TWELFTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED JUNE 30

1947

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(During the fiscal year ended June 30, 1947)

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LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., January 3, 1948.

SIR: As provided in Section 3 (c) of the National Labor Relations Act (49 Stat. 449), I submit herewith the Twelfth Annual Report of the National Labor Relations Board for the year ended June 30, 1947, and, under separate cover, lists containing the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board.

PAUL M. HERZOG, *Chairman.*

THE PRESIDENT OF THE UNITED STATES,
THE PRESIDENT OF THE SENATE,
THE SPEAKER OF THE HOUSE OF REPRESENTATIVES,
Washington, D. C.

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I

THE LAST YEAR OF ADMINISTRATION OF THE WAGNER ACT

THE functioning of the National Labor Relations Board under the Wagner Act, which became effective on July 5, 1935, came to an end on midnight August 21, 1947. On the following day, the Board entered upon its vastly increased domain of activity under the Labor Management Relations Act of 1947. Thus, the fiscal year that ended June 30, 1947, became the last full year of operation under the Wagner Act.

The past year was one of unprecedented activity for the Board: More cases were received than in any of the agency's preceding 11 years. More cases were handled to conclusion than in any similar period. The Board was called upon to express its views in writing and in oral testimony on many of the bills that were introduced in the Eightieth Congress.

During the past year the Board performed its statutory functions to the best of its ability, but it was hampered by an unprecedently large case load and a limited appropriation. Unsettled labor-management relations growing out of the postwar reconversion period continued to form the basis for the perpetuation of a heavy work load. The Board continued to effectuate its dual tasks of (1) remedying and eliminating employers unfair labor practices which impeded collective bargaining, and (2) providing the means whereby controversies as to the choice of bargaining representative by employees could be resolved.

The effects of the National Labor Relations Act were demonstrated by the relatively small number of organizational strikes that occurred in 1946. The act was designed specifically to reduce industrial strife arising from disputes concerning union organization and recognition; it was not framed to deal with disputes arising from differences as to the substantive content of labor agreements, such as wages, hours, and working conditions. Although 1946 was characterized by a heavy strike wave, mainly over wages, strife of the type that the Wagner Act was devised to mitigate constituted only a small proportion of total strike activity. Strikes falling within the purview of the Wagner Act accounted for less than 12 percent of the workers involved in all 1946 strikes and represented about 15 percent of the total time lost in work stoppages.

Almost 15,000 new cases were filed with the National Labor Relations Board in the year ended June 30, 1947. This was an all-time high, even exceeding the previous record-breaking total of 12,260 cases filed in the prior fiscal year. In August 1946 the Board received more

new cases than in any month in its 12-year history. After the peak of 1,662 new cases received in that month, the monthly case input declined somewhat and then leveled off for the rest of the fiscal year. The average number of new cases received in the period from January to June 1947 approximated 1,100 per month.

Two kinds of cases arose under the National Labor Relations Act of 1935, "representation cases" and "unfair labor practice" cases. Representation cases were instituted by petitions filed by unions or employers, requesting Board action to determine whether or not workers wished to select representatives to engage in collective bargaining. Unfair labor practice cases arose from charges filed by unions or employees alleging that employers had committed unfair labor practices. These included such charges as discrimination against an employee because of his union membership or activity, promotion of a "company union," refusal to recognize a union which represented a majority of employees in an appropriate bargaining unit. (See Ninth Annual Report, ch. II, for explanation of procedures in case handling.)

Both types of cases handled by the Board were received in greater volume in the past fiscal year than in fiscal 1946. A total of 4,232 unfair labor practice cases were received or about 11 percent more than during the previous year (3,815). The number of representation cases rose to 10,677 from the previous year's figure of 8,445, an increase of about 26 percent.

Continuing a trend established in recent years, unfair labor practice cases constituted a decreasing proportion of total cases received. Only about 28 percent of the year's cases involved unfair labor practices, as compared with 31 percent for the previous year. The proportion of representation cases thus rose from 69 to about 72 percent. However, in absolute numbers, each year since 1945 has been characterized by an increase in the number of unfair labor practice cases. A continuation of the trend in the proportional relationship between the two kinds of cases resulted in the last 2 years from the substantially increasing volume of representation cases, rather than from the decline in the number of unfair labor practice cases that characterized the years from 1942 through 1945.

Almost two-thirds of charges brought in the past fiscal year asserted that employers had committed some act of illegal discrimination against employees or applicants for employment. Alleged refusal to bargain was next in number, accounting for about 32 percent of the charges. Sponsorship of "company unions" or other illicit assistance to labor organizations was charged in only about 7 percent of cases, a lower proportion than in any prior year.

More cases were closed in the past fiscal year than in any prior similar period; 14,456 cases were disposed of, as compared with the previous high of 11,741 in 1942. Over 83 percent of the cases were closed in the past fiscal year by informal means usually in the regional offices. Such informal settlements meant tremendous savings of time and money for management, labor, and the Government, and also made for improved future labor relations through avoidance of protracted litigation. The Board closed 4,014 unfair labor practice cases in the past year, disposing of 3,722, or almost 93 percent of the total, by informal means. About 74 percent of the unfair labor practice cases

were closed in the past year through withdrawal of the charge by the charging party or dismissal by the Board. Of a total of 10,442 representation cases closed during the same period, 8,331, or almost 80 percent, were adjusted without formal proceedings.

During the past year 1,030 unfair labor practice cases were closed through adjustment or compliance with formal recommendations or directives. Compliance actions taken by employers in these cases included the reinstatement of over 4,000 illegally discharged workers, as well as of 964 individuals who participated in strikes found to have been caused by employers' unfair labor practices. Employers also distributed $1,104,660 in back pay to 2,656 workers against whom illegal discrimination had been practiced. In 658 cases, notices were posted by employers advising their employees that they would refrain from committing certain unfair labor practices and would take the affirmative action ordered by the Board. Employers disestablished unions found to be company-dominated in 36 cases.

The Board conducted 6,920 elections in order to determine whether and by whom employees desired to be represented for the purposes of collective bargaining. Several types of elections and cross checks were employed by the Board. (See Ninth Annual Report, ch. II, and Eleventh Annual Report, pp. 6–8, for description of the various kinds of elections and cross checks conducted by the Board.) Of the 6,920 elections, 5,400 or 78 percent, were based on the full agreement of the parties, the remaining 22 percent were ordered by the Board and its agents in prehearing election cases.

Of the 934,553 persons eligible to vote in Board elections in the past year, 805,474 or 86 percent of those eligible, cast valid ballots. Of the latter number, 621,732, or about 77 percent, cast their votes for a labor organization; 183,742 workers, or about 23 percent, voted against being represented by a collective bargaining agent.

Of the 6,920 elections conducted by the Board, 5,194, or 75 percent, resulted in the election of a collective bargaining representative. No union was designated in 1,726, or 25 percent, of the elections. Approximately 79 percent of the elections in the past year involved a choice for or against a single union as bargaining representative; 1,406, or about 20 percent, involved two unions, while only 1 percent involved 3 or more competing labor organizations.

By means of the prehearing election procedure, introduced in December 1945 (see Eleventh Annual Report, pp. 6–7), the Board was able to effectuate a reduction in the number of representation case hearings and Board-ordered elections.[1] Of 626 prehearing election cases closed in the past fiscal year, only 172 required subsequent hearings; thus, hearings were entirely avoided in 454 cases. After the introduction of the prehearing procedure, the number of Board-ordered elections declined both absolutely and relatively. In the fiscal years 1944 and 1945, Board-ordered elections were necessary in over 1,500 cases in each year and accounted for about 32 percent of all elections. In fiscal 1946, the first year that prehearing elections were used, the number of Board-ordered elections declined to 1,163, or about 21 percent of the total. In 1947, the first full year of the new procedure, the

[1] Sec. 9 (c) of the National Labor Relations Act as amended bars the Board from using prehearing elections (or any cross check) in the future.

number of elections ordered by the Board itself had dropped to 876, or less than 13 percent of the total.

In the past fiscal year, affiliates of the American Federation of Labor won certification in 2,196 elections, with a total of 208,524 votes; affiliates of the Congress of Industrial Organizations won 2,138 contests, with 288,381 votes; unaffiliated unions won 860 contests, with 124,827 votes. No union won in 1,726 elections, with a total of 183,742 votes against any union representation.

The influx in the past fiscal year of more cases than ever before in the Board's history, accompanied by the cut in the Board's appropriation which necessitated laying off over 20 percent of its employees, resulted in the Board's carrying over the unprecedented number of 5,058 cases into the new fiscal year beginning July 1, 1947.[2] This carry-over was almost 10 percent in excess of the previous record high of 4,605 cases pending on July 1, 1946. The backlog of unfair labor practice cases as of July 1, 1947, amounted to 2,443 cases as compared with 2,615 representation proceedings.

The National Labor Relations Board, in the 12 years of operation from July 5, 1935, through August 21, 1947, had received over 105,000 cases. Of these, about 60,000 involved representation questions, while about 45,000 involved allegations of unfair labor practices. In that period the Board disposed of 43,556 unfair labor practice charges and 57,852 representation proceedings, or a grand total of 101,408 cases. Over 81 percent of all cases closed were disposed of without resort to formal Board action; almost 91 percent of unfair labor practice cases were concluded by informal means and less than 26 percent of representation cases required formal treatment.

In the 12-year period before the amendment of the act (excluding 1936, 1937, and part of 1938 for which data are unavailable), the Board effected the reinstatement of over 300,000 workers who were found to have suffered discrimination in violation of the act. Almost 41,000 workers received back pay, totaling nearly $12,560,000. More than 1,700 company unions, found to be employer-controlled, were disestablished. More than 8,000 notices were posted by employers. Collective bargaining was begun as a result of Board action in over 5,000 unfair labor practice cases during the period that the Wagner Act was in effect.

The Board conducted nearly 37,000 elections in the 12-year period, almost 74 percent of them by consent. Labor organizations won 30,110 elections and cross checks, or over 81 percent of the total. Of the 9,131,659 workers eligible to participate in such elections and cross-checks, 7,677,135, or 84 percent of the total cast valid votes. This demonstrates the high degree of employee interest in having an opportunity to select or reject a collective bargaining representative.

[2] Only 3,937 cases were pending when the Labor Management Relations Act became effective on August 22, 1947.

Five Board cases were decided by the United States Supreme Court in the year ended June 30, 1947. In four of these cases Board orders were enforced in full. The Board was reversed in none of these cases, one being remanded to the circuit court of appeals. Of the 70 Board cases decided by the United States circuit courts of appeals in the same period, Board orders were enforced in full in 49, or 70 percent of the cases. Ten orders were enforced in part, 10 were set aside, and 1 was remanded to the Board for further proceedings.

During the entire 12-year period of the operation of the Wagner Act, 59 Board cases were decided by the United States Supreme Court. Board orders were enforced in full in 45, or in over 76 percent of the cases decided. Only two orders were set aside by the Supreme Court and nine Board orders were enforced with modification. Of the three remaining orders, one was remanded to the Board, one was remanded to a circuit court of appeals, and the Board's request for remand or modification of the third was denied by the Court.

Hearings on Amendments to the National Labor Relations Act

During the first session of the Eightieth Congress approximately 60 bills dealing with the field of labor management relations were introduced in the Senate and in the House of Representatives. On January 23, 1947, the Committee on Labor and Public Welfare of the United States Senate began hearings on the bills and resolutions referred to it. These hearings covered not only bills proposing amendments to the National Labor Relations Act, but also all bills dealing with such matters as the organization and responsibility of labor unions, proposals for labor courts and compulsory arbitration, proposals for mediation and conciliation, and proposals dealing with the closed shop and Nation-wide bargaining. The hearings were concluded on March 13.

In response to the request of the committee, the Board submitted a written statement on pending labor legislation, which was incorporated into the record of the committee's proceeding.[3] This statement was submitted in conjunction with the testimony of Chairman Paul M. Herzog, who appeared before the committee on March 6.[4]

In the report submitted to the committee, the Board observed that as an agency of the United States it was "concerned with the public interest and with that interest alone," and that it appeared before the committee "as the trustee of the Congress for the administration of the National Labor Relations Act." The Board stated that, just as it was not its province as a trustee to fix the terms of the deed of trust that gave it being, it was not its responsibility to decide whether those terms should be altered, that being a matter for Congress to decide. The report and testimony contained an analysis of various proposals directly affecting the work of the Board.

On February 5, 1947, the committee on Education and Labor of the House of Representatives began hearings on the labor bills re-

[3] Statement of Paul M. Herzog, Chairman of the National Labor Relations Board, on pending labor legislation before the Senate Committee on Labor and Public Welfare, March 6, 1947, printed in hearings before the Committee on Labor and Public Welfare, U. S. Senate, 80th Cong., 1st sess., on S. 55 and S. J. Res. 22 (hereinafter referred to as hearings), pt. 4, pp. 1901–1936, inclusive.

[4] Statement of the Chairman of the National Labor Relations Board, Washington, D. C., pt. 4, May 6, 1947, pp. 1847–1901, inclusive.

ferred to that committee. These hearings continued through February and were concluded on March 15. The Board submitted to the House committee a statement on those House bills which directly affected the work of the Board.[5] The Chairman and Regional Director Hugh Sperry appeared as witnesses.[6] The statement to the House committee and the testimony of the Chairman analyzed the various amendments proposed.

On June 23, 1947, the Labor Management Relations Act, 1947, was enacted into law. This act in title I substantially amended the National Labor Relations Act of 1935. Title I, together with other provisions of the Labor Management Relations Act, conferred upon the Board considerably expanded functions. Title I did not become effective until after the end of the fiscal year.

On August 1, 1947, Abe Murdock and J. Copeland Gray took office as the new Members of the Board, and Robert N. Denham as General Counsel, by appointment of President Truman, pursuant to section 3 of the new statute. Chairman Herzog and Board Members Houston and Reynolds, appointed under the old law, continued in office under the terms of the new.

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[5] Statement of the National Labor Relations Board, presented by the Chairman before the House of Representatives Committee on Education and Labor, on March 11, 1947, incorporated in the record of the proceedings before the committee. Hearings before the Committee on Education and Labor, House of Representatives, 80th Cong., 1st sess., on bills to amend and repeal the National Labor Relations Act and for other purposes (hereinafter referred to as hearings), vol. 5, pp. 3158–3196, inclusive.

[6] Statement of the Chairman, National Labor Relations Board, Washington, D. C., hearings, vol. 5, March 11, 12, pp. 3086–3151, inclusive. Statement of Hugh Sperry, regional director, National Labor Relations Board, Seventeenth Region, Kansas City, Mo. Hearings, vol. 5, pp. 3281–3478, inclusive.

II

THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: REPRESENTATION PROCEEDINGS

THE fiscal year ending June 30, 1947, marking the last full year of the Board's operations prior to the effective date of the Labor Management Relations Act, 1947,[1] saw no significant departures from established policies earlier enunciated by the Board for the disposition of representation proceedings.[2] The following discussion attempts no evaluation of the impact of the amendments upon the administration of section 9 of the National Labor Relations Act;[3] it covers decisions issued within the fiscal year, under the old law, which illustrate the Board's application and development of principles previously established.

THE QUESTION CONCERNING REPRESENTATION

Representation proceedings serve to lay the foundation for stable collective bargaining relationships between the employer and the bona fide representative of employees in an appropriate bargaining unit.[4] During the past fiscal year, the Board continued to determine initially whether or not a statutory question concerning representation had arisen. Such a question generally was found to exist where a demand had been made by the union for recognition as the exclusive bargaining representative in a given unit and the employer refused to accede to the union's demand.[5] In the usual case, the Board thereupon defined the appropriate unit and provided for an election wherein the employees might choose their bargaining agent by secret ballot. But,

[1] This report covers cases decided between July 1, 1946, and August 21, 1947, the last effective day of the original National Labor Relations Act before its amendment by the Labor Management Relations Act of 1947 (Public Law 101, 80th Cong., enacted June 23, 1947, effective August 22, 1947). It therefore covers more than the fiscal year 1947. Cases decided under the old law run through vol. 74, N. L. R. B. Nothing in this report is to be taken to indicate the Board's interpretation of the impact of the amended act.

[2] See Eleventh Annual Report, p. 9 ff; Tenth Annual Report, p. 15 ff; Ninth Annual Report, p. 23 ff; Eighth Annual Report, p. 43 ff; and Seventh Annual Report, p. 53 ff.

[3] Sec. 9 of the N. L. R. A. provided that bargaining representatives selected by a majority of the employees in an appropriate bargaining unit shall be the exclusive representative of all; it required the Board to determine the appropriate composition of the bargaining unit, and it authorized the Board to investigate questions concerning representation and to certify the name or names of the representatives.

[4] Representation proceedings were initiated by the filing of a petition, usually by a union. Sec. 203.47 (b) of the Board's Rules and Regulations, Series 4, in effect until August 22, 1947, additionally provided for petitions by employers to whom two or more labor organizations had presented conflicting claims to represent employees. In this connection, see *Matter of Packard Motor Car Company, Toledo Division*, 73 N. L. R. B. 976, and *Matter of C. H. Sprague & Son Co., Seaconnet Division*, 72 N. L. R. B. 1401, in which the Board dismissed the petitions where these conditions were not met.

[5] A failure to demand recognition was, however, not fatal to the petitioning union, since the maintenance of the proceeding in the face of a refusal to recognize *per se* raises a question concerning representation. *Matter of East Texas Electric Steel Company, Inc.*, 72 N. L. R. B. 1144; *Matter of California Metal Trades Association, et al.*, 72 N. L. R. B. 624.

where an immediate resolution of the question concerning representation would not serve any useful purpose or promote the basic statutory objective of collective bargaining, the Board would not direct an election even though a petition had been duly filed.

Thus, for example, the Board refused to proceed to a determination of representatives unless it was administratively satisfied that the union seeking recognition represented a substantial number of employees. This requirement was imposed to avoid the useless expenditure of time and effort in those instances where there was little likelihood that the union would be selected by the employees.[6] Nor would it direct an election where the union seeking certification lacked the attributes of a bona fide labor organization.[7] However, the fact that a union was informally organized did not prevent its recognition as a bona fide labor organization where either the stated purposes of its organization or its practice had been to bargain collectively with employers regarding the wages and working conditions of their employees.[8] Similarly, while the Board indicated that a labor organization which discriminated in its representation of employees would not be permitted to secure or retain its certification by the Board as the statutory representative,[9] the Board assumed an intention on the part of the petitioning union to represent all employees concerned without discrimination where the record does not disclose that the petitioner would not accord them adequate representation.[10] The Board was reluctant to entertain proceedings involving a jurisdictional dispute concerning representation between two or more unions affiliated with the same parent organization, where the controversy could be resolved by submission to the authority of the parent body. In such cases the Board's practice was to inquire of the parent body concerning the efforts made by the unions involved and by the parent to settle the dispute. When there was little or no prospect that the controversy could be resolved without resort to the administrative processes of the act, the Board proceeded.[11] However, petitions were processed as a matter of course, if a union not affiliated with the parent body was also a party to the proceeding.[12]

The Board was also confronted during this fiscal year with the question of whether it should proceed to a determination of representatives during the period of reconversion by an employer from war to peace-

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[6] What constituted *prima facie* proof of a substantial showing of representation among the employees in the appropriate unit was determined in accordance with established principles described in prior annual reports. See especially, Tenth Annual Report, p. 16, and Eleventh Annual Report, p. 10. During this fiscal year, the Board continued the practice, initiated during the preceding year, of omitting from the formal record in a representation proceeding, the Board agent's report on the *prima facie* showing of membership submitted by the petitioning union.

Since the showing was for administrative purposes only and was not subject to collateral attack, it was not affected by the fact that the employees concerned might have subsequently given powers of attorney for purposes of collective bargaining to a rival labor organization. *Matter of Potosi Tie and Lumber Company*, 73 N. L. R. B. 590.

More recently the Board held that under some circumstances a current showing of interest was not required. Thus, in one instance, the petitioner's long-enduring relations with employers were held a sufficient *prima facie* showing of interest to warrant the holding of an election. *Matter of Acme Brewing Company, et al.*, 72 N. L. R. B. 1005. In another instance, the Board held, in a case involving a seasonal industry, that a showing of interest acquired during the season of the preceding year afforded a sufficient basis for the direction of an election a year later. *Matter of The Imperial Tobacco Company (of Great Britain and Ireland), Ltd.*, 74 N. L. R. B. 1038.

[7] See Eleventh Annual Report, p. 11.

[8] See *Matter of Ripley Manufacturing Company*, 72 N. L. R. B. 559.

[9] See Eleventh Annual Report, p. 11.

[10] See *Matter of Hughes Tool Company*, 69 N. L. R. B. 294.

[11] *Matter of U. S. Industrial Chemicals, Inc.*, 71 N. L. R. B. 940. See Eleventh Annual Report, p. 12; Ninth Annual Report, p. 24; and Eighth Annual Report, p. 44.

[12] *Matter of National Foundry of New York, Inc.*, 78 N. L. R. B. 16.

time functions, or during a period of transition in industrial operations. As heretofore, it continued to invoke the rule that an election would not be delayed merely because of a reduction or an expansion in force, then contemplated or already in progress, unless it appeared that the change-over would involve material changes in the character of the bargaining unit or that new or materially different operations or processes requiring personnel with different job classifications and skills were to be adopted.[13] However, in directing elections in cases in which the number of employees in a bargaining unit appeared likely to double within a year, the Board provided that it would entertain a new petition in less than 1 year but not before the expiration of 6 months from the date of any certification which might issue in the proceeding, upon proof that the number of employees in the appropriate unit had more than doubled and that the newly petitioning labor organization then represented a substantial number of employees in the expanded unit.[14]

The impact of contracts and prior determinations upon a representation proceeding

The Board was often called upon to determine whether an election could appropriately be held where there was an outstanding contract between the employer involved and a union other than the petitioner covering the employees in issue; or where there was an outstanding recent Board certification of another union as the bargaining representative of the employees concerned. In deciding whether a dismissal of the petition or the direction of an election would best effectuate the policies of the act, the Board weighed the interest of the employees and the public in preserving the industrial stability implicit in the established bargaining relationship or the certified representative status of the union against the statutory right of employees freely to select and change their bargaining representatives.

The Board held that, in general, a valid written collective bargaining agreement, signed by the parties, extending for a definite and reasonable period, and prescribing substantive terms and conditions of employment, constituted a bar to a current determination of representatives among the employees covered by such contract until shortly before its terminal date. And, as noted in previous annual reports, this rule applied equally to newly executed agreements and to those renewed pursuant to the operation of automatic renewal clauses.[15]

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[13] See Eleventh Annual Report, pp. 12 and 13, and Tenth Annual Report, p. 17. In *Matter of West Texas Cottonoil Company*, 73 N. L. R. B. 645, the Board set aside a prehearing election held at a time when an employer had ceased its main operations pending a change in equipment and manufacturing methods. However, see *Matter of Blue Star Airlines, Inc.*, 73 N. L. R. B. 663, in which the Board directed an election although there had been a recent cut-back of major proportions and the employer's plan to continue operations was indeterminate. And, for cases in which the Board found reconversion no deterrent to a current election, see *Matter of Sinclair Refining Company*, 73 N. L. R. B. 724, and *Matter of Decco Company*, 71 N. L. R. B. 692. In this connection, the Board distinguished between changes in the nature and character of the unit itself and changes in the constituency of the unit. In the latter type cases, the Board found no obstacle to a current determination of representatives. *Matter of Philip Lewis & Sons*, 71 N. L. R. B. 976, and *Matter of Natchez Hardwood Company*, 71 N. L. R. B. 24.

The effect of reconversion factors upon the Board's contract bar and year certification rules are discussed *infra*.

[14] This policy was applied by the Board throughout the recent war period in cases of rapidly expanding employment resulting from the conversion from a peacetime to a wartime operation. See *Matter of Aluminum Company of America*, 52 N. L. R. B. 1040.

[15] See Eleventh Annual Report, p. 13 ff.; Tenth Annual Report, p. 18 ff.; Ninth Annual Report, p. 25 ff.; and Eighth Annual Report, p. 45 ff.

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Conversely, an oral,[16] or unsigned written,[17] agreement, or one resulting from unfair labor practices,[18] or failing to establish substantive terms and conditions of employment,[19] or extending only to members of the contracting union,[20] or excluding the employees in the unit sought,[21] would not operate as a bar to a representation proceeding. Nor would a contract preclude an immediate election where the contracting union was defunct,[22] or an unresolved doubt existed as to its identity.[23]

With respect to the duration of the agreement, the Board, until recently, had recognized a contract term of 1 year as reasonable, and had ruled that a contract for an initial period in excess of 1 year would be deemed reasonable only if consistent with custom in the industry involved.[24] However, in *Matter of Reed Roller Bit Company*, 72 N. L. R. B. 927, where the customary term of contracts in the industry was 1 year, the Board decided that contracts of 2 years' duration should nevertheless be accorded the same effect, for contract bar purposes, as 1-year agreements, and explained the reasons for such change as follows:

> In the light of our experience in administering the Act, we believe that a contract for a term of two years cannot be said to be of unreasonable duration . . . For large masses of employees collective bargaining has but recently emerged from a stage of trial and error, during which its techniques and full potentialities were being slowly developed under the encouragement and protection of the Act. To have insisted in the past upon prolonged adherence to a bargaining agent, once chosen, would have been wholly incompatible with this experimental and transitional period. It was especially necessary, therefore, to lay emphasis upon the right of workers to select and change their representatives. Now, however, the emphasis can better be placed elsewhere. We think that the time has come when stability of industrial relations can be better served, without unreasonably restricting employees in their right to change representatives, by refusing to interfere with bargaining relations secured by collective agreements of two years' duration.

As a logical corollary, the Board held thereafter, in *Matter of Puritan Ice Company*, 74 N. L. R. B. 1311, that a contract for a term of 4 years, which was of unreasonable duration within the meaning of Board precedents in representation proceedings, was nevertheless a bar during its first 2 years; it similarly found, in *Matter of Fitrol Corporation*, 74 N. L. R. B. 1307, that a contract of indefinite duration constituted a bar to an election during its first 2 years.[25]

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[16] *Matter of Hollywood Brands, Inc.*, 70 N. L. R. B. 706.

[17] *Matter of Newman-Crosby Steel Corporation*, 73 N. L. R. B. 513; and *Matter of French Manufacturing Company*, 72 N. L. R. B. 1467.

[18] *Matter of Kropp Forge Company*, 73 N. L. R. B. 1148.

[19] *Matter of Peoria Wholesale Liquor Distributors Association*, 74 N. L. R. B. 208 (recognition agreement providing for closed shop and check off, but containing no terms as to wages, hours, or other conditions of employment); *Matter of Bell Cabinet Company*, 73 N. L. R. B. 332, and *Matter of Mac's Equipment Co.*, 72 N. L. R. B. 583 (recognition agreements.)

[20] *Matter of J. F. Johnson Lumber Company*, 73 N. L. R. B. 320, and *Matter of The Wheland Company*, 72 N. L. R. B. 351.

[21] *Matter of Lion Oil Company, Chemical Division*, 73 N. L. R. B. 982; *Matter of Scanlon-Morris Division of The Ohio Chemical & Mfg. Co.*, 71 N. L. R. B. 903; and *Matter of Wells-Gardner & Co.*, 71 N. L. R. B. 176.

[22] *Matter of Perfection Spring and Equipment Company*, 72 N. L. R. B. 590; *Matter of Koppers Company, Inc.*, 72 N. L. R. B. 31; *Matter of Landis Machine Company, Inc.*, 71 N. L. R. B. 282; and *Matter of Air Utilities, Inc.*, 70 N. L. R. B. 887. Cf. *Matter of Connecticut Cabinet Corp.*, 72 N. L. R. B. 1016, and *Matter of Memphis Butchers Association, Inc.*, 72 N. L. R. B. 934.

[23] *Matter of Foley Lumber & Export Corporation*, 70 N. L. R. B. 73.

[24] See Tenth Annual Report, p. 20; and Eleventh Annual Report, p. 14.

[25] Unlike contracts of unreasonable or indefinite duration, contracts terminable at the will of either party have not been accorded any period of immunity against rival petitions. *Matter of Potosi Tie & Lumber Company*, 73 N. L. R. B. 590; *Matter of General Motors Corporation*, 72 N. L. R. B. 1199; and *Matter of The Beach Company*, 72 N. L. R. B. 510. And the immunity granted to valid 2-year contracts is inapplicable to a 1-year contract

The Board also recognized the need for flexibility within the contract bargaining relationship to accommodate economic changes. Thus, in *Matter of S & W Fine Foods, Inc.*, 74 N. L. R B. 1316, where a 2-year agreement had been reopened by one of the contracting parties at the end of the first year, in accordance with a clause permitting such reopening as to virtually all provisions except the contract termination date, the Board held that the original contract continued to serve as a bar, pointing out that "a decision which would in effect freeze contract provisions for a period of 2 years without permitting substantial reopening of the contract at the end of the first year overlooks the state of flux in our present economic life in which, among other things, the cost of living and production output and standards are ever changing."[26]

During the past fiscal year the Board considered the effect of contracts reasonable in term which were executed with a noncertified union at a time when the employer employed less than 50 percent of its full complement. In *Matter of Champion Motors Company*, 72 N. L. R. B. 436, in which more than 6 months of the 1-year contract term had elapsed and the size of the unit had more than doubled, the Board removed the contract as a bar. In the Board's view, the contract had been executed at a time when it would have directed an election in an expanding unit according to the formula set forth in *Matter of Aluminum Company of America*, 52 N. L. R. B. 1040,[27] and the conditions were met upon which the Board would, under that formula, have considered timely the petition of a rival union. Accordingly, it concluded that the contract was entitled to no greater validity than a certification, had it issued.[28] Similarly, in *Matter of United Parcel Service of New York, Inc.*, 74 N. L. R. B. 888, the Board removed as a bar an otherwise valid 2-year contract which was signed at a time when the employer contemplated an increase in the number of employees in the unit and expansion was imminent, and where the number of employees had more than tripled by the time of the hearing.

A familiar limitation to the general rule that a valid collective bargaining agreement would constitute a bar to a representation proceeding was the principle that a petition would be entertained if adequate notice of a representation claim were given by the petitioning union to the employer before the execution, or effective, date of a newly executed agreement, or before the operative date, commonly referred to as the "Mill B" date, of an automatic renewal clause in an existing agreement containing a renewal clause. The filing of a formal petition with the Board was always considered sufficient notice in and of itself

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with an automatic renewal clause for 1-year periods thereafter, where the rival petition is timely filed during the initial term. *Matter of General Electric Company*, 74 N. L. R. B. 415.

[26] To the same effect, see *Matter of Puritan Ice Company*, 74 N. L. R. B. 1311. However, if, during the contract term, the parties reopen an agreement containing no provision for modification (see Eleventh Annual Report, pp. 14 and 15), or if the negotiations exceed the scope of the modification clause (*Matter of Heinsheimer Bros., Inc.*, 69 N. L. R. B. 253), the original contract will not operate as a bar. See also *Matter of E. I. du Pont de Nemours & Company, Inc., Neoprene Plant*, 73 N. L. R. B. 439, in which the Board held that the opening of a contract pursuant to a modification clause cannot occur at a time when notice to terminate is normally given and that notice of such reopening, which was followed by negotiations, effectively terminated the agreement and prevented it from being a bar to a rival petition.

[27] See p. 9, *supra*.

[28] Cf. *Matter of Liggett & Meyers Tobacco Co.*, 73 N. L. R. B. 207, in which a contract was held to be a bar to an immediate election, the unit having less than doubled in size and no change having occurred in the scope or character of the operations.

to forestall the operation of the contract as a bar.[29] Although an informal request for recognition submitted to an employer by a union was formerly also adequate notice *per se*, the Board, in *Matter of General Electric X-Ray Corporatiton*, 67 N. L. R. B. 997, discussed in the last annual report, determined that, absent extenuating circumstances, a "naked" recognition claim must be followed within 10 calendar days[30] by the filing of a petition in order to be effective against a contract executed in the interval between the dates of the claim and of the filing of the petition. In the course of the year, the Board considered the applicability of the latter doctrine to many factual situations.

Thus, the Board made clear that the failure to file the petition within 10 days after the assertion of a claim did not destroy the effect of the petition itself as notice to the employer of the petitioner's claim to representation from the date of its filing;[31] that the doctrine was inapplicable where the petitioner's claim was not naked but substantial on its face;[32] that the 10-day filing period might appropriately be measured from the last date, immediately preceding the automatic renewal notice date of a contract, upon which a representation claim was made, even though such claim were one of a series of representation claims;[33] and that, although a petition was timely filed so as to prevent an intervening agreement from barring an election, an amendment of the petition in substantial respects thereafter would operate to make the claim or petition unseasonable as to such an agreement and cause a dismissal of the petition.[34]

Another limitation placed on the general contract bar rule related to so-called premature extensions of existing agreements. Thus, where an extension was made before the expiration of an existing contract containing no automatic renewal clause, the Board held that such extension was no bar to a petition filed subsequent to the execution of the extension agreement, but before the expiration of the original contract.[35]

Similarly, a petition was entertained when filed before the Mill B date of a contract containing an automatic renewal clause, although after the execution of an agreement prematurely extending that contract.[36] Heretofore, the Board had held that a petition filed *after* the Mill B date, but before the expiration of the original contract, would also be effective against an extension agreement executed prior to the petition. However, in *Matter of Northwestern Publishing Company*

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[29] See *Matter of Ste. Genevieve Lime & Quarry Company*, 70 N. L. R. B. 1259, where the Board proceeded to an election even though the employer did not receive notice of the petition until after the execution of a contract with a rival union. See also *Matter of Mississippi Lime Company of Missouri*, 71 N. L. R. B. 472, in which the Board indicated that, to be effective for contract bar purposes, the petition must be filed on or before the day preceding the making of the collective bargaining agreement.

[30] *Matter of Kirby Lumber Corporation*, 71 N. L. R. B. 688.

[31] *Matter of Consolidated Steel Corporation of Texas*, 74 N. L. R. B. 204.

[32] *Matter of Acme Brewing Company*, 72 N. L. R. B. 1005 (petitioner was a vital and recognized incumbent having the status of statutory representative at the time it made its claim to representation).

[33] *Matter of Consolidated Vultee Aircraft Corporation, Nashville Division*, 74 N. L. R. B. 967.

[34] *Matter of Hyster Company*, 72 N. L. R. B. 937. However, an amendment which affected only a small part of the unit would not warrant a dismissal of the proceeding. *Matter of General Electric X-Ray Corporation*, 72 N. L. R. B. 1245.

[35] *Matter of Don Juan, Inc.*, 71 N. L. R. B. 734.

[36] *Matter of Murray Leather Company*, 73 N. L. R. B. 892. This principle was held applicable irrespective of the bona fides of the parties in entering into the premature extension agreement. *Matter of Worth Hardware Co., Inc.*, 71 N. L. R. B. 684. See also *Matter of Greenville Finishing Company*, 71 N. L. R. B. 436, overruling, on this point, *Matter of Erie Concrete & Steel Supply Co.*, 55 N. L. R. B. 1124.

(*WDAN*), *a Corporation*, 71 N. L. R. B. 167, the Board ruled that an extension of a contract executed during the Mill B period and made effective immediately bars an election upon a petition filed thereafter, although before the expiration date of the original contract.[37] The Board found significant the circumstance that the new contract was executed during the Mill B period, saying:

> On these facts, were we to find the new contract between the Employer and the Intervenor not to be a bar, we would discourage timely negotiation for continuing stable relations. The new contract in this case, made effective between the Mill B and expiration dates of the old agreement, was consummated within the usual period for contracting parties to negotiate and conclude new agreements governing their relations for a coming term. Where, as here, this period is reasonable in time, we fail to perceive how the new contract can be regarded as a "premature" extension of the old.

Thereafter, in *Matter of Mississippi Lime Company of Missouri*, 71 N. L. R. B. 472, in which the extension agreement was executed during the Mill B period of a contract, but was made effective as of the expiration date of the original contract, and the petition was filed between the execution and effective dates of the extension agreement, a majority of the Board (Board Member Houston dissenting) held that the execution date rather than the effective date of the extension agreement was controlling and dismissed the petition.[38] And, in keeping with the added significance given to the Mill B date, the Board also held in *Matter of Greenville Finishing Company, Inc.*, 71 N. L. R. B. 436, that extensions which were executed and made immediately effective before the Mill B date of existing contracts, although still vulnerable to petitions filed before the latter date, nevertheless barred petitions which were filed after the Mill B date had passed.[39]

During the past fiscal year, the Board also had occasion to amplify its familiar doctrine that, absent unusual circumstances, a newly certified union was entitled to a full year following its certification, in which to bargain collectively in behalf of the employees it represents. Previous decisions had established, in this connection, that the immunity thus afforded against otherwise timely rival claims embraced not only new agreements executed during the certification year,[40] but also the premature extension or automatic renewal, during that period, of agreements entered into by the certified union before its certification.[41] As a logical sequence, the Board ruled recently, in *Matter of The Quaker Maid Company, Incorporated*, 71 N. L. R. B. 915, that pro-

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[37] The premature extension doctrine was first enunciated in *Matter of Wichita Union Stockyards Company*, 40 N. L. R B. 869. Although the claim in that case was made *before* the Mill B date, the doctrine was applied thereafter in *Matter of Memphis Furniture Mfg. Co.*, 51 N. L. R. B. 1447, in which the petitioner's claim was regarded as not made before the Mill B date. The Board therefore found it necessary to overrule only the latter decision to the extent that it was inconsistent with the *Northwestern Publishing* case.

[38] In that case, Board Member Houston, in his dissenting opinion, disagreed with the majority view that the usual rule of determining contract bar questions by the effective rather than the execution date (*Matter of Commercial Printing Company, Inc.*, 73 N. L. R. B. 159) was inapplicable in these circumstances. He declared that the period between the execution and effective dates was unsettled due to the abandonment of the old contract and the noneffectiveness of the new one; that the ruling was hardly conducive to industrial stability; and that he was concerned over the possibility of fraud in the purposeful antedating of contracts to preclude the choice of a new bargaining representative.

[39] The Board left undisturbed the established principle that, where the employer and the contracting party voluntarily entered into negotiations for an entirely new contract subsequent to the automatic renewal date and thereby evinced an intent to terminate the existing agreement, a rival claimant was relieved of the duty it otherwise might have had to present its representation claim before the automatic renewal date. *Matter of Falcon Manufacturing Company*, 73 N. L R. B. 467; *Matter of Honolulu Rapid Transit Company, Limited*, 71 N. L. R. B. 172.

[40] *Matter of Con P. Curran Printing Company*, 67 N. L. R. B. 1419.

