hearing on December 2, 1935, the following stipulations were agreed upon between respondent, by Nathan M. Balliet and H. Mont Smith, its attorneys, the United Textile Workers of America, by M. Herbert Syme, its attorney, and the National Labor Relations Board, by Stanley W. Root, Regional Director, Fourth Region, whose agency for the Board in this matter has been duly ratified, to be the basis of settlement of the case:

"1. The Baer Company, Incorporated, agrees that it will not interfere with, coerce, or restrain its employees in the exercise of the rights granted them by Section 7 of the National Labor Relations Act, approved July 5, 1935.

"2. The Baer Company, Incorporated, agrees that it will comply with the requirements of Section 8 of the said National Labor Relations Act.

"3. The Baer Company, Incorporated, agrees that an election among its employees will be held with its consent under the auspices of the National Labor Relations Board on Thursday, December 5, 1935 at which all employees not in a supervisory capacity shall have the right to vote to determine the representatives of its employees for the purpose of collective bargaining and agrees that it will enter into negotiations in good faith with the representatives chosen by the majority of its employees voting in such election, looking toward the making of an agreement covering wages, hours and working conditions, which agreement shall in any case provide for a preferential shop.

"4. Paragraphs 1, 2, and 3 of this stipulation may be contained in a decree to be entered any time in the future by the National Labor Relations Board in any Court and the Baer Company, Incorporated, agrees that it will not during a period of one year oppose the entry of such a decree and waives its right to oppose such entry."

V. Pursuant to the provisions of paragraph 2 of these stipulations, the National Labor Relations Board, by Stanley W. Root, Regional Director for the Fourth Region, whose agency for the Board in this matter has been duly ratified, conducted, on December 5, 1935, an election by secret ballot among respondent's employees

other than those engaged in a supervisory capacity, and filed a report of the results of such election, as follows:

Total employees eligible to vote.....	215
Total ballots cast.....	167
Total number of ballots cast for representation by United Textile Workers of America.....	108
Total number of ballots cast against such representation.....	59

VI. Upon the basis of the results of the election conducted among respondent's employees, other than those engaged in a supervisory capacity, by said Stanley W. Root, agent of the Board, under the terms of said stipulations, and his report thereon, the Board hereby finds that the United Textile Workers of America, a labor organization, has been designated to be the exclusive representative of respondent's employees for the purposes of collective bargaining by a majority of such employees.

VII. The unfair labor practices alleged in the complaint, and those from which practices respondent has in the stipulations set forth in finding IV above agreed to desist, constitute unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2), (3), (4) and (5), and Section 2, subdivisions (6) and (7) of said Act.

### ORDER

On the basis of these findings of fact, which embody the stipulations entered into between respondent, the union and the Board, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Baer Co., Inc., and its officers and agents shall:

1. Cease and desist, in accordance with its agreement expressed in paragraph 1 of the stipulations set forth in finding IV above, 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.

2. Cease and desist, in accordance with its agreement expressed in paragraph 2 of the stipulations set forth in finding IV above, from any conduct inconsistent with compliance with the requirements of Section 8, subdivisions (1), (2), (3), (4) and (5) of the National Labor Relations Act.

3. Cease and desist, in accordance with its agreement expressed in paragraph 3 of the stipulations set forth in finding IV above, from any refusal to bargain collectively with the United Textile Workers

of America, the exclusive representatives designated therefor by its employees, other than those engaged in a supervisory capacity.

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

(a) Enter, in accordance with its agreement expressed in paragraph 3 of the stipulations set forth in finding IV above, into negotiations in good faith with the United Textile Workers of America, designated as their exclusive representatives for the purposes of collective bargaining by its employees, other than those engaged in a supervisory capacity, as set forth above, with the object of making of an agreement covering wages, hours and working conditions.

(b) Post notices immediately in conspicuous places in its Berwick, Pennsylvania, plant, stating that under terms of the settlement of this case and in compliance with this order: (1) Respondent will comply with the provisions of the National Labor Relations Act; and that (2) respondent's employees will not be interfered with, restrained or coerced in the exercise of their rights to self-organization, to bargain collectively with representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection guaranteed them by Section 7 of such Act; and that (3) the United Textile Workers of America have been chosen as their exclusive representatives for collective bargaining by respondent's employees, other than those engaged in a supervisory capacity, and respondent will bargain with the United Textile Workers of America exclusively as the representatives of all such employees; and that (4) such notices will remain posted for a period of thirty consecutive days from the date of posting.

(c) Inform the Regional Director for the Fourth Region, within seven days of the date of service of this Order, that it has complied, and in what manner it has complied, with the provisions of this Order.