[41] *Matter of Kimberly-Clark Corporation*, 61 N. L. R. B. 90 (automatic renewal); and *Mater of Omaha Packing Company*, 67 N. L. R. B. 304 (premature extension).

tection should likewise be accorded a premature extension agreement where both the original contract and the agreement prematurely extending its termination date were executed during the certification year, explaining:

> The rule rests on the principle that, during the 1-year period following certification, the employer has the duty of bargaining in good faith with the certified union and that it would be entirely inconsistent for the Board to require an employer to negotiate with the certified union concerning an agreement while withholding power from the parties to make an agreement for a reasonable period effective against the claim of a rival union.[42]

The resolution of a question concerning representation

The Board customarily ascertains which union, if any, the employees desire to designate as their bargaining representative, by conducting an election by secret ballot. In ordering an election the Board provides as a rule that it should be held as early as possible but not later than 30 days after the Direction of Election.[43] Ordinarily, the Board refused to proceed to a determination of representatives if there were pending unfair labor-practice charges or previously found but unremedied unfair labor practices, unless the union which had filed the charges agreed to waive them as grounds for objecting to an election.[44] And in the absence of some special circumstance the Board generally directed that all those employed during the pay-roll period immediately preceding the date of the Direction of Election should be eligible to vote.

The Board scrutinized very carefully grounds urged at the hearing for delaying elections. Thus, the contemplated removal of a plant to a new location was held to be an insufficient reason for failing to conduct an immediate election.[45] However, where the employer's operations were to be terminated in approximately 3 months by the return of the plant to the lessor, and there were no reasonable grounds for believing that the lessor would employ a substantial number of the present employees, the Board dismissed the petition on the ground that no useful purpose would be served by holding an election.[46] Also, neither alleged "raiding" tactics by the petitioning union,[47] nor high labor turn-over in the employer's plant,[48] warranted the withholding of an immediate election. Furthermore, the possibility that the employer would materially expand or contract its working force in the near future was no bar to an immediate election, but the Board would entertain a new petition after a lapse of 6 months from a re-

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[42] See also *Matter of DeVry Corporation*, 73 N. L. R. B. 1145.

[43] During the past fiscal year, as in the prior year, regional directors conducted numerous elections, known as prehearing elections. This was done pursuant to National Labor Relations Board Rules and Regulations, Series 4, secs. 203.49 and 203.55 which provide that, in cases not involving substantial issues, the regional director may conduct an election by secret ballot at any stage of the proceeding, either before or after the hearing, but before transfer of the case to the Board. Such prehearing elections are no longer possible under the 1947 amendments.

Regional directors also conducted consent elections and consent cross checks in accordance with sec. 203.48 of the above Rules and Regulations, which provide that, with the approval of the regional director, the parties to a representation proceeding may enter into a consent election or consent cross-check agreement, pursuant to which an election or cross check is held under the regional director's direction and supervision. The consent agreement may provide either for a Board certification of the winning union, or for a designation by the regional director based on the results of the election or cross check.

[44] *Matter of A. Gross Candle Company, Inc.*, 72 N. L. R. B. 879; cf. *Matter of Johnson Furniture Company*, 73 N. L. R. B. 1112

[45] *Matter of Food Machinery Corporation*, 72 N. L. R. B. 483, and *Matter of Swan Engineering & Machine Company*, 70 N. L. R. B. 1293.

[46] *Matter of International Harvester Company, Chattanooga Works*, 73 N. L. R. B. 436.

[47] *Matter of The Columbia Mills, Incorporated*, 71 N. L. R. B. 1205.

[48] *Matter of Philip Lewis & Sons*, 71 N. L. R. B. 976.

sulting certification, if certain conditions were met.[49] And, in those situations where a strike was pending, a majority of the Board (Board Member Reynolds dissenting) directed an immediate election on the theory that a prompt election would rapidly terminate the strike in many instances. Board Member Reynolds, however, adhered to the view that the Board's election machinery should be withheld until such time as the strike was terminated and normal work schedules resumed.[50]

The Board made no noteworthy changes, since the last annual report, in the general principles concerning eligibility to vote.[51] Only where unusual circumstances warranted such action, did the Board deviate from its practice of determining eligibility to vote on the basis of the pay roll immediately preceding the Direction of the Election.[52] Generally, an eligibility list was prepared in advance of the election. In instances where the employer refused to cooperate in an election and no pay roll or eligibility list was available, the Board accepted the affidavits of the employees as to their eligibility to vote.[53] Among those normally eligible to vote were employees who were not actually at work during the eligibility period because they were ill, on vacation, or temporarily laid off.[54] Employees absent in the armed forces were likewise held eligible to vote if they presented themselves at the polls; in addition, the Board permitted them to cast their ballots by

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[49] See discussion under question concerning representation, *supra*.

[50] For the views of each Board member on this issue, see *Matter of Seneca Falls Machine Company*, 71 N. L. R. B. 1106, and *Matter of National Silver Manufacturing Company*, 71 N. L. R. B. 594. See also *Matter of National Foundry of New York, Inc.*, 73 N. L. R. B. 16; *Matter of Horton's Laundry*, 72 N. L. R. B. 1129; and *Matter of Whiting & Davis Company*, 71 N. L. R. B. 1200.

[51] Eleventh Annual Report, p. 20 ff.; see also Tenth Annual Report, p. 22; Ninth Annual Report, p. 28; and Eighth Annual Report, p. 49 ff.

The Board's Rules and Regulations provided that questions as to the eligibility of voters in Board elections might be raised by challenges at the election itself. If a challenge were made by a Board agent or an interested party, the challenged voter's ballot was segregated from all other ballots. If, after the election was concluded, it developed that the challenged ballot must be counted or rejected as invalid, in order to determine whether or not a majority of the valid votes had been cast for any of the contestants in the election, the Board investigated the facts and ruled on the issues (National Labor Relations Board Rules and Regulations, Series 4, sec. 203.55).

[52] The fact that the number of employees had markedly decreased because of a temporary recession, prompted the Board to direct that eligibility to vote should be determined by a pay roll for a period ending approximately 4 months prior to the issuance of the Direction of Election, and also to permit employees who worked 15 days between the determinative pay-roll date and the issuance of the direction to vote. *Matter of Phillips Packing Company*, 73 N. L. R. B. 447. Where a prehearing election had been held on the basis of a pay roll which was temporarily far below normal, the prehearing election was set aside. *Matter of Carl and Joe Theiler, Inc.*, 73 N. L. R. B. 1175. In addition, in *Matter of Waterfront Employers Association of the Pacific Coast, et al.*, 72 N. L. R. B. 366, where the longshore industry had returned to a peacetime basis in the period preceding the agreed upon terminal date of the eligibility period, a 3-month eligibility period was held to be most indicative of over-all peacetime requirements.

And in several cases in which a strike was in progress at the time of the hearing, the Board directed that, if the strike was still current and the plant shut down at the time of the issuance of its decision, the determinative pay roll should be the one immediately preceding the strike; and directed further that, if the employer's plant had reopened before the issuance of the decision, the determinative pay roll should be the one immediately preceding the decision, with provision for both strikers and bona fide replacements to vote. *Matter of Wicaco Machine Corporation*, 69 N. L. R. B. 741; *Matter of Seneca Falls Machine Company*, 71 N. L. R. B. 1106; and *Matter of The Chase-Shawmut Company*, 71 N. L. R. B. 610. (Note, however, in connection with these cases, the dissent of Board Member Reynods in the *Seneca Falls* case, the only one of these three cases in which he participated, wherein he asserts his opposition to the conduct of an election during a strike.)

[53] *Matter of Griffin-Goodner Grocery Company*, 73 N. L. R. B. 1332; *Matter of Ely & Walker Dry Goods Company*, 73 N. L. R. B. 874.

[54] Thus, an employee assigned to work for another company for a limited time before the election, but who was retained on the employer's pay roll, was eligible to vote. *Matter of Quick Industries, Incorporated*, 71 N. L. R. B. 949. An employee on leave of absence to attend school for a few months, who was carried on the employer's pay roll, was eligible to vote. *Matter of Imperial Brass Manufacturing Company*, 72 N. L. R. B. 513. Officers of a union on indefinite leave of absence were permitted to vote under challenge, subject to a later determination, if necessary, of their right to participate in the election. *Matter of Public Service Corporation of New Jersey, et al.*, 72 N. L. R. B. 224.

mail where the issue was raised at the hearing and where conditions outlined by the Board in the *Matter of South West Pennsylvania Pipe Lines*, 64 N. L. R. B. 1384, had been substantially met.[55] Furthermore, regular part-time employees were usually regarded as having sufficient interest to entitle them to vote, particularly where they worked regular schedules of hours. And inasmuch as they were normally hired with the expectation of permanent employment, probationary employees, trainees, and apprentices were also deemed eligible to participate in elections.[56] On the other hand, temporary or casual employees having no expectancy of regular, permanent employment were ineligible to vote.[57] Employees who voluntarily terminated their employment or were discharged subsequent to the eligibility period and who were not rehired or reinstated before the date of the election, were similarly considered ineligible to vote.[58] However, if a charge had been filed alleging that the discharges were in violation of the act, the discharged employees were permitted to cast ballots which were impounded and not counted unless they could affect the election; in the latter event, the determination of the question of eligibility was deferred until disposition was made of the unfair labor practice charge.[59]

In furtherance of the Board's efforts to insure that elections were conducted under conditions which would facilitate a free and independent selection of bargaining representatives by the employees concerned, the Rules provided for the filing by any interested party of objections to the conduct of the election or conduct affecting the results of the election. If an issue were raised as to the validity of an election by the timely filing of such objections, and if a Board investigation disclosed that the employees were, in fact, deprived of full freedom in exercising their franchise, the election was set aside.[60]

The circumstances which invalidated an election consisted of substantial irregularities or procedural defects in the conduct of the election.[61] Also proscribed were acts of interference which tend to pre-

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[55] *Matter of Dothan Silk Hosiery Company, Inc.*, 70 N. L. R. B., 1350; see also *Matter of Swift & Company*, 71 N. L. R. B. 727, in which mail balloting for servicemen was denied because the employer had no knowledge of the present whereabouts of more than 50 percent of such employees.

[56] *Matter of Saginaw Cabinet Company*, 72 N. L. R. B. 951, and *Matter of Paragon Rubber Corporation*, 72 N. L. R. B. 170.

[57] *Matter of Detroit Sheet Metal Works, Newcomb Detroit Company, et al.*, 73 N. L. R. B. 475; *Matter of Great Trails Broadcasting Company*, 73 N. L. R. B. 396; and *Matter of Harriston Hardwood Company*, 70 N. L. R. B. 1296.

[58] This conformed to the Board practice of considering eligible to vote only those employees who were in the unit both during the eligibility period and on the date of the election. Thus, an employee in a unit on the eligibility date was ineligible if transferred out of the unit before the election, and an employee transferring into the unit after the eligibility date was likewise ineligible. *Matter of J. B. Cook Machine Company, Inc.*, 73 N. L. R. B. 249. Employees dropped from the pay roll after the eligibility date but before the election were held ineligible to vote. *Matter of Brewster Paperos Processors, Inc.*, 73 N. L. R. B. 833. Supervisory employees excluded from a production and maintenance unit were held eligible to vote if they lost their supervisory powers before the voting eligibility date. *Matter of Nashville Cotton Oil Mill Corporation*, 70 N. L. R. B. 1248.

As respects striking employees, the Board deemed currently striking employees eligible to vote, regardless of whether the strike was the result of unfair labor practices. If the strike was not caused by unfair labor practices, the Board, as formerly, permitted not only the strikers to vote but also those hired to replace them, provided such replacements were bona fide and were effected prior to an unconditional request for reinstatement by the strikers. *Matter of National Foundry of New York, Inc.*, 73 N. L. R. B. 16; *Matter of Horton's Laundry, Inc.*, 72 N. L. R. B. 1129.

[59] See Eleventh Annual Report, p. 21.

[60] Sec. 203.55 of the Board's Rules and Regulations, Series 4, prescribed the procedure in filing objections to the conduct or results of an election.

[61] *Matter of River Raisin Paper Company*, 70 N. L. R. B. 1348 (before the parties had an opportunity to file exceptions to the regional director's report on challenges, the challenges which he had recommended be overruled were opened and counted); *Matter of Hunt Foods, Inc.*, 70 N. L. R. B. 1312 (official notices were not posted because

clude the registering of a free choice by the employees, such as those of a labor organization exceeding the bounds of campaign propaganda,[62] or those of an employer violative of his required neutrality. In the latter connection, if an employer, immediately preceding an election, announced a unilateral wage increase, or continued to check off dues in behalf of one of the competing unions, although the contract with that union had terminated, the election was generally voided.[63] Similarly, an employer's conduct in questioning employees on how they intend to vote, disparaging the union and urging workers to vote against it, "holding out hope of reward" to union opponents, and threatening economic reprisal against union adherents, would cause an election to be vacated.[64] And recently in *Matter of Robbins Tire & Rubber Co., Inc.*, 72 N. L. R. B. 157, a majority of the Board (Board Member Houston dissenting), set aside an election upon the employer's own objections, where a supervisor, without the employer's knowledge, encouraged workers to join and vote for the sole participating labor organization; however, the employer was cautioned that it could not thereafter rely upon the misconduct of its supervisory employees as grounds for invalidating an election.[65] The Board also held, in *Matter of P. D. Gwaltney, Jr., and Company, Inc.*, 74 N. L. R. B. 371, that acts of third parties, regardless of the employer's connection therewith, would vitiate an election which the sole participating union lost, when such acts engendered fear of economic and physical reprisals if the employees failed to reject the union. The Board summed up its conclusions in that case as follows:

> This is not an unfair labor practice proceeding, but an investigation to ascertain employees' desires concerning their choice of a bargaining representative. Therefore, in appraising the facts and determining the Board's duty in the premises, more is involved than the mere determination of whether or not the Employer was itself responsible for the anti-union conduct which immediately preceded the election. As already indicated, there is no convincing evidence that would support a finding that the acts of [the third parties] were the acts of this Employer, within the meaning of the statute. But that does not dispose of the case, which relates to the validity of a Board election, any more than would the fact that a hurricane or other act of God could not be attributed to an Employer necessarily lead to the conclusion that an election conducted in the atmosphere created by such a natural phenomenon must be upheld as a true expression of the employees' desires. The issue before us here is whether, under all the circumstances, this election was held in an atmosphere conducive to the sort of free, unintimidated choice of representatives which the Act contemplates. We find that it was not.

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they were received by the company after the election, and only 11 of 21 eligible employees cast ballots); and *Matter of Louis Marx Co., Inc., of Penna.*, 70 N. L. R. B. 1242 (employees of the largest department in voting the group were not afforded the same voting opportunity as those in other departments).

[62] *Matter of Acme Brewing Company et al.*, 74 N. L. R. B. 146 (distribution by contracting union of new and more favorable contract executed by it with employer to become effective after election). See Eleventh Annual Report, p. 23.

[63] *Matter of Shelbyville Desk Company*, 72 N. L. R. B. 925; *Matter of Armour and Company*, 72 N. L. R. B. 1182; cf. *Matter of Aurora Wall Paper Mill, Inc.*, 72 N. L. R. B. 1036, where, although the employer granted a unilateral wage increase 3 weeks before an election won by the incumbent union, the Board overruled the defeated union's objections, pointing out that, inasmuch as the incumbent had neither received nor claimed credit for the increase, the employer's action could not be deemed prejudicial.

[64] *Matter of The Pure Oil Company*, 73 N. L. R. B. 1. However, statements by an employer indicating disapproval of a union, but containing no intimation of reprisal, would not warrant setting aside an election. *Matter of Hercules Motor Corporation*, 73 N. L. R. B. 650.

[65] Board Member Houston, in his dissent, asserted that, inasmuch as the employer's objections were based on its own alleged violations of the act, the employer's position was tantamount to a plea that the Board refuse certification because the employer had violated the act; and that to accept the employer's position is to overlook the well-established doctrine that the Board would not recognise unfair labor practices as creating equities. For another decision to the same effect, see *Matter of Parkchester Machine Corporation*, 72 N. L. R. B. 1410.

When a union received a majority of the valid votes cast, the Board normally certified that union as the exclusive bargaining representative of the employees in the appropriate unit.[66] However, the Board would refrain from issuing a certification unless a representative number of eligible voters have participated in the election. As pointed out in previous annual reports, where a substantial number, although less than a majority, had cast ballots and all eligibles were accorded adequate opportunity to vote, the requirement in this respect for certification had been met.[67]

In elections involving more than one union, if the results of the original election were inconclusive, the Board would conduct a run-off election at the request of any party entitled to appear on the ballot. The rules provided in this connection that such request must be submitted "within ten (10) days after the date of the election." In *Matter of Gastonia Combed Yarn Corporation, et al.*, 73 N. L. R. B. 169, the Board indicated that the 10 days were to be computed from the time when all valid ballots, including challenged ballots declared valid by the Board, had been opened and counted.

THE UNIT APPROPRIATE FOR THE PURPOSES OF COLLECTIVE BARGAINING

The establishment by the Board of an appropriate unit or units for collective-bargaining purposes was a prerequisite to the resolution of questions concerning representation.[68] While each case must be decided on its own particular facts, one basic test was applied by the Board to all unit questions, namely: did the proposed bargaining unit constitute a group of employees whose interests in wages, hours, working conditions, and the other subjects of collective bargaining were substantially the same? In making its determination within this general rule the Board considered a number of factors, the most important of which were: the history of collective bargaining and the history, extent, and type of organization among the employees at the plant involved and at other plants of the same employer, or at plants of other employers in the same or related industries; the skill, wages, and working conditions of the employees; the desires of the employees; the eligibility of employees for membership in the union or unions involved; and the relationship between the unit or units proposed and the operation, organization, and management of the employer's business.[69]

In those cases in which there was no dispute between the parties concerning the composition of the proposed unit, the Board generally accepted as appropriate the unit sought by the petitioner if it did not

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[66] *Matter of Postex Cotton Mills, Inc.*, 73 N. L. R. B. 673.

[67] See Eleventh Annual Report, p. 23, and Ninth Annual Report, p. 33. See also *Matter of A. A. Fagan, et al.*, 73 N. L. R. B. 680. (Vote held representative where two out of five eligible voters participated); *Matter of A. L. Mechling, et al.*, 69 N. L. R. B. 838. (Representativeness of vote held determinable not on basis of percentage of returns, but upon circumstances of each case); *Matter of San Fernando Heights Lemon Association*, 72 N. L. R. B. 372. (Vote in unit of packing house employees held not representative where, at time of election, only half of the packing house operations was in progress and the number of eligible workers equaled less than half of the peak season complement.)

[68] Similarly, the Board held it could not find a refusal to bargain, within the meaning of sec. 8 (5) of the act, until it had first determined an appropriate bargaining unit.

[69] Sec. 9 (b) of the act provides: "The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of the act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof."

conflict with the Board's basic policy.[70] The cases in which the parties could not agree on the general composition of the bargaining unit usually involved controversies concerning the propriety of establishing craft, multicraft, departmental, or production and maintenance units, and the related question of whether the unit established should be restricted to one plant, to all the plants of one employer, or to the plants of several different employers.

In resolving these controversies, where other factors were equal, the Board often relied upon the prior bargaining history at the plant if there were any.[71] In the absence of local bargaining history, the Board looked to the history of other plants of the same employer as well as that of other employers engaged in the same[72] or similar types of business.[73] However, the Board refused to accord controlling significance to prior bargaining history in those cases where the contract unit covered union members only,[74] where previous contracts were oral or contained no substantive terms,[75] where the bargaining unit was established by a contract with a union that the Board found to be employer-dominated in violation of section 8 (2) of the act,[76] or where the composition of the preexisting unit in itself conflicted with the Board's basic policy.[77]

In some cases where the preexisting bargaining unit had not been inherently inappropriate the Board nevertheless refused to accord controlling significance to prior bargaining history. Thus, the Board, during the past fiscal year, has granted self-determination or "Globe" elections[78] in a number of cases involving craft units when the employees concerned have formerly been a part of a larger bargaining unit. In deciding these cases the Board was not insensitive to the fact that, although dissatisfied minority groups were generally present in any large bargaining unit, adherence to established bargaining patterns lends desirable stability and certainty to employer-employee relations. On the other hand, strict adherence to prior bargaining patterns would often result in depriving true craftsmen of separate representation because they were formerly represented as a part of a larger unit. In each instance the Board weighed these opposing considerations and, where it found that the employees concerned constituted an apprenticeable and well-defined craft group in an in-

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[70] Thus, for example, the Board refused to follow an agreement of the parties to include monitorial guards with employees over whom they exercise monitorial functions. *Matter of The Carborundum Company*, 71 N. L. R. B. 926.

[71] See *Matter of E. I. du Pont de Nemours and Company*, 73 N. L. R. B. 1167, and *Matter of Johnson & Johnson*, 72 N. L. R. B. 1061. Cf. *Matter of Brunswick Drug Company*, 71 N. L. R. B. 309.

[72] See *Matter of Danita Hosiery Manufacturing Co., Inc.*, 71 N. L. R. B. 366, and *Matter of Dothan Silk Hosiery Company, Inc.*, 70 N. L. R. B. 1350. Cf. *Matter of D. O. Frost Co.*, 72 N. L. R. B. 900.

[73] Cf. *Matter of The Eclipse Lawn Mower Co.*, 73 N. L. R. B. 258.

[74] See *Matter of Liggett Drug Company, Inc.*, 73 N. L. R. B. 312; cf. *Matter of Spicer Manufacturing Division of Dana Corporation*, 71 N. L. R. B. 1249.

[75] See *Matter of P. Lorillard Company*, 73 N. L. R. B. 596, and *Matter of J. A. Bisso, Receiver for New Orleans Coal & Bisso Towboat Company*, 71 N. L. R. B. 1441. Cf. *Matter of Roane-Anderson Company*, 71 N. L. R. B. 266.

[76] See *Matter of Keystone Steel & Wire Company*, 65 N. L. R. B. 274.

[77] See *Matter of The City Ice and Fuel Company*, 73 N. L. R. B. 903 (contract unit combined supervisory and nonsupervisory personnel), and *Matter of F. S. Royster Guano Company, National Utilization Works Division*, 71 N. L. R. B. 1465.

[78] As noted in the Eleventh Annual Report, p. 25 and footnote 89, a self-determination or "Globe" election was first ordered by the Board in *Matter of Globe Machine and Stamping Company*, 3 N. L. R. B. 294. Under this procedure the Board conducted separate elections among the craft employees and among the remainder of the employees in a larger proposed bargaining unit. In the craft election the employees concerned might indicate on their ballot whether they desired to be represented by the craft union, by the union seeking the larger unit, or by no union. The Board's final unit determination, made after the election had been concluded, depended in part upon the desires of the employees as shown by the balloting.

dustry in which similar craft units had been established in the same geographical area, the Board usually granted a "Globe" election to the petitioning union if the members of the proposed craft unit had never had an opportunity to vote on the question of separate representation.[79] "Globe" elections were also ordered, as a general rule, where a petitioning union sought to include within the bargaining unit groups of employees who had not previously been a part of that unit and who had not had an opportunity to select a collective-bargaining representative.[80]

Another factor influencing the Board's determination of the appropriate unit was the extent of employee self-organization. This circumstance had been effective in the past in establishing the appropriateness of a grouping of employees which was less than the optimum one but was nevertheless feasible for bargaining purposes. The theory expressed in these cases was that it is often desirable in the determination of an appropriate unit to render collective bargaining for the employees involved a reasonably early possibility, lest prolonged delay expose the organized employees to the temptation of striking to obtain recognition and permit unorganized employees engaged in other work tasks to thwart collective bargaining by those who have evinced an interest in selecting a representative. During this fiscal year, in *Matter of Garden State Hosiery Co.*, 74 N. L. R. B. 318, a majority of the Board (Board Member Reynolds dissenting) reaffirmed the doctrine as a factor influencing the determination of the appropriate unit.[81] The majority pointed out, however, that extent of organization was never the sole or controlling factor; that additional objective factors must be present in order to prevent the petitioning union from unrestrictedly manipulating the boundaries of the appropriate unit; and that the minimum requirements were that bargaining on a more comprehensive basis must be improbable in the near future and that, as a wholly separate matter, the unit itself must be homogene-

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[79] See *Matter of International Minerals and Chemical Corporation (Potash Division)*, 71 N. L. R. B. 878 (electricians); *Matter of Trimont Manufacturing Company*, 74 N. L. R. B. 959 (die sinkers); *Matter of York Corporation*, 74 N. L. R. B. 939 (pattern makers); *Matter of Hooker Electrochemical Company*, 74 N. L. R. B. 618 (lead burners); *Matter of The American Fork & Hoe Company*, 72 N. L. R. B. 1025 (engineers and firemen).

See in this connection *Matter of E. I. du Pont de Nemours and Company*, 73 N. L. R. B. 1167; *Matter of International Harvester Company (Canton Works)*, 73 N. L. R. B. 1485, and *Matter of Standard Oil Company of New Jersey (Louisiana Division)*, 72 N. L. R. B. 1389. In all three cases the members of the proposed unit had had an opportunity to vote on separate craft representation. In the first two cited cases the employees involved had several years earlier indicated their preference to be bargained for as part of the more comprehensive unit and bargaining had been actively conducted on that basis; in the last-mentioned case the employees involved had a little more than a year before voted to constitute themselves a separate unit. In all three cases, the Board found the previously determined unit appropriate, declining to condition its unit finding upon a further self-determination election.

[80] *Matter of The Long-Bell Lumber Company, Weed Division*, 72 N. L. R. B. 890; *Matter of The Western Union Telegraph Company*, 72 N. L. R. B. 1047.

[81] Commenting on this aspect of the case, the majority of the Board said: "It may well be that the unit found herein is not the perfect unit, or the best possible unit, or the ultimate unit. But the statute does not require that it be perfect, or the best possible or the ultimate, it requires only that the unit be 'appropriate.' It must be appropriate to ensure to employees, when each case is decided and not at some unknown date in the distant future, 'the full benefit of their right to self-organization and to collective bargaining.'"

At another point in its decision, the majority said: "To refuse ever to apply an extent of organization doctrine would mean that, pending organization of an entire enterprise, working conditions must continue to be fixed by individual bargaining for all, despite the apparent contrary desires of some. All employees would thereby be deprived of an opportunity to observe whether collective bargaining will work well or badly in the enterprise of which they are a part. The problem posed to the Board, therefore, is not whether wages and working conditions shall be uniform throughout an enterprise, but whether individual or collective bargaining should be encouraged. And on that issue the statute impels the choice that we have made."

ous, identifiable, and distinct.[82] Board Member Reynolds, in his dissenting opinion, took the position that the application of this doctrine, in addition to impairing industrial stability, resulted in the rejection of the principle of majority rule in that it allowed "gerrymandering" by the petitioning union so as to establish a unit in which it could win an election.

As already noted, the Board sometimes found units appropriate which went beyond the confines of the employees of a single employer. It had established single units of employees of independent and competing employers if it appeared that the employers, either as members of an employer association or otherwise, had in practice handled their labor relations jointly and had demonstrated by customary adherence to uniform labor agreements resulting therefrom that they desired to be bound by group rather than individual action.[83] The Board, however, recognized the right of a member of such a group to withdraw from that type of bargaining. In this connection, it found appropriate a unit confined to the employees of one such employer provided that the employer in question demonstrated an intent to pursue an individual or separate course with reference to his labor relations.[84] However, this was not to say that the Board would always refuse to find a multiple employer unit appropriate in a situation where the constituent employers who had functioned jointly in the past oppose such a finding. Thus, in two cases generally designated as *Matter of Waterfront Employers Association of the Pacific Coast et al.*, 71 N. L. R. B. 80 and 71 N. L. R. B. 121, the Board held, despite contentions to the contrary by employer associations and by many of their member companies that they did not wish to bargain on a multiple employer basis, that it was empowered under the act to find multiple employer units, appropriate, and that the circumstances justified exercise of that power. In both cases, the employer associations, by their activities, were found to have brought themselves within the statutory definition of employer. Further, the state of organization of the associations and the union involved, as well as the character of their activities, showed that adequate machinery for the conduct of multiple employer bargaining existed.

The past fiscal year saw the Board continue its policy of according to foremen and other supervisory employees the right to bargain collectively in accordance with the provisions of the act. Although the principles established during the course of the prior two fiscal years remained unchanged,[85] the Board was, for the first time, unanimous in holding that it would direct an election in which supervisors sought representation by a union not affiliated with the union representing

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[82] See also *Matter of Chadbourne Hosiery Mills, Inc.*, 74 N. L. R. B. 333; *Matter of Waldensian Hosiery Mills, Incorporated*, 74 N. L. R. B. 315 and *Matter of Nebel Knitting Company*, 74 N. L. R. B. 310.

Cf. *Matter of Hudson Hosiery Company*, 74 N. L. R. B. 250, in which Chairman Herzog and Board Member Houston differed as to the applicability of the extent of organization doctrine to the facts of that case. The Chairman held that it should not be applied.

[83] *Matter of T. C. King Pipe Company et al.*, 74 N. L. R. B. 468, cf. *Matter of Foreman & Clark*, 74 N. L. R. B. 77, and *Matter of Martinolich Shipbuilding Company, et al.*, 73 N. L. R. B. 1304. Cf. also *Matter of California Metal Trades Association*, 72 N. L. R. B. 624, in which the employer association's power to bind its members to collective bargaining agreements stemmed not from mere membership in the association but from powers of attorney. Under these circumstances the unit was limited to those member firms which had delivered outstanding powers of attorney to the association before the execution of the last master contract, thereby properly indicating their desire to be part of the association-wide unit.

[84] *Matter of Canada Dry Ginger Ale, Incorporated*, 73 N. L. R. B. 460, and *Matter of General Baking Company (Bond Plant)*, 73 N. L. R. B. 44.

[85] See Eleventh Annual Report, p. 26 ff, and Tenth Annual Report, p. 30 ff.

the rank and file employees.[86] However, only a majority of the Board (Board Member Reynolds dissenting) continued to hold that it would direct an election in which the supervisors sought representation by a labor organization which was affiliated with, or identical to, the union which represents the rank and file employees.[87] Similarly, the Board continued its adherence to its established policy of excluding supervisory employees from bargaining units comprised of nonsupervisory employees.[88]

The Board also continued to exclude from bargaining units of other employees, confidential personnel and managerial employees.[89] With respect to office clerical and technical employees it generally excluded these employees from production and maintenance units, absent cogent reasons to the contrary.[90] However, in view of their mutuality of interests, plant clericals were normally included in such units.[91] In the latter connection, during the past fiscal year the Board reversed its policy of excluding timekeepers from production and maintenance units, holding, in *Matter of Northwest Engineering Company*, 73 N. L. R. B. 40, that, inasmuch as timekeepers "perform essentially the same functions as other factory clerical employees," they could be properly included in production and maintenance units.[92] With regard to inspectors, the Board continued to hold that they generally could be included in the same unit as production and maintenance workers.[93] As to nonmonitorial guards, the Board held during the fiscal year that they might properly be included in production and maintenance units.[94] And, as to guards who performed monitorial functions, the Board continued the practice of not permitting their inclusion in the same unit with production and maintenance employees, but of approving their representation in a separate unit.

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[86] *Matter of Chicago Pneumatic Tool Company*, 72 N. L. R. B. 7. In *Packard Motor Car Company* v. *N. L. R. B.* 67 S. Ct. 789, decided this year, the Supreme Court of the United States upheld the Board's position that supervisory personnel are "employees" as defined by the act, and, as such, are entitled to be bargained for collectively in an appropriate unit by a union organized exclusively to represent supervisory employees. The amended statute, however, removes the Board's power to find units of supervisors appropriate.

[87] *Matter of Jones & Laughlin Steel Corporation, Vesta-Shannopin Coal Division*, 71 N. L. R. B. 1261. See also, separate concurring opinion of Board Member Reynolds in *Matter of Chicago Pneumatic Tool Company, supra.*

[88] See Eleventh Annual Report, pp. 31 and 32.

[89] *Matter of Continental Oil Company*, 74 N. L. R. B. 116 (confidential employees); *Matter of The Firestone Tire and Rubber Company*, 73 N. L. R. B. 691 (confidential employees); *Matter of Continental Can Company, Inc. (Mono Container Division)*, 74 N. L. R. B. 351 (managerial employees); *Matter of Sheffield Farms Company, Inc.*, 73 N. L. R. B. 572 (managerial employee).

[90] *Matter of Blue Star Airlines, Inc.*, 73 N. L. R. B. 663 (office clericals); *Matter of Shell Oil Company, Incorporated*, 72 N. L. R. B. 516 (office clericals); *Matter of Continental Motors Corporation*, 73 N. L. R. B. 888 (technical employees); *Matter of West Engineering Company*, 74 N. L. R. B. 36 (technical employees). The Board established technical employees in a separate unit from office clericals where there was opposition to their merger. *Matter of The Adams & Westlake Company*, 72 N. L. R. B. 726.

[91] *Matter of W. C. Norris Manufacturer, Inc.*, 73 N. L. R. B. 838. Plant clericals, however, were excluded from a production and maintenance unit when all parties agreed to such exclusion. Cf. *Matter of Grand Central Airport Company*, 70 N. L. R. B. 1094.

[92] See also *Matter of Purolator Products, Inc.*, 73 N. L. R. B. 1075, in which the Board, over objection, granted the petitioner's request to include timekeepers in a plant clerical employees' unit.

[93] *Matter of William C. Meredith Company, Inc.*, 74 N. L. R. B. 1064; *Matter of Russell Electric Company*, 72 N. L. R. B. 278. See also, *Matter of Luminous Processes, Inc.*, 71 N. L. R. B. 405, in which a majority of the Board (Board Member Reynolds dissenting) held that the fact that inspectors had authority to reject and, in certain instances, to report on defective work and thereby affect the earnings and status of those inspected was insufficient to warrant excluding them from the unit embracing the inspected employees.

[94] *Matter of John Deere Dubuque Tractor Company*, 72 N. L. R. B. 656. The Board has, however, excluded plant-protection employees with purely custodial duties from units of production as distinguished from production and maintenance units. *Matter of D. O. Frost Co.*, 72 N. L. R. B. 900; cf. *Matter of the Packers Association of Chicago, et al.*, 73 N. L. R. B. 627.

However, only a majority of the Board (Board Member Reynolds dissenting) continued to hold that guards may choose as their bargaining agent the same union which represents the production and maintenance employees.[95]

The postwar program saw many veterans engaged in production work under the terms of the "on the job" training program of the Veterans' Administration. The status of these individuals, generally referred to as GI trainees, was considered by the Board in a number of cases. The Board, over objection, held to the view that there was a sufficient community of interest between these and other production employees to warrant their inclusion in the same unit where they were paid on a comparable basis, were obliged to conform to plant rules as to conduct and work requirements, and had a reasonable expectation of eventually becoming regular employees.[96]

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[95] See dissenting opinion of Board Member Reynolds in *Matter of Monsanto Chemical Company*, 71 N. L. R. B. 11, in which he pointed to the danger of conflicting loyalties as militating against the representation of monitorial guards by a union which has either legal or factual association with the one representing the employees whom the guards police; and in which he construed sec. 9 (c) of the act as permissive rather than mandatory. See also *Matter of Bethlehem Steel Company*, 73 N. L. R. B. 277; *Matter of A. S. Campbell Company, Inc.*, 71 N. L. R. B. 753.

[96] *Matter of General Motors Corporation, Fisher Body-Ternstedt Division*, 74 N. L. R. B. 28, and *Matter of Westbrook Manufacturing Company*, 72 N. L. R. B. 851. Cf., however, *Matter of The American Rolling Mill Company*, 73 N. L. R. B. 617, in which co-op students, also former "GI's," who were not "steady" employees and whose employ was merely incidental to their education, were excluded from the appropriate unit.

III

THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: UNFAIR LABOR PRACTICE CASES[1]

SECTION 7 of the National Labor Relations Act guarantees to employees the right to organize, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for their mutual aid and protection. Prior to amendment, section 8 made it an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7; to dominate or interfere with the formation or administration of any labor organization or to contribute financial or other support to it; to encourage or discourage membership in any labor organization by discriminating in regard to hire, tenure, terms, or conditions of employment, except that it was not unlawful for closed-shop or similar types of contracts to be executed under certain conditions; to discriminate against an employee because he has filed charges or given testimony under the act; and to refuse to bargain collectively with the representatives duly designated by a majority of the employees in an appropriate unit. Some of these provisions remained unaffected by the 1947 amendments.

Following is a brief resume of the more significant unfair labor practice cases decided by the Board from July 1, 1946, to August 22, 1947.[2]

INTERFERING WITH, RESTRAINING, OR COERCING EMPLOYEES IN THE EXERCISE OF THE RIGHTS GUARANTEED BY THE ACT

Section 8 (1)[3] of the act forbids employers to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

Because it is general in character, this was the provision of the act, as to which violations were most frequently alleged and found. The kinds of unlawful employer conduct intended or tending to influence employees' self-organizational activities ranged from the direct to the indirect or subtle. The cases decided during the past fiscal year illustrate that diversity. Some examples of such illegal employer conduct

[1] The Labor Management Relations Act, 1947, became law on June 23, 1947, but did not become fully effective until August 22, 1947, after the close of the fiscal year. Consequently, the Board's decisions during the 1946–47 fiscal year do not reflect the changes made in the National Labor Relations Act by the new law. Board Member Reynolds participated in no decisions issued before August 27, 1946.

[2] This report covers cases beyond the close of the fiscal year on June 30, in order to give a full picture of the Board's decisions down to the effective date of the new amendments (through vol. 74, N. L. R. B.). For specific decisions and details of established fundamental principles, see the individual volumes of the Board's Decisions and Orders and previous annual reports.

[3] Sec. 8 (a) (1) of the act as amended by the Labor Management Relations Act, 1947.

were: threats of economic reprisals,[4] promises of economic benefits,[5] grants of economic benefits,[6] interrogation as to union membership and activities,[7] surveillance,[8] physical assault on a union organizer by a supervisor,[9] discrimination in favor of one of two competing unions,[10] conducting elections to determine employees' choice of bargaining representatives,[11] soliciting individual strikers to return to work in disregard of their union,[12] purportedly discharging strikers as a tactical maneuver to break a strike,[13] purportedly leasing plant property to another person to frustrate the union's attempts to bargain,[14] and helping employees in the preparation and execution of affidavits by which the employees repudiated their bargaining representative.[15] Of course, in many other cases allegations of violation of section 8 (1) were dismissed by the Board after hearing.

After the Supreme Court's decision in the *Republic Aviation* and *Le Tourneau* cases,[16] it was held that a company rule against union solicitation on the employer's property during the employees' own time is invalid. In a number of cases decided during the past fiscal year, the Board had occasion to reenunciate that doctrine.[17] Not only was the promulgation of such a no-solicitation rule held invalid, but its discriminatory enforcement was also ruled unlawful.[18] Other employer practices unreasonably limiting the use of their property for union organizational purposes have also been held unlawful. For example, the refusal to permit a union meeting in the only meeting hall in a town owned by the employers,[19] and a company rule limiting access of union representatives to a lumber camp, where the employees lived and worked, to 2½ hours per week and further limiting the place

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[4] See, for example, *Matter of Keith Furnace Company*, 73 N. L. R. B. 754; *Matter of Ford Brothers*, 73 N. L. R. B. 49; *Matter of The Pure Oil Company*, 73 N. L. R. B. 1; *Matter of Bergmann's Inc.*, 71 N. L. R. B. 1020.

[5] See cases cited in footnote 4, *supra*.

[6] *Matter of Hudson Hosiery Company*, 72 N. L. R. B. 1434. But wage increases granted for economic reasons unconnected with the organizational activities then proceeding were held lawful. *Matter of Heisler Manufacturing Company*, 71 N. L. R. B. 1114; *Matter of William B. Huffman d/b/a Radio Station WFHR*, 71 N. L. R. B. 518.

[7] See, for example, *Matter of Southshore Packing Corporation*, 73 N. L. R. B. 1116; *Matter of Montgomery Hardwood Flooring Company. Inc.*, 72 N. L. R. B. 113; *Matter of American Gear & Mfg. Co.*, 69 N. L. R. B. 663. However, where the questioning occurred after the filing of an unfair labor practice charge, was for the purpose of enabling the employer to prepare its case for trial, and was limited to the issues raised by the charge, it was held lawful in *Matter of May Department Stores Company*, 70 N. L. R. B. 94. Compare this case with *Matter of Bausch & Lomb Optical Company*, 69 N. L. R. B. 1104.

[8] *Matter of Sewell Manufacturing Company*, 72 N. L. R. B. 85; *Matter of Clark Bros. Co., Inc.*, 70 N. L. R. B. 802, enf'd 163 F. 2d 363 (C. C. A. 2); cf. *Matter of Boreva Sportswear, Inc.*, 73 N. L. R. B. 1048; *Matter of May Department Stores Company*, 70 N. L. R. B. 94, enf'd 162 F. 2d 247 (C. C. A. 8).

[9] *Matter of Arton Studios, Incorporated*, 74 N. L. R. B. 1158.

[10] *Matter of Califruit Canning Company*, 73 N. L. R. B. 290; *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059; *Matter of Capolino Packing Corporation*, 71 N. L. R. B. 1003; *Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770; *Matter of Winona Knitting Mills, Inc.*, 70 N. L. R. B. 612.

[11] *Matter of Parkside Hotel*, 74 N. L. R. B. 809; *Matter of Southshore Packing Corporation*, 73 N. L. R. B. 1116; *Matter of Louisville Railway Company*, 69 N. L. R. B. 691.

[12] *Matter of Athens Manufacturing Company*, 69 N. L. R. B. 605, enf'd 161 F. 2d 8 (C. C. A. 5); *Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770; cf. *Matter of Roanoke Public Warehouse*, 72 N. L. R. B. 1281; *Matter of Times Publishing Company*, 72 N. L. R. B. 676.

[13] *Matter of Roanoke Public Warehouse*, 72 N. L. R. B. 1281.

[14] *Matter of Victory Fluorspar Mining Company*, 72 N. L. R. B. 1356. The employer's conduct also violated sec. 8 (5).

[15] *Matter of Keith Furnace Company*, 73 N. L. R. B. 754.

[16] *Republic Aviation Corporation* v. *N. L. R. B.*; *N. L. R. B.* v. *Le Tourneau Company of Georgia*, 324 U. S. 793.

[17] *Matter of Tomlinson of High Point, Inc.*, 74 N. L. R. B. 681; *Matter of Lindley Box & Paper Company*, 73 N. L. R. B. 553; *Matter of La Salle Steel Company*, 72 N. L. R. B. 411; *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059.

[18] *Matter of Lindley Box & Paper Company*, 73 N. L. R. B. 553.

[19] *Matter of Stowe Spinning Company*, 70 N. L. R. B. 614.

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where the representatives could meet with employees to the recreation hall, excluding bunkhouses,[20] were declared unlawful.

In several cases the Board had occasion to apply, and to indicate the limitations of, the *Midwest Piping* doctrine.[21] Most of the cases involved the execution or enforcement of closed-shop contracts while a question of representation was pending before the Board.[22] The rule was not, however, limited to the execution of closed-shop contracts or to contracts signed with assisted organizations.[23] It has been held to apply as well to the signing of non-closed-shop contracts with unassisted labor organizations.[24] An employer's conduct in executing a contract with one labor organization while another was competing for the position of statutory representative was held to constitute interference because the employer thereby throws its support to one of the organizations, thus infringing the employees' right to make their own free choice under the auspices of the Board.[24a] In a case decided after the close of the fiscal year, the Board indicated, however, that the *Midwest Piping* doctrine is to be applied with caution. "That [*Midwest Piping*] doctrine, necessary though it is to protect freedom of choice in certain situations, can easily operate in derogation of the practice of continuous collective bargaining, and should therefore be strictly construed and sparingly applied."[25] In keeping with this admonition, the Board refused to hold the signing of a closed-shop contract unlawful, although the Board had previously reserved the question of representation in the *Bercut-Richards* case,[26] where no other union claimed to represent the employees at the time the employer signed the contract.[27] The question of representation under these circumstances, the Board held, was technical rather than real.

The extent of freedom of speech accorded employers under the act and the Constitution remained an active issue throughout the fiscal year. The Board continued to adhere to the judicially approved principle that comment by an employer on his employees' organizational activities was privileged unless the comment was coercive.[28] Any antiunion statement falling short of coercion was held privileged.[29]

Early in the fiscal year, a majority of the Board held (Board Member Reilly dissenting) that an employer who compelled his employees

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[20] *Matter of Lake Superior Lumber Corporation*, 70 N. L. R. B. 178.

[21] *Matter of Midwest Piping and Supply Co., Inc.*, 63 N. L. R. B. 1060; Tenth Annual Report, p. 38; Eleventh Annual Report, pp. 35–36.

[22] *Matter of Califruit Canning Company*, 73 N. L. R. B. 290; *Matter of G. W. Hume Company*, 71 N. L. R. B. 533; *Matter of Fruitvale Canning Company*, 71 N. L. R. B. 488; *Matter of Lincoln Packing Company*, 70 N. L. R. B. 135; *Matter of Flotill Products, Inc.*, 70 N. L. R. B. 119.

[23] Cf. *Matter of Ewing-Thomas Corporation*, 72 N. L. R. B. 1450.

[24] *Matter of Radio Corporation of America*, 74 N. L. R. B. 1729.

[24a] *Matter of Radio Corporation of America*, 74 N. L. R. B. 1729.

[25] *Matter of Ensher, Alexander & Barsoom, Inc.*, 74 N. L. R. B. 1443.

[26] *Matter of Bercut-Richards Packing Company*, 65 N. L. R. B. 1052.

[27] *Matter of Ensher, Alexander & Barsoom, Inc.*, 74 N. L. R. B. 1443. (Board Member Houston dissented.)

[28] See *Matter of Fisher Governor Company*, 71 N. L. R. B. 1291. (Three separate opinions.)

For examples of statements and speeches held not privileged, see *Matter of Hagy, Harrington & Marsh*, 74 N. L. R. B. 1455; *Matter of Ewing-Thomas Corporation*, 72 N. L. R. B. 1450; *Matter of Peoples Motor Express, Inc.*, 74 N. L. R. B. 247; *Matter of Gate City Cotton Mills*, 70 N. L. R. B. 238; *Matter of The Pittsburgh Steamship Company*, 69 N. L. R. B. 1395; *Matter of Van Raalte, Inc.*, 69 N. L. R. B. 1326; *Matter of Gatke Corporation*, 69 N. L. R. B. 333, enf'd 162 F. 2d 252 (C. C. A. 7).

For examples of letters and speeches held privileged, see *Matter of Hagy, Harrington & Marsh, supra; Matter of Electric Steel Foundry*, 74 N. L. R. B. 129; *Matter of The Fafnir Bearing Company*, 73 N. L. R. B. 1008; *Matter of United Welding Company*, 72 N. L. R. B. 954; *Matter of La Salle Steel Company*, 72 N. L. R. B. 411.

[29] *Matter of General Motors Corporation*, 73 N. L. R. B. 74; *Matter of Bausch & Lomb Optical Company*, 72 N. L. R. B. 132.

to listen to a speech on self-organization during working time violated sec. 8 (1) of the act, whether the compulsory audience and speech were considered in connection with other unfair labor practices or independently.[30]

As a general rule, an employer was deemed responsible for the unfair labor practices committed by his supervisory employees—but not always. Where the circumstances were such that employees had no just cause to believe that minor supervisory employees were acting for and in behalf of management, the employer was absolved of responsibility for their conduct. Thus, an employer was held not responsible for a single admonition by a minor supervisory employee not to solicit on company property at any time, in view of the employer's well-publicized rule against soliciting only on company time.[31] The crux in this exemption from responsibility lay in adequately publicizing to the employees the employer's lawful attitude. Where such publicity did not exist, as where the employer notified his supervisors, but not his employees, of his neutral attitude concerning union matters, the employer was held responsible for the unlawful acts of his minor supervisory personnel.[32]

An employer was also held liable for coercive conduct of third persons. In one case, the employer was held responsible for an unrepudiated coercive speech delivered to the employees in the employer's plant by a local businessman.[33] However, in the same case, the Board indicated the limitations on the doctrine of employer responsibility for the acts of third persons. It refused to hold the employer responsible for the antiunion activities of a group of local businessmen, because the evidence failed to show that the employer had affirmatively or inferentially approved or adopted this antiunion conduct. The Board further refused to hold the employer responsible for its refusal to repudiate an antiunion editorial in a local newspaper, where no connection was shown between the employer and the editor of the newspaper.[34]

DOMINATING OR INTERFERING WITH THE FORMATION OF A LABOR ORGANIZATION OR CONTRIBUTING FINANCIAL OR OTHER SUPPORT THERETO

Section 8 (2) [35] of the act makes it unlawful for an employer to dominate or interfere with the formation or administration of, or contribute support to, any organization in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work.

The criteria which the Board used in determining violations of this section were described in previous annual reports.[36] Considered significant as bearing on the issue of domination in cases decided during

[30] *Matter of Clark Bros. Co.*, 70 N. L R. B. 802, enf'd as modified, 163 F. 2d 363 (C. C. A. 2); Eleventh Annual Report, p. 35.

[31] *Matter of General Motors Corporation*, 73 N. L. R. B. 74. See also, *Matter of Textile Machine Works*, 69 N. L. R. B. 784.

[32] *Matter of Wadesboro Full-Fashioned Hosiery Mills, Inc.*, 72 N. L. R. B. 1064; *Matter of The Pittsburgh Steamship Company*, 69 N. L. R. B. 1395.

[33] *Matter of Mylan Manufacturing Company*, 70 N. L. R. B. 574.

[34] *Matter of Mylan Manufacturing Company, supra.*

[35] Sec. 8 (a) (2) of the act as amended by the Labor Management Relations Act, 1947

[36] See, for example, Third Annual Report, pp. 108–126; Fourth Annual Report, pp. 69–73; Fifth Annual Report, pp. 49–53; Sixth Annual Report, pp. 51–54.

the fiscal year were: employer suggestions for formation of the labor organization in question, participation by supervisors in its formation and management, meetings on company time and property, financial assistance rendered to the labor organization by the employer, meetings called at the instigation of the employer's president, employer permission to solicit union membership and dues on company time and property, and cooperation with a local chamber of commerce found to be an employer within the meaning of the act.[37] In determining whether employer assistance rendered to a labor organization was unlawful, the Board looked to the fact of assistance and not to the employer's intent in granting it. So, where the respondent rendered assistance to an organization which it believed to be purely social, but which was in fact a labor organization under the act, the respondent was found to have violated section 8 (2).[38]

At times the Board was required to determine whether a successor to an employer-dominated labor organization was tainted with the illegality of its predecessor. Where a labor organization evolved out of an employer-dominated labor organization, the Board has held that the new organization was likely to suffer from the same infirmities as the old unless the employer, prior to its formation, had unequivocally, explicitly, and publicly disavowed and disestablished the original illegal organization, and had given adequate assurances directly to the employees of their freedom from further interference in choosing their representatives.[39]

Assistance rendered by an employer to a labor organization might be unlawful and yet fall short of establishing employer domination of the labor organization.[40] Such assistance, however, was held to violate section 8 (1).[41]

The act is concerned only with assistance to, and domination of, "labor organizations." A "labor organization" is defined in the act as any organization in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment. An organization originally formed for social purposes and still existing primarily for such purposes, but which also sought increases in pay for its members, processed grievances, and discussed working conditions with the employer, was held to be a "labor organization" under this definition.[42]

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[37] *Matter of Detroit Edison Company*, 74 N. L. R. B. 267; *Matter of Ewing-Thomas Corporation*, 72 N. L. R. B. 1450; *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059; *Matter of Harold W. Baker*, 71 N. L. R. B. 44; *Matter of Blue Ridge Shirt Manufacturing Co., Inc.*, 70 N. L. R. B. 741; *Matter of Jordanoff Aviation Corporation*, 69 N. L. R. B. 1189.

[38] *Matter of Detroit Edison Company*, 74 N. L. R. B. 267 (Board Member Reynolds dissenting). See section on "Remedial Orders," *infra*, on the separate views of the Board members as to the appropriate remedy in this case.

[39] *Matter of Detroit Edison Company, supra.*

[40] *Matter of Norfolk Shipbuilding & Drydock Corporation*, 70 N. L. R. B. 391.

[41] For examples of assistance, see *Matter of The Fairfield Engineering Company*, 74 N. L. R. B. 827; *Matter of Califruit Canning Company*, 73 N. L. R. B. 290; *Matter of La Salle Steel Company*, 72 N. L. R. B. 411; cf. *Matter of Tualatin Valley Cooperative, Incorporated*, 72 N. L. R. B. 907 (membership of minor supervisory employee in rank and file union held not to constitute assistance); *Matter of Spicer Manufacturing Corporation*, 70 N. L. R. B. 41.

[42] *Matter of Detroit Edison Company*, 74 N. L. R. B. 267.

ENCOURAGING OR DISCOURAGING MEMBERSHIP IN A LABOR ORGANIZATION BY DISCRIMINATION

Section 8 (3)[43] of the act made it an unfair labor practice for an employer to encourage or discourage membership in any labor organization by discriminating in regard to hire or tenure of employment or any term or condition of employment, except as permitted by a union-security contract which meets the conditions prescribed in the proviso to this section. In administering this section, the Board was careful not to interfere with the exercise by an employer of his right to select, discharge, lay-off, transfer, promote, or demote his employees for any reasons other than those proscribed by the act.

Unlawful discrimination was found in various forms. Most commonly the discrimination was accomplished by discharge, lay-off, or denial of reinstatement.[44] Other types of unlawful discrimination found during the fiscal year included the refusal of employment to qualified union leaders who applied for jobs when work was available,[45] the exclusion of union leaders from a wage increase granted other employees,[46] the reduction of pay, responsibilities, and privileges of inspectors who had voted to join a rank and file union,[47] a lockout,[48] and the shut-down of a plant to thwart union activities.[49] An employer was also held responsible under this section for the action of a group of antiunion employees in publicly ousting from the plant another group of prounion employees, where the employer failed to take any action to restore the excluded employees to their jobs.[50] And an employer who discharged adherents of one labor organization because of the threat of the members of a rival organization to evict them from the plant violated the act, notwithstanding that it may have been motivated by a desire to avoid a stoppage in its production operations for the war effort. Where the fact of unlawful discrimination existed, the Board held, the motive was immaterial.[51]

An employer was deemed responsible not only for an outright discriminatory discharge, but also for the discharge or resignation which followed upon an employee's refusal to accept a discriminatorily motivated transfer to a less desirable position. The resignation or discharge under the latter circumstances was held to constitute a constructive discharge.[52]

The Board was frequently called upon to decide whether a valid alleged reason for a discharge was the real reason or only the pretext

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[43] Sec. 8 (a) (3) of the act as amended by the Labor Management Relations Act, 1947. The proviso clause of the original sec. 8 (3) was considerably modified in the amended sec. 8 (a) (3).

[44] See, for example, *Matter of Fairmont Creamery Company*, 73 N. L. R. B. 1380; *Matter of Caroline Mills, Inc.*, 71 N. L. R. B. 369; *Matter of Jordanoff Aviation Corporation*, 69 N. L. R. B. 1189.

[45] *Matter of Montgomery Hardwood Flooring Company, Inc.*, 72 N. L. R. B. 113.

[46] *Matter of Republican Publishing Company*, 73 N. L. R. B. 1085.

[47] *Matter of Allis-Chalmers Manufacturing Company*, 70 N. L. R. B. 348, enf'd 162 F. 2d 435 (C. C. A. 7).

[48] *Matter of McLeansboro Shale Products Company*, 69 N. L. R. B. 809. An employer's refusal to allow his employees to continue working unless they signed individual contracts of employment, where the purpose was to deter employees from joining or adhering to the union, was held discriminatory in *Matter of Port Gibson Veneer & Box Company*, 70 N. L. R. B. 319.

[49] *Matter of Pepsi-Cola Bottling Company of Montgomery*, 72 N. L. R. B. 601.

[50] *Matter of Fred P. Weissman Company*, 69 N. L. R. B. 1002, 71 N. L. R. B. 147.

[51] *Matter of Eureka Vacuum Cleaner Company*, 69 N. L. R. B. 878. See, also, *Matter of Pillsbury Mills, Inc.*, 74 N. L. R. B. 1113.

[52] *Matter of Republican Publishing Company*, 73 N. L. R. B. 1085; *Matter of Caroline Mills, Inc.*, 71 N. L. R. B. 369; *Matter of Blue Ridge Shirt Manufacturing Co., Inc.*, 70 N. L. R. B. 741; *Matter of The Pickwick Company*, 69 N. L. R. B. 314; cf. *Matter of Heisler Manufacturing Company*, 71 N. L. R. B. 1114.

offered to cloak antiunion action.[53] If the latter was found to be the case, the discharge was held to be discriminatory.

A few cases involved alleged discrimination against supervisors. In one case, the discharge of a foreman because of his activities in behalf of the Foreman's Association of America was held discriminatory.[54] In another case, the discharge of supervisors was held discriminatory although the supervisors were active in the formation of a rank and file union, where the purpose of the discharge was not to maintain the employer's neutrality but to discourage self-organization among all employees.[55]

Section 8 (3) bans all forms of discrimination except as it may be sanctioned by a union-security contract which satisfies the requirements of the proviso to the section. If, for any reason, the contract or the security clause was not valid, or the discharge was not covered by the language of the union-security clause, a discharge purportedly made thereunder was held discriminatory. Thus, a contract with a dominated labor organization was held to be invalid and therefore no defense to a discriminatory discharge made at the instance of the contracting union.[56] The same decision was made with respect to discharges under a contract signed in violation of the *Midwest Piping* doctrine.[57] A union-security contract, to be valid, must operate prospectively; where it operated retroactively, it was held invalid. A discharge made under such a contract was therefore held unlawful.[58] A closed-shop contract may have terminated, or it may, in fact, have been an open-shop contract; in either case, it offered no defense to a discharge made at the request of the contracting labor organization.[59]

Contracts which on their face met the conditions prescribed in the proviso to section 8 (3) still might not, under certain circumstances, validate discharges made pursuant thereto. For example, the discharge by an employer of an employee suspended by the contracting union for engaging in rival union activity toward the close of the contract period was discriminatory, notwithstanding that the discharge was made pursuant to a valid closed-shop contract, where the employer had received adequate notice before the discharge that the contracting union was requesting the discharge because of the rival union activity.[60] But where the employer in making the discharges did not know that the incumbent union was requesting such discharges because of dual

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[53] See, for example, *Matter of Spencer Auto Electric, Inc.*, 73 N. L. R. B. 1416; *Matter of Ford Brothers*, 73 N. L. R. B. 49; *Matter of B. B. Crystal Company*, 70 N. L. R. B. 985; *Matter of Stowe Spinning Company*, 70 N. L. R. B. 614.

[54] *Matter of Wilson Foundry and Machine Company*, 70 N. L. R. B. 557.

[55] *Matter of E. Anthony & Sons, Inc.*, 70 N. L. R. B. 717, enf'd 163 F. 2d 22 (C. A.–D. C.).

[56] *Matter of Cannon Manufacturing Company*, 71 N. L. R. B. 1059.

[57] *Matter of Califruit Canning Company*, 73 N. L. R. B. 290.

[58] *Matter of Colonie Fibre Company, Inc.*, 69 N. L. R. B. 589, 71 N. L. R. B. 354, enforced as modified, 163 F. 2d 65 (C. C. A. 2).

[59] *Matter of Capolino Packing Corporation*, 71 N. L. R. B. 1003; *Matter of Cape Arago Lumber Company*, 69 N. L. R. B. 572. A preferential hiring clause did not justify discharge for failure to maintain membership. *Matter of G. W. Hume Company*, 71 N. L. R. B. 533.

[60] *Matter of Lewis Meier & Company*, 73 N. L. R. B. 520; *Matter of Durasteel Company*, 73 N. L. R. B. 941; *Matter of E. L. Bruce Company*, 73 N. L. R. B. 992; *Matter of Colgate-Palmolive-Peet Company*, 70 N. L. R. B. 1202; *Matter of Rheem Manufacturing Company*, 69 N. L. R. B. 878. Where a closed-shop contract was prematurely extended with knowledge of the organizing activity of a rival union and substantially because of that activity, the Board held that employees who sought to change their bargaining representative toward the end of the original contract period could not lawfully be discharged under the closed-shop clause. *Matter of Geraldine Novelty Company, Inc.*, 74 N. L. R. B. 1503.

Board Member Reynolds dissented in the *Lewis Meier* and following cases, on the ground that the contracting union which requested the discharges should also have been made a party to the proceeding as an "employer" under sec. 2 (2) of the act.

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unionism, the Board held the closed-shop clause to be a valid defense to a charge of discrimination.[61]

One of the prime purposes of the act was to protect employees engaged in concerted activities, including strikes, from discrimination. The act expressly provides that individuals whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice remain employees.[62] However, if employees struck for economic reasons and not because of any unfair labor practice by their employer, the latter might replace them in order to carry on his business, and the strikers thereafter were held to have no absolute right of reinstatement to their jobs. The rule was different with respect to employees who struck because of their employer's unfair labor practices. Such strikers were held to have an absolute right to reinstatement upon application.

Generally an employer might not discriminate among strikers. Thus, an employer who offered unconditional reinstatement to all but six striking employees, excluding the latter because of friction among employees, was held to have discriminated against all the strikers.[63] An employer also discriminated against strikers by attaching an unlawful condition precedent to their reinstatement. For example, a requirement that returning unfair labor practice strikers submit to a personal interview before being reinstated was held unlawful, as the purpose of the interview was to impress the strikers with the fact that they were new employees and thus to deprive them of collective protection upon their abandonment of an unsuccessful strike.[64] Similarly held unlawful was a refusal to reinstate strikers unless they agreed to comply with the terms of a closed-shop contract illegally entered into with a rival union.[65] However, where the employer had discharged union officers for participating in a strike in violation of a no-strike clause in the contract, and on their making application for reinstatement the employer questioned them as to their association with the strike and required that they disassociate themselves with it as a prerequisite to reemployment, the Board held the conditions imposed lawful.[66]

However, strikers were not always afforded the protection of the act. The Board refused to extend that protection to employees who struck in violation of a no-strike clause in their collective bargaining agreement,[67] and to employees who engaged in a strike for recognition in the face of a current certification of a rival union.[68] However, the Board declined to withhold such protection from employees who struck without giving the strike notice required by the War Labor Disputes Act.[69] Although an employer may lawfully refuse to reinstate employees who strike in violation of a no-strike clause, the case was deemed different when the employer condoned the strike, offered

[61] *Matter of Spicer Manufacturing Corporation*, 70 N. L. R. B. 41.
[62] See *Matter of Spencer Auto Electric, Inc.*, 73 N. L. R. B. 1416; *Matter of The Fafnir Bearing Company*, 73 N. L. R. B. 1008.
[63] *Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770.
[64] *Matter of Spencer Auto Electric, Inc.*, 73 N. L. R. B. 1416.
[65] *Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770.
[66] *Matter of The Fafnir Bearing Company*, 73 N. L. R. B. 1008.
[67] *Matter of The Fafnir Bearing Company, supra; Matter of Joseph Dyson & Sons, Inc.*, 72 N. L. R. B. 445.
[68] *Matter of Thompson Products, Inc.*, 72 N. L. R. B. 886, modifying 70 N. L. R. B. 13.
[69] *Matter of Roanoke Public Warehouse*, 72 N. L. R. B. 1281.

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reinstatement to all strikers, and then discriminated among them in restoring the strikers to their old jobs. In two cases involving this situation the Board held such discrimination to be unlawful.[70]

It was held no defense to a charge of discrimination that the employer was motivated not by antiunion bias but by economic considerations. Where an employer reduced the responsibilities, pay, and privileges of inspectors immediately after, and concededly because, they had voted for representation by the same union which represented the rank and file employees, the Board rejected as a defense the employer's claim that its action was motivated by a desire to protect what it considered to be its own, its customers, and the public interest.[71]

In a case decided after the close of the fiscal year, the Board was confronted with the question of whether an employer had violated section 8 (3) by disciplining an employee for engaging in what it mistakenly although honestly believed to have been a union-sponsored slow-down. In fact, other factors were responsible for the slow-down. The Board refused to hold that the employer's conduct was discriminatory, stating:

> We do not think that punishment visited in the ordinary course of operations because of the mistaken belief that the employee was engaged in unprotected activity can be said to have the purpose or effect of discouraging union membership or legitimate union activity. Because it may be unfair does not make it discriminatory.[72]

DISCRIMINATION FOR FILING CHARGES OR TESTIFYING UNDER THE ACT

Section 8 (4)[73] of the act provides that it shall be an unfair labor practice for an employer to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under the act.

This was the most infrequently violated section of the Act. There were three cases decided under section 8 (4) during the past fiscal year. Two of these cases involved the question of whether a discharge for misconduct first revealed by the witness' testimony was violative of section 8 (4). The Board held that it was not.[74] In one of these cases, the Board refused to find unlawful the discharge of a Board witness who testified to eavesdropping on her employers and to engaging in union activity during working hours.[75] In the third case, an employee who testified at a Board hearing to the ousting of prounion employees from the plant by antiunion employees was similarly ejected by the same antiunion group the day after he had given his testimony. In neither case did the employer take any action to restore the ejected employees to their jobs. The Board held that the employer was responsible for the ejection of the witness, and thereby violated section 8 (4).[76]

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[70] *Matter of The Fafnir Bearing Company*, 73 N. L. R. B. 1008; *Matter of The Carey Salt Company*, 70 N. L. R. B. 1099.

[71] *Matter of Allis-Chalmers Manufacturing Company*, 70 N. L. R. B. 348, enf'd 162 F. 2d 435 (C. C. A. 7).

[72] *Matter of Underwood Machinery Company*, 73 N. L. R. B. 641; cf. *Matter of Perfect Circle Company*, 70 N. L. R. B. 526, set aside 162 F. 2d 566 (C. C. A. 7).

[73] Sec. 8 (a) (4) of the act as amended by the Labor Management Relations Act, 1947.

[74] *Matter of Fairmont Creamery Company*, 73 N. L. R. B. 1380; *Matter of Richmond Home Telephone Company*, 70 N. L. R. B. 452.

[75] *Matter of Richmond Home Telephone Company, supra.*

[76] *Matter of Fred P. Weisman Company*, 71 N. L. R. B. 147.

REFUSING TO BARGAIN COLLECTIVELY

Section 8 (5)[77] of the act makes it an unfair labor practice for an employer to refuse to bargain collectively with the representatives designated or selected by a majority of the employees in an appropriate collective bargaining unit.

To make out a case of violation of this section of the act, it was first necessary to prove that the union represented a majority of the employees in an appropriate unit at the time of the employer's refusal to bargain.[78] Most frequently the union's status as majority representative was established through the medium of a Board-conducted election and the certification of the results thereof either by the Board or its regional director. Such a certification was deemed operative for a reasonable period, normally 1 year, in the absence of unusual circumtances.[79] The delay in collective bargaining during the war years occasioned by resort to the procedures of the War Labor Board was held to justify prolonging the effectiveness of the Board's certification. Thus, the Board held that certifications 22, 21, and 18 months old, respectively, were still effective, where the certified unions, despite due diligence, had been unable to secure for the employees the full benefits of collective bargaining, but had resorted to the orderly procedures of the War Labor Board. In these circumstances, the Board declined to consider the certified union's loss of majority as a defense to a refusal to bargain.[80]

The union's majority status could be established also by a cross check of its authorization or membership cards against the employer's pay roll. However, where a union agreed to a consent election as the means for determining its majority status, it could not thereafter, in the absence of unfair labor practices, insist upon a card check in lieu of an election.[81] Signed applications for membership were held to constitute valid designations of the bargaining representative, regardless of whether the applicant had paid his initiation dues or had been accepted into membership by the union.[82] And such designations were not canceled by the fact that the signers did not participate in a strike called by the union or that they returned to work before the official termination of the strike.[83]

A majority status, once established, was presumed to continue in the absence of evidence to the contrary.[84] In one case, the Board found that the presumption had been rebutted by the fact that a

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[77] Sec. 8 (a) (5) of the act as amended by the Labor Management Relations Act, 1947.

[78] Employees on military leave were not counted in determining the union's majority status. *Matter of W. W. Holmes*, 72 N. L. R. B. 39.

[79] See the Eighth, Ninth, Tenth, and Eleventh Annual Reports, pp. 35, 28, 46, and 43, respectively.

[80] *Matter of Craddock-Terry Shoe Corporation*, 73 N. L. R. B. 1339; *Matter of Bethlehem Steel Company*, 73 N. L. R. B. 277; *Matter of Gatke Corporation*, 69 N. L. R. B. 333, enforced, 162 F. 2d 252 (C. C. A. 7). These decisions followed the *Allis-Chalmers* doctrine, 50 N. L. R. B. 306.

[81] *Matter of Chesty Foods*, 74 N. L. R. B. 255; cf. *Matter of Roanoke Public Warehouse*, 72 N. L. R. B. 1281. In the latter case, the employer refused to submit to a cross check, but insisted on an election to determine the employees' choice of a bargaining representative before bargaining with the union. The union immediately called a strike. The Board held that the employer had an honest doubt as to the union's majority status, and that its refusal to bargain under the circumstances did not amount to a violation of sec. 8 (5). However, where it appeared that the employer did not honestly doubt the union's majority, the Board held that the employer could not insist on an election as a condition precedent to the creation of an obligation on its part to bargain. *Matter of L. B. Harts Stores*, 71 N. L. R. B. 848.

[82] *Matter of L. B. Harts Stores, supra; Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770.

[83] *Matter of I. Spiewak & Sons, supra.*

[84] *Matter of Bethlehem Steel Company*, 73 N. L. R. B. 277; *Matter of Harris-Woodson Co., Inc.*, 70 N. L. R. B. 956, enf'd, 162 F. 2d 97 (C. C. A. 4).

majority of the employees in the unit had joined a rival union sometime after the end of the first certification year.[85] But in another case, the Board held that mere reduction in the number of employees in the unit did not destroy the presumption.[86] The presumption could not be relied on in a case in which two unions were contending for the position of statutory representative and the Board had held that a question of representation existed.[87] Further, when the union's majority status had been established in a representation proceeding, the issue could not be relitigated in a subsequent complaint proceeding involving a refusal to bargain, unless the employer offered evidence which was not cumulative and was not available at the time of the representation proceeding.[88]

It was no defense to a refusal to bargain charge that the union had lost its majority, where the loss had been caused by the employer's unfair labor practices.[89] But where the loss had not been caused by the employer and the initial certification period had expired, the employer, when presented with evidence of a loss of majority, lawfully refused to continue his bargaining with a previously certified union.[90]

A union which had established its majority status was not required, under certain circumstances, to reprove its majority for a successor employer which had taken over a going business. The obligation to bargain was not extinguished by a transfer of the business to another. "By its very nature and purpose, it ran with the business; and it is therefore binding on the successor corporation, which, with knowledge of its predecessor's obligation to bargain, took over and continued the business." [91]

Before finding a violation of section 8 (5), it also had to be found that the unit of employees whom the union sought to represent was appropriate.[92] Ordinarily a unit finding in a representation proceeding which preceded a refusal to bargain was held conclusive; the Board would not permit a relitigation of this finding unless the employer had evidence which was not cumulative, was material, and was not available at the time of the representation proceeding.[93] But errors in the previous unit finding which were apparent from the record in the representation proceeding might be corrected in the subsequent unfair labor-practice proceeding.[94] If the employer's operations had

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[85] *Matter of I. Spiewak & Sons, supra.*

[86] *Matter of Bethlehem Steel Company, supra.*

[87] *Matter of Califruit Canning Company,* 73 N. L. R. B. 290; *Matter of I. Spiewak & Sons, supra.* (Board Member Houston dissenting.)

[88] *Matter of Worcester Woolen Mills Corporation,* 74 N. L. R. B. 1071.

[89] *Matter of Bethlehem Steel Company,* 73 N. L. R. B. 277; *Matter of Jones & Laughlin Steel Corporation,* 72 N. L. R. B. 975; *Matter of Wingert Contracting Co., Inc.,* 72 N. L. R. B. 244; *Matter of L. B. Hartz Stores,* 71 N. L. R. B. 848.

[90] *Matter of United Welding Company,* 72 N. L. R. B. 954. In this case, the employer sent his employees noncoercive letters, during the course of bargaining negotiations with the union, accurately describing the progress of the negotiations. The Board found that the letters were not violative of the act and that the employer was therefore justified in refusing to bargain with the union when the employees repudiated it thereafter. Cf. *Matter of Penokee Veneer Company,* 74 N. L. R. B. 1683.

[91] *Matter of The Northwest Glove Co., Inc.,* 74 N. L. R. B. 1697; see also, *Matter of M. M. Joffee Company,* 74 N. L. R. B. 1568.

[92] For a discussion of the problems of unit determination, see the chapter on representation cases in this and other annual reports.

[93] *Matter of Allis-Chalmers Manufacturing Company,* 70 N. L. R. B. 348, enf'd 162 F. 2d 435 (C. C. A. 7).

[94] *Matter of Potomac Electric Power Company,* 73 N. L. R. B. 1291. In modifying its previous unit finding, the Board nevertheless held the employer had unlawfully refused to bargain because the alterations in the unit were minor, the employer had not rested its refusal to bargain on any asserted errors in exclusions and inclusions, and the union had a majority in the modified as well as the old unit at the time it requested the employer to bargain.

changed radically between the time of the Board's certification and the unfair labor-practice proceedings as, for example, a result of conversion from war to peacetime operations, the Board declined to adhere to its previous unit finding and certification.[95]

Several cases involved units of supervisors and guards. The majority of the Board adhered to its previous determinations in representation proceedings that supervisors [96] and guards [97] might constitute separate appropriate units and be represented for bargaining purposes either by an independent supervisors' or guards' union or by a union which also represented rank-and-file employees. Board Member Reynolds dissented on the latter point.

After the Board had determined that a union represented a majority of the employees in an appropriate unit, it had to decide whether the employer's conduct constituted a refusal to bargain. To create an obligation to bargain on the part of the employer, the union must have first made a proper request to bargain to a duly authorized representative of the employer.[98] In one case, a request to a chief employee counsellor who lacked and disclaimed any authority to negotiate on behalf of the employer was held insufficient to create any obligation on the part of the employer to bargain.[99]

The simplest refusal to bargain occurred when an employer declined to meet or discuss terms and conditions of employment with the duly designated representative of his employees. If the employer's refusal was based on the good-faith questioning of the union's representation of a majority of employees in an appropriate unit, that might have constituted a defense to a refusal to bargain.[1] However, if the questioning was in bad faith, it was no defense.[2] An employer who had been dealing with a vital, incumbent union for a number of years could also rightfully refuse to bargain with a rival union which claimed to represent a majority of his employees until the question of representation so raised had been determined by the Board.[3] The fact that the employer refused to bargain because of a desire to test the validity of a Board determination in a previous representation proceeding did not excuse the refusal.[4]

An employer who ignored the existing bargaining representative and unilaterally changed his employees' terms and conditions of employment violated this section of the act.[5] Examples of such unilateral action, held to constitute a refusal to bargain, were the granting

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[95] *Matter of Na-Mac Products Corporation,* 70 N. L. R. B. 298; cf. *Matter of Pioneer Electric Company,* 70 N. L. R. B. 771; *Matter of Simmons Company,* 70 N. L. R. B. 290.

[96] *Matter of The B. F. Goodrich Company,* 71 N. L. R. B. 1389; *Matter of The Midland Steel Products Company,* 71 N. L. R. B. 1379; *Matter of Jones & Laughlin Steel Corporation,* 71 N. L. R. B. 1261; *Matter of L. A. Young Spring & Wire Corporation,* 70 N. L. R. B. 868; *Matter of Simmons Company,* 70 N. L. R. B. 290.

[97] *Matter of Bethlehem Steel Company,* 73 N. L. R. B. 277; *Matter of Jones & Laughlin Steel Corporation,* 72 N. L. R. B. 975; *Matter of Packard Motor Car Company,* 71 N. L. R. B. 66.

[98] *Matter of The Sturges Company,* 74 N. L. R. B. 1546.

[99] *Matter of Bausch & Lomb Optical Company,* 69 N. L. R. B. 1104.

[1] See *Matter of Russell Kingston,* 74 N. L. R. B. 1484; *Matter of Roanoke Public Warehouse,* 72 N. L. R. B. 1281.

[2] *Matter of Pepsi-Cola Bottling Company of Montgomery,* 72 N. L. R. B. 601; *Matter of W. W. Holmes,* 72 N. L. R. B. 39.

[3] *Matter of I. Spiewak & Sons,* 71 N. L. R. B. 770. (Board Member Houston dissenting.)

[4] *Matter of Craddock-Terry Shoe Corporation,* 73 N. L. R. B. 1339.

[5] See, for example, *Matter of Hoppes Manufacturing Company,* 74 N. L. R. B. 853; *Matter of Craddock-Terry Shoe Corporation,* 73 N. L. R. B. 1339; *Matter of Southshore Packing Corporation,* 73 N. L. R. B. 1116; *Matter of Benson Produce Company,* 71 N. L. R. B. 888; *Matter of Crompton-Highland Mills, Inc.,* 70 N. L. R. B. 206.

of a wage increase,[6] a reduction in privileges, responsibilities and pay,[7] and the establishment of new job classifications.[8]

An employer could meet and bargain with the union and yet fail to comply with the law because the bargaining was not in good faith.[9] To satisfy his statutory obligation the employer had to enter into negotiations with a sincere desire to reach and sign an agreement. There was no single measuring rod by which an employer's good faith could be determined.[10] The facts in each case were the necessary determinants of the employer's good faith. Some examples of employer-bad-faith bargaining were: entering into negotiations with a fixed determination not to sign a contract;[11] threatening at the initial bargaining conference to eliminate the union, establishing a vacation plan unilaterally, withholding power from negotiators to bind the employer, and repudiating an agreement when reached;[12] withholding recognition from the union, disputing the need for any bargaining at the initial negotiating conference, and establishing a vacation plan unilaterally;[13] excluding all issues from bargaining except wages;[14] refusing to recognize the union as the bargaining representative of all employees in the unit, insisting as a condition precedent to the signing of any agreement that the union recognize the principle of individual bargaining by nonmembers, and refusing to consider any union request in conflict with an 8-year-old agreement recognizing the right of employees to join or not to join the union and of nonunion employees to deal individually with the employer;[15] and, appointing a committee to meet with the union, but without authority except to listen to union proposals and report back to management.[16]

Whether a given incident constituted a refusal to bargain was determined not by looking at the incident in isolation but in the context in which it occurred.[17] For example, an employer who momentarily refused to bargain with the union on the ground that the latter was striking in violation of its contract, but who shortly thereafter did meet with the union and bargained in good faith in an attempt to end the strike, was held not to have violated the act.[18] However, where an unfair labor practice charge alleging a refusal to bargain had been filed, a collective bargaining agreement entered into subseqeuntly did not render the cause moot.[19]

The employer's obligation to bargain was held a continuing one. It did not terminate because the union may have refused on one occasion to bargain or because the union may have struck in violation of a no-strike clause in an existing collective bargaining agreement.[20]

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[6] *Matter of Benson Produce Company, supra.*

[7] *Matter of Allis-Chalmers Manufacturing Company,* 70 N. L. R. B. 348, enf'd 162 F. 2d 435 (C. C. A. 7).

[8] *Matter of Hoppes Manufacturing Company,* 74 N. L. R. B. 853.

[9] If the union approaches the bargaining negotiations in bad faith, the question of the employer's good or bad faith may never arise. See *Matter of Times Publishing Company,* 72 N. L. R. B. 676.

[10] See *Matter of Times Publishing Company,* 72 N. L. R. B. 676.

[11] *Matter of The Todd Company, Inc.,* 71 N. L. R. B. 192.

[12] *Matter of Athens Manufacturing Company,* 69 N. L. R. B. 605, enf'd 161 F. 2d 8 (C. C. A. 5).

[13] *Matter of Tomlinson of High Point, Inc.,* 74 N. L. R. B. 681.

[14] *Matter of Pool Manufacturing Company,* 70 N. L. R. B. 540.

[15] *Matter of J. I. Case Company,* 71 N. L. R. B. 1145.

[16] *Matter of Republican Publishing Company,* 73 N. L. R. B. 1085.

[17] *Matter of The Fafair Bearing Company,* 73 N. L. R. B. 1008; *Matter of Times Publishing Company,* 72 N. L. R. B. 676.

[18] *Matter of The Fafair Bearing Company, supra.*

[19] *Matter of Allis-Chalmers Manufacturing Company,* 72 N. L. R. B. 855. The Board, did, however, dismiss the case for administrative reasons.

[20] *Matter of Times Publishing Company,* 72 N. L. R. B. 676; *Matter of The Timken Roller Bearing Company,* 70 N. L. R. B. 500, set aside, 161 F. 2d 949 (C. C. A. 6).

Issues also arose as to what was a proper subject for collective bargaining. A refusal to bargain with a union because of the presence of a union representative excluded by contract was without justification because not a bargainable issue.[21] However, the size and composition of a shop committee selected to handle grievances under the contract and to accompany the principal negotiators for the union to bargaining conferences were held lawful subjects of bargaining.[22] But an employer was not obligated to bargain with the union about the conditions under which replacements for economic strikers were to be hired.[23]

REMEDIAL ORDERS

Whenever the Board found that an employer had engaged in any unfair labor practices, it was empowered under section 10 (c) of the act to issue an order requiring him "to cease and desist from such unfair labor practices, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this act."

Remedial orders issued by the Board were intended to undo the effect of the unfair labor practices committed by the employer and otherwise to effectuate the policies of the act. Ordinarily, if the employer interfered with or coerced his employees in the exercise of their right to self-organization, he was required to cease and desist from such conduct; if the employer had aided in the formation of, and had dominated, a labor organization, he was directed to disestablish the dominated organization; if the employer discriminated against an employee, he was ordered to reinstate such employee with back pay; if the employer refused to bargain with the designated representative of his employees, he was ordered to do so upon request by the union; in all cases, the employer had to post notices in his plant stating that he would comply with the Board's remedial order.

The Board could vary or supplement these general-type orders in any case, in order better to effectuate the policies of the act. In addition to ordering an employer to cease and desist from any particular unfair labor practice, the Board could also require the employer to cease and desist from infringing, in any manner, upon the employees' rights guaranteed in section 7, where the evidence revealed an attitude of general hostility on the part of the employer to the purposes of the act and the danger of his committing other unfair labor practices in the future.[24] An employer might have illegally assisted one labor organization, and yet such assistance could fall short of constituting domination. In such a case, the Board only ordered the employer to withdraw or withhold recognition from the assisted labor organization until it was certified by the Board.[25]

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[21] *Matter of The Oliver Corporation*, 74 N. L. R. B. 483.

[22] *Matter of The Oliver Corporation, supra.*

[23] *Matter of Times Publishing Company*, 72 N. L. R. B. 676.

[24] See, for example, *Matter of Southshore Packing Corporation*, 73 N. L. R. B. 1116; *Matter of Wadesboro Full-Fashioned Hosiery Mills, Inc.*, 72 N. L. R. B. 1064; *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059; *Matter of Robbins Tire and Rubber Company, Inc.*, 69 N. L. R. B. 440, enf'd 161 F. 2d 798 (C. C. A. 5).

[25] *Matter of Califruit Canning Company*, 73 N. L. R. B. 290; *Matter of LaSalle Steel Company*, 72 N. L. R. B. 411; *Matter of I. Spiewak & Sons*, 71 N. L. R. B. 770; *Matter of Fruitvale Canning Company*, 71 N. L. R. B. 488. Cf. *Matter of Capolino Packing Corporation*, 71 N. L. R. B. 1003, where the Board declined to issue such an order because there had been no collective bargaining between the employer and the assisted labor organization for a period of almost a year.

Generally, when the Board found employer domination of a labor organization, it ordered the employer to disestablish, and to withhold or withdraw recognition from, the dominated labor organization.[26] However, in the *Detroit Edison* case,[27] the Board for the first time refused to order the disestablishment of a labor organization found to have been company dominated. Chairman Herzog stated that the remedy of disestablishment was *discretionary* and not compulsory. In his opinion, on the facts of that particular case, complete disestablishment of the dominated labor organization was not necessary to preserve for these employees the freedom to choose their bargaining representatives contemplated by the act. The posting of an appropriate notice and the requirement that the employer withhold recognition from the dominated labor organization until certified by the Board, he felt, were sufficient to restore to the employees their requisite freedom of self-organization.[28] Board Member Houston joined in the order, but contended that it should also have provided for complete disestablishment of the dominated organization as the sole method by which the Board could dissipate the effect of the employer's domination and make available to the employees their rights under the act.

When the Board found that an employee had been discriminatorily discharged, it usually ordered his reinstatement with back pay from the date of the discharge.[29] But where the employee waited unreasonably long, without justifiable excuse, before filing his charges with the Board, back pay was computed only from the time of filing of the

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[26] The 1947 amendments to the statute may have considerable impact upon the remedy applied in these situations.

Matter of Cannon Manufacturing Corporation, 71 N. L. R. B. 1059; *Matter of Harold W. Baker Company*, 71 N. L. R. B. 44. The Board also ordered the employer to reimburse the employees for any dues or assessments collected pursuant to an invalid closed-shop or compulsory union membership clause in the bargaining agreement with the dominated labor organization. *Matter of Cannon Manufacturing Corporation, supra.* But no reimbursement was ordered when the contract did not contain a compulsory membership clause, and dues had been checked off on the basis of individual, voluntary authorizations. *Matter of The Louisville Railway Company*, 69 N. L. R. B. 691.

[27] *Matter of Detroit Edison Company*, 74 N. L. R. B. 267. Chairman Herzog and Board Member Houston agreed in finding that the employer had dominated and interfered with the administration of the labor organization involved. Their disagreement as to the remedy is described above. Board Member Reynolds dissented from the finding of domination on the merits.

[28] Chairman Herzog stated the facts which led him to his conclusion as follows:

"Our finding that the respondent has dominated, interfered with, and supported the Association is based primarily on the fact that, because of the circumstances under which it came into existence in 1944, the Association could not originally have appeared otherwise than as company dominated in the minds of the employees. Immediately thereafter, however, it took concrete steps to divest itself of the indicia of company domination and support. At the same time the respondent announced its neutrality in matters relating to collective bargaining and its intention of withdrawing the use of its premises and facilities for organizational activities, although it did not comply with all the requirements imposed in some of the "fracture" cases. Whatever assistance has been given to the Association in the intervening 3 years has been insubstantial. There is no evidence that the respondent has ever recognized or dealt with the Association, as such, as the representative of any of its employees. On the contrary, when the Association requested recognition as the representative of employees in two divisions, the respondent immediately suggested that the matter be referred to the Board, and declined to grant any recognition. This may not be controlling, but on this record it is some evidence of this respondent's good faith.

"Under these circumstances, and in view of the further fact that the record shows that during the period of the Association's existence, as well as for many years previously, this respondent has recognized and dealt with nationally affiliated unions, including the charging union, as representatives of employees in some of its divisions, Chairman Herzog believes that the effects of this respondent's unfair labor practices have to a large extent been dissipated, and that, on this record, the requisite freedom of self-organization of the employees may be fully restored by posting an appropriate notice for 60 days, without complete disestablishment of the Association. The respondent should also be directed to continue to withhold recognition from the Association, or any successor thereto, unless and until certified by us."

[29] This remedy was ordered even when the discrimination was found to violate section 8 (1) only. *Matter of The Austin Company*, 70 N. L. R. B. 851.

charges.[30] Where the Board reversed a trial examiner's dismissal of an allegation of discriminatory discharge and ordered such employee reinstated with back pay, it abated the back pay for the period from the issuance of the trial examiner's intermediate report to the issuance of the Board's order.[31] However, where the trial examiner's dismissal was without prejudice, no abatement of back pay was made.[32] In one case, a union filed a charge of discriminatory discharge, withdrew it, and then subsequently refiled it. The Board refused to award back pay from the date of withdrawal of the charge to the date the charge was refiled.[33] Back pay was not limited to wages. It could consist of commissions that would have been received except for the discriminatory discharge.[34] The purpose of the back-pay order was to make the discharged employees whole for any money loss they might have suffered as a result of the employer's discrimination against them; it was not a punitive measure against the employer. Hence, if the unlawfully discharged employee would have suffered a loss of earnings during the period of his lay-off regardless of the discrimination practiced against him as, for example, the result of illness, such loss was deducted from the back pay awarded him.[35] The discrimination could consist merely of withholding a wage increase from employees active in union affairs while granting the increase to other employees. In this situation, the remedy was to order the employer to grant the increase to the employees discriminated against, retroactive to the date of the general increase.[36]

The remedy of reinstatement, with or without back pay, was deemed discretionary and not compulsory. The Board refused to order the reinstatement of an employee guilty of serious misconduct. For example, the Board declined to compel an employer to reinstate a striker convicted of six separate charges of assault during the strike.[37] In another case, an employee discriminatorily discharged after the employer had condoned his participation in an illegal strike, was ordered reinstated without back pay, in view of his earlier participation in a strike which violated the union's collective bargaining agreement.[38]

Where the discrimination was against a group which included nonunion as well as union employees, the Board decided that the nonunion employees were as much the victims of discrimination as the union employees and granted reinstatement and back pay to both groups.[39]

A bargaining order was the customary remedy for a refusal to bargain. The order was issued although the union had lost its majority either during the certification year [40] or as the result of the employer's

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[30] *Matter of Gibbs Corporation*, 74 N. L. R. B. 1182; *Matter of Phoenix Mutual Life Insurance Company*, 73 N. L. R. B. 1463; *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059.

[31] *Matter of Colgate-Palmolive-Peet Company*, 70 N. L. R. B. 1202.

[32] *Matter of Capital City Candy Company*, 71 N. L. R. B. 447.

[33] *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059.

[34] *Matter of Phoenix Mutual Life Insurance Company*, 73 N. L. R. B. 1463.

[35] *Matter of Montgomery Hardwood Flooring Company, Inc.*, 72 N. L. R. B. 113; *Matter of The Sandy Hill Iron & Brass Works*, 69 N. L. R. B. 355. The refusal of an employee whose discriminatory discharge was the cause of a strike to accept an offer of reinstatement until the strikers should also be offered reinstatement was held to have made the discharged employee a striker, and back pay was denied him from the date of the offer of reinstatement. *Matter of Volney Felt Mills, Inc.*, 70 N. L. R. B. 908.

[36] *Matter of Republican Publishing Company*, 73 N. L. R. B. 1085.

[37] *Matter of Roanoke Public Warehouse*, 72 N. L. R. B. 1281.

[38] *Matter of The Carey Salt Company*, 70 N. L. R. B. 1099.

[39] *Matter of Capital City Candy Company*, 71 N. L. R. B. 447.

[40] *Matter of Worcester Woolen Mills Corporation*, 74 N. L. R. B. 1071.

unfair labor practices.[41] But in one case the Board refused to issue its usual order because of radical changes in the employer's business and in the size and composition of the unit as the result of conversion from war to peacetime operations.[42]

As part of the remedy, the Board usually required the employer to post in its plant notices that it would comply with the Board's order. Where necessary to effectuate the policies of the act, the Board sometimes required an employer to post notices in plants other than the one in which the unfair labor practices were committed,[43] to mail copies of the notice to each employee,[44] or to publish the notice in a plant [45] or local newspaper.[46]

On occasion the Board entered precautionary orders to prevent the commission of further unfair labor practices.[47] For example, where a dominated organization had ceased to function but had never been disestablished, the Board ordered the employer not to recognize it if it should ever revive.[48]

Remedial orders were directed only against employers. Accordingly, it was always necessary to determine if those who committed unfair labor practices were "employers" within the meaning of the act. A local chamber of commerce [49] and a local businessman [50] were held to be employers under the act. And a successor which took over a going business with knowledge of unremedied unfair labor practices was required to remedy the unfair labor practices committed by its predecessor.[51]

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[41] *Matter of Jones & Laughlin Steel Corporation*, 72 N. L. R. B. 975.

[42] *Matter of Na-Mac Products Corporation*, 70 N. L. R. B. 298; (Board Member Houston dissenting); cf. *Matter of Pioneer Electric Company*, 70 N. L. R. B. 771; *Matter of Simmons Company*, 70 N. L. R. B. 290.

[43] *Matter of Atlantic Company*, 74 N. L. R. B. 723; *Matter of Tomlinson of High Point, Inc.*, 74 N. L. R. B. 681; *Matter of E. L. Bruce Company*, 73 N. L. R. B. 992.

[44] *Matter of Clark Bros., Inc.*, 70 N. L. R. B. 802, enf'd 163 F. 2d 373 (C. C. A. 2).

[45] *Matter of Tomlinson of High Point, Inc.*, 74 N. L. R. B. 681.

[46] *Matter of Mylan Manufacturing Company*, 70 N. L. R. B. 574.

[47] *Matter of Cannon Manufacturing Corporation*, 71 N. L. R. B. 1059; *Matter of Athens Manufacturing Company*, 69 N. L. R. B. 605, enf'd 161 F. 2d 8 (C. C. A. 5).

[48] *Matter of Athens Manufacturing Company, supra.*

[49] *Matter of Blue Ridge Shirt Manufacturing Co., Inc.*, 70 N. L. R. B. 741; cf. *Matter of Fred P. Weisman Company*, 69 N. L. R. B. 1002.

[50] *Matter of Mylan Manufacturing Company*, 70 N. L. R. B. 574.

[51] *Matter of M. M. Joffee Company*, 74 N. L. R. B. 1568; *Matter of The Northwest Glove Co., Inc.*, 74 N. L. R. B. 1697; *Matter of Republican Publishing Company*, 73 N. L. R. B. 1085; *Matter of Pioneer Electric Company*, 70 N. L. R. B. 771; *Matter of National Garment Company*, 69 N. L. R. B. 1208.

IV

LITIGATION

A COMPARISON of the Board's litigation during the past fiscal year[1] with that of the preceding year shows a marked increase in both Supreme Court and circuit courts of appeals litigation cases in which enforcement or review of Board orders was sought. There was a similar increase in the number of contempt proceedings instituted by the Board. The number of suits for injunctive or declaratory relief against the Board remained substantially at its previous level.

During the fiscal year 1947, the circuit courts of appeals reviewed 70 Board orders, while the Supreme Court decided 5 cases arising under the act. The results of the Board's Supreme Court and circuit court litigation during the past year, and during its entire existence, are separately summarized in the following table:[2]

Results of litigation for enforcement or review of Board orders, July 1, 1946, to June 30, 1947, and July 5, 1935, to June 30, 1947

Results	July 1, 1946, to June 30, 1947		July 5, 1935, to June 30, 1947	
	Number	Percent	Number	Percent
Cases decided by United States circuit courts of appeals	70	100.0	705	100.0
Board orders enforced in full	[1] 49	70.0	420	59.6
Board orders enforced with modification	10	14.3	185	26.2
Board orders set aside	10	14.3	89	12.6
Remanded to Board	1	1.4	11	1.6
Cases decided by U. S. Supreme Court	5	100.0	59	100.0
Board orders enforced in full	4	80.0	45	76.3
Board orders enforced with modification			9	15.2
Board orders set aside			2	3.4
Remanded to Board			1	1.7
Remanded to circuit courts of appeals	1	20.0	1	1.7
Board's request for remand or modification of enforced order denied			1	1.7

[1] One of these cases was remanded to the Board for additional findings on one point.

The proceedings for enforcement or review of the Board's orders in the circuit courts to a large extent were concerned with the sufficiency of the evidence upon which the Board's findings of unfair labor practices were predicated, and with the appropriateness of the Board's remedial orders. However, a considerable number of novel problems, arising from the administration of both the unfair labor prac-

[1] The past fiscal year was the last one in which the Board operated under National Labor Relations Act of 1935, as in force prior to amendments thereto effected by Title I of the Labor Management Relations Act of 1947 (Public Law 101, 80th Cong., ch. 120, 1st sess.). Unless otherwise indicated, all references to the act are to the old statute in effect prior to the amendments (act of July 5, 1935, ch. 372, 49 Stat. 449, 29 U. S. C. Sec. 151, *et seq.*).

[2] The figures on contempt litigation appear at p. 61, *infra*.

tice and representation provisions of the act, were also passed upon by the courts. The standards applied by the courts in reviewing the Board's findings, orders, and procedures have remained the same as in the past.

In view of the fact that the amendments to the National Labor Relations Act embodied in Title I of the Labor Management Relations Act, 1947 (enacted June 23, 1947, and effective August 22, 1947) became effective at approximately the end of the fiscal year 1947, several cases decided after the end of the fiscal year 1947, but fully litigated prior thereto, have been included among the cases selected for discussion.

THE SUPREME COURT

During the past year, the Supreme Court decided six cases under the National Labor Relations Act. Three of these involved the question of whether foremen and militarized or deputized plant guards are employees within the meaning of the act and entitled to the benefits of its collective bargaining provisions. A related case coming to the Supreme Court from the Court of Appeals of New York presented the issue of whether a State labor relations board could afford foremen in industries engaged in interstate commerce collective bargaining rights, without thereby trespassing on the domain reserved to the National Labor Relations Board by the Federal act. The fifth case dealt with the Board's power to reject postelection challenges to ballots cast in a Board-conducted election. The sixth involved the relationship between the Board and the courts, where the courts remanded a case to the Board to take further evidence. In all the cases the position urged by the Board was adopted by the Supreme Court.

In *Packard Motor Car Co.* v. *N. L. R. B.*, 330 U. S. 485, the Supreme Court enforced an order requiring the employer to bargain collectively with the Foreman's Association of America, an unaffiliated union, which had been chosen by a majority of the employer's foremen as their representative in a Board-conducted election. The Court rejected arguments that since foremen were part of management they could not be employees for the purposes of the act, and that if they were employees they nevertheless could not constitute an appropriate unit for purposes of collective bargaining. The Court also approved as proper an appropriate unit composed of four different levels of foremen, i. e., the general foremen, foremen, assistant foremen, and special assignment men.[3]

In *N. L. R. B.* v. *E. C. Atkins & Co.*, 331 U. S. 398, and *N. L. R. B.* v. *Jones & Laughlin Co.*, 331 U. S. 416, the Court held that plant guards who were auxiliary military police and who were deputized as special police officers were employees within the meaning of the act and as such entitled to bargain collectively. In the *Jones & Laughlin* case the Court also held that it was proper for the plant guards to be members of and be represented in collective bargaining by the same union that represented the employer's production and maintenance employees.[4]

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[3] The *Packard* case is at the present time of only historical interest because the Labor Management Relations Act of 1947 (Public Law 101, 80th Cong., 1st sess., ch. 120) amended the definition of employee in sec. 2 (3) of the National Labor Relations Act to exclude therefrom supervisors and by sec. 2 (11) defined supervisors in a manner which clearly includes all foremen.

[4] This part of the decision in the *Jones & Laughlin* case no longer represents the law, for the Labor Management Relations Act amended sec. 9 (b) of the National Labor Relations

In *Bethlehem Steel Co.* v. *N. Y. S. L. R. B.*, and *The Allegheny Ludlum Steel Corp.* v. *Kelley*, 330 U. S. 767, the Court held that the New York State Labor Relations Board lacked the power to certify collective bargaining representatives for foremen in industries over which the National Labor Relations Board had taken jurisdiction. The Court pointed out that "If the two boards attempt to exercise a concurrent jurisdiction to decide the appropriate unit of representation, action by one necessarily denies the discretion of the other. The second to act either must follow the first, which would make its action useless and vain, or depart from it, which would produce a mischievous conflict." The Court therefore, in effect, ruled that as to all matters as to which the National Board had jurisdiction the State board was precluded from acting.[5]

In *N. L. R. B.* v. *A. J. Tower Co.*, 329 U. S. 324, the Court upheld the Board's rule refusing to permit any challenges to be made to a voter's eligibility after the voter has cast his ballot and its identity has been lost through commingling with the other ballots. The Court recognized that the Board was merely applying the usual procedure followed in political and corporate elections, adding that "Long experience has demonstrated that once a ballot has been cast without challenge and its identity has been lost, its validity cannot later be challenged." In the case before the Court the application of this rule made it possible that the outcome of the election had been determined by the vote of a person who might not have been an employee at the time she cast her ballot, since the outcome of the election was determined by one vote. The court below had thought that the requirement that a union be selected by a majority of the employees in an appropriate unit was a jurisdictional requirement to the Board's finding that an employer had committed an unfair labor practice by refusing to bargain collectively with it. The Supreme Court rejected this argument, stating:

> The reliance of the court below upon the asserted jurisdictional requirement was misplaced. It is true that it is an unfair labor practice for an employer to refuse to bargain with a union only if that union was chosen by a majority of the voting employees. But the determination of whether a majority in fact voted for the union must be made in accordance with such formal rules of procedure as the Board may find necessary to adopt in the sound exercise of its discretion. The rule prohibiting post-election challenges is one of those rules. When it is applied properly, it cannot deprive the Board of jurisdiction to find an unlawful failure to bargain collectively. That is true even where it subsequently is ascertainable that some of the votes cast were in fact ineligible and that the result of the election might have been different had the truth previously been known. The rule does not pretend to be an absolute guarantee that only those votes will be counted which are in fact eligible. It is simply a justifiable and reasonable adjustment of the democratic process.

In *N. L. R. B.* v. *Donnelly Garment Co.*, 330 U. S. 219, the Court dealt with six problems arising out of a disagreement between the Board

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Act so as to prohibit the Board from certifying as the representative of plant guards who enforce plant rules against employees or other persons any union which admits or is affiliated directly or indirectly with a union which admits members other than plant guards.

[5] Here again the Labor Management Relations Act of 1947 amended the National Labor Relations Act to make explicit the congressional intention in the matter. Thus sec. 10 (a) *thereof was amended to provide that "the Board is empowered by agreement with any* agency of any State or Territory to cede to such agency jurisdiction over any cases in any industry, (other than mining, manufacturing, communications, and transportation except where predominantly local in character) even though such cases may involve labor disputes affecting commerce, unless the provision of the State or Territorial statute applicable to the determination of such cases by such agency is inconsistent with the corresponding provision of this Act or has received a construction inconsistent therewith."

and the Circuit Court of Appeals for the Eighth Circuit as to what the Board's duties and powers were in a situation where the circuit court had remanded a case to the Board for the purpose of receiving and considering evidence which the circuit court believed the Board had improperly excluded at its first hearing of the case. Although the circuit court's opinion remanding to the Board had been based on the exclusion by the Board of testimony of employees that they joined a plant union of their own free will, the circuit court held when the case was again before it that the Board should have granted a new trial rather than merely receive the testimony previously excluded. The Supreme Court pointed out that while the construction of a court of its own mandate is usually controlling, the relationship between an administrative agency and the courts is such that an administrative agency on such a remand need not give a new trial but may instead take merely the excluded evidence. The circuit court had further held that the Board had not considered the evidence as directed by the remand. Although the Board in its decision had stated that it had "carefully considered" the evidence, the circuit court thought this statement was negatived by a subsequent statement by the Board that evidence of this type had so generally proved unpersuasive as to warrant the view that it was immaterial. The Supreme Court held that this generalization by the Board as to the worth of the testimony did not overcome the Board's assurance that it had considered the evidence. The Supreme Court likewise reversed holdings of the circuit court that a trial examiner who has once erroneously excluded evidence is not the proper person to sit to receive such evidence on a remand; that the Board should have tried issues as to the violence engaged in at other plants by the charging union; that the Board should on the remand have received other evidence in addition to that which the circuit court in its remand opinion had directed the Board to receive; and that the Board had erred by limiting the employer on one issue to background events occurring 6 months prior to the formation of the plant union, while allowing the Board on another issue to show background events occurring 2 years earlier.

THE CIRCUIT COURTS OF APPEALS

I. Business located within a Territory held subject to the act

The Board's finding that a department store business operating in Puerto Rico was subject to its jurisdiction was upheld by the Circuit Court of Appeals for the First Circuit. *N. L. R. B.* v. *Gonzales Padin Co., Inc.*, 161 F. 2d 353. Following earlier judicial pronouncements,[6] the court held that Puerto Rico, while not incorporated into the United States is, nevertheless, an organized Territory to which Congress' plenary jurisdiction extends. The court therefore concluded that Congress had power to regulate commerce within Puerto Rico and pointed out that Congress had clearly intended to exercise such power when it defined commerce under the act as including "commerce * * * within any Territory of the United States" (sec. 2 (6)). The court added that Congress "intended to deal comprehensively with labor disputes affecting commerce," and, as in the case of

[6] *Cases* v. *U. S.*, 131 F. 2d 916, 920 (C. C. A. 1), certiorari denied, 319 U. S. 770, and cases cited therein.

the antitrust laws (*Puerto Rico* v. *Shell Co.*, 302 U. S. 253, 259), "to that end exercised all the power it possessed in the premises." Relying again on the *Shell* case (*supra*), the court took the view that the existence of a local labor relations statute did not affect the Board's jurisdiction under the Federal act. The broad basis on which the court thus rested the Board's jurisdiction made it unnecessary for it to consider the narrower ground alternatively relied on by the Board, i. e., the flow of goods from the United States to the Puerto Rican business.

2. Classes of persons whom the Board may properly find to be entitled to, or excluded from the benefits of the act

(*a*) *Supervisory employees.*—The Board's conclusion in the *Packard Motor Car Company* cases,[7] that supervisory employees were "employees" within the definition of section 2 (3) of the act and were thus beneficiaries of its guarantees, was judicially approved first by the Circuit Court of Appeals for the Sixth Circuit (*N. L. R. B.* v. *Packard Motor Car Co.*, 157 F. 2d 80) and finally by the Supreme Court (*Packard Motor Car Co.* v. *N. L. R. B.*, 330 U. S. 485, discussed at p. 42, *supra*). The principles laid down in the *Packard* case have since been applied in several cases decided by circuit courts of appeals.

In *N. L. R. B.* v. *Wyandotte Transportation Co.*, 162 F. 2d 101 (C. C. A. 6), the court held that the question whether first, second, and third mates on the employer's ships were "employees" for collective bargaining purposes, had been foreclosed by the Supreme Court's decision in *Packard* case. Observing that the gist of that decision was that the position of supervisory employees "is adverse to [the employer] in the matter of the terms of their employment," the court concluded that the closer relationship of the mates to the management in the present case, as compared with that of the foremen in the *Packard* case, was a difference in degree only, which did not justify the denial to them of bargaining rights. The same court, in *N. L. R. B.* v. *Budd Mfg. Co.*, 162 F. 2d 460, held that since, under the authority of the *Packard* case, foremen are "employees," interference with their organizational activities violated the act.[8]

In *Eastern Gas and Fuel Associates* v. *N. L. R. B.*, 162 F. 2d 864, the Sixth Circuit, on July 7, 1947, on the authority of the *Packard* decision held that a foreman was not barred from the protection of section 8 (3) and (1) of the act because he was a member of or active in a union of foremen, even though that union was affiliated with a national labor organization which also represented rank and file employees.

In *L. A. Young Spring and Wire Corp.* v. *N. L. R. B.*, 163 F. 2d 905, the Court of Appeals for the District of Columbia stated that no valid distinction could be drawn between the unit of foremen there involved and those involved in the *Packard* case on the basis of the relative extent of their managerial authority, and hence "except for interven-

[7] 61 N. L. R. B. 4, Tenth Annual Report (1945); 64 N. L. R. B. 1212, Eleventh Annual Report (1946).

[8] See also *American Steel Foundries* v. *N. L. R. B.*, 158 F. 2d 896, in which, prior to the disposition of the *Packard* case by the Supreme Court, the Circuit Court of Appeals for the Seventh Circuit expressly adopted the reasoning of the Sixth Circuit in the *Packard* case in holding that foremen who had been discharged because of their union activities were entitled to the protection of the act.

ing legislation, the *Packard* case would require * * * enforcement of the Board's order."[9]

The *Allis-Chalmers Mfg. Co.* v. *N. L. R. B.*, 162 F. 2d 435 (C. C. A. 7), case likewise turned on the Supreme Court's decision in the *Packard* case. In view of that decision, the employer abandoned the contention that its inspectors were not within the contemplation of section 2 (3) of the act because they were management representatives or supervisors. It therefore became unnecessary for the court to review the Board's conclusion that the inspectors involved were not actually supervisory employees.[10] Similarly, in *N. L. R. B.* v. *Swift and Co.*, 162 F. 2d 575 (certiorari denied October 20, 1947), the Third Circuit Court of Appeals enforced the Board's order directing the company to bargain with a unit of plant clerks and standard department checkers, because the *Packard* case had removed the basis for the company's contention that these employees were supervisors and hence not entitled to benefits of the act. Moreover, quoting from the Supreme Court's decision in *N. L. R. B.* v. *E. C. Atkins and Co.* (*supra*, p. 42; *infra*), the court also pointed out that it was primarily the Board's function to determine whether the clerks and checkers were "employees" within the meaning of the act, and that the Board's determination, having the requisite basis in the record and being in accordance with law, must be accepted.

(*b*) *Plant guards.*—The employee status of plant-protection personnel under section 2 (3) of the act, regardless of whether or not they are adjuncts of the military or civilian police, was upheld by the Supreme Court in *N. L. R. B.* v. *E. C. Atkins and Co.*, 331 U. S. 398, and *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 331 U. S. 416. See p. 42, *supra*. In harmony with these decisions, the Eighth Circuit Court of Appeals in *Wilson & Co.* v. *N. L. R. B.*, 162 F. 2d 310, and the Tenth Circuit Court of Appeals in *Armour and Co.* v. *N. L. R. B.*, 162 F. 2d 461, affirmed orders of the Board directing the respective employers to bargain with units of militarized and deputized plant-protection employees.

(*c*) *Agricultural laborers.*—In *N. L. R. B.* v. *John W. Campbell, Inc.*, 159 F. 2d 184 (C. C. A. 5), the Board had held that employees, working in the company's packing house and engaged exclusively in the mass production preparation of tomatoes for shipment to market, were not "agricultural laborers" within the exemption of section 2 (3) of the act. In so holding, the Board adhered to the distinction which it had consistently drawn between industrial activities connected with the processing and marketing of agricultural products and work incidental to ordinary farming operations.[11] In the Board's view, the commercial aspect of such activities is not changed by the fact that they involve exclusively the packing by the grower of his own produce on his own

[9] Because of the intervening passage of the Labor Management Relations Act of 1947, under which supervisory employees were excluded from the definition of employees, the court in that case set aside the order of the Board requiring the employer to bargain collectively with the foremen's representative, since "if allowed to stand, [the order] would operate in *in futuro* in a manner contrary to the amended statute." In the *Eastern Gas* case, *supra*, the Sixth Circuit subsequently modified its decree of enforcement, requiring reinstatement of and payment of back pay to the discharged foremen, "so as to be limited in its terms to the period ending August 22, 1947" (the effective date of the Labor Management Relations Act of 1947).

[10] On July 23, 1947, the court declined to entertain the company's supplemental petition for rehearing and to remand the case to the Board for the purpose of determining whether the inspectors concerned were supervisors within the meaning of sec. 2 (11) of the act of June 23, 1947, amending the Wagner Act, *inter alia*, by exempting supervisors from its operations, *supra*, p. 42, ftn. 3.

[11] Cf. Tenth Annual Report (1945), p. 62; Ninth Annual Report (1944), pp. 56–57.

land. However, the court rejected the Board's reasoning and held that the packing of produce for marketing is commercial only when it is done for compensation by a person other than the grower. In thus concluding that the operations of the packers here were "agricultural," since they were but incidental to the grower's marketing of his own products, the court attributed considerable weight to the definitions of "agricultural labor" in the Social Security Act and the Fair Labor Standards Act. Although recognizing that those definitions were not controlling, the court considered them persuasive because, in its view, the exemption of agricultural labor from the operation of those acts was motivated by the same legislative purpose as the corresponding exemption in the National Labor Relations Act, i. e., to relieve the distressed farmers from the burdens of this legislation. The court thus determined the coverage of the act in the light of other related legislation rather than with reference to the employees' need for collective bargaining, which the Board had used as a criterion in defining the scope of the "agricultural labor" exemption.

3. Circumstances under which the Board may properly find that an employer has interfered with a labor organization

In three decided cases, employers resisted the Board's findings of violations of section 8 (2) of the act upon the contention that the organizations in question were not "labor organizations" within the meaning of the act. *N. L. R. B.* v. *Jas. H. Matthews & Co.*, 156 F. 2d 706 (C. C. A. 3); *N. L. R. B.* v. *Industrial Metal Fabricators, Inc.*, 158 F. 2d 14 (C. C. A. 7); *N. L. R. B.* v. *American Furnace Co.*, 158 F. 2d 376 (C. C. A. 7). In the *Matthews* case, the employer operated under a so-called Multiple Management plan in which the employees participated through a "Manufacturing Board." The employer argued that this board merely performed the functions of a labor-management committee similar to those which were used during the war to obtain maximum production in war industries. The court, however, sustained the Board's finding that the activities of this employee organization were far broader and were regularly concerned with the various aspects of the employment relationship, and consequently that it was a "labor organization" within the statutory definition which includes any organization, agency, representation committee or plan "in which employees participate and which exists for the purpose * * * of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." In the *Industrial Metal* case, the court enforced a Board order based upon a finding that a labor-management committee, whose activities were predominantly concerned with subjects of collective bargaining, was a labor organization as defined in the act. The *American Furnace* case was concerned with three committees successively formed with the employer's assistance. The first two committees were organized for the sole purpose of initiating and prosecuting before the War Labor Board separate demands for more favorable terms of employment, and the third for similar purposes but in a more permanent sense. The court held that inasmuch as they represented employees vis-a-vis the management in matters concerning the betterment of working conditions, these "loosely-formed" committees were "labor organizations" within section 2 (5) of the act, even though there was

no continuity of organization from one to the other, and although they had no consitutions, bylaws, or revenues.

In a fourth case, *E. Anthony & Sons, Inc.*, v. *N. L. R. B.*, 163 F. 2d 22 (App. D. C.),[12] the employer sought to defend charges of discrimination on the ground that the employees concerned were active in a union which had been illegally assisted by the company's supervisors and which, the company argued, was therefore not a "labor organization" within the meaning of the act. Rejecting this contention, the court pointed out that the very objects of the employer interference proscribed by section 8 (2) of the act are "labor organizations," and that such interference does not result in the loss of their status as labor organizations, but only in their legal incapacity to maintain bargaining relations with the dominating employer. The court concluded that an employer cannot use his own violation of section 8 (2) of the act as the basis for a claim of immunity from the prohibitions of section 8 (3).

4. Circumstances under which the Board may properly find that an employer's expressions of opinion are coercive and hence not within the "free speech privilege"

The question of the constitutional limits within which an employer may verbally endeavor to influence his employees by conveying to them his views on organized labor has again been litigated in a considerable number of cases. In each case the decision turned upon whether or not the court agreed with the Board's conclusion that the utterances were *coercive*, either intrinsically or because of extraneous circumstances,[13] and therefore were not within his constitutional privilege.

In *N. L. R. B.* v. *Bird Machine Co.*, 161 F. 2d 589, the First Circuit Court of Appeals held that a written statement, which might have been privileged if standing alone, was properly evaluated by the Board as a confirmation of previous coercive utterances and therefore as likewise coercive. It was unimportant, the court added, that the Board had subsequently held protected a similar statement unaccompanied by a coercive course of conduct.

The Sixth Circuit Court of Appeals in *N. L. R. B.* v. *Monumental Life Insurance Co.*, 162 F. 2d 340, and the Eighth Circuit Court of Appeals in *N. L. R. B.* v. *Winona Textile Mills, Inc.*, 160 F. 2d 201, affirmed the principle that the Board need not consider an employer's expressions relative to organizational matters in isolation but may determine their potential effects in the light of other conduct. In both cases the Board's conclusion that the utterances involved were coercive, and therefore not protected, was sustained.

In *N. L. R. B.* v. *Kopman-Woracek Shoe Mfg. Co.*, 158 F. 2d 103 (C. C. A. 8), the court held that warnings by supervisors that the plant would be shut down and the employees would be walking the streets if they should recognize the union were not protected as "mere expressions of opinion." The Sixth Circuit, in *N. L. R. B.* v. *Peterson*, 157 F. 2d 514 (C. C. A. 6), certiorari denied 330 U. S. 838, entertained a similar view in regard to an employer's statement that certain employees had "stuck their necks out" by joining the union. And in *N. L. R. B.* v. *Continental Oil Co.*, 159 F. 2d 326 (C. C. A. 10), the

[12] Certiorari denied, October 13, 1947.
[13] Cf. Eleventh Annual Report (1946), pp. 56–57; Tenth Annual Report (1945), pp. 62–63.

court attributed the coercive nature of the statements in large measure to the vehemence of the animus which they disclosed against the union, taken in connection with the speaker's immediate power over the jobs of the employees addressed.

5. Compelling employees on company time and property to listen to employer's views on unionization as interference, restraint, and coercion

In *N. L. R. B.* v. *Clark Bros.*, 163 F. 2d 373, the Second Circuit Court of Appeals considered the Board's ruling that the employer's use of his economic power over employees to compel them, on company time and premises, to listen to his views on self-organization and collective bargaining was an invasion of their rights under the act, quite apart from whether the statements were themselves coercive. The Board's view was that the right of self-organization under the act entailed the right of the employees to be free to determine for themselves whether to receive aid, advice or information on matters of self-organization and collective bargaining, and that the employer's use of his economic power over employees by compelling them, on company time and property, to assemble and listen to his views on self-organization was an invasion of that freedom and, hence, an unlawful interference with their rights under the act. The court agreed that prior cases dealing with the right of "free speech" were inapposite, since in none of them had the Board passed upon the precise question of the effect of such use of economic power by an employer. Hence, said the court, "no precedent controls the case at bar."[14] On the merits, the court thought that because the Board's finding of coercion could be sustained on the basis of the fact that the employer there had, prior to a Board election, engaged in other unfair labor practices and had "entered upon an aggressive campaign which wound up with the president's speech at the compulsory meeting one hour before the voting began," the case did not require "laying down so broad a rule" as the Board urged. The court said, "An employer has an interest in presenting his views on labor relations to his employees. We should hesitate to hold that he may not do this on company time and pay, provided a similar opportunity to address them were accorded representatives of the union." In the decree subsequently entered, the court qualified the prohibition in the Board's order against "compelling . . . employees during working time to listen to speeches relating to self-organization * * *" by the proviso that the employer accord a similar opportunity to the union to address the employees.

6. Circumstances under which the proviso of section 8 (3) is not a valid defense to discrimination charges

The principle announced by the Supreme Court in *Wallace Corp.* v. *N. L. R. B.*, 323 U. S. 248,[15] that the closed-shop proviso does not sanc-

[14] In *N. L. R. B.* v. *Montgomery Ward & Co.*, 157 F. 2d 486 (C. C. A. 8), the court addressed itself to a contention made in the Board's brief that the employer's speech there involved was coercive because, among other reasons, it was made to a "compulsory audience" of employees. However, the Board in that case had not passed upon the matter decided in the *Clark Brothers* case. The Board had predicated its finding that the speech in that case was coercive because uttered in a context of six discriminatory discharges. The court was of the opinion that none of these discharges was discriminatory. Hence, the speech had to be viewed standing alone. Since the speech, standing alone, was devoid of threats, the finding that it was coercive was set aside.

[15] See Tenth Annual Report (1945), pp. 57–58.

tion the discharge of employees whom the contracting union has expelled for the purpose of penalizing them for their activities on behalf of a rival union, furnished the basis for decision in two cases. *Local No. 2880, Lumber & Sawmill Workers Union, etc.* v. *N. L. R. B.*, 158 F. 2d 365 (C. C. A. 9);[16] *N. L. R. B.* v. *American White Cross Laboratories, Inc.*, 160 F. 2d 75 (C. C. A. 2). However, while the *Wallace* case was concerned with a closed-shop contract made and utilized by the contracting union for the purpose of eliminating from its membership employees who had previously opposed it, the *Local No. 2880* and *American White Cross* cases involved situations in which the contracting unions sought to discipline members who, in anticipation of the expiration of existing closed-shop contracts, had initiated action to bring about a change of bargaining representatives. In each case the Board had applied the doctrine, first announced in *Matter of Rutland Court Owners, Inc.*, 64 N. L. R. B. 587, 46 N. L. R. B. 1040,[17] that in order to preserve the employees' statutory right to bargain through freely chosen representatives, employees subject to a closed-shop contract must be at liberty, during a limited time preceding its termination, to initiate proceedings for and, if they saw fit, sponsor the election of a new representative without incurring the risk of discharge for doing so; or, conversely, that the basic policies of the act are diametrically opposed to exploitation of a closed-shop contract for the purpose of perpetuating the representative status of the contracting union by the periodic expulsion and discharge of employees who attempt to transfer their affiliation. The Board's reasoning was approved expressly in the *Local No. 2880* case, and implicitly in the *American White Cross* case. Both courts sustained the Board's conclusion that the discharges, pursuant to the respective closed-shop contracts, were discriminatory in view of the employer's awareness of the reasons for the union's discharge request. Both courts held that the situations came within the rule of the *Wallace* case. Moreover, in the *American White Cross* case, the court concurred in the Board's view that the Supreme Court had, in the *Wallace* case, condemned the discharges solely because of the employer's knowledge of the contracting union's improper intentions and not, as the employer contended, on the theory that the contract there was entered into with an employer-dominated organization or because of any collusion on the part of the employer. The court also held that the Board's remedial powers in the case were unaffected by the availability to the employees of a private remedy against the defaulting union.[18]

In *Colonie Fibre Co., Inc.*, v. *N. L. R. B.*, 163 F. 2d 65, the Second Circuit Court of Appeals held that the doctrine of the *Wallace* and *American White Cross* cases was likewise applicable where the discharge of employees was obtained under the terms of a retroactive

[16] Certiorari granted, 331 U. S. 798. (Commonly known as the *Portland Lumber Mills* case.) Certiorari dismissed January 5, 1948.

[17] See Eighth Annual Report (1943), p. 34.

[18] In *Aluminum Co. of America* v. *N. L. R. B.*, 159 F. 2d 523, the Seventh Circuit Court of Appeals set aside an order in which the Board directed the reinstatement of an employee who had been discharged pursuant to a maintenance-of-membership agreement. The Board had rested its decision solely on the ground that the contract was no longer in force when the discharge took place, and therefore refrained from passing upon the alternative question of whether the discharge would not have been illegal even if the contract had been in force. The court held that the contract was in existence at the time of the discharge, and therefore was a valid defense under the "closed shop" proviso of sec. 8 (3). The court's attention had also been called to the *Rutland Court* doctrine (*supra*) which the trial examiner, though not the Board, had assigned as an alternative basis for his finding of discrimination in the case. The court's dictum rejects that doctrine.

maintenance-of-membership agreement. The court adopted the Board's conclusion that the provisions of section 8 (3) of the act cannot be construed as protecting agreements which are intended to operate retroactively so as to require membership in the union during a period preceding the date of the making of the agreement, since the inevitable effect would be to impair substantially the statutory freedom of employees to select representatives.[19]

7. Remedial action which the Board may require to correct unfair labor practices

The Second Circuit Court of Appeals, in *Independent Employees Association of The Neptune Meter Co.* v. *N. L. R. B.*, 158 F. 2d 448, enforced an order in which the Board, on a finding that an employer had dominated and supported two successive labor organizations, prohibited the employer indefinitely from recognizing or dealing with any labor organization until and unless the organization was certified by the Board. The court concurred in the Board's view that the employer's persistent interference with the choice of bargaining agents by its employees, over a long period of time, necessitated a "breathing spell" in order to promote conditions under which the employees could freely select representatives. The court upheld the indefinite prohibition against future recognition of any uncertified labor organization as a reasonable exercise by the Board of its broad discretion to devise remedies which are adapted to the specific violation found. Here the domination of a successor labor organization, coming fast upon the domination of the predecessor which had been ordered disestablished in a prior Board proceeding, established the requisite justification for the precautionary measure taken by the Board.[20] In *N. L. R. B.* v. *Winona Knitting Mills*, 163 F. 2d 156 (C. C. A. 8), the Board upon a finding that an employer had assisted a labor organization in a manner short of the illegal domination and support prohibited by section 8 (2), prescribed, not permanent withdrawal of recognition, but merely nonrecognition until future certification by the Board. In upholding the Board's order, the court applied its prior decision in *Elastic Stop Nut Corp.* v. *N. L. R. B.*, 142 F. 2d 371, cert. denied 323 U. S. 722, enforcing a like prohibition in a similar situation.

Principles Established or Reaffirmed Relating to the Administration of Section 9 of the Act (Representation cases)

1. Determination of the appropriate bargaining unit

In the cases in which employers resisted the Board's bargaining orders, wholly or in part on the ground that the Board's determination of the bargaining unit was improper, the courts have invariably adhered to the principle that unit determinations are peculiarly a matter for the Board's expert judgment and will be disturbed only where there is a clear abuse of discretion. In each case the Board's findings were sustained.

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[19] Sec. 8 (b) (2) of the Labor Management Relations Act, 1947, now makes it an unfair labor practice for a union to cause an employer to discriminate aginst employees to whom membership in a union is denied on grounds other than the nonpayment of fees or dues.

[20] The court noted that in *N. L. R. B.* v. *Jersey Maid Corp.*, May 2, 1941 (unreported), the Third Circuit Court of Appeals, in a contempt proceeding, where the employer, after entry of a decree requiring him to withdraw recognition from a dominated organization, assisted and dominated a successor thereto, enjoined future recognition of any labor organizations for 1 year until and unless certified by the Board.

The segregation by the Board of a craft group in a unit apart from production and maintenance employees was held proper in view of the long history of separate bargaining through a union with which the group continued to be affiliated. The court agreed with the Board that a rival union which did not represent a majority of the craft group was not entitled to represent the craft employees in the over-all unit in which it allegedly had a majority. *N. L. R. B.* v. *W. C. and Agnes Graham*, 159 F. 2d 787 (C. C. A. 9).

The recognition by the Board of one of two operating divisions of a bus company as a separate bargaining unit was approved by the Fourth Circuit Court of Appeals in *N. L. R. B.* v. *Norfolk Southern Bus Corp.*, 159 F. 2d 516, cert. denied 330 U. S. 844. The court fully sustained the Board's conclusions (1) that the company's divisions were so organized as to render feasible separate bargaining for one of them; and (2) that, although a company-wide unit would not be inappropriate, the fact that the union had confined its organizational activity to one division and that the employees in the other division did not incline towards unionization were sufficient reason to establish a one-divisional unit. The court agreed with the Board that the appropriateness of such a unit was indicated where the company itself treated the geographically separated divisions as distinct entities by placing each in charge of a different bus master, by maintaining separate seniority lists, and by avoiding interchange of drivers between divisions. The court also held that in determining the appropriateness of a divisional unit it was proper for the Board to take into consideration the circumstances that present organization was limited to one division, and that establishment of a company-wide unit would indefinitely postpone the possibility of collective bargaining for all of the company's employees, a consequence which would be inconsistent with the purpose of the act, i. e., to encourage collective bargaining. The court noted the Supreme Court's earlier approval of the rule that the current extent of organization is a relevant factor in the determination of bargaining units. See *N. L. R. B.* v. *Hearst Publications*, 322 U. S. 111, 134; *May Department Stores* v. *N. L. R. B.*, 326 U. S. 376, 379–380.[21]

The appropriateness of the unit was also in issue in several of the cases where the employer's primary contention was that the workers involved were not "employees" under the act (*supra*, pp. 42, 45–46). In *Packard Motor Car Co.* v. *N. L. R. B.*, 330 U. S. 485 (*supra*, p. 42), the Supreme Court affirmed the holding of the Sixth Circuit Court of Appeals that the inclusion in a unit of foremen with varying degrees of responsibility and authority was a proper exercise of the Board's administrative discretion. The same Circuit Court subsequently applied the principle of the *Packard* case in *N. L. R. B.* v. *Wyandotte Transportation Co.*, 162 F. 2d 101. This case concerned a unit of licensed shipmates which included the first mate who had a measure of control over the others.

In a number of cases, the certification of representatives was challenged upon the grounds that the duties of the employees in the unit, if not supervisory, were so closely related to management that it was inappropriate for the Board to certify as bargaining representative

[21] Discussed in Eleventh Annual Report (1946), pp. 53–54, 60. Note that the amendment of the National Labor Relations Act of June 23, 1947 (Labor Management Relations Act, 1947, sec. 9 (c) (5)) provides that "In determining whether a unit is appropriate * * * the extent to which the employees have organized shall not be controlling."

for that unit a motion affiliated with rank and file. This was urged in a case involving inspectors (*Allis-Chalmers Mfg. Co.*, v. *N. L. R. B.*, 162 F. 2d 435 (C. C. A. 7)), a case involving clerks and record checkers (*N. L. R. B.* v. *Swift & Co.*, 162 F. 2d 575 (C. C. A. 3), cert. denied October 20, 1947)), and in two cases involving plant guards (*Wilson & Co.* v. *N. L. R. B.*, 162 F. 2d 310 (C. C. A. 8); *N. L. R. B.* v. *Armour & Co.*, 162 F. 2d 461 (C. C. A. 10)). The contention was that for that class of employees to be represented by a rank and file affiliate would give rise to conflict in loyalty to management on the one hand and to the union on the other, which would impair the efficiency of their performance. In the *Wilson* and *Armour* cases, the certification was challenged upon the additional ground that it presented a conflict between the plant guards' public duties arising from their militarization and their loyalty to the union. In line with the decision of the Supreme Court in *N. L. R. B.* v. *Jones & Laughlin Steel Corp.*, 331 U. S. 416 (*supra*, p. 42) upholding a certification of a rank and file affiliate as bargaining representative of a unit of plant guards who were militarized at the time of the certification and members of the police force at the time of the remand to the circuit court of appeals,[22] the Board's certification and bargaining order in each of the four cases above cited were upheld by the respective circuit courts of appeals. In the *Allis-Chalmers* case, the court specifically pointed out that the Board, after taking full cognizance of the peculiar functions of the inspectors concerned, properly rejected the contention that the performance of those functions would be adversely affected by the inspectors' affiliation with the representative of the employees whose work they could accept or reject. The court also noted the Board's consideration of the fact that the disciplinary powers of the employer were adequate to cope with any inefficiency on the part of the inspectors in the discharge of their duties.[23]

2. The Board's certification of a bargaining representative remains effective for at least a reasonable period

The rule that the majority status of a union once established by the Board continues and may not be unilaterally disregarded by the employer was applied without elaboration in *N. L. R. B.* v. *Harris-Woodson Co., Inc.*, 162 F. 2d 97 (C. C. A. 4). See also *Semi-Steel Casting Co.* v. *N. L. R. B.*, 160 F. 2d 388 (C. C. A. 8) (discussed below, p. 54–55).

The further question of the length of time during which a Board certificate should be deemed valid and binding was before the Court in *N. L. R. B.* v. *Gatke Corp.*, 162 F. 2d 252 (C. C. A. 7). The case concerned the propriety of the Board's administrative determination

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[22] See Eleventh Annual Report, p. 63.

[23] See also *Jones & Laughlin Steel Corporation* v. *United Mine Workers of America, et al.*, 159 F. 2d 18 (App. D. C.), cert. denied 331 U. S. 828. In this case the company contended that the United States Government, while in possession of its mines, had exceeded its authority by bargaining with an affiliate of the United Mine Workers (U. T. C.) on behalf of a unit of supervisory employees, *inter alia*, because the same union also represented the company's rank and file employees, and because under State law the supervisors involved were charged with the enforcement of the mine safety laws. While declining to pass upon the validity of the Board's certification of the U. T. C., the court nevertheless approved the Board's conclusion that there was no reason to assume that membership of the supervisors and their subordinates in the same union would be an obstacle to the proper enforcement of safety regulations intended for the protection of rank and file and supervisory personnel alike.

Note that sec. 9 (b) of the Labor Management Relations Act of June 23, 1947, provides that "no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership or is affiliated directly or indirectly with an organization which admits to membership employees other than guards." See *supra*, p. 42, ftn. 4.

that the normal 1-year period in which a certification was binding should be extended, where the certified union has been delayed in consummating a bargain with the employer during the pendency of proceedings before the National War Labor Board. As explained by the Board in the leading case, which gave its name to that doctrine, *Matter of Allis-Chalmers Mfg. Co.*, 50 N. L. R. B. 306,[24] such a rule is calculated to protect the bargaining rights of a union which had voluntarily accepted the orderly procedures provided for the peaceful settlement of wartime labor disputes and which had thus been compelled to suspend its normal bargaining functions during a period beyond its control. The court held that in the presence of factors comparable to those which the Board had considered in the *Allis-Chalmers* case, as well as the employer's hostility to the union and his dilatory tactics which tended to discredit it with the employees, it was within the Board's power to direct that the employer bargain with the union notwithstanding the lapse of more than 1 year since its certification. The termination of the efficacy of a certification, the court concluded, must be determined in the light of the facts in each case.

In *N. L. R. B.* v. *American-Marsh Pumps, Inc.*, October 24, 1946, (unreported), the Sixth Circuit Court of Appeals enforced, without opinion, a bargaining order issued by the Board under similar circumstances. The court thus implicitly approved the Board's conclusion that 1 year had not been a reasonable period within which the union could establish effective bargaining relations, where the union had been compelled to await the disposition of contract disputes which it had promptly submitted to the War Labor Board.

3. Methods and standards the Board may apply in ascertaining bargaining representatives

In *Semi-Steel Casting Co. of St. Louis* v. *N. L. R. B.*, 160 F. 2d 388,[25] the Eighth Circuit Court of Appeals, on enforcing the Board's order, reviewed and approved in several respects the Board's procedures for determining representatives.

(*a*) *Consent election procedure.*—In view of the employer's attack upon certain rulings of the regional director relative to the conduct of a consent election, the court reviewed the terms of the consent-election agreement which the Board customarily employs and which provides that the regional director's rulings shall be final unless arbitrary or in conflict with the act or the policies of the Board. Noting that the purpose of the agreement is to expedite the disposition of representation cases,[26] the court stated that it is imperative for the employer to be bound by the agreement, since otherwise, as the Board had concluded in *Matter of Capitol Greyhound Lines*, 49 N. L. R. B. 156,[27] the employer could at will delay the final determination of a representative and thus defeat the object of the Board's consent-election procedure.

(*b*) *Determination of election results on basis of number of valid votes cast.*—The Board held that a regional director had properly rejected an employer's contention that the results of an election should

[24] See Eighth Annual Report (1943), pp. 47, 48. For subsequent applications of the rule see Ninth Annual Report (1944), p. 28; Tenth Annual Report (1945), p. 22.
[25] Certiorari denied October 13, 1947.
[26] The Board's consent election procedure is fully described in the Ninth Annual Report (1944), pp. 9–10.
[27] Enforced in *N. L. R. B.* v. *Capitol Greyhound Lines*, 140 F. 2d 754 (C. C. A. 6), certiorari denied 322 U. S. 763; see Ninth Annual Report (1944), p. 61.

have been ascertained by counting all the votes cast, rather than by counting only valid votes. The court approved the Board's established practice in this respect, holding that, in the absence of controlling statutory provisions, it is within the Board's discretion to select any methods which, in its judgment, assure the certain and final ascertainment of the results of an election, provided the methods selected are consistent with the statutory majority rule and preserve the secrecy of the ballot. Concluding that the elimination of invalid ballots from the count had the desired effect of securing certainty and finality within the framework of the act, the court recognized, on the one hand, that the voter who fails to express his choice clearly has contributed no more to the result of the election than eligible voters who do not vote at all. On the other hand, the court held that testimonial clarification of the voter's actual intention would destroy the secrecy of the ballot.

(*c*) *Invalidity of ballot.*—The court sustained the Board's finding that a regional director properly rejected one ballot which was marked in both the "Yes" and "No" boxes, and another ballot which, instead of being marked "X" in one of the two boxes, bore the voter's signature near the "No" box. Concerning the first of these ballots, the court concurred in the Board's view that its author, rather than expressing a choice, had in effect abstained from so doing. The second rejected ballot, the court agreed, was invalid since the voter's action violated specific instructions that ballots should not be signed. The court concluded that to count signed ballots and to permit the voter to testify, where his actual choice cannot be ascertained from the ballot, would expose the voter to coercion in the exercise of his choice and would therefore defeat the very purpose of the rule of secrecy embodied in the act. The court declined to interpret the act in the light of certain State laws which the employer had cited in support of the proposition that signed ballots may be counted.

(*d*) *Election observers.*—Acknowledging that the granting of permission to interested parties to have observers at an election is exclusively a matter within the discretion of the Board, the court rejected the claim of opponents of the union that, as a matter of right, they were entitled to separate representation at the polls. The Board had pointed out to the court that it would have been impossible in advance of the election to identify the group of employees who opposed the union without violating the secrecy of the ballot. Moreover, the court noted that the opponents of the union did not request representation by observers before the election and did not show that they were in any way prejudiced by the conduct of the election or the determination of its results.[28]

Effect of Wartime Labor Legislation Upon the Administration of Section 8 (3) of the Act

The Sixth Circuit Court of Appeals in *Harold Hamilton* v. *N. L. R. B.*, 160 F. 2d 465,[29] ruled upon (1) whether a spontaneous strike

[28] Compare the similar holding of the Supreme Court in *N. L. R. B.* v. *A. J. Tower Co.*, 329 U. S. 324, *supra*, p. 43.

In the *Semi-Steel Castings* case, the court also upheld the Board's ruling that the opponents of the union were not entitled to intervene in the unfair labor practice proceeding as a matter of right. The Board's order, the court observed, was directed only against the company and the employees were therefore not necessary parties. The court concluded that the Board did not abuse its discretion in denying the union-opponents' motion for intervention, since the defense which they sought to interpose was identical with that made by the employer, and, therefore, the sole effect of their intervention would have been to delay the proceedings before the Board.

[29] Certiorari denied *sub. nom. Kalamazoo Stationery Co.* v. *N. L. R. B.*, October 13, 1947.

by the rank and file employees of a war contractor violated the notice and 30-day "cooling-off" period provisions of section 8 of the War Labor Disputes Act; and (2), if so, whether the striking employees were thereby deprived of the protection of the National Labor Relations Act. As to (1), the court construed section 8 (a) (2) of the War Labor Disputes Act as prohibiting employees from striking during the 30-day "cooling off" period and as subjecting any violations of the provision to the penalties of that law. Thus the court rejected the Board's view, previously supported by a decision of the United States District Court of the Eastern District of Pennsylvania in *France Packing Co.* v. *Dailey*, 67 F. Supp. 841, that the legislative history, and particularly section 6 of the War Labor Disputes Act which expressly reserved the right of rank and file employees in Government-operated plants to cease work, negatived any congressional intent to limit the right of employees to engage in a strike in a privately operated war plant.[30] As to (2), the court, although of the view that the strike was in violation of section 8 of the War Labor Disputes Act, upheld the Board's view that the legislative history of that statute disclosed a clear intent on the part of Congress not to make such violations punishable by loss of rights under the National Labor Relations Act. The court also agreed with the Board that the fact that the strike was in violation of a similar "cooling-off" requirement imposed by the State statute did not deprive the employees of the protections of the National Labor Relations Act, on the principle that in a conflict between the policies of a Federal and State law, it is the former that prevails.

Principles of Administrative Law

The circuit courts of appeals generally adhered to the standards by which they had previously been guided in reviewing Board orders. In two instances they again emphasized the importance of respecting the judgment of the Board, even on questions of law whose final determination is reserved to the courts such as the construction of the provisions of the act. In *Local No. 2880, Lumber & Sawmill Workers Union, etc.*, v. *N. L. R. B.*, 158 F. 2d 365 (C. C. A. 9),[31] *supra*, p. 50, the court observed that the Board's conclusion that the closed-shop proviso does not permit the discharge of an employee for dual unionism was so manifestly reasonable as to be binding upon the court under the rule announced by the Supreme Court in *Medo Photo Supply Corp.* v. *N. L. R. B.*, 321 U. S. 678, 681, that upon "questions of law the experienced judgment of the Board is entitled to great weight."[32] Similarly, the Eighth Circuit Court of Appeals, approving election procedures which the Board had considered within the requirements of section 9 (c) of the act, took into consideration the special fitness of the Board to interpret the statute whose administration was entrusted to its care. *Semi-Steel Casting Co.* v. *N. L. R. B.*, 160 F. 2d 388, *supra*, pp. 54–55.

[30] The Board had taken the position that the sole purpose of sec. 8 was to penalize representatives of employees of a war contractor who failed to file a strike notice as required by that section.
[31] Certiorari granted, 331 U. S. 798. Dismissed January 5, 1948.
[32] Other aspects of that case are discussed in Ninth Annual Report (1944), pp. 53–54.

The effect of the provisions of the Administrative Procedure Act[33] upon the review of the Board's orders was in issue in *N. L. R. B.* v. *Thompson Products Co., et al.*, 162 F. 2d 287 (C. C. A. 6).[34] Enforcement proceedings in this case were instituted nearly a year before the enactment of the Administrative Procedure Act. The Board therefore pointed out to the court that in the absence of provisions indicating that the statute was clearly intended to have retroactive effect, general rules of statutory construction required that no such effect be attributed to it. Nevertheless, the court held that the standards of review laid down in the Administrative Procedure Act were controlling. Contrary to the Board's view, the court apparently was of the opinion that its review powers had been enlarged by the statute and permitted it, not only to test the substantiality of the evidence supporting the Board's findings, but also to make additional findings on the basis of undisputed testimony.

Cases in Which the Board's Order Was Denied Enforcement in Whole or in Part

During the past year, the Board's request for enforcement of its order was wholly denied in 10 circuit court cases, compared with 49 in which its orders were enforced in full, and 10 others in which they were modified.

In *N. L. R. B.* v. *Montgomery Ward & Co., Inc.*, 157 F. 2d 486 (C. C. A. 8), *supra*, p. 49, ftn. 14, and in *N. L. R. B.* v. *Reynolds International Pen Co.*, 162 F. 2d 680 (C. C. A. 7), the orders were set aside because of the court's conclusion that the Board's unfair labor practice findings did not have sufficient evidentiary support. In the *Montgomery Ward* case, the court took the view that employees who refused to perform additional duties which they believed had been transferred to them for the purpose of breaking a strike at another plant, did not engage in activity protected by the act, but in conduct which rendered them validly subject to discharge for insubordination. In the *Reynolds* case, the court held that a walk-out of employees did not constitute protected activity, since it was staged in protest against the removal of a foreman, which the court deemed a management prerogative.

In *Timken Roller Bearing Co.* v. *N. L. R. B.*, 161 F. 2d 949 (C. C. A. 6), the court denied enforcement, because of its disagreement with the Board's conception of the nature of the employer's duty to bargain. Holding that the employer's statutory duty does not become merged in the contractual obligations of a collective agreement, the Board had found that the employer unlawfully refused to bargain when he insisted that, as a condition to the resumption of negotiations, the union abandon a strike which violated its no-strike agreement. The court, however, took the view that although the statutory duty to bargain is absolute, the provisions of a collective agreement, purporting to regulate the manner in which all matters properly the subject of bargaining shall be dealt with, are binding on the contracting parties. Consequently, the court held that it was proper for the employer to insist upon the observance of contractual procedures and that the employer's offer to bargain with the union concerning the causes of the strike and other matters, upon condition that the union

[33] 5 U. S. C. A., secs. 1001 *et seq.*
[34] See also *infra*, p. 59.

terminate the strike and resort to the contractual grievance procedures, did not constitute a refusal to bargain. In the court's opinion, the grievance procedures were intended to be followed in the negotiation of all matters regardless of their individual or general character. The court rejected the Board's further finding that the employer had independently violated section 8 (5) by refusing to bargain with respect to the matter of subcontracting, which the employer contended was a "management prerogative" falling outside the scope of its duty to bargain. The court considered that the only question involved was whether or not the management clause of the collective agreement covered the matter of subcontracting. The court held, therefore, that the question should have been settled in accordance with the contractual grievance procedure which was applicable to all disputes involving the interpretation of the contract. Since the union had failed to raise the question in the form of a grievance, the court concluded, the employer was under no duty to bargain in respect to this matter.

The court's refusal to enforce the Board's order in *N. L. R. B.* v. *Norris, Inc.*, 162 F. 2d 50 (C. C. A. 5), was predicated upon the conclusion that the union, which the Board had certified, had not been designated by a majority of the employees and that the employer therefore was under no obligation to bargain with it. The determinative issue, decided adversely to the Board, was whether or not there was substantial evidence to support the Board's findings with regard to the eligibility of certain employees who had participated in the election and whose votes had been challenged.

In *N. L. R. B.* v. *The Perfect Circle Co.*, 162 F. 2d 566 (C. C. A. 7), the court, with one judge dissenting, declined to enforce an order in which the Board directed the reinstatement of four employees who had been discharged because during a strike, they left the picket line, and so interfered with a management representative's access into the plant as to lead him to believe that he was being debarred from entering. The court took the view that, although no violence had been employed or threats made, the request of the strikers that the management representative not enter the plant was made under circumstances that led him to believe that his entering would be at the risk of violence. The court held that under these circumstances, the employees' conduct was analogous to a seizure of the employer's property such as was condemned in *N. L. R. B.* v. *Fansteel Corp.*, 306 U. S. 240.

The reversal of the Board by the respective courts in *N. L. R. B.* v. *Ross Gear and Tool Co.*, 158 F. 2d 677 (C. C. A. 7), and *N. L. R. B.* v. *Brown Co.*, 160 F. 2d 449 (C. C. A. 1), was predicated solely upon the finding that the Board's orders lacked sufficient evidentiary support. In the *Ross Gear* case the court concluded that the employee whose reinstatement the Board directed had committed an act of insubordination. The employee had been requested by her superior to report to his office. The employee, believing that she was being called in regard to a pending grievance, refused to report unless accompanied by a union representative. The court held there was no reasonable basis for the employee's belief. The issue in the *Brown* case was whether the employer had unlawfully interfered with an unaffiliated labor organization of its employees.

In *N. L. R. B.* v. *Caroline Mills, Inc.*, 158 F. 2d 793 (C. C. A. 5), the court set aside an order based upon a finding that an employer

had by coercive statements interfered with his employees' choice of representatives in an election. The court, without specifying the contents of the statements, described them in general terms, as being devoid of threats. The court in its original opinion also noted that the statements did not, in fact, coerce the employees. On motion of the Board directing the court's attention to the fact that, under controlling authority, not actual effect but only the reasonable tendency of the remarks made was controlling, the court struck that comment from its opinion.

The bases of the adverse decisions in *N. L. R. B.* v. *John W. Campbell, Inc.*, 159 F. 2d 184 (C. C. A. 5); and *Aluminum Co. of America* v. *N. L. R. B.*, 159 F. 2d 523 (C. C. A. 7), have been discussed above, at pp. 46–47 and 50, ftn. 18, respectively.

In 5 of the 10 other cases, in which enforcement was denied only in part, the Board's order was modified to the extent that it related to findings of unfair labor practices which in the court's opinion were not supported by substantial evidence. *N. L. R. B.* v. *Jas. J. Matthews & Co.*, 156 F. 2d 706 (C. C. A. 3), *supra*, p. 47); *N. L. R. B.* v. *Kopman-Woracek Mfg. Co.*, 158 F. 2d 103 (C. C. A. 8) (*supra*, p. 48); *N. L. R. B.* v. *Winona Textile Mills, Inc.*, 160 F. 2d 201 (C. C. A. 8), *supra*, p. 48); *N. L. R. B.* v. *Thompson Products, Inc., et al.*, 162 F. 2d 287 (*supra*, p. 57); *N. L. R. B.* v. *Scullin Steel Co.*, 161 F. 2d 143 (C. C. A. 8).

In *Wells, Inc.* v. *N. L. R. B.*, 162 F. 2d 457 (C. C. A. 9), the court declined to enforce that part of the Board's order which directed the reinstatement of a supervisory employee discharged because of his activity in behalf of one of two rival labor organizations. The court recognized that the discharge was discriminatory, since it was motivated by the employer's hostility to the union with which the supervisor was affiliated, and not by a desire to protect the employer's neutrality. However, the court concluded that in view of the Board's finding that the supervisor had illegally assisted the union of his choice, it was improper to order his reinstatement and thus to subject his subordinates further to his influence in matters of organization. In *N. L. R. B.* v. *Bonita Fruit Co., Inc.*, 158 F. 2d 758 (C. C. A. 5), an order directed both against the immediate employer and its corporate transferor was enforced only against the former. The Board had held that a joint order was appropriate since the ownership of the new corporation, as well as the direction of its affairs and labor relations, remained in the hands of the same individuals who initiated its incorporation. Moreover, the Board had taken into consideration that the person in charge of the operations of the old organization continued in his position after the transfer and was directly responsible for the perpetration of the unfair labor practices both before and after the transfer. The court, although recognizing the responsibility of each corporation for the acts of the superintendent while in their respective employ, based its reversal on the finding that the new corporation was a separate corporate entity and was alone responsible for, and in a position to remedy, acts of discrimination by its agents. The court declined to enforce the order against the predecessor corporation to the extent that it was calculated to remedy unfair labor practices committed prior to the transfer.

Minor modifications of the Board's orders in *Independent Employees Association, etc.* v. *N. L. R. B.*, 158 F. 2d 448 (C. C. A. 2), (*supra*, p.

51) resulted in part from the fact that the employer had already complied with one of the orders directing the disestablishment of dominated unions. In the remaining two cases, modification was confined to a limitation of the "cease and desist" provisions of the Board's order. *N. L. R. B.* v. *Swift and Co.*, 162 F. 2d 575 (C. C. A. 3), cert. denied October 20, 1947, (*supra*, p. 53); *N. L. R. B.* v. *American-Marsh Pumps, Inc.*, October 24, 1946 (C. C. A. 6), unreported (*supra*, p. 54).

Proceedings In Aid of Effectuating Compliance With Decrees

1. Remand for consideration of compliance questions

In *The Wallace Corp.* v. *N. L. R. B. et al.*, 159 F. 2d 952, the Fourth Circuit Court of Appeals granted the Board's request that the case, in which enforcement of an order had previously been granted,[35] be remanded for the purpose of supplemental hearings on questions concerning the back pay and reinstatement obligations of the employer. The court thus followed the practice inaugurated by the Second Circuit of Appeals in *N. L. R. B.* v. *New York Merchandise Co.*, 134 F. 2d 949.[36] Rejecting the employer's contention that the matters in issue should be referred to a special master, the court pointed out that the determination of the amount of back pay due, and the precise nature of the employer's reinstatement obligations in the presence of special circumstances, is a part of the administrative process and therefore within the special competence of the Board. On the other hand, the court observed that in the matter of reinstatement, the Board's function is limited to the ascertainment of the existence of circumstances which might require a modification of the court's decree and to a determination of the kind of modification which was appropriate but should not extend to the determination of whether the employer had complied with the reinstatement provisions of the decree. The latter finding, the court held, can be made only by the court itself or by its own commissioner, a proceeding to adjudge in contempt. The court held that it was for the Board to make the initial determination of the essentially administrative questions of the amount of back pay due and as to the action which the employer should take in respect to reinstatement, in the light of changed circumstances since the Board's order—the change here being the intervening discontinuance of the department where the discharged employees worked and the availability of other equivalent employment. The court observed that a remand was appropriate, since the determination of these questions might necessitate a modification of the court's decree which, under the doctrine of *American Chain & Cable Co.*, v. *Federal Trade Commission*, 142 F. 2d 909 (C. C. A. 4), it was not proper to do until the administrative agency first considered the matter and determined what modifications to its order, as enforced by the court, were appropriate.

The Ninth Circuit Court of Appeals on December 23, 1946, likewise authorized the Board, over the employer's objection, to hold a supplemental hearing for the purpose of determining the extent of back-pay

[35] *Wallace Corp.* v. *N. L. R. B.*, 141 F. 2d 87 (C. C. A. 4), affirmed 323 U. S. 248; see Tenth Annual Report (1945), pp. 57–58.
[36] See Eleventh Annual Report (1946), p. 65.

obligations under an order which the court had enforced in *N. L. R. B.* v. *Kinner Motors, Inc.*, 152 F. 816, modified 154 F. 2d 1007.[37]

2. Contempt proceedings

During the past fiscal year, the Board instituted contempt proceedings in several cases in which, in its judgment, an employer had failed to comply with the decree issued by the court upon the enforcement of the Board's order. Of seven cases which went to decision,[38] adjudications in contempt were rendered in four, and the petitions were dismissed in three.

By the end of the 1947 fiscal year, a total of 74 cases had been filed since the inception of this type of litigation in 1938.[39] Fifty cases were disposed of by court action. Of these, the employers were adjudged in contempt in 36 cases, or 72 percent, and the petitions were dismissed in 14 cases, or 28 percent. Twenty-three of the total cases filed, or 31 percent, were disposed of on compliance prior to adjudication, and 1 case is still pending.[40]

In *Polish National Alliance of the United States of North America* v. *N. L. R. B.*, 159 F. 2d 38 (C. C. A. 7), the court confirmed the report in which a special master had found that the employer had not complied with the court's decree directing that two employees be offered employment equivalent to that which they had been discriminatorily forced to relinquish. In *N. L. R. B.* v. *Standard Trouser Co.*, 162 F. 2d 1012 (C. C. A. 4), the court confirmed the report of a special master in which he found that the charge that an employer, in violation of a decree, had made threatening statements to employees, discharged certain employees for union activity, and refused to bargain collectively with the Union had not been sustained by the evidence. In each case, the court applied the doctrine, embodied in Rule 53 of the Federal Rules of Civil Procedure, that the findings of a special master may be set aside only if clearly erroneous. In the *Standard Trouser* case, the court also enunciated the principle that, "a showing of contempt requires something more than a mere preponderance of evidence; * * * clear and convincing proof is necessary."

The Ninth Circuit Court of Appeals, on August 20, 1946, from the bench, adjudicated in contempt an employer who had failed to comply with the decrees in two cases in which the Board obtained enforcement of its orders (*N. L. R. B.* v. *Cheney California Lumber Co.*, 154 F. 2d 112; *N. L. R. B.* v. *Cheney California Lumber Co.*, 149 F. 2d 333, reversed in other respects, 327 U. S. 385). In one of these cases, involving violations of section 8 (3) of the act, the court directed the payment of interest on paid back pay. In the second case, concerned with a violation of section 8 (5), the court rejected the employer's conten-

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[37] Cf. *N. L. R. B.* v. *Athens Mfg. Co.*, 163 F. 2d 255 (C. C. A. 5), where the court denied the company's motion for interpretation and construction of an order which the court had previously enforced (*N. L. R. B.* v. *Athens Mfg. Co.*, 161 F. 2d 8). The court held that it was premature to interpret the order until after the company had failed to agree with the Board on the matter of compliance with the order and the Board had instituted contempt proceedings.

[38] These include 2 cases decided shortly after the end of the fiscal year.

[39] The last set of cumulative figures appears in the Board's Eighth Annual Report (1943), at p. 68.

[40] *N. L. R. B.* v. *Weirton Steel Co.* (C. C. A. 3). The petition was filed August 11, 1944. The taking of testimony before the special master began March 19, 1945, and was concluded on April 17, 1947. The case is now awaiting the report of the special master. Another case, *Times Mirror Co.* v. *N. L. R. B.* (C. C. A. 9), in which the employer was adjudged in contempt, is pending upon remand by the Supreme Court (331 U. S. 789), for the purpose of making findings.

tion that it should not be held in contempt in the absence of a redetermination of the majority status of the union with which it was ordered to bargain.

On March 10, 1947, the same court granted, without opinion, the Board's petition for a contempt order in *The Times-Mirror Co.*[41] v. *N. L. R. B.*, the Supreme Court, however, granting the company's petition for a writ of certiorari, vacated the order and remanded the case with directions to the lower court to make findings of fact (*The Times-Mirror Co. et al.* v. *N. L. R. B.*, 331 U. S. 789.

On July 15, 1946, the Ninth Circuit Court of Appeals denied, without opinion, the Board's petition for a contempt adjudication in *N. L. R. B.* v. *Bercut-Richards Packing Co., et al.*, No. 9499.

On July 25, 1947, the Third Circuit Court of Appeals, without opinion, denied a petition of the Board in *N. L. R. B.* v. *Heilig Bros., Inc.*, to adjudge an employer in contempt of the broad cease and desist provision of a decree entered in 1942 by reason of its failure to bargain collectively in 1946 with a union (other than the one involved in the original case) which had been certified as bargaining representative of respondent's employees. The employer had discontinued negotiations with the union because of an alleged threat by the union, which the union later repudiated, that it would endeavor to enforce its demands by economic coercion. The court did not indicate the grounds for its decision—whether it was the remoteness of the occurrence in question from the date of the decree, or whether the facts did not, in its opinion, spell out a violation of the decree.

In *N. L. R. B.* v. *Weirton Steel Co.*, 160 F. 2d 774, the Third Circuit Court of Appeals was concerned with the terms of a *subpoena duces tecum*, requested by the employer in contempt proceedings pending before a special master, for the production of union records pertaining to financial and membership data. The court approved the master's direction that any records to be produced by the union should be available for the inspection of the parties only after the master had first determined their materiality to the issues in the case. Considering the limitations placed by the master upon the scope of the subpoena insufficient, the court eliminated the request for the production of membership records *in toto*, and approved the production of financial records only insofar as they pertained to payments made by or to persons specifically named in the subpena.

ACTIONS FOR INJUNCTIONS OR DECLARATORY JUDGMENTS

As heretofore, the courts have declined to interfere with the Board's exercise of its functions under the act by granting injunctive or declaratory relief at the instance of employers and unions.[42]

In *Jones & Laughlin Steel Corp.* v. *United Mine Workers of America et al.*, 159 F. 2d 18, cert. denied 331 U. S. 828 (*supra*, p. 53, ftn. 23), the Court of Appeals for the District of Columbia affirmed a judgment by which the lower court had dismissed an action for a declaratory judgment invalidating the Board's certification of a union as bargaining representative of certain mine foremen. The Board had

[41] *The Times-Mirror Co.*, was one of the respondents in the case of *N. L. R. B.* v. *Hearst Publications, Inc., et al.*, 322 U. S. 111, reversing 136 F. 2d 608 (C. C. A. 9); see Ninth Annual Report (1944), p. 54.

[42] Cf. Eleventh Annual Report (1946), pp. 65–67; Tenth Annual Report (1945), pp. 74–75.

pointed out to the lower court that, under well-established principles, the jurisdiction of the circuit courts of appeals to review Board certifications was exclusive, and that the Declaratory Judgment Act did not enlarge the jurisdiction of the district courts over a subject matter expressly reserved to another court by the particular statute.

The United States District Court for the Eastern District of Louisiana, on Ocober 8, 1946, dissolved a restraining order and declined to enjoin the Board's agents from holding a hearing in an unfair labor practice case. *Morris Steinberg et al.* v. *John F. LeBus et al.*, 71 F. Supp. 121. The plaintiffs had alleged that no employer-employee relationship existed between them and the fur trappers in whose behalf charges had been filed, and that the Board was therefore without jurisdiction to hold a hearing; that the necessity for participating in the hearing would result in losses to the plaintiff; and that they had exhausted their administrative remedies. The court, however, held that the holding of a hearing would violate no right of, and would result in no substantial irreparable injury to, the plaintiffs who had an adequate remedy at law to redress future violations of their rights which might result from any action taken by the Board.

Injunctive relief sought under the provisions of the Administrative Procedure Act of 1946, in connection with proceedings under section 9 of the National Labor Relations Act, has likewise been denied. In *Olin Industries, Inc.* v. *N. L. R. B.*, Civil Action No. 6798, the United States District Court for the District of Massachusetts dismissed an action in which an employer sought to enjoin the Board from conducting a representation hearing, on the ground that certain procedures followed by the Board had not been published in conformity with section 3 (a) of the Administrative Procedure Act and that the failure of being advised of those procedures resulted in irreparable injury to the employer. The court held that section 10 (a) and (e), on which the employer relied, did not vest it with power to grant the relief. The court pointed out that both the legislative history and the language of the statute indicate that section 10 is but declaratory of the existing law of judicial review, and does not enlarge the powers of the United States district courts either in general or in matters arising under the National Labor Relations Act. Moreover, the court stated, even if the Board were assumed to have violated section 3 (a) of the Administrative Procedure Act, the employer would not be entitled to injunctive relief within the court's general equity powers, because the employer was adequately protected by the comprehensive review powers of the circuit courts of appeals under the National Labor Relations Act.

V

FISCAL STATEMENT

THE expenditures and obligations for fiscal year ended June 30, 1947, are as follows:

Salaries	$3,408,508
Travel	470,015
Transportation of things	11,367
Communication services	98,176
Penalty mail costs	11,610
Rents and utility services	174,743
Printing and binding	158,636
Other contractual services	58,907
Supplies and materials	35,223
Equipment	19,465
Grand total obligations and expenditures for salaries and expenses	4,436,650

APPENDIX A

STATISTICAL TABLES COVERING THE FISCAL YEAR 1947

The following tables present the fully detailed statistical record of cases received and handled during the fiscal year 1947.

Table 1.—Number of cases received, closed, and pending during the fiscal year 1947, by identification of complainant or petitioner

	Number of cases					Total number of workers involved
	Total	Identification of complainant or petitioner				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals or employers	
	All cases					
Cases pending July 1, 1946	4,605	1,716	2,093	635	161	(1)
Cases received July 1946–June 1947	14,909	6,269	6,308	1,917	415	(1)
Cases on docket July 1946–June 1947	19,514	7,985	8,401	2,552	576	(1)
Cases closed July 1946–June 1947	14,456	5,971	6,104	1,976	405	(1)
Cases pending June 30, 1947	5,058	2,014	2,297	576	171	(1)
	Unfair labor practice cases					
Cases pending July 1, 1946	2,225	743	1,130	226	126	2,853,079
Cases received July 1946–June 1947	4,232	1,573	2,001	401	257	3,158,190
Cases on docket July 1946–June 1947	6,457	2,316	3,131	627	383	6,011,269
Cases closed July 1946–June 1947	4,014	1,464	1,887	423	240	2,959,800
Cases pending June 30, 1947	2,443	852	1,244	204	143	3,051,469
	Representation cases					
Cases pending July 1, 1947	2,380	973	963	409	35	588,701
Cases received July 1946–June 1947	10,677	4,696	4,307	1,516	158	1,387,731
Cases on docket July 1946–June 1947	13,057	5,669	5,270	1,925	193	1,976,432
Cases closed July 1946–June 1947	10,442	4,507	4,217	1,553	165	1,526,130
Cases pending June 30, 1947	2,615	1,162	1,053	372	28	450,302

[1] "Workers" are not included for "all cases" since the definition of "workers" differs for the 2 types of Board cases. In unfair labor practice cases "workers involved" are the number employed in the establishment in which the case arises. For representation cases, the definition is the number of workers in the "unit" for which the petition is filed or the number in the unit found appropriate by the Board.

Table 2.—Distribution of cases and workers involved in cases received during the fiscal year 1947, by month

Month	Cases received						
	Number			Percent of total		Workers involved [1]	
	All cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases
Total	14,909	4,232	10,677	28.4	71.6	3,158,190	1,387,731
July	1,490	390	1,100	26.2	73.8	174,167	139,288
August	1,662	440	1,222	26.5	73.5	277,000	131,192
September	1,399	380	1,019	27.2	72.8	170,347	112,506
October	1,624	564	1,060	34.7	65.3	198,012	119,566
November	1,124	347	777	30.9	69.1	222,560	86,328
December	959	315	644	32.8	67.2	212,101	112,463
January	1,147	327	820	28.5	71.5	313,353	117,465
February	1,208	286	922	23.7	76.3	232,873	113,885
March	1,193	335	858	28.1	71.9	729,577	146,992
April	1,173	323	850	27.5	72.5	152,053	118,174
May	1,065	300	765	28.2	71.8	362,287	116,622
June	865	225	640	26.0	74.0	113,860	73,250

[1] In unfair labor practice cases "workers involved" are the number employed in the establishment where the case arises; in representation cases "worked involved" are the number in the "unit" for which the petition is filed or the number in the "unit" found appropriate by the Board.

Table 3.—Types of unfair labor practices alleged in charges received during the fiscal year 1947 [1]

Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total
Subsections of Sec. 8 of the Act		
Total	4,232	100.0
8 (1)	511	12.1
8 (1) (2)	113	2.7
8 (1) (3)	2,144	50.7
8 (1) (4)	2	(2)
8 (1) (5)	766	18.1
8 (1) (2) (3)	93	2.2
8 (1) (2) (5)	45	1.1
8 (1) (3) (4)	20	.5
8 (1) (3) (5)	474	11.2
8 (1) (2) (3) (4)	2	(2)
Subsections of Sec. 8 of the Act—Continued		
8 (1) (2) (3) (5)	52	1.2
8 (1) (2) (4) (5)	1	(2)
8 (1) (3) (4) (5)	4	.1
8 (1) (2) (3) (4) (5)	5	.1
Recapitulation		
8 (1)	4,232	100.0
8 (2)	311	7.3
8 (3)	2,794	66.0
8 (4)	34	.8
8 (5)	1,347	31.8

[1] For cases in which charges were amended after filing, the final or last amended charges are tabulated instead of original charges.
[2] Less than 0.1 percent.

Table 4.—Distribution of cases received during the fiscal year 1947 and percent increase or decrease compared with the fiscal year 1946, by State [1]

Division and State [1]	All cases	Number of cases received in 1947				Percent increase or decrease compared with 1946	
		Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
New England	974	264	6.2	710	6.6	−8.0	+2.5
Maine	74	13	.3	61	.6	−31.6	+17.3
New Hampshire	46	8	.2	38	.3	−60.0	−24.0
Vermont	39	9	.2	30	.3	−10.0	+15.4
Massachusetts	556	170	4.0	386	3.6	+15.6	+6.6
Rhode Island	78	20	.5	58	.5	−28.6	−12.1
Connecticut	181	44	1.0	137	1.3	−30.2	.0
Middle Atlantic	3,302	1,059	25.0	2,243	21.0	+25.8	+20.6
New York	1,786	642	15.2	1,144	10.7	+26.1	+14.7
New Jersey	629	207	4.9	422	4.0	+48.9	+32.7
Pennsylvania	887	210	4.9	677	6.3	+8.2	+24.2
East North Central	3,016	835	19.7	2,181	20.4	−10.4	+18.9
Ohio	868	241	5.7	627	5.9	−15.1	+5.6
Indiana	444	98	2.3	346	3.2	−14.8	+26.7
Illinois	1,006	280	6.6	726	6.8	−4.1	+35.4
Michigan	575	181	4.3	394	3.7	.0	+24.7
Wisconsin	123	35	.8	88	.8	−41.7	−24.1
West North Central	1,056	293	6.9	763	7.2	+5.4	+33.9
Iowa	201	65	1.5	136	1.3	+41.3	+54.5
Minnesota	179	43	1.0	136	1.3	−8.5	+52.8
Missouri	428	125	2.9	303	2.8	−2.3	+12.2
North Dakota	20	4	.1	16	.2	+33.3	+128.6
South Dakota	21	3	.1	18	.2	.0	+350.0
Nebraska	82	24	.6	58	.5	−11.1	.0
Kansas	125	29	.7	96	.9	+20.8	+77.8
South Atlantic	1,822	511	12.1	1,311	12.3	+24.0	+48.6
Delaware	31	6	.1	25	.2	−25.0	+150.0
Maryland	200	64	1.5	136	1.3	−16.9	−1.4
District of Columbia	89	44	1.0	45	.4	+109.5	+4.7
Virginia	347	97	2.3	250	2.3	+120.5	+73.6
West Virginia	179	43	1.0	136	1.3	−4.4	−24.0
North Carolina	343	84	2.0	259	2.4	+55.6	+115.8
South Carolina	100	37	.9	63	.6	+37.0	+96.9
Georgia	319	101	2.4	218	2.1	+7.4	+56.8
Florida	214	35	.9	179	1.7	−16.7	+132.5

See footnote at end of table.

Table 4.—Distribution of cases received during the fiscal year 1947 and percent increase or decrease compared with the fiscal year 1946, by State [1]—Continued

Division and State [1]	All cases	Number of cases received in 1947				Percent increase or decrease compared with 1946	
		Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
East South Central	1,103	265	6.3	838	7.9	+31.8	+70.0
Kentucky	277	71	1.7	206	1.9	+24.6	+98.1
Tennessee	401	95	2.2	306	2.9	+13.1	+44.3
Alabama	281	71	1.7	210	2.0	+47.9	+55.6
Mississippi	144	28	.7	116	1.1	+133.3	+176.2
West South Central	1,228	337	8.0	891	8.4	+52.5	+49.0
Arkansas	175	28	.7	147	1.4	+47.4	+182.7
Louisiana	316	127	3.0	189	1.8	+188.6	+70.3
Oklahoma	151	42	1.0	109	1.0	+44.8	+22.5
Texas	586	140	3.3	446	4.2	+8.5	+28.9
Mountain	331	83	2 0	248	2.3	−8.8	+14.8
Montana	32	9	.2	23	.2	.0	+109.1
Idaho	30	6	.1	24	.2	−53.8	−7.7
Wyoming	20	3	.1	17	.2	+50.0	−10.5
Colorado	162	41	1.0	121	1.1	−2.4	+8.0
New Mexico	26	7	.2	19	.2	.0	+58.3
Arizona	43	10	.3	33	.3	.0	+13.8
Utah	12	6	.1	6	.1	−14.3	.0
Nevada	6	1	(2)	5	(2)	.0	+400.0
Pacific	1,890	542	12.8	1,348	12.6	+8.4	+13.5
Washington	199	51	1.2	148	1.4	+24.4	+2.8
Oregon	248	63	1.5	185	1.7	+80.0	+20.1
California	1,443	428	10.1	1,015	9.5	+.9	+14.0
Outlying areas	187	43	1.0	144	1.3	−15 7	+30.9
Alaska	10	6	.1	4	(2)	+500.0	+300.0
Hawaii	156	27	.7	129	1.2	+125.0	+55.4
Puerto Rico	21	10	.2	11	.1	−73.7	−57.7

[1] The States are grouped according to the method used by the Bureau of the Census, U. S. Department of Commerce.
[2] Less than 0.1 percent.

Table 5.—Distribution of cases received during the fiscal year 1947, by industry

Industrial group [1]	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent of total	Number	Percent of total	Number	Percent of total
Total	14,909	100 0	4,232	100.0	10,677	100.0
Manufacturing	11,098	74.4	3,185	75.2	7,913	74.1
Food and kindred products	1,561	10.5	447	10.6	1,114	10.4
Tobacco manufactures	115	.8	21	.5	94	.9
Textile-mill products	641	4.3	211	5.0	430	4.0
Apparel and other finished products made from fabric and similar material	479	3.2	200	4.7	279	2.6
Lumber and timber basic products	581	3.9	147	3.5	434	4.1
Furniture and finished lumber products	763	5.1	236	5.5	527	4.9
Paper and allied products	343	2.3	76	1.8	267	2.5
Printing, publishing, and allied industries	448	3.0	125	2.9	323	3.0
Chemicals and allied products	653	4.4	135	3.2	518	4.9
Products of petroleum and coal	199	1.3	39	.9	160	1.5
Rubber products	130	.9	38	.9	92	.9
Leather and leather products	268	1.8	103	2.4	165	1.5
Stone, clay, and glass products	352	2.4	76	1.8	276	2.6
Iron and steel and their products	1,044	7.0	279	6.6	765	7.2
Nonferrous metals and their products	575	3.8	168	4.0	407	3.8
Machinery (except electrical)	1,289	8.6	385	9.1	904	8.5
Electrical machinery	555	3.7	167	3.9	388	3.6

See footnotes at end of table.

Table 5.—Distribution of cases received during the fiscal year 1947, by industry—Continued

Industrial group [1]	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent of total	Number	Percent of total	Number	Percent of total
Manufacturing—Continued						
Transportation equipment	553	3.7	159	3.8	394	3.7
Aircraft and parts	107	.7	36	.9	71	.7
Automotive	315	2.1	81	1.9	234	2.2
Ship and boat building and repairing	98	.7	32	.8	66	.6
Other	33	.2	10	.2	23	.2
Miscellaneous manufacturing	549	3.7	173	4.1	376	3.5
Agriculture, forestry, and fishing	23	.2	7	.2	16	.1
Mining	433	2.9	95	2.2	338	3.2
Metal mining	74	.5	14	.3	60	.6
Coal mining	198	1.3	36	.8	162	1.5
Crude petroleum and natural gas production	73	.5	25	.6	48	.5
Nonmetallic mining and quarrying	88	.6	20	.5	68	.6
Construction	100	.7	28	.7	72	.7
Wholesale trade	894	6.0	242	5.7	652	6.1
Retail trade	560	3.8	148	3.5	412	3.9
Finance, insurance, and real estate	134	.9	50	1.2	84	.8
Transportation, communication, and other public utilities	1,200	8.0	313	7.4	887	8.3
Highway passenger transportation	150	1.0	38	.9	112	1.1
Highway freight transportation	162	1.1	49	1.2	113	1.1
Water transportation	228	1.5	65	1.5	163	1.5
Warehousing and storage	159	1.1	39	.9	120	1.1
Other transportation	78	.5	20	.5	58	.5
Communication	225	1.5	67	1.6	158	1.5
Heat, light, power, water, and sanitary services	198	1.3	35	.8	163	1.5
Services	467	3.1	164	3.9	303	2.8

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget Washington, 1941.

Table 6.—Regional distribution of cases received during the fiscal year 1947, compared with 1946

Location of Regional Office	All cases			Unfair labor practice cases			Representation cases		
	Fiscal year 1947	Fiscal year 1946	Percent increase or decrease	Fiscal year 1947	Fiscal year 1946	Percent increase or decrease	Fiscal year 1947	Fiscal year 1946	Percent increase or decrease
Total	[1] 14,909	12,260	+21.6	[1] 4,232	3,815	+10.9	10,677	8,445	+26.4
Boston	929	929	.0	256	272	−5.9	673	657	+2.4
New York	1,866	1,506	+23.9	675	504	+33.9	1,191	1,002	+18.9
Buffalo	420	398	+5.5	128	134	−4.5	292	264	+10.6
Philadelphia	723	552	+31.0	186	148	+25.7	537	404	+32.9
Baltimore	993	660	+50.5	294	204	+44.1	699	456	+53.3
Pittsburgh	411	382	+7.6	85	88	−3.4	326	294	+10.9
Detroit	537	436	+23.2	174	153	+13.7	363	283	+28.3
Cleveland	599	572	+4.7	170	193	−11.9	429	379	+13.2
Cincinnati	762	567	+34.4	193	159	+21.4	569	408	+39.5
Atlanta	1,123	701	+60.2	291	249	+16.9	832	452	+84.1
Indianapolis	[2] 227	354	(2)	49	103	(2)	178	251	(2)
Chicago	1,084	914	+18.6	293	332	−11.7	791	582	+35.9
St. Louis	432	380	+13.7	126	123	+2.4	306	257	+19.1
New Orleans	830	471	+76.2	233	120	+94.2	597	351	+70.1
Fort Worth	747	605	+23.5	185	164	+12.8	562	441	+27.4
Kansas City	548	493	+11.2	147	145	+1.4	401	348	+15.2
Minneapolis	479	382	+25.4	129	133	−3.0	350	249	+40.6
Seattle	519	430	+20.7	135	99	+36.4	384	331	+16.0
San Francisco	659	585	+12.6	181	184	−1.6	478	401	+19.2
Los Angeles	843	784	+7.5	264	258	+2.3	579	526	+10.1
Honolulu	156	95	+64.2	27	12	+125.0	129	83	+55.4
San Juan	21	64	−67.2	10	38	−73.7	11	26	−57.7

[1] Includes 1 case filed directly with the Board in Washington.
[2] The Indianapolis Regional office was disestablished Nov. 30, 1946; the 1947 figure represents cases filed during 5 months.

Table 7.—Disposition of unfair labor practice cases closed during the fiscal year 1947, by stage and method

Stage and method	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during the year	6,457		100.0
Total number of cases closed	4,014	100.0	62.2
Before formal action, total	3,722	92.7	57.7
Adjusted	804	20.0	12.5
Withdrawn	2,268	56.5	35.1
Dismissed	643	16.0	10.0
Closed otherwise	7	.2	.1
After formal action, total	292	7.3	4.5
Before hearing	52	1.3	.8
Adjusted	34	.8	.5
Withdrawn	16	.4	.3
Dismissed	2	1	(1)
After hearing	43	1 1	.7
Adjusted	7	.2	.1
Compliance with Intermediate Report	18	.4	.3
Withdrawn	8	.2	.1
Dismissed	10	.3	2
After Board decision	102	2 5	1.6
Compliance	78	1 9	1 2
Dismissed	19	.5	.3
Closed otherwise	5	.1	.1
After court action	95	2 4	1 4
Compliance with consent decree	42	1.0	.7
Compliance with court order	47	1.2	.7
Dismissed	3	.1	(1)
Closed otherwise	3	.1	(1)

[1] Less than 0.1 percent.

Table 8.—Disposition of representation cases closed during the fiscal year 1947, by stage and method

Stage and method	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during the year	13,057		100.0
Total number of cases closed	10,442	100.0	80.0
Before formal action, total	8,331	79.8	63.8
Adjusted	5,522	52.9	42.3
Recognition	356	3 4	2.7
Consent election and cross check	4,825	46 2	37.0
Prehearing election	341	3.3	2.6
Withdrawn	2,134	20.4	16.4
Dismissed	657	6.3	5.0
Closed otherwise	18	.2	.1
After formal action, total	2,111	20.2	16.2
Before hearing	147	1.4	1.1
Adjusted	89	.9	.7
Recognition	3	(1)	(1)
Consent election and cross check	67	.7	.5
Prehearing election	19	.2	.2
Withdrawn	53	.5	.4
Dismissed	5	(1)	(1)
After hearing	104	1.0	.8
Adjusted	57	.6	.5
Recognition	2	(1)	(1)
Consent election and cross check	49	.5	.4
Prehearing election	6	.1	.1
Withdrawn	42	.4	.3
Dismissed	5	(1)	(1)

[1] Less than 0.1 percent.

Table 8.—Disposition of representation cases closed during the fiscal year 1947, by stage and method—Continued

Stage and method	Number of cases	Percent of cases closed	Percent of cases on docket
After Board decision	1,860	17.8	14.3
Certified	1,360	13.0	10.4
Stipulated election and cross check	442	4.2	3.4
Prehearing election and stipulation	94	.9	.7
Ordered election	674	6.5	5.2
Prehearing election and Board decision	150	1.4	1.1
Dismissed	422	4.0	3.3
Stipulated election and cross check	142	1.4	1.1
Ordered election	172	1.5	1.4
Prehearing election and Board decision	16	.2	.1
Without election	92	.9	.7
Withdrawn	78	.8	.6

Table 9.—Forms of remedy in unfair labor practice cases closed during the fiscal year 1947, by identification of complainant

	Total	Identification of complainant			
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals
	Cases				
Notice posted	658	261	296	72	29
Company union disestablished	36	12	16	7	1
Workers placed on preferential hiring list	64	26	32	6	0
Collective bargaining begun	273	126	109	38	0
	Workers				
Workers reinstated to remedy discriminatory discharge	4,114	987	1,118	1,977	32
Workers receiving back pay	2,656	624	1,776	205	51
Back-pay awards	$1,105,000	$196,000	$835,000	$61,000	$13,000
Strikers reinstated	964	235	729	0	0

Table 10.—Formal action taken during the fiscal year 1947

	All cases		Unfair labor practice cases		Representation cases	
	Number of cases	Formal actions [1]	Number of cases	Formal actions [1]	Number of cases	Formal actions [1]
Complaints issued	401	358	401	358		
Notices of hearing issued	1,535	1,280			1,535	1,280
Cases heard	1,675	1,405	328	291	1,347	1,114
Intermediate Reports or proposed findings	296	265	296	265		
Decisions issued	2,005	1,797	193	177	1,812	1,620
Decisions and Orders	143	134	143	134		
Decisions and consent orders	50	43	50	43		
Elections directed [2]	911	785			911	785
Certifications or dismissals after stipulated elections	582	551			582	551
Dismissals on record	90	70			90	70
Certifications after prehearing elections and stipulations	80	80			80	80
Certifications and dismissals on record after prehearing elections	149	134			149	134

[1] The figure for actions is less than the number of cases involved because a group of individual cases are sometimes consolidated for 1 action.

[2] Includes 25 prehearing election cases in which the Board directed the opening and counting of challenged ballots.

Table 11.—Types of elections and cross checks conducted during the fiscal year 1947

Type of election or cross check	Elections and cross checks		Eligible voters		Valid votes	
	Number	Percent	Number	Percent	Number	Percent
Total	6,920	100.0	934,553	100.0	805,474	100.0
Consent	4,829	69.8	489,125	52.3	419,698	52.1
Elections	4,183	60.5	463,303	49.6	401,008	49.8
Cross checks	646	9.3	25,822	2.7	18,690	2.3
Stipulated	571	8.3	154,263	16.5	133,456	16.6
Elections	566	8.2	153,458	16.4	132,975	16.5
Cross checks	5	.1	805	.1	481	.1
Prehearing elections	644	9.3	80,932	8.7	69,305	8.6
Ordered elections	876	12.6	210,233	22.5	183,015	22.7

Table 12.—Results of elections and cross checks conducted during the fiscal year 1947, by union affiliation

Affiliation of union	Elections and cross checks in which union participated			Elections and cross checks won by union		Valid votes cast for union	
	Number	Number of eligible voters	Number of valid votes cast	Number	Percent of elections in which union participated	Number	Percent of total votes in elections in which union participated
A. F. of L.	3,581	506,357	432,644	2,196	61.3	208,524	48.2
C. I. O.	3,410	622,407	539,768	2,138	62.7	288,381	53.4
Unaffiliated	1,317	261,557	226,055	860	65.3	124,827	55.2

Table 13.—Elections and cross checks conducted during the fiscal year 1947, by the number of unions participating

Number of unions participating	Elections and cross checks		Eligible voters		
	Number	Percent of total	Number	Percent of total	Percent casting valid votes
1 union	5,442	78.7	450,199	48.2	86.1
2 unions	1,406	20.3	456,116	48.8	86.3
3 or more unions	72	1.0	28,238	3.0	85.3

Table 14.—Number of elections and cross checks and number of votes cast for participating unions during the fiscal year 1947

Participating unions	Number of elections and cross checks	Elections and cross checks won by—							Eligible voters		Valid votes cast for—							
		A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union	Number	Percent casting valid votes	Total	A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		Against unions
		Number	Percent	Number	Percent	Number	Percent	Number				Number	Percent	Number	Percent	Number	Percent	
Total	6,920	2,196	31.7	2,138	30.9	860	12.4	1,726	934,553	86.2	805,474	208,524	25.9	288,381	35.8	124,827	15.5	183,742
A. F. of L. affiliates	2,472	1,707	69.1					765	184,012	84.9	156,164	92,403	59.2					63,761
C. I. O. affiliates	2,216			1,602	72.3			614	210.835	87 2	183,822			107,529	58.5			76,293
Unaffiliated unions	754					561	74.4	193	55,352	86.0	47,630					30,056	63.1	17,574
A. F. of L. affiliates-C. I. O. affiliates [1]	817	336	41.1	372	45.5			109	243,986	86.1	210,179	84,936	40.4	109,033	51.9			16,210
A. F. of L. affiliates-unaffiliated unions [2]	172	86	50.0			78	45.3	8	42,504	85.0	36,140	17,785	49.2			16,672	46.1	1,683
A. F. of L affiliates-A. F. of L. affiliates [3]	78	64	82.1					14	12,198	83.1	10,135	8,883	87.6					1,252
C. I. O. affiliates-unaffiliated unions [4]	315			129	41.0	166	52.7	20	121,964	87.4	106,622			47,499	44.5	53,923	50.6	5,200
C. I. O. affiliates-C. I. O. affiliates	20			19	95.0			1	21,965	87.0	19,119			18,147	94.9			972
Unaffiliated-unaffiliated	34					34	100.0	0	18,080	86.5	15,637					15,263	97.6	374
A. F. of L.-C. I. O.-unaffiliated unions [5]	42	3	7.1	16	38.1	21	50.0	2	23,657	84.7	20,026	4,517	22.6	6,173	30.8	8,913	44.5	423

[1] Includes 9 elections in which 2 A. F. of L. unions were on the ballot; 2 elections in which 3 A. F. of L. unions were on the ballot; 6 elections in which 2 C. I. O. unions were on the ballot

[2] Includes 2 elections in which 2 A. F. of L. unions were on the ballot; 1 election in which 2 unaffiliated unions were on the ballot.

[3] Includes 2 elections in which 3 A. F. of L. unions were on the ballot.

[4] Includes 4 elections in which 2 C. I. O. unions were on the ballot; 4 elections in which 2 unaffiliated unions were on the ballot.

[5] Includes 4 elections in which 2 A. F. of L. unions were on the ballot; 1 election in which 2 C. I. O. unions were on the ballot; 5 elections in which 2 unaffiliated unions were on the ballot.

Table 15.—Number of elections and cross checks, number eligible to vote, and number of votes cast for participating unions during the fiscal year 1947, by petitioner

Participating unions	Number of elections and cross checks	Elections won by petitioner		Eligible voters	Valid votes cast for					Percent of total votes cast for petitioner
		Number	Percent		Total	A. F. of L.	C. I. O.	Unaffiliated unions	No union	
Total	6,920	4,539	65.6	934,553	805,474	208,524	288,381	124,827	183,742	48.9
A. F of L. affiliate, petitioner	2,997	1,940	64 7	339,057	286,748	141,858	55,608	14,479	74,803	47.7
No other party on ballot [1]	2,457	1,691	68.8	182,713	155,023	91,673	----------	----------	63,350	58.8
C I O. on ballot [2]	351	152	43.3	112,420	95,123	31,765	54,005	----------	9,353	33.2
Unaffiliated union on ballot [3]	99	55	55.6	24,378	20,615	8,547	----------	11,249	819	40.9
Other A. F of L union on ballot [4]	78	42	53.8	12,404	10,142	8,891	----------	----------	1,251	47.9
C. I. O. and unaffiliated union on ballot [5]	12	0	.0	7,142	5,845	982	1,603	3,230	30	12.0
C. I. O. affiliate, petitioner	2,893	1,926	66.6	448,475	391,861	55,422	208,008	40,969	87,462	50.8
No other party on ballot	2,202	1,595	72.4	206,748	180,270	----------	105,006	----------	75,264	58.2
A F of L on ballot [6]	455	229	50.3	130,726	114,395	52,278	54,214	----------	7,903	46.9
Unaffiliated union on ballot [7]	187	77	41.2	76,138	67,140	----------	26,740	37,280	3,120	39.6
Other C I. O union on ballot	19	13	68.4	21,416	18,645	----------	17,689	----------	956	50.8
A F. of L and unaffiliated union on ballot [8]	30	12	40.0	13,447	11,411	3,144	4,359	3,689	219	37.0
Unaffiliated union, petitioner	980	673	68.7	139,594	120,268	9,897	20,805	68,503	21,063	48.4
No other party on ballot	751	557	74.2	53,770	46,423	----------	----------	29,090	17,333	62.7
A. F. of L. on ballot [9]	65	35	53.8	17,394	14,903	9,105	----------	4,961	837	29.8
C I O. on ballot [10]	123	64	52.0	44,320	38,104	----------	19,583	16,183	2,338	41.1
Other unaffiliated union on ballot	34	11	32.4	18,080	15,637	----------	----------	15,263	374	38.7
A. F of L and C I. O on ballot [11]	7	6	85.7	6,030	5,201	792	1,222	3,006	181	57.8
Employer petitioner	50	----------	----------	7,427	6,597	1,347	3,960	876	414	----------
A. F of L and C. I O on ballot	30	----------	----------	2,833	2,495	1,176	1,273	----------	46	----------
A F of L and unaffiliated union on ballot	6	----------	----------	497	423	111	----------	292	20	----------
C. I. O. and unaffiliated union on ballot	5	----------	----------	1,119	1,043	----------	421	564	58	----------
A. F. of L. alone [12]	3	----------	----------	75	61	60	----------	----------	1	----------
C. I. O. alone [13]	5	----------	----------	2,874	2,546	----------	2,266	----------	280	----------
Unaffiliated union alone	1	----------	----------	29	29	----------	----------	20	9	----------

See footnotes on p 76

[1] Includes 8 elections in which petitioner was not on ballot.
[2] Includes 5 elections in which 2 A. F. of L. unions were on ballot; 13 elections in which petitioner was not on ballot.
[3] Includes 2 elections in which 2 A. F. of L. unions were on ballot; 1 election in which 2 unaffiliated unions were on ballot.
[4] Includes 2 elections in which 3 A. F. of L. unions were on ballot.
[5] Includes 2 elections in which 2 A. F. of L. unions were on ballot; 3 elections in which petitioner was not on ballot.
[6] Includes 6 elections in which 2 C. I. O. unions were on ballot; 1 election in which 2 A. F. of L. unions were on ballot; 2 elections in which 3 A. F. of L. unions were on ballot; 13 elections in which petitioner was not on ballot.
[7] Includes 4 elections in which 2 C. I. O. unions were on ballot; 2 elections in which 2 unaffiliated unions were on ballot; 2 elections in which petitioner was not on ballot.
[8] Includes 1 election in which 2 A. F. of L. unions were on ballot; 1 election in which petitioner was not on ballot.
[9] Includes 5 elections in which 2 unaffiliated unions were on ballot; 3 elections in which petitioner was not on ballot.
[10] Includes 2 elections in which 2 unaffiliated unions were on ballot; 1 election in which petitioner was not on ballot.
[11] Includes 1 election in which 2 A. F. of L. unions were on ballot; 1 election in which petitioner was not on ballot.
[12] Includes 1 election in which 2 A. F. of L. unions were on ballot.
[13] Includes 1 election in which 2 C. I. O. unions were on ballot.

Table 16.—Number of elections and cross checks and number eligible to vote, and valid votes cast, during the fiscal year 1947, by industry [1]

Industrial groups [1]	Elections and cross checks		Winner								Eligible voters in all elections and cross checks		Valid votes cast in all elections and cross checks	
			A. F. of L.		C. I. O.		Unaffiliated		No union					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	6,920	100.0	2,196	31.7	2,138	30.9	860	12.4	1,726	25.0	934,553	100.0	805,474	100.0
Manufacturing	5,355	77.4	1,567	29.3	1,794	33.5	674	12.6	1,320	24.6	799,691	85.6	692,857	86.0
Food and kindred products	613	8.9	266	43.4	132	21.5	45	7.3	170	27.8	93,135	10.0	80,291	10.0
Tobacco manufacturers	73	1.1	18	24.7	38	52.0	3	4.1	14	19.2	20,441	2.2	15,923	2.0
Textile mill products	280	4.0	45	16.1	104	37.2	15	5.3	116	41.4	84,221	9.0	74,712	9.3
Apparel and other finished products	193	2.8	56	29.0	69	35.8	7	3.6	61	31.6	23,642	2.5	20,974	2.6
Lumber and timber basic products	277	4.0	87	31.4	110	39.7	3	1.1	77	27.8	24,912	2.7	21,167	2.6
Furniture and finished lumber products	347	5.0	121	34.9	114	32.9	14	4.0	98	28.2	36,260	3.9	31,752	3.9
Paper and allied products	188	2.7	82	43.6	42	22.3	17	9.1	47	25.0	31,216	3.4	27,470	3.4
Printing, publishing, and allied industries	203	2.9	77	37.9	61	30.1	15	7.4	50	24.6	8,281	.9	7,384	.9
Chemicals and allied products	381	5.5	140	36.7	133	34.9	38	10.0	70	18.4	58,259	6.2	50,412	6.3
Products of petroleum and coal	132	1.9	27	20.5	49	37.1	30	22.7	26	19.7	11,265	1.2	9,252	1.1
Rubber products	63	.9	11	17.5	31	49.2	4	6.3	17	27.0	10,410	1.1	9,124	1.1
Leather and leather products	101	1.5	31	30.7	35	34.7	7	6.9	28	27.7	14,204	1.5	12,601	1.6
Stone, clay, and glass products	179	2.6	79	44.2	55	30.7	7	3.9	38	21.2	23,416	2.5	20,161	2.5
Iron and steel and their products	557	8.0	132	23.7	197	35.4	91	16.3	137	24.6	66,357	7.1	56,681	7.0
Nonferrous metals and their products	303	4.4	108	35.6	117	38.6	35	11.6	43	14.2	69,420	7.4	59,588	7.4
Machinery (except electrical)	668	9.6	108	16.2	222	33.2	174	26.0	164	24.6	93,014	10.0	81,934	10.2
Electrical machinery	267	3.9	67	25.1	97	36.3	56	21.0	47	17.6	48,320	5.2	41,712	5.2
Transportation equipment	281	4.1	47	16.7	101	35.9	69	24.6	64	22.8	56,455	6.0	48,841	6.1
Aircraft and parts	55	.8	3	5.5	8	14.5	23	41.8	21	38.2	23,664	2.5	20,456	2.6
Automotive equipment and parts	167	2.4	32	19.2	69	41.3	30	18.0	36	21.5	22,649	2.4	20,242	2.5
Ship and boat building and repairing	39	.6	8	20.5	19	48.7	6	15.4	6	15.4	7,412	.8	5,704	.7
Other	20	.3	4	20.0	5	25.0	10	50.0	1	5.0	2,730	.3	2,439	.3
Miscellaneous manufacturing	249	3.6	65	26.1	87	34.9	44	17.7	53	21.3	26,463	2.8	22,878	2.8

See footnote at end of table.

Table 16.—Number of elections and cross checks and number eligible to vote, and valid votes cast, during the fiscal year 1947, by industry [1]—Con.

Industrial groups [1]	Elections and cross checks		Winner								Eligible voters in all elections and cross checks		Valid votes cast in all elections and cross checks	
			A. F. of L.		C. I. O.		Unaffiliated		No union					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Per cent	Number	Percenr	Number	Percent
Mining	152	2.2	65	42.8	43	28.3	5	3.3	39	25.6	11,326	1.2	9,913	1.2
Metal mining	37	.5	10	27.0	18	48.7	2	5.4	7	18.9	3,310	.4	2,882	.3
Coal mining	32	.5	15	46.9	2	6.2	0	.0	15	46.9	784	.1	721	.1
Crude petroleum and natural gas production	32	.5	11	34.4	9	28.1	3	9.4	9	28.1	3,078	.3	2,612	.3
Nonmetallic mining and quarrying	51	.7	29	56.9	14	27.4	0	.0	8	15.7	4,154	.4	3,698	.5
Construction	34	.5	14	41.2	10	29.4	3	8.8	7	20.6	1,815	.2	1,426	.2
Wholesale trade	403	5.8	171	42.4	84	20.9	48	11.9	100	24.8	15,288	1.6	13,101	1.6
Retail trade	229	3.3	102	44.6	28	12.2	16	7.0	83	36.2	14,499	1.5	12,041	1.5
Finance, insurance, and real estate	33	.5	10	30.3	12	36.4	2	6.0	9	27.3	4,822	.5	3,867	.5
Transportation, communication, and other public utilities	576	8.3	235	40.8	116	20.1	93	16.2	132	22.9	78,156	8.4	64,728	8.0
Highway passenger transportation	64	.9	22	34 4	7	10.9	19	29.7	16	25.0	10,554	1.1	9,179	1.1
Highway freight transportation	56	.8	34	60.7	3	5.4	7	12.5	12	21.4	3,502	.4	2,777	.3
Water transportation	100	1.4	30	30.0	32	32.0	16	16.0	22	22.0	7,033	.8	5,608	.7
Warehousing and storage	98	1.4	45	45.9	23	23.5	4	4.1	26	26.5	4,831	.5	3,578	.5
Other transportation	40	.6	7	17 5	12	30.0	7	17.5	14	35.0	6,521	.7	5,610	.7
Communication	103	1.5	46	44 7	12	11.6	31	30.1	14	13.6	26,699	2.9	21,914	2.7
Heat, light, power, water, and sanitary services	115	1.7	51	44.4	27	23.5	9	7.8	28	24.3	19,016	2.0	16,062	2.0
Services	138	2.0	32	23.2	51	36.9	19	13.8	36	26.1	8,956	1.0	7,541	1.0

[1] Source: Strandard Industrial classification. Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1941.

Table 17.—Number of elections and cross checks and number of votes cast for participating unions during the fiscal year 1947, by State

State	Number of elections and cross checks	Elections and cross checks won by—				Eligible voters	Valid votes cast				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union		Total	A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Against unions
Total	6,920	2,196	2,138	860	1,726	934,553	805,474	208,524	288,381	124,827	183,742
Alabama	119	43	40	2	34	19,120	16,849	5,707	5,465	168	5,509
Arizona	16	6	2	2	6	1,773	1,562	290	743	319	210
Arkansas	116	47	38	3	28	9,158	7,923	2,925	3,168	36	1,794
California	454	143	132	57	122	87,839	77,681	25,488	32,052	10,443	9,698
Colorado	70	36	11	8	15	2,278	1,923	677	403	259	584
Connecticut	91	26	31	14	20	21,652	18,898	2,341	12,559	996	3,002
Delaware	17	5	5	2	5	2,493	2,202	299	519	367	1,017
District of Columbia	38	11	11	3	13	2,488	2,165	662	568	194	741
Florida	113	46	15	21	31	8,980	6,965	2,438	1,958	554	2,015
Georgia	147	33	56	7	51	18,350	16,475	2,521	5,532	237	8,185
Idaho	6	2	3	0	1	156	130	12	68	0	50
Illinois	478	148	136	70	124	90,289	77,262	23,065	28,561	9,422	16,214
Indiana	222	78	55	20	69	27,491	23,870	6,094	10,724	1,935	5,117
Iowa	94	30	26	21	17	11,279	9,732	1,409	4,573	2,165	1,585
Kansas	75	25	23	12	15	8,451	7,392	1,689	3,210	1,215	1,278
Kentucky	142	60	25	18	39	15,115	12,582	3,847	3,472	1,736	3,527
Louisiana	111	34	38	10	29	9,561	7,735	2,168	2,953	536	2,078
Maine	38	12	7	9	10	5,476	4,869	1,998	932	573	1,366
Maryland	118	45	26	17	30	14,241	12,065	2,154	2,955	2,455	4,501
Massachusetts	286	81	99	32	74	40,146	35,269	6,914	16,655	3,450	8,250
Michigan	285	82	113	31	59	22,382	18,939	4,268	6,362	2,908	5,401
Minnesota	94	23	41	17	13	11,448	9,903	1,236	5,662	1,787	1,218
Mississippi	77	18	28	0	31	8,394	7,497	1,703	2,884	29	2,881
Missouri	199	74	52	32	41	16,990	14,136	4,056	3,557	3,109	3,414
Montana	13	7	5	0	1	494	388	224	129	7	28
Nebraska	42	20	4	10	8	3,409	3,010	933	221	1,286	570
Nevada	2	1	0	0	1	34	34	4	1	13	16
New Hampshire	26	7	4	3	12	4,332	3,959	514	638	494	2,313
New Jersey	295	94	112	39	50	54,037	46,736	14,241	12,869	13,940	5,686
New Mexico	14	10	2	0	2	1,199	980	283	593	46	58
New York	730	222	246	126	136	90,084	77,092	21,755	25,327	16,684	13,326
North Carolina	163	43	66	7	47	37,814	32,230	6,937	11,785	1,136	12,372
North Dakota	8	3	1	0	4	685	530	169	279	0	82
Ohio	465	125	155	71	114	62,682	54,387	7,271	21,042	13,088	12,986
Oklahoma	76	16	21	14	25	6,416	5,644	885	1,755	1,156	1,848
Oregon	124	40	34	13	37	6,736	5,465	2,110	1,796	275	1,284
Pennsylvania	418	106	152	48	112	51,964	45,874	7,997	17,012	7,367	13,498
Rhode Island	41	8	11	12	10	9,085	8,086	817	2,825	3,577	867
South Carolina	48	11	27	0	10	7,949	6,915	1,295	4,051	23	1,546
South Dakota	12	7	0	0	5	142	128	72	0	0	56
Tennessee	174	51	48	19	56	33,362	28,742	9,879	7,616	3,092	8,155
Texas	317	95	96	34	92	40,263	34,153	8,345	9,739	8,431	7,638
Utah	1	0	1	0	0	2,490	2,173	991	1,168	0	14
Vermont	25	6	11	1	7	1,624	1,450	329	444	274	403
Virginia	168	68	37	17	46	23,319	20,192	4,584	5,236	5,156	5,216
Washington	85	46	19	9	11	8,904	6,925	2,982	2,752	538	653
West Virginia	66	34	15	1	16	11,718	10,092	5,084	3,052	600	1,356
Wisconsin	70	30	11	16	13	14,414	11,477	5,916	1,021	1,975	2,565
Wyoming	11	4	4	1	2	740	657	26	248	24	359
Alaska	1	0	0	0	1	14	13	0	6	0	7
Hawaii	115	32	43	9	31	4,703	3,870	832	1,241	646	1,151
Puerto Rico	4	2	0	2	0	390	248	88	0	106	54

APPENDIX B

STATISTICAL TABLES COVERING THE PERIOD 1936–47

The following tables present the fully detailed statistical record of cases received and handled during the period 1936–47.

Table 1.—12-year summary of the National Labor Relations Board case load [1]

Fiscal year	Cases filed			Cases closed			Cases on docket			Cases pending, end of period		
	All cases	C cases	R cases	All cases	C cases	R cases	All cases	C cases	R cases	All cases	C cases	R cases
1936	1,068	865	203	734	636	98	1,068	865	203	334	229	105
1937	4,068	2,895	1,173	2,322	1,751	571	4,402	3,124	1,278	2,080	1,373	707
1938	10,430	6,807	3,623	8,799	5,694	3,105	12,510	8,180	4,330	3,711	2,486	1,225
1939	6,904	4,618	2,286	6,569	4,230	2,339	10,615	7,104	3,511	4,046	2,874	1,172
1940	6,177	3,934	2,243	7,354	4,664	2,690	10,223	6,806	3,415	2,869	2,144	725
1941	9,151	4,817	4,334	8,396	4,698	3,698	12,020	6,961	5,059	3,624	2,263	1,361
1942	10,977	4,967	6,010	11,741	5,456	6,285	14,601	7,230	7,371	2,860	1,774	1,086
1943	9,544	3,403	6,141	9,782	3,854	5,928	12,404	5,177	7,227	2,622	1,323	1,299
1944	9,176	2,573	6,603	9,197	2,690	6,507	11,798	3,896	7,902	2,601	1,206	1,395
1945	9,738	2,427	7,311	9,102	2,312	6,790	12,339	3,633	8,706	3,237	1,321	1,916
1946	12,260	3,815	8,445	10,892	2,911	7,981	15,497	5,136	10,361	4,605	2,225	2,380
1947	14,909	4,232	10,677	14,456	4,014	10,442	19,514	6,457	13,057	5,058	2,443	2,615
July 1–Aug. 21, 1947 [1]	939	296	643	2,064	646	1,418	5,997	2,739	3,258	3,933	2,093	1,840
Total	105,341	45,649	59,692	101,408	43,556	57,852	------	------	------	------	------	------

[1] Including the period July 1–Aug. 21, 1947.

Table 2.—Cases filed during the fiscal years 1936–47 [1]

Fiscal year	Number of cases			Percent of total	
	All cases	C cases	R cases	C cases	R cases
Total, 1936–47 [1]	105,341	45,649	59,692	43.3	56.7
1936	1,068	865	203	81.0	19.0
1937	4,068	2,895	1,173	71.2	28.8
1938	10,430	6,807	3,623	65.3	34.7
1939	6,904	4,618	2,286	66.9	33.1
1940	6,177	3,934	2,243	63.7	36.3
1941	9,151	4,817	4,334	52.6	47.4
1942	10,977	4,967	6,010	45.2	54.8
1943	9,544	3,403	6,141	35.7	64.3
1944	9,176	2,573	6,603	28.0	72.0
1945	9,738	2,427	7,311	24.9	75.1
1946	12,260	3,815	8,445	31.1	68.9
1947	14,909	4,232	10,677	28.4	71.6
July 1–Aug. 21, 1947	939	296	643	31.5	68.5

[1] Including the period July 1, 1947–Aug. 21, 1947.

Table 3.—Cases closed before and after formal action during the fiscal years 1936–47 [1]

Fiscal year	All cases					Unfair labor practice cases					Representation cases				
	Number of cases			Percent of total		Number of cases			Percent of total		Number of cases			Percent of total	
	All	Before formal action	After formal action	Before formal action	After formal action	All	Before formal action	After formal action	Before formal action	After formal action	All	Before formal action	After formal action	Before formal action	After formal action
Total, 1936–47 [1]	101,408	82,343	19,065	81.2	18.8	43,556	39,471	4,085	90.6	9.4	57,852	42,872	14,980	74.1	25.9
1936	734	617	117	84.1	15.9	636	531	105	83.5	16.5	98	86	12	87.8	12.2
1937	2,322	2,159	163	93.0	7.0	1,751	1,657	94	94.6	5.4	571	502	69	87.9	12.1
1938	8,799	7,990	809	90.8	9.2	5,694	5,487	207	96.4	3.6	3,105	2,503	602	80.6	19.4
1939	6,569	5,534	1,035	84.2	15.8	4,230	3,833	397	90.6	9.4	2,339	1,701	638	72.7	27.3
1940	7,354	6,098	1,256	82.9	17.1	4,664	4,132	532	88.6	11.4	2,690	1,966	724	73.1	26.9
1941	8,396	7,114	1,282	84.7	15.3	4,698	4,240	458	90.3	9.7	3,698	2,874	824	77.7	22.3
1942	11,741	9,890	1,851	84.2	15.8	5,456	5,015	441	91.9	8.1	6,285	4,875	1,410	77.6	22.4
1943	9,782	7,531	2,251	77.0	23.0	3,854	3,313	541	86.0	14.0	5,928	4,218	1,710	71.2	28.8
1944	9,197	6,631	2,566	72.1	27.9	2,690	2,279	411	84.7	15.3	6,507	4,352	2,155	66.9	33.1
1945	9,102	6,470	2,632	71.1	28.9	2,312	2,026	286	87.6	12.4	6,790	4,444	2,346	65.4	34.6
1946	10,892	8,552	2,340	78.5	21.5	2,911	2,641	270	90.7	9.3	7,981	5,911	2,070	74.1	25.9
1947	14,456	12,053	2,403	83.4	16.6	4,014	3,722	292	92.7	7.3	10,442	8,331	2,111	79.8	20.2
July 1–Aug. 21, 1947	2,064	1,704	360	82.6	17.4	646	595	51	92.1	7.9	1,418	1,109	309	78.2	21.8

[1] Including the period July 1–Aug. 21, 1947.

Table 4.—Hearings conducted and decisions issued during the fiscal years 1936–47 [1]

Fiscal year	Hearings			Decisions [2]		
	All cases	C cases	R cases	All cases	C cases	R cases
Total, 1936–47 [1]	13,826	3,465	10,361	14,573	3,154	11,419
1936	188	152	36	98	69	29
1937	329	153	176	261	152	109
1938	1,451	723	728	701	187	514
1939	1,048	424	624	893	381	512
1940	763	255	508	1,171	530	641
1941	904	235	669	1,070	327	743
1942	1,186	256	930	1,257	285	972
1943	1,525	305	1,220	1,754	401	1,353
1944	1,753	219	1,534	1,856	211	1,645
1945	1,703	215	1,488	1,724	175	1,549
1946	1,402	219	1,183	1,748	230	1,518
1947	1,405	291	1,114	1,797	177	1,620
July 1–Aug. 21, 1947	169	18	151	243	29	214

[1] Including the period July 1–Aug. 21, 1947.
[2] Including both contested and stipulated decisions.

Table 5.—Disposition of unfair labor practice cases, closed during the fiscal years 1936–47,[1] by stage and method

Stage and method	1936–47 [1]	Percent of cases closed	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	July 1–Aug. 21, 1947
Total, 1936–47 [1]	43,556	100.0	636	1,751	5,694	4,230	4,664	4,698	5,456	3,854	2,690	2,312	2,911	4,014	646
Before formal action, total	39,471	90.6	531	1,657	5,487	3,833	4,132	4,240	5,015	3,313	2,279	2,026	2,641	3,722	595
Adjusted	16,323	37.4	240	993	2,839	1,990	1,836	2,113	2,408	1,298	648	479	579	804	96
Withdrawn	15,753	36.2	168	422	1,099	1,269	1,343	1,436	1,852	1,493	1,161	1,188	1,661	2,268	393
Dismissed	7,185	16.5	108	233	1,451	539	930	676	755	522	468	358	397	643	105
Closed otherwise	210	.5	15	9	98	35	23	15	0	0	2	1	4	7	1
After formal action, total	4,085	9.4	105	94	207	397	532	458	441	541	411	286	270	292	51
Before Board decision	1,167	2.7	49	91	174	162	108	86	91	122	54	58	61	95	16
Adjusted	578	1.3	37	41	121	82	41	48	42	60	18	26	15	41	6
Compliance with Intermediate Report	227	.5	0	6	12	26	26	19	27	35	19	14	22	18	3
Withdrawn	169	.4	3	3	26	25	18	10	8	11	8	13	16	24	4
Dismissed	154	.4	9	10	12	29	19	9	14	16	8	5	8	12	3
Closed otherwise	39	.1	0	31	3	0	4	0	0	0	1	0	0	0	0
After Board decision	2,918	6.7	56	3	33	235	424	372	350	419	357	228	209	197	35
Compliance	2,373	5.4	56	3	29	207	324	267	316	264	319	210	177	167	34
Dismissed	422	1.0	------	0	4	28	69	52	20	153	30	15	28	22	1
Closed otherwise	123	.3	------	0	0	0	31	53	14	2	8	3	4	8	0

[1] Including the period July 1–Aug. 21, 1947.

Table 6.—Disposition of representation cases closed during the fiscal years 1936–47,[1] by stage and method

Stage and method	1936–47 [1]	Percent of cases closed	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	July 1–Aug. 21, 1947
Total, 1936–47 [1]	57,852	100.0	98	571	3,105	2,339	2,690	3,698	6,285	5,928	6,507	6,790	7,981	10,442	1,418
Before formal action, total	42,872	74.1	86	502	2,503	1,701	1,966	2,874	4,875	4,218	4,352	4,444	5,911	8,331	1,109
Adjusted	28,161	48.7	52	373	1,589	952	969	1,984	3,420	2,879	2,980	3,047	3,877	5,522	517
Recognition	3,196	5.5	29	194	582	257	189	327	404	205	196	187	238	356	32
Consent election and cross check	24,520	42.4	23	179	1,007	695	780	1,657	3,016	2,674	2,784	2,860	3,571	4,825	449
Prehearing election	445	.8											68	341	36
Withdrawn	10,430	18.0	29	107	645	480	677	545	1,027	1,023	898	945	1,594	2,134	326
Dismissed	4,214	7.3	5	22	269	264	314	324	428	315	474	451	426	657	265
Closed otherwise	67	.1	0	0	0	5	6	21	0	1	0	1	14	18	1
After formal action, total	14,980	25.9	12	69	602	638	724	824	1,410	1,710	2,155	2,346	2,070	2,111	309
Before Board decision	2,006	3.5	5	25	189	130	104	109	203	166	225	236	316	251	47
Adjusted	1,011	1.8	2	12	60	45	42	66	98	114	124	127	151	146	24
Recognition	119	.2	2	12	21	10	8	15	13	14	7	6	6	5	0
Consent election and cross check	854	1.5	0	0	39	35	34	51	85	100	117	121	138	116	18
Prehearing election	38	.1											7	25	6
Withdrawn	820	1.4	1	7	70	66	54	33	100	48	79	101	150	95	16
Dismissed	174	.3	2	6	59	19	8	9	5	4	22	8	15	10	7
Closed otherwise	1	(2)	0	0	0	0	0	1	0	0	0	0	0	0	0
After Board decision	12,974	22.4	7	44	413	508	620	715	1,207	1,544	1,930	2,110	1,754	1,860	262
Certified	9,649	16.7	6	43	342	364	414	518	949	1,243	1,469	1,487	1,268	1,360	186
Stipulated election and cross check	1,883	3.3						69	199	223	263	297	351	442	39
Prehearing election and stipulation	135	.2											27	94	14
Ordered election	7,117	12.3	5	37	233	252	370	432	743	1,014	1,203	1,187	875	674	92
Prehearing election and Board decision	205	.4											14	150	41
Without election	309	.5	1	6	109	112	44	17	7	6	3	3	1	0	0
Dismissed	2,893	5.0	1	1	71	144	168	180	217	245	425	529	423	422	67
Stipulated election and cross check	400	.7						6	15	18	38	73	84	142	24
Ordered election	1,320	2.3	1	1	25	72	66	98	102	129	180	243	213	172	18
Prehearing election and Board decision	22	(2)											2	16	4
Without election	1,151	2.0	0	0	46	72	102	76	100	98	207	213	124	92	21
Withdrawn	411	.7	0	0	0	0	30	14	41	54	32	92	61	78	9
Otherwise	21	(2)	0	0	0	0	8	3	0	2	4	2	2	0	0

[1] Including the period July 1–Aug. 21, 1947.
[2] Less than 0.1 percent.

Table 7.—Forms of remedy in unfair labor practice cases closed during the fiscal years 1938–47 [1] [2]

Forms of remedy	Total [1] [2]	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	July 1–Aug. 21, 1947
Notice posted	8,156	(1)	903	1,001	1,187	1,365	1,110	736	576	529	658	91
Company union disestablished	1,709	(1)	245	221	502	283	205	101	54	51	36	11
Workers placed on preferential hiring list	727	(1)			185	208	95	70	39	59	64	7
Collective bargaining begun	5,070	(1)	923	881	1,009	1,032	493	136	116	176	273	31
Workers reinstated to remedy discriminatory discharge	76,268	6,630	7,738	[3] 10,514	23,475	8,251	7,111	2,972	1,919	3,184	4,114	360
Workers receiving back pay	40,691	(1)	3,063	[3] 10,000	5,181	5,925	5,115	3,734	1,973	2,779	2,656	265
Back-pay awards	$12,418,000	(1)	$659,000	[3] $2,260,000	$925,000	$1,266,000	$2,285,000	$1,916,000	$997,000	$899,000	$1,105,000	$106,000
Strikers reinstated	226,488	88,191	51,660	[3] 27,000	24,427	32,137	1,250	350	125	384	964	0

[1] Data for the years 1936, 1937, and part of the data for 1938 is unavailable.
[2] Includes data for the period July 1–Aug. 21, 1947.
[3] Includes figures for Republic Steel Corp., C-184, which were not reported in the Annual Report for the fiscal year 1940.

Table 8.—Types of elections and cross checks conducted during the fiscal years 1936–47 [1]

Fiscal years	Total elections and cross checks	Consent elections and cross checks	Stipulated elections and cross checks	Board-ordered elections	Prehearing elections
Total, 1936–47 [1]	36,969	24,852	2,348	8,951	818
1936	31	22	----------	9	----------
1937	265	217	----------	48	----------
1938	1,152	812	----------	340	----------
1939	746	481	----------	265	----------
1940	1,192	676	----------	516	----------
1941	2,568	1,934	102	532	----------
1942	4,212	3,051	266	895	----------
1943	4,153	2,755	236	1,162	----------
1944	4,712	2,902	301	1,509	----------
1945	4,919	2,999	366	1,554	----------
1946	5,589	3,796	467	1,163	163
1947	6,920	4,829	571	876	644
July 1–Aug. 21, 1947	510	378	39	82	11

[1] Including the period July 1–Aug. 21, 1947.

Table 9.—Elections and cross checks won and lost during the fiscal years 1936–47 [1]

Fiscal year	Elections and cross checks won by unions	Won by no union	Percent of elections		Votes cast for unions	Votes cast against unions	Percent of votes	
			Won	Lost			For unions	Against unions
Total, 1936–47 [1]	30,110	6,859	81.4	18.6	6,145,834	1,531,301	80.1	19.9
1936	22	9	71.0	29.0	6,162	1,410	81.4	18.6
1937	250	15	94.3	5.7	142,428	21,707	86.8	13.2
1938	945	207	82.0	18.0	282,470	61,117	82.2	17.8
1939	574	172	76.9	23.1	138,032	39,183	77.9	22.1
1940	921	271	77.3	22.7	435,842	96,513	81.9	18.1
1941	2,127	441	82.8	17.2	589,921	140,012	80.8	19.2
1942	3,636	576	86.3	13.7	895,091	171,946	83.9	16.1
1943	3,580	573	86.2	13.8	923,169	203,332	82.0	18.0
1944	3,983	729	84.5	15.5	828,583	244,011	77.3	22.7
1945	4,078	841	82.9	17.1	706,569	187,189	79.1	20.9
1946	4,446	1,143	79.5	20.5	529,847	168,965	75.8	24.2
1947	5,194	1,726	75.1	24.9	621,732	183,742	77.2	22.8
July 1–Aug. 21, 1947	354	156	69.4	30.6	45,988	12,174	79.1	20.9

[1] Including the period July 1–Aug. 21, 1947.

Table 10.—Elections and cross checks conducted during the fiscal years 1936–47, by affiliation of winning union [1]

Fiscal year	Number of elections and cross checks	Elections and cross checks won by—				Valid votes cast for—			
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union	A. F. of L. affiliates	C. I. O. affiliates	Unaffiliates union	Against union
Total, 1936–47 [1]	36,969	12,353	13,837	3,920	6,859	(2)	(2)	1,050,267	1,531,301
1936	31	18	--------	4	9	(2)	(2)	1,593	1,410
1937	265	98	123	29	15	(2)	(2)	28,940	21,707
1938	1,152	263	553	129	207	(2)	(2)	49,481	61,117
1939	746	262	260	52	172	(2)	(2)	16,389	39,183
1940	1,192	386	407	128	271	(2)	(2)	64,625	96,513
1941	2,568	926	991	210	441	181,009	335,619	73,293	140,012
1942	4,212	1,522	1,723	391	576	206,442	560,815	127,834	171,946
1943	4,153	1,398	1,766	416	573	267,118	515,271	140,780	203,332
1944	4,712	1,500	1,890	593	729	199,989	445,528	183,066	244,011
1945	4,919	1,620	1,898	560	841	215,453	350,295	140,821	187,189
1946	5,589	2,004	1,958	484	1,143	175,332	263,641	90,874	168,965
1947	6,920	2,196	2,138	860	1,726	208,524	288,381	124,827	183,742
July 1–Aug. 21, 1947	510	160	130	64	156	17,316	20,928	7,744	12,174

[1] Including the period July 1–Aug. 21, 1947. [2] Data unavailable.

Table 11.—Number of eligible voters, valid votes cast, and percent of eligibles casting valid votes during the fiscal years 1936–47 [1]

Fiscal year	Eligible voters	Valid votes cast	Percent of eligibles casting valid votes
Total 1936–47 [1]	9,131,659	7,677,135	84.1
1936	9,512	7,572	79.6
1937	181,424	164,135	90.5
1938	394,558	343,587	87.1
1939	207,597	177,215	85.4
1940	595,075	532,355	89.5
1941	788,111	729,933	92.6
1942	1,296,567	1,067,037	82.3
1943	1,400,000	1,126,501	80.5
1944	1,322,225	1,072,594	81.1
1945	1,087,177	893,758	82.2
1946	846,431	698,812	82.6
1947	934,553	805,474	86.2
July 1–Aug. 21, 1947	68,429	58,162	85.0

[1] Including the period July 1–Aug. 21, 1947.

APPENDIX C

LIST OF CASES HEARD DURING THE FISCAL YEAR 1947

Section 3 (c) of the act requires that the Board report in detail "the cases it has heard." These cases are enumerated in the following pages, with unfair labor practice cases and representation cases reported separately.

APPENDIX C

CASES HEARD DURING THE FISCAL YEAR 1947

I. Unfair Labor Practice Cases

2-C-6582	A. W. Metal Products Co., Inc.
13-C-2483	Agar Packing & Provision Corp.
10-C-1811	Aldora Mills.
5-C-1976	Allen-Morrison Sign Co., Inc.
8-C-2006	Alliance Rubber Co.
6-C-1023	Allis-Chalmers Mfg. Co.
2-C-6506	Aluminum Co. of America.
2-C-5963	American Book-Stratford Press, Inc.
9-C-2349	American Laundry Machinery Co.
20-C-1553	American Patrol Service.
2-C-6008	Ames Spot Welding Co., Inc.
15-C-1175	Armory Garment Co., Inc.
15-C-1217	Artcraft Hosiery Co., Inc.
4-C-1677	Arton Studios.
21-C-2735	Association of Motion Picture Producers, Inc.
10-C-1940	Atlanta Broadcasting Co., J. W. Woodruff, d/b/a.
10-C-1842	Atlanta Metallic Casket Co.
10-C-1933	Atlantic Co.
10-C-1893	Atlantic Stages, J. A. Booker, d/b/a.
10-C-1869	Atlantic Towing Co.
13-C-2747	Aurora Wall Paper Mill, Inc.
10-C-1928	Babcock-Wilcox Co., The.
8-C-1818	Bailey Co., The.
13-C-2761	Baker Mfg. Co.
18-C-1359	Barker Equipment Co.
7-C-1405	Barton Brass Works & Precision Machine Parts Co.
20-C-1452	Basic Vegetable Products, Inc.
1-C-2790	Bean, D. D., & Sons.
14-C-1157	Bennett Wholesale Co., Inc.
2-C-6055	Bergen Point Iron Works, a Corporation.
5-C-2138	Bethlehem Steel Co.
6-C-1000	Bethlehem Steel Co.
8-C-1976	Bettcher Mfg. Corp.
16-C-1289	Bewley Mills.
10-C-1995	Bibb Mfg. Co., plant No. 1.
13-C-2757	Bingham's, Samuel, Son Mfg. Co.
9-C-2336	Bluefield Mfg.
13-C-2882	Boreva Sportwear, Inc.
17-C-1479	Boss Mfg. Co.
7-C-1339	Briggs Mfg. Co.
16-C-1212	Brown Express, H. P. Brown.
5W-C-11	Brown Mfg. Co.
1-C-2953	Brown & Sharpe Mfg. Co.
15-C-1084	Bruce, E. L.
7-C-1611	Burnette Castings Co.
10-C-1923	Burns Brick Co.
2-C-6130	Bushey, Ira S., & Sons, Inc.
20-C-1428	Califruit Canning Co.
20-C-1566	Califruit Canning Co.
13-C-2799	Carnegie Illinois Steel Corp.
4-C-1579	Carpenter Steel Co.
13-C-3044	Carson Pirie Scott & Co.
10-C-1868	Cedartown Yard Mills, Inc.

3–C–928	Chamlers, Harvey, & Son, Inc.
18–C–1281	Chamberlain Corp.
11–C–1264	Chesty Food Co.
9–C–2183	Cincinnati Engineering Tool Co.
9–C–2265	Cincinnati Gilbert Machine Tool Co., The.
10–C–1833	City Ice & Fuel Co.
13–C–2682	City National Bank & Trust Co.
2–C–6309	Clark Phonograph Record Co., Inc.
8–C–1986	Cleveland Graphite Bronze Co., The.
2–C–5786	Colonial Life Insurance Co. of America, The.
8–C–1914	Columbia Electric Mfg. Co.
17–C–1405	Columbian Carbon Co.
21–C–2505	Columbia Pictures Corp.
20–C–1555	Columbia Steel Co.
8–C–1942	Columbus Coal & Mining Co.
13–C–2825	Consolidated Mfg. Co.
16–C–1200	Consumers Cooperative Refinery Association.
14–C–1176	Container Manufacturing Co., Max Sax, d/b/a.
10–C–1942	Cookeville Shirt Co.
7–C–1609	Coopersville Cooperative Elevator Co.
8–C–1962	Cooperweld Steel Co.
2–C–6508	Cornwall Paper Co.
5–C–2087	Craddock-Terry Shoe Corp.
1–C–2676	Cross, W. W., & Co., Inc.
15–C–1220	Cuffman Lumber Co., Inc., The.
13–C–2827	Curtiss Candy Co.
13–C–2943	Dearborn Glass Co.
10–C–1963	Deere, John, Plow Co.
17–C–1415	Des Moines Springfield & Southern Route, The.
7–C–1303	Detroit Gasket & Mfg. Co.
8–C–2029	Differential Steel Car Co.
10–C–1538	Dixie Mfg. Co.
10–C–1906	Dixie Shirt Co., Inc.
2–C–6533	Don Juan, Inc.
15–C–1315	Dorsey Trailers, Inc.
18–C–1372	Dryden Rubber Co.
18–C–1299	Duluth Glass Block Store Co., The.
14–C–1155	Durasteel Co.
2–C–6509	Duro Test Corp.
2–C–5751	E. A. Laboratories, Inc.
9–C–2133	Eastern Coal Corp.
16–C–1330	Eastman Products Corp.
7–C–1568	Eaton Manufacturing Co., Wilcox-Rich Division.
8–C–2014	Efficient Tool & Die Co., The.
2–C–6238	Electrical Testing Laboratories, Inc.
4–C–1624	Electrical City Dyeing Co.
4–C–1540	Electric Hotpack Co., Inc., The.
19–C–1406	Electric Steel Foundry.
17–C–1383	Ellis Canning Co.
8–C–2021	Elwell Parker Electric Co., The.
5–C–2073	Emery's Motor Coach Lines.
20–C–1445	Ensher, Alexander & Barsoom, Inc.
4–C–1590	Ewing-Thomas Corp.
10–C–1898	Exposition Mills Co.
1–C–2683	Fafnir Bearing Co., The.
24–C–144	Fajardo Development Co.
17–C–1378	Federal-Mogul Co.
4–C–1609	Fogel Refrigerator Co.
5–C–2184	Fontaine Converting Works, Inc., The.
9–C–2167	Ford Bros.
10–C–1988	Fort Industry Co., The.
16–C–1226	Fort Worth Transit Co.
10–C–1921	Franklin Press, Inc.
10–C–1944	Fulton Bag & Cotton Mills.
14–C–1180	Fulton Bag & Cotton Mills.

18-C-1285	Gamble Skogmo, Inc.
2-C-6517	General Electric Corp.
13-C-2902	General Electric X-Ray Corp.
10-C-2093	General Shoe Corp.
10-C-2012	Georgia Twine & Cordage Co.
13-C-2974	Goldblatt Bros., Inc.
8-C-1916	Goodrich, B. F., Co., The.
2-C-6119	Gould Mersereau Co., Inc.
1-C-2540	Granite State Machine Co., Inc.
13-C-2891	Grede Foundries, Inc.
8-C-2089	Harris Fabricating Co., The.
5-C-2245	Harris-Woodson, Co., Inc., The.
15-C-1163	Hickman-Fulton Counties Rural Electric Co-operative Corp.
10-C-1817	Hills Bros. Co., The.
1-C-2823	Hill Transportation Co., Mackenzie Coach Lines, Ltd.
5-C-2288	Hinde & Dauch Paper Co.
15-C-1302	Holmes, D. H., Co., Ltd.
16-C-1323	Holmes & Holmes Oil Co.
16-C-1324	Hom-ond Food Stores.
9-C-2206	Hoppes Mfg. Co.
18-C-1379	Horn Mfg. Co., Inc.
17-C-1370	Idarado Mining Co.
13-C-2836	Inland Steel Co.
9-C-2236	International Nickel Co.
6-C-1057	Jenks, Elwood, M.
21-C-2713	Jergens, Andrew, Co.
10-C-1886	Jewel, J. D., Co.
17-C-1325	Joffee, M. M., Co.
6-C-1050	Jones & Laughlin Steel Corp.
6-C-1085	Jones & Laughlin Steel Corp., Vesta-Shannopin Coal Division.
1-C-2872	Judge, F. W., Optical Works.
8-C-2063	K. & W. Rubber Co.
11-C-1292	Kahler Co., Inc., The.
4-C-1570	Kaplan, Max, Corp.
14-C-1001	Kearney, James R., Corp.
5-C-2218	Kelco Corp.
7-C-1536	Kenlee Corp.
11-C-1268	Kentucky Utilities Co.
18-C-1317	Kingston, Russell.
2-C-5990	Kresge Newark & Kresge Department Store.
18-C-1216	Lake Superior Lumber Co.
9-C-2239	Lancaster Foundry Co.
4-C-1602	Lancaster Garment Co.
7-C-1475	Larsen Co., The.
15-C-1181	Liberty Industrial Salvage Co.
9-C-2271	Lift Trucks, Inc.
13-C-2954	Lock Nut Corp. of America.
8-C-2108	Loudonville Milling Co., The.
13-C-2953	Mackie Lovejoy Mfg. Co.
10-C-2057	Macon Textile Co.
15-C-1205	Magnolia Cotton Mills Co.
13-C-3193	Mandel Bros., Inc.
21-C-2696	Marches of Hollywood.
10-C-1792	Marshall & Bruce Co.
10-C-2083	Massey Gin & Machine Works, Inc.
10-C-1890	Merry Bros. Brick & Tile Co.
10-C-2008	Miami Home Milk Producers Association.
8-C-1963	Midland Steel Products Co.
5-C-2200	Moller, M. P., Inc.
15-C-1120	Montgomery Hardwood Floor Co., Inc.
10-C-2125	Morrison Turning Co., Inc.
11-C-1310	Morris Paper Mills.
10-C-1925	Mylan Sparta Co., Inc.

13-C-2638	National Distillery Products Corp.
3-C-943	National Grinding Wheel Co., Inc.
9-C-2249	National Mattress Co.
5-C-2194	National Plastic Products Co., The.
18-C-1233	Neimeyer Bros.
5-C-2044	Newman Machine Co., Inc.
8-C-1896	Norwalk Foundry Co., The.
10-C-1578	Oakes Chair Co.
13-C-3012	Ohmite Manufacturing Co.
21-C-2753	O'Keefe & Merritt Co., Inc.
1-C-2822	Olin Industries, Inc.
18-C-1257	Oliver Corp., The.
6-C-1059	Olympic Luggage Corp.
14-C-1092	Owens-Illinois Glass Co.
20-C-1484	Pacific Airmotive Corp.
18-C-1252	Pacific Gamble-Robinson Co.
21-C-2466	Pacific Molded Products Co.
20-C-1510	Paraffin Cos., Inc.
5-C-2052	Parkside Hotel.
5W-C-19	Piedmont Wagon Mfg. Co.
18-C-1250	Penokee Veneer Co.
5-C-2229	Peoples Life Insurance Co.
10-C-1989	Peoples Motor Express, Inc.
19-C-1461	Pillsbury Flour Co.
13-C-3049	Plankinton Packing Co.
5-C-2095	Potomac Electric Power Co.
2-C-6590	Press Wireless Mfg. Corp.
9-C-2135	Pritchard, D. H., Contractor, Inc.
2-C-6306	Public Service Corp.
10-C-1806	Public Shirt Corp., Linwood Cotton Mills, Division of.
8-C-1750	Pure Oil Co., The Heath Refinery.
3-C-918	Rathburn Molding Corp.
2-C-6557	Raybestos Manhattan Inc., The.
13-C-2921	Reed, Charles H., & Co.
2-C-6208	Reeves-Ely Laboratories, Inc.
8-C-1941	Republic Steel Corp.
3-C-899	Resnick, Julius, Inc.
3-C-984	Revere Copper & Brass, Inc.
1-C-2846	Revere Textile Co.
15-C-983	Rice-Stix of Arkansas, Inc.
8-C-2025	Rome Products Co., et al.
10-C-1956	Roswell Cotton Mills, Inc.
4-C-1662	Rue Patent Leather Co.
13-C-2459	Russell Electric Co.
1-C-2906	Russell, James, Engineering Works, Inc.
10-C-1803	Russell Mfg. Co., Inc.
14-C-1245	St. Louis Independent Packing Co.
15-C-1222	Salant & Salant, Inc.
9-C-2197	Sawbrook Steel Casting Co., The.
10-C-1973	Sears Roebuck & Co.
24-C-131	Shell Co., Ltd., The (Porto Rico).
23-C-40	Shell Oil Co., Inc.
17-C-1387	Sifers Candy Co., Sifers, Earl I., d/b/a.
15-C-1065	Smith, W. T., Lumber Co.
2-C-6604	Snell, Foster D., Inc.
14-C-1129	Socony Vacuum Oil Co., Inc.
14-C-1145	Sohio Pipeline Co.
8-C-1899	Southshore Packing Co.
19-C-1441	Spokane Sleepmaster Co.
14-C-947	Sport Specialty Shoemakers, Inc.
20-C-1426	Stanislaus Canning Co.
15-C-1089	Steinberg & Co.
10-C-2004	Stremming Veneer Co.

15-C-1069	Sturges Co., The.
24-C-119	Sunland Biscuit Co., Inc.
20-C-1450	Sunnyside Winery & Lawrence Warehouse Co.
14-C-1125	Texas Co., The.
5-C-2123	Thomas Bros. Wholesale Produce.
10-C-2017	Thurmoid Mfg. Co.
2-C-6701	Tidewater Associated Oil Co.
15-C-1230	Times-Picayune Publishing Co., The.
15-C-1002	Tishomingo Country Electric Power Association.
8-C-2000	Toledo Desk & Fixture Co.
5-C-1847	Tower Hosiery Mills, Inc.
15-C-1240	Trelles, M., & Co.
18-C-1319	Tri-Country Electric Cooperative.
11-C-1295	Troy Refining Corp.
16-C-1365	Tulsa Broadcasting Co.
6-C-1015	Tygart Sportswear Co.
14-C-1271	Ullin Box & Lumber Co.
10-C-1785	Union Mfg. Co.
2-C-6228	Union Products Co.
8-C-1998	Union Screw Products Co.
2-C-6412	Unique Ventilation Co., Inc.
1-C-2864	United Elastic Corp.
10-C-1935	United States Rubber Co.
2-C-5760	Universal Camera Corp.
13-C-2733	Victor Manufacturing & Gasket Co.
14-C-1102	Victory Fluorspar Mining Co.
13-C-2731	Vogue Wright Studios, Inc.
5-C-2047	Wadesboro Full-Fashioned Hosiery Mills, Inc.
14-C-1118	Wagner Electric Corp.
9-C-2217	Wallace Corp., The.
17-C-1273	Western Oil Tool Co.
1-C-2849	Westinghouse Electric Corp.
8-C-1833	Westinghouse Electric & Mfg. Co., The.
8-C-1892	West Ohio Gas Co.
8-C-2061	White Motor Co., The.
3-C-939	Wilson Athletic Goods Mfg., Co.
15-C-1194	Wilson & Co.
8-C-1872	Wingert Contracting Co., Inc.
8-C-1880	Wooster Brass Co.
1-C-2871	Worcester Woolen Mills Corp.
1-C-2874	Worthington Pump & Machinery Corp.
14-C-1197	Wrought Iron Range Co.
5-C-2217	Wytheville Knitting Mills, Inc.
20-C-1628	Young Patrol Service.

II. Representation Cases

2-RE-93	Abrams, Morris, Inc.
10-R-1861	Acme Mfg. Co., Inc.
21-R-3564	Acme Brewing Co.
13-R-3679	Adams & Westlake Co., The.
13-R-3016	Admiral Corp.
10-R-2153	Advance Glove Mfg. Co.
7-R-2370	Advance Mfg. Co.
10-R-2034	Alabama Marble Co.
15-R-2084	Alabama Textile Products Corp.
13-R-3867	Algoma Hammock Co.
3-R-1281	Allied Chemical & Dye Corp., National Aniline Division.
9-R-2189	Allis-Chalmers Mfg. Co.
18-R-1640	All Steel Welded Truck Co.
9-R-2446	Amere Gas Utilities Co.
10-R-1996	American Agricultural Chemical Corp., The.

10-R-2494	American Bakeries Co.
4-R-2400	American Bridge Co.
13-R-4392	American Cabinet Hardware Corp.
2-R-7652	American Can Co.
8-R-2267	American Coach & Body Co.
5-R-2561	American Cyanamid Co.
6-R-1463	American Cyanamid Co.
7-R-2292	American District Telegraph Co.
2-R-7468	American Felt Co.
8-R-2475	American Floor Surfacing Machine Co., The.
5-R-2422	American Fork & Hoe Co.
10-R-2537	American Fruit Growers, Inc.
17-R-1665	American Furniture Co.
11-R-1199	American Furniture Co., The.
9-R-1962	American Gauge & Mfg. Co., The.
8-R-2446	American Greeting Publishers, Inc., The.
10-R-2386	American Mfg. Co.
1-R-3099	American News Co., The Connecticut News Co., the Division of.
5-R-2820	American Oil Co.
10-R-2234	American Oil Co.
8-R-2404	American Radiator & Standard Sanitary Corp.
10-R-2189	American Rag Stock Co., Jake & Josephine Lipsitz Co.
16-R-2215	American Republics Corp.
9-R-2443	American Rolling Mill Co., The.
2-R-5361	American South African Lines.
14-R-1496	American Zinc Co.
9-R-2306	Anderson Woodworking Co.
16-R-1659	Armco Drainage & Metal Products, Inc.
13-R-4020	Armour & Co.
19-R-1810	Armour & Co.
19-R-1895	Armour & Co.
13-R-4435	Armstrong Bros. Tool Co.
1-R-3734	Arrow Armature Co.
5-R-2876	Arrow Linen Service-Arrow Laundry.
15-R-1885	Artcraft Hosiery Co. (Meridian Division).
2-RE-91	Ashe Mfg. Corp.
5-R-2675	Asheboro Hosiery Mills, Inc.
1-R-3262	Association Canado Americaine.
2-R-6982	Atlantic Basin Iron Works.
10-R-2007	Atlantic Co.
10-R-2169	Atlantic Creosoting Co., Inc.
4-R-2010	Atlantic Refining Co., The.
4-R-2209	Atlas Powder Co.
16-R-2214	Auge, Ed., Packing Co.
13-R-3606	Aurora Wall Paper Mill, Inc.
19-R-1983	Auto Interurban Co.
13-R-4410	Automatic Electric Co., The.
21-R-3379	Aviola Radio Corp.
8-R-2449	Babcock & Wilcox Co., The.
2-R-7186	Bache, Semon & Co.
1-R-3235	Badger, E. B., & Sons Co.
13-R-3603	Badger Printing Co.
1-R-3507	Baltic Cotton Mills, The.
5-R-2718	Baltimore Casting Corp.
4-R-2210	Baltimore Life Insurance Co.
13-R-4095	Banta, George, Publishing Co.
13-R-4061	Banta Publishing Co.
2-R-7544	Barnet, William & Son, Inc.
3-R-1347	Barthelmes, K., Mfg. Co. & Nunn Brass Works.
5-R-2540	Bassick-Sack Co., Inc.
15-R-1943	Bath, M. L. Co., Ltd.
20-R-1909	Bauer-Schweitzer Hop & Malt Co.
8-R-2304	Beach Co., The.
8-R-2483	Belden Brick Co., The.
21-R-3551	Bell Cabinet Co.
1-R-3488	Belle Talbot Combing Co.
1-R-3334	Bemis Bag Co.

2-R-7134	Bendix Aviation Corp.
5-R-2917	Bendix Aviation Corp.
5-R-2708	Bernhardt Furniture Co.
10-R-2206	Berry-McAfee Box Co., R. R. Berry.
4-R-2518	Bethlehems' Globe Publishing Co.
4-R-2169	Billig Shoe Co., Inc.
16-R-2190	Billingsly, L. B., Machinery & Supply Co.
4-R-2542	Binder Cooperage Co.
11-R-1092	Black Hawk Coal Corp. (Black Hawk Mine.)
16-R-2158	Blackwell Cheese Co.
6-R-1648	Blair, J. C., Co.
11-R-1156	Blount Plow Works.
10-R-2168	Blue Belt Fertilizer Co.
5-R-2564	Blue Ridge Stone Corp.
4-R-2490	Blue Star Air Lines, Inc.
13-R-4268	Bodine Printing Co.
6-R-1436	Bond Crown & Cork Co.
4-R-2075	Bond Printing Co., Inc.
5-R-2679	Borden Manufacturing Co.
7-R-2340	Borg-Warner Corp.
10-R-2162	Borg-Warner Corp. (Norge Division).
14-R-1621	Borg-Warner Corp. (Norge Division).
2-R-7002	Boulevard Transit Lines, Inc.
4-R-2177	Bowers Battery & Spark Plug Co., Inc.
14-R-1653	Boyd-Welsh, Inc.
5-R-2597	Brasfield, George F. & Co., Inc.
19-R-2111	Brewster Pateros Processors, Inc.
5-R-2451	Briggs Mfg. Co.
14-R-1561	Brown Shoe Co.
15-R-1907	Brown Shoe Co.
10-R-2068	Brown Stove Works, Inc.
21-R-3394	Brunswig Wholesale Drug Co.
6-R-1496	Buckeye Coal Co.
9-R-2117	Buckeye Steel Castings Co., The.
7-R-2611	Bull Dog Electric Products Co.
19-R-1884	Bunker Hill & Sullivan Mining & Concentrating Co.
4-R-2107	Burkart, F., Mfg. Co.
16-R-2221	Burrus Feed Mills.
6-R-1476	Butler Consolidated Coal Co.
7-R-2521	Cadillac Gage Co.
15-R-1993	Calcasieu Paper Co., Inc.
20-R-1914	California Almond Growers Association.
20-R-1806	California Metal Trades Association.
20-R-1721	California State Brewers Institute.
6-R-1488	Cameron Mfg. Corp.
1-R-3134	Campbell, A. S., Co.
20-RE-52	Canada Dry Ginger Ale, Inc.
21-R-3626	Canada Dry Ginger Ale, Inc.
8-R-2168	Canton Drop Forging & Mfg. Co., The.
6-R-1481	Canyon Coal & Coke Co.
13-R-4102	Capitol Stamping Corp.
9-R-2048	Carbide & Carbon Chemicals Corp.
10-R-2284	Carbide & Carbon Chemicals Corp.
3-R-1294	Carborundum Co., The.
15-R-1932	Cash Wholesale Co. & Sterling Stores, Inc.
21-R-3424	Castle Dome Copper Co., Inc.
6-R-1531	Castle Shannon Coal Corp.
4-R-2537	Celanese Corp. of America.
5-R-2630	Celanese Corp. of America.
10-R-2377	Central Foundry Co.
15-R-1536	Central Louisiana Electric Co.
8-R-2485	Central Ohio Light & Power Co.
10-R-2288	Certain-Teed Products Corp.
18-R-1641	Champion Motors Co.
6-R-1560	Champion Stores, Inc.
1-R-3344	Chase-Shawmut Electrical Supply Co.
1-R-3271	Chatfield Paper Co., The.

5-R-2512	Chesapeake Paperboard Co., The.
13-R-4149	Chicago Journal of Commerce, Inc.
15-R-1694	Chicago Mill & Lumber Co.
15-R-2169	Chicago Mill & Lumber Co.
7-R-2384	Chicago Pneumatic Tool Co.
13-R-3730	Chicago Rotoprint Co.
11-R-1070	Christian Coal Co., Thomas Christian d/b/a.
6-R-1518	Christopher Coal Co.
7-R-2502	Chrysler Corp.
7-R-2413	Chrysler Corp.
7-R-2505	Chrysler Corp.
21-R-3832	Chrysler Motors of California.
9-R-2142	Cincinnati Gas & Electric Co., The, and its affiliate, The Union Light, Heat & Power Co.
10-R-2120	City Compress & Warehouse Co.
10-R-2465	City Ice & Fuel Co.
7-R-2607	Clarage Fan Co.
10-R-2296	Clawson & Bals, Inc.
6-R-1726	Clearfield Machine Co.
13-R-3965	Clements Manufacturing Co.
8-R-2249	Cleveland Quaries Co., The Sterling Grinding Wheel Division.
15-R-1901	Clinton Lumber Corp.
5-R-2902	Coast-In Pontiac Co.
1-R-3223	Colonial Corp.
17D-R-1	Colorado-Wyoming Gas Co.
2-R-6599	Columbia Broadcasting System, Inc.
14-R-1571	Columbia Broadcasting System, Inc.
13-R-4330	Columbia Envelope Co.
13-R-4035	Columbia Mills Inc., The
21-R-3687	Columbia Pictures Corp., et al.
10-R-1842	Combustion Engineering Co., Inc.
13-R-4133	Commercial Furniture Co.
10-R-2616	Commercial Printers, Inc.
10-RE-23	Commercial Printing Co., Inc.
15-R-2196	Commercial Solvents Corp.
5-R-2925	Concrete Pipe & Products Co., Inc.
2-R-6631	Congoleum-Nairn, Inc.
1-R-3266	Connecticut Cabinet Co.
2-R-7112	Consolidated Edison Co., New York, Inc.
13-R-3659	Consolidated Electrical Products & Electrical Apparatus Co.
16-R-1897	Consolidated Gas Utilities Corp.
21-R-3350	Consolidated Pipe Co., The.
16-R-2120	Consolidated Steel Corp.
2-R-7418	Consolidated Telegraph & Electrical Subway Co.
10-R-2546	Consolidated Vultee Aircraft Corp.
21-R-3252	Consolidated Vultee Aircraft Corp.
21-R-3931	Consolidated Vultee Aircraft Corp.
13-R-3995	Constant Hosiery Mills.
2-R-6510	Continental Can Co., Plant No. 8.
2-R-7535	Continental Can Co., Inc.
2-R-7642	Continental Can Co., Inc.
4-R-2586	Continental Can Co., Inc.
14-R-1514	Continental Can Co., National Stock Yards.
6-R-1507	Continental Foundry & Machine Co.
10-R-2352	Continental Gin Co.
7-R-2306	Continental Motors Corp.
16-R-2099	Continental Oil Co.
10-R-2177	Cook, J. B., Auto Machine Co., Inc.
7-R-2347	Coopersville Cooperative Elevator Co.
15-R-2077	Copolymer Corp.
15-R-1820	Corinth Machinery Co.
6-R-1467	Costanzo Coal Mining Co.
9-R-2645	Courier-Journal & Louisville Times Co.
4-R-2133	Courier Post Co.
21-R-3433	Cousins Tractor Co., Inc.
13-R-4042	Crane Co.
13-R-4309	Crane Co.
1-R-3476	Credit Bureau of Greater Boston.

15-R-1729 Crescent Towing & Salvage Co.
15-R-1768 Crossett Chemical Co.
15-R-1769 Crossett Lumber Co.
6-R-1495 Crucible Steel Co. of America.
6-R-1635 Crucible Steel Co. of America.
18-R-1556 Cudahy Packing Co., The
10-R-2398 Cumberland Tobacco Works.
16-R-1743 Cummer-Graham Co.
16-R-2065 Cummer-Graham Co.

8-R-1995 Dana Corp., Spicer Mfg., Division of.
10-R-1878 Danita Hosiery Mfg. Co., Inc.
2-R-6602 Danly Machine Specialties, Inc.
2-R-6921 Dayton, Price, & Co., Ltd., & Muller & Phipps Asia, Ltd.
14-R-1632 Dazy Corp.
21-R-3470 Deeco Co.
16-R-2034 Deep Oil Development Co.
18-R-1714 Deere, John, Dubuque Tractor Co.
5-R-2886 Delaware Knitting Co., Inc.
13-R-3627 De Leuw, Cather & Co.
15-R-2151 Delta Pine Products Co.
17-R-1606 Denver Dry Goods Co., The.
16-R-1964 Denver Producing & Refining Co.
7-R-2462 Detrex Corp.
7-R-2526 Detroit Edison Co., The.
7-R-2649 Detroit Edison Co., The.
13-R-4232 DeVry Corp.
13-R-4286 Dewey-Shepard Boiler Co., Inc., The.
1-R-3310 Diamond Match Co., The.
13-R-4204 Dick, A. B., Co.
7-R-2375 Die Tool Engineering Co. & Die Tool Pattern Co.
5-RE-12 Distributors Association of the Norfolk Area.
10-R-1734 Dixie Shirt Co., Inc.
10-R-2588 Dixie Wholesale Grocery Co., Inc.
20-R-1802 Dohrmann Hotel Supply Co.
3-R-1322 Dollinger Corp.
4-R-2128 Domestic Engine & Pump Co.
1-R-3616 Dominant, Inc.
2-R-6695 Don Juan, Inc., & Don Juan Co., Inc.
2-R-7458 Dorset Foods, Ltd.
15-R-1748 Dothan Silk Hosiery Co., Inc.
1-R-3311 Draper Corp.
1-R-3376 Draper Corp.
1-R-3555 Draper Corp.
13-R-4282 Drewrys Ltd., U. S. A., Inc.
18-R-1551 Dryden Rubber Co.
18-R-1731 Dunham, C. A., Co.
5-R-2454 du Pont, E. I., de Nemours & Co., Inc. (Spruance Plant).
5-R-2810 du Pont, E. I., de Nemours & Co.
9-R-2410 du Pont, E. I., de Nemours & Co. (Neoprene Plant).
6-R-1621 Duquesne Light Co.
13-R-4113 Duro Metal Products Co.

2-R-6887 Eagle Cabinet Co.
17-R-1540 Eagle-Picher Mining & Smelting Co.
21-R-3421 Eagle-Picher Mining & Smelting Co.
6-R-1257 Eastern Gas & Fuel Associates (Koppers Coal Division).
9-R-2435 Eastern Gas & Fuel Associates.
24-R-156 Eastern Sugar Associates (a trust).
16-R-2096 East Texas Electric Steel Co.
2-R-7236 Eastwood, Benjamin, Co.
7-R-2296 Eaton Mfg. Co.
6-R-1524 Ebensburg Coal Co.
13-R-3985 Eclipse Lawn Mower Co., The.
4-R-2234 Edge-Moor Iron Works, Inc.
2-R-7087 Edo Aircraft Corp.
14-R-1463 Egyptian Power Co.
13-R-3785 Eisner Grocery Co.

1-R-3302 Ekco Products Co. (Sta-Brite Division).
16-R-2127 El Campo Rice Milling Co.
14-R-1581 Elder Mfg. Co.
8-R-2354 Electric Auto-Lite Co. (Spark Plug Division).
9-R-2685 Electric Auto-Lite Co.
21-R-3762 Electric Household Utilities Corp.
8-R-2433 Electro-Metallurgical Co.
17-R-1582 Elgin National Watch Co.
11-R-1229 Ellis, James C. (Oil Production) James C. Ellis, d/b/a.
18-R-1756 Ely-Walker Dry Goods Co.
14-R-1497 Embassy Mfg. Co.
2-R-6929 Emerson Phonograph & Radio Corp.
9-R-2590 Emperor Coal Co.
16-R-2194 Emsco Derrick & Equipment Co.
21-R-3494 Emsco Derrick & Equipment Co.
4-R-2259 Energetic Worsted Corp.
5-R-2481 Engineering & Research Corp.
4-R-2553 Englishtown Cutlery, Ltd.
10-RE-22 Esdorn Lumber Corp.
13-R-3952 Estee Bedding Co.
2-R-6848 Evans, J. W. & Son.
4-R-2579 Evans, S. W. & Son.
2-R-6818 Ever-Ready Label Corp.
13-R-4033 Eversharp, Inc.
6-R-1604 Ex-cell Coal Co., John G., Sr., & John G., Jr., Hoffstot d/b/a.

4-R-2623 Fab-Weld Corp.
10-R-2410 Fagen, A. A.
1-R-3341 Fairchild Advertising, Inc.
2-R-6697 Fairchild Engine & Airplane Corp.
2-R-7337 Fairchild Engine & Airplane Corp. (Pilotless Plane Division).
3-R-1430 Fairchild Engine & Airplane Corp. (Duramold Division of).
5-R-2393 Fairchild Engine & Airplane Corp.
13-R-3818 Fairmont Creamery Co.
17-R-1707 Fairmont Creamery Co.
18-R-1706 Fairmont Creamery Co.
10-R-2634 Fairmont Mills, Inc.
7-R-2513 Falcon Mfg. Co.
19-R-2023 Farmers Cooperative Union, Inc.
2-R-7743 Farmers Feed Co.
15-R-1887 Farmers Produce Co., Goldberg, E. M., d/b/a.
13-R-4130 Farnsworth Television & Radio Corp.
15-R-2137 Fayette Hardwood Co.
7-R-2311 Federal-Mogul Corp.
7-R-2593 Federated Publications, Inc.
13-R-3918 Field Enterprises, Inc.
15-R-1730 Filtrol Corp.
21-R-3961 Filtrol Corp.
4-R-2414 Firestone Tire & Rubber Co.
8-R-2447 Firestone Tire & Rubber Co.
10-R-2442 Firestone Tire & Rubber Co.
15-R-1941 Firestone Tire & Rubber Co.
18-R-1754 Firestone Tire & Rubber Co.
21-R-3614 Firestone Tire & Rubber Co. of California.
11-R-1065 Fischer Chair Co., The.
15-R-2085 Flintkote Co.
10-R-2628 Florida All-Bound Box Co.
10-R-1716 Food Machinery Corp.
6-R-1213 Ford Collieries Co.
20-R-1940 Foreman & Clark.
10-R-2512 Fort Payne Hosiery Mills, Inc.
5-R-2920 Foster Bros., & Co.
2-R-6724 Franklin, A. W., Mfg. Corp., Franklin Airloop Corp.
20-R-1732 Fraser Furnace Co.
5-RE-28 French Broad Electric Membership Corp.
1-R-3416 French Mfg. Co.
13-R-3762 Fresh'nd-Aire Co.

7-R-2380 Frigid Food Products, Inc.
17-R-1661 Frontier Refining Co., The.
1-R-3478 Frost, D. O., Co.
7-R-2472 Fry, Lloyd A., Roofing Co.
10-R-1924 Fulton Bag & Cotton Mills.

4-R-2246 G & A Aircraft, Inc.
6-R-1702 Galeton Foundry Co., Inc.
18-R-1646 Galloway Co., Inc., The.
1-R-3388 Gamma Leather Goods Co.
2-R-6859 Garden State Hosiery Co.
4-R-2378 Garrett, George K., Co., Inc.
5-R-2648 Garrett Tobacco Co.
7-R-2309 Gar Wood Industries, Inc.
5-R-2717 Gary Steel Products Corp.
5-R-2513 Gastonia Combed Yarn Corp.
13-R-4226 Gasway Corp.
13-R-3947 Gaylord Products, Inc.
18-R-1785 Gazette Co., The.
8-R-2517 Geier, P. A., Co., The.
2-R-7071 Gemloid Corp.
3-R-1393 General Baking Co. (Bond Plant).
2-R-7105 General Cable Corp.
18-R-1650 General Dairy Equipment Co.
1-R-3638 General Electric Co.
4-R-2109 General Electric Co.
6-R-1345 General Electric Co., Bridgeville Glass Works.
8-R-2291 General Electric Co.
9-R-2495 General Electric Co., Ken-Rad Division.
13-R-4028 General Electric Co.
20-R-1933 General Electric Co.
13-R-3967 General Electric X-Ray Corp.
8-R-2443 General Mills, Inc., Larrowe Division.
3-R-1353 General Motors Corp.
7-R-2511 General Motors Corp.
9-R-2575 General Motors Corp.
17-R-1761 General Motors Corp.
21-R-3461 General Petroleum Corp.
21-R-3462 General Petroleum Corp. of California.
9-R-2389 General Refractories Co.
10-R-2148 General Shale Products Corp.
10-R-1958 General Shoe Corp.
2-R-6900 General Steel Products Corp.
11-R-1008 General Tire & Rubber Co.
5-R-2817 Gilbert Storage & Transfer Co.
19P-R-26 Gilchrist Timber Co.
9-R-2659 Glidden Co., The.
13-R-3959 Globe Co., The.
8-R-2503 Globe Steel Abrasive Co., The.
3-R-1483 Gloversville Knitting Co.
13-R-3688 Goldblatt Bros, Inc.
13-R-4355 Goldblatt Bros., Inc.
8-R-2616 Golden Age Beverage Co.
1-R-3539 Gongdon, F. G., Co.
15-R-2080 Gooch, C. M., Lumber Co.
9-R-2497 Goodrich, B. F., Co., The.
9-R-2501 Goodrich, B. F., Chemical Co.
10-R-2506 Goodrich, B. F., Co.
13-R-3750 Goodrich Electric Co.
21-R-3736 Goodyear Synthetic Rubber Corp.
17-R-1696 Grace Co., The.
2-R-7389 Grace Line, Inc.
20-R-1132 Grace line, Inc.
2-R-7712 Grady, George, Press, Inc.
7-R-2434 Grand Rapids Cabinet Co.
18-R-1713 Great Lakes Pipe Line Co.
8-R-2288 Great Lakes Towing Co., The.

9-R-2342 Great Trails Broadcasting Co.
13M-R-16 Green Bay Drop Forge Co.
1-R-3172 Greenville Finishing Co., Inc.
10-R-2525 Greenville Steel & Foundry Co.
4-R-2513 Greenwich Oyster Co.
16-R-2111 Griffin-Goodner Grocery Co.
19-R-2004 Grinnell Co. of the Pacific.
10-R-1757 Grinnell Corp.
8-R-2250 Griscom-Russell Co., The.
5-R-2632 Gross, A., Candle Co., The.
16-R-1819 Gulf Oil Corp.
15-R-1949 Gullett Gin Co.
11-R-1269 Gunnison Homes, Inc.
20-R-1828 Guntert & Zimmerman Co.
10-R-2077 Gurney Mfg. Co., & Jewel Fabrics Co.

7-R-2471 Habitant Shops, Inc.
16-R-1962 Hall Level & Mfg. Works.
9-R-1966 Hamilton Gas Corp.
5-R-2599 Hanes Dye & Finishing Co.
8-R-2612 Hanna, M. A., Co., The.
8-R-2238 Hanson Clutch & Machinery Co., The.
13M-R-9 Harnischfeger Corp.
7-R-2393 Hart & Cooley Mfg. Co.
1-R-3116 Hartford Courant Co., The.
10-R-1997 Harris Foundry & Machine Co.
15-R-1697 Harriston Hardwood Co.
13-R-3829 Harrison Sheet Steel Co.
13-R-4329 Harrison Steel Castings Co., The.
13-R-4097 Hart-Carter Co.
2-R-7226 Hat Corp. of America, The.
23-R-267 Hawaiian Dredging Co.
18-R-1778 Hawkeye Steel Products Co.
2-R-7246 Hawley & Hoops.
6-R-1475 Heisley Coal Co.
15M-R-46 Herff Motor Co.
6-R-1554 Heyden Chemical Corp.
15-R-1680 Higgins Inc. (Michaud Plant).
11-R-1192 Hillenbrand Industries.
6-R-1523 Hillman Coal & Coke Co. (Barking Mine).
13-R-3812 Hillman's Inc.
18-R-1649 Hinson Mfg. Co., The.
6-R-1468 Hitchman Coal & Coke Co.
21-R-3418 Hoffman Radio Corp.
4-R-2208 Hollingshead Corp., The.
14-R-1456 Hollywood Brands, Inc.
5-R-2926 Home Laundry Co., Inc.
23-R-202 Honolulu Rapid Transit Co., Ltd.
3-R-1407 Hooker Electrochemical Co.
11-R-1242 Hoosier Desk Co.
18-R-1823 Horn Mfg. Co., Inc.
10-R-2213 Horton's Laundry, Inc.
16-R-1810 Houston Cartage Co.
16-R-1901 Houston Packing Co.
13-R-3984 Houdaille-Hershey Corp., Chicago Bumper Division.
16-R-1877 Hubby-Reese Co.
1-R-3599 Hub Processing Co., Inc.
5-R-2700 Hudson Hosiery Co.
15-R-2117 Huff Truck Lines, Inc.
13-R-4354 Humiston-Keeling & Co.
20-R-1741 Hummel Furniture Mfg. Co.
13-RE-46 Hyde Park Cooperative Society, Inc.
19-R-1708 Hyser Co., The.
1-R-2967 Hytron Radio & Electronics Corp.

20-R-1582 Idaho Maryland Mines Corp.
13-R-3969 Illini Coach Co.
13-R-3596 Illinois Northern Utilities Co.

13-R-4058 Imperial Brass Mfg. Co.
5-R-2852 Imperial Tobacco Co.
13-R-4010 Indiana Lumber & Mfg. Co.
13-R-4173 Industrial Lamp Corp.
8-R-2407 Industrial Rayon Corp.
15-R-1849 Ingalls Shipbuilding Corp., The
15-R-1863 Ingalls Shipbuilding Corp., The
14-R-1620 Inland Steel Co.
21-R-3602 International Cementers, Inc.
7-R-2453 International Detrola Corp.
9-R-2429 International Harvester Co.
10-R-2343 International Harvester Co.
11-R-1088 International Harvester Co.
13-R-3662 International Harvester Co., Melrose Park Plant.
13-R-4210 International Harvester Co.
19-R-2084 International Harvester Co.
16-R-1752 International Minerals & Chemical Corp.
4-R-2191 International Paper Co., The Agar Container Division of.
13-R-3631 International Register Co.
15-R-2160 International Salt Co., Inc.
11-R-1183 International Shoe Co.
14-R-1471 International Shoe Co., Box Department.
14-R-1708 International Shoe Co.
17-R-1800 International Shoe Co.
16-R-2258 Interstate-Trinity Warehouse Co.
18-R-1736 Iowa Packing Co.

15-R-1961 Jackson Box Co.
2-R-7141 Jacoby-Bender, Inc.
9-R-2657 Jaeger Machine Co., The.
6-R-1259 Jamison Coal & Coke Co.
11-RE-6 Jasper Cabinet Co.
11-R-1241 Jasper Desk Co.
11-R-1193 Jasper Novelty Furniture Co.
11-R-1196 Jasper Office Furniture Co.
11-RE-8 Jasper Veneer Mills.
11-RE-7 Jasper Wood Products Co., Inc.
11-R-1078 Jenkins Coal Mining Co.
10-R-1961 Johnson City Foundry & Machine Works, Inc.
7-R-2572 Johnson Handley & Johnson Furniture Co.
8-R-2523 Johnson & Jennings Co., The.
5-R-2491 Johnson, J. F. Lumber Co.
13-R-4141 Johnson & Johnson Co.
6-R-1505 Jones & Laughlin Steel Corp., Vesta-Shannopin Coal Division.
5-R-2964 Jones, Paul, & Co.
2-R-7177 Journal of Commerce Corp.

14-R-1427 K-M-D Mining Co.
21-R-3510 Kaiser Co., Inc. (Iron and Steel Division).
7-R-2420 Kaiser-Frazer Corp.
17-R-1810 Kansas City Power & Light Co.
17-R-1701 Kansas City Star Co., The.
2-R-6768 Karron, David, Inc.
6-R-1605 Katherine Coal Mining Co.
17-R-1704 Kaw Pipeline Co.
20-R-2227 Kay Mfg. Co.
5-R-2413 Kearns, O. E., & Son, Inc.
16-R-2041 Kelly, G. A., Plow Co.
10-R-1855 Kennelly Transfer & Storage Co., Inc.
7-R-2582 Kelsey-Hayes Wheel Co.
6-R-1558 Kennametal, Inc.
8-R-2454 Kentucky Central Life & Accident Insurance Co.
4-R-2504 Keystone State Shoe Co., Inc.
1-R-3748 Kidder Press.
10-R-2139 King, T. C., Pipe Co.
7-R-2616 King Trendle Broadcasting Corp.
16-R-1830 Kirby Lumber Co.

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17-R-1445 Kistler, W. H., Stationery Co.
7-R-2619 Kline, Lewis T. Co.
7-R-2435 Klise Mfg. Co.
1-R-3706 Knight, George & Co.
17-R-1719 Knowles, Vans, Inc.
11-R-1246 Knox Consolidated Coal Corp.
10-R-2573 Knox Metal Products Co.
13-R-4147 Knoxville Mining Co.
21-R-3458 Kohlenberger Engineering Corp.
15-R-1954 Kohlmann Bros. & Sugarman Co.
4-R-2229 Koppers Co., Inc.
23-R-221 Kress, S. H. & Co.
2-R-6993 Kroder-Reubel Co.
16-R-1825 Kroehler Mfg. Co.
13-R-3876 Kropp Forge Co.
13-R-3773 Krueger Sentry Gauge Co.
13-R-4198 Kuhner Packing Co.

13-R-4284 L. & N. Mfg. Co.
6-R-1410 Landis Machine Co.
10-R-1937 Lanett Bleachery & Dye Works.
7-R-2362 Langs Plating & Mfg. Co.
5-R-2701 Larkwood Hosiery Mills, Inc.
13-R-3783 LaSalle-Crittenden Press, Inc.
1-R-3229 LaSalle Upholstering Co., Samuel Selig, d/b/a.
4-R-2543 Lehigh River Mill, Inc.
4-R-2473 Lenning, Chas., & Co., Inc.
13-R-4231 Lever Bros. Co.
3-R-1289 Levor, G., & Co., Inc.
1-R-3320 Lewis, Phillip & Sons, Inc., Reuben & Samuel Lewis, a partnership, d/b/a.
5-R-2567 Liberty Hosiery Mills, Inc.
5-R-2463 Life Insurance Co., of Virginia, The.
2-R-6930 Liggett Drug Co.
10-R-2673 Liggett Drug Co., Inc.
5-R-2646 Liggett & Myers Tobacco Co.
5-R-2778 Liggett & Myers Tobacco Co.
9-R-2544 Liggett & Myers Tobacco Co.
7-R-2433 Light Metals Corp.
8-R-2415 Lima Association of Beer Distributors.
19-R-1845 Lindeman Power & Equipment Co.
2-R-6521 Lindstrom Co.
4-R-2422 Line Material Co. of Pennsylvania.
4-R-2160 Link-Belt Co.
13-R-4317 Link-Belt Co.
19-R-1967 Link-Belt Co. (Pacific Division).
15-R-2004 Lion Oil Co., Chemical Division.
21-R-3725 Locker Aircraft, Inc.
21-R-3192 Lockheed Aircraft Corp.
21-R-3432 Lockheed Aircraft Corp.
4-R-1846 Lonergan, J. E., Co.
16-R-1667 Lone Star Steel Corp.
20-R-1789 Long Bell Lumber Co., Weed Division.
8-R-2308 Lorain Coal & Dock Co.
5-R-2402 Lord Baltimore Press.
9-R-2374 Lorillard, P., Co.
15-R-2070 Louisiana Cypress Lumber Co., Inc.
2-R-7543 Lowenstein, Casper, Inc.
13-R-3643 Luminous Processes, Inc.
24-R-157 Lykes Bros., S. S. Co., Inc.

10-R-2207 McAfee Candy Co.
8-R-2199 McGean Chemical Co., The.
5W-R-26 McLeod Veneer Co.

4-R-2643 Maccallum Lines.
7-R-2585 Macomb Trailer Coach Co.
21-R-3474 Mac's Equipment & Repair Co.

15-R-1933 Magnolia Cotton Mills.
15-R-2063 Malvern Brick & Tile Co.
1-R-3468 Manchester Knitted Fashion & Manchester Sport Fashion.
13-R-3810 Mandel Bros., Inc.
13-R-4429 Mark, Clayton & Co.
1-R-3145 Manning, Bowman & Co.
15-R-1794 Mansfield Hardwood Lumber Co.
13-R-4090 Marshall Field & Co.
13-R-4306 Marshall Field & Co.
5-R-2910 Martin, Glenn L., Co.
20-R-1792 Martinolich Shipbuilding Co.
5-R-2802 Martinsville Novelty Corp.
8-R-2297 Mason & Son Coal Co.
1-R-3405 Massachusetts Bonding & Insurance Co.
13-R-4388 Matthiessen & Hegeler Zinc Co.
21-R-3416 May Co., The.
21-R-3562 May Department Stores Co., The.
16-R-1983 Med-Co. Gasoline Co.
15-R-1913 Memphis Butchers Association, Inc.
21-R-3938 Men's Fashion of California.
16-R-1737 Merchants Delivery Service.
1-R-3459 Merchants National Bank of Boston, The.
13-R-3587 Merchants Packing Co.
10-R-2642 Meredith, William C., Co., Inc.
15-R-2057 Meridian Grain & Elevator Co.
1-R-3088 Metals Controls Corp., General Plate Division of.
2-R-6761 Meyer, Jos. H., Bros.
21-R-3400 Miami Copper Co.
8-R-2261 Midland Steamship Line, Inc.
2-R-6735 Milford Glass Works, Inc.
13-R-3927 Miller Meters, Inc.
21-R-3486 Milliron's.
6-R-1474 Minds Coal Mining Corp.
18-R-1565 Minneapolis Honeywell Regulator Co.
14-R-1449 Mississippi Lime Co.
15-R-2106 Mississippi Products Co.
9-R-2428 Mississippi Valley Barge Line Co.
13-R-3690 Mitchell Mfg. Co.
8-R-2315 Model Dairy Kichner, R. W., d/b/a.
11-R-1223 Modern Machine & Pattern Co.
21-R-3489 Monolith Portland Cement Co.
6-R-1472 Monroe Mining Co.
10-R-2231 Monsanto Chemical Co.
10-R-2585 Monsanto Chemical Co.
16-R-1840 Monsanto Chemical Co.
3-R-1245 Montgomery Ward & Co., Inc.
17-R-1585 Montgomery Ward & Co., Inc.
19-R-1870 Montgomery Ward Co., Inc., a corporation.
9-RE-14 Moore-Eastwood & Co.
10-R-2033 Morretti-Harrah Marble Co., Inc.
10-R-2474 Morrison Turning Co.
16-R-1758 Mosher Steel Co.
4-R-2567 Motor Rebuilders, Inc.
2-R-6373 Mountain Ice Fuel Corp.
1-R-3589 Murray Leather Co.
10-R-2561 Muscle Shoals Broadcasting Co.
10-R-2021 Mutual Fertilizer Co.
13-R-3787 Myers-Sherman Co., The.
16-R-2168 Myers, Sidney, Inc.

10-R-1946 Nashville Cotton Oil Mill Corp.
15M-R-77 Nashville Hardwood Co.
15-R-1678 Natchez Hardwood Co.
6-R-1620 National Can Corp.
9-R-2557 National Cash Register Co., The.
2-R-7760 National Chair Furniture Co.
10-R-2654 National Container Corp.
6-R-1514 National Electric Products Corp.

2-R-7297	National Foundry of New York, Inc.
10-R-2463	National Kaolin Products Co.
14-R-1573	National Mattress Co.
21-R-4011	National Metal & Steel Corp.
2-R-6652	National Silver Co.
2-R-6755	National Silver Co.
13-R-4188	National Transformer Corp.
8-R-2476	National Tube Co.
5-R-2699	Nebel Knitting Co.
13-R-4212	Neff Concrete Products Co.
8-R-2662	Neon Products, Inc.
8-R-2180	Newark Stove Co., The.
7-R-2326	Newcomb Detroit Co.
1-R-3664	New England Retinning, Inc.
6-R-1583	New Enterprise Stone & Lime Co.
1-R-3453	New Jersey Rubber Co.
1-R-3452	Newman-Crosby Steel Corp.
15-R-1848	New Orleans Coal & Bisso Tow Boat Co.
6-R-1561	News Publishing Co.
16-R-2060	New York Merchandise Co.
9-R-2330	Noma Electric Corp., of Maryland, K-D Lamp Division.
4-R-2481	Norristown Magnesia & Asbestos Co.
16-R-2146	Norris, W. C., Mfg., Inc.
5-R-2359	North Carolina Pulp Co.
6-R-1715	Northeastern Container Corp.
17D-R-24	Northern Utilities Co.
13-R-3877	Northwest Engineering Co.
6-R-1469	Northwestern Mining & Exchange Co. of Erie, Pennsylvania.
13-R-3632	Northwestern Publishing Co. (WDAN), a corporation.
5W-R-37	Norwood Veneer Co.
13-R-3672	Ohio Chemical & Mfg. Co., The, Scanlon-Morris Division.
8-R-2463	Ohio Power Co., The.
8-R-2626	Ohio Power Co., The.
8-R-2327	Ohio Public Service Co., The.
8-R-2575	Ohio Rubber Co.
8-R-2342	Ohio Telephone Service Co.
9-R-2616	Ohmer Corp., The.
2-R-7327	Okonite Co.
5-R-2488	Old Dominion Box Co.
1-R-3422	Olin Industries, Inc.
13-R-3507	Oliver Corp., The.
13-R-3777	Oliver Corp., The.
14-R-1518	Oliver Corp., The.
17-R-1644	Omaha Cold Storage Co.
15-R-2134	Orleans Materials & Equipment Co., Inc.
21-R-3437	Osherenko, Joseph R.
1-R-3679	Owens-Corning Fiberglass Corp.
8-R-2269	Owens-Corning Fiberglass Corp.
15-R-1876	Owosso Mfg. Co.
19-R-2087	Pacific Car & Foundry Co.
19-R-2045	Pacific Car & Foundry Co.
20-R-1712	Pacific Gas & Electric Co.
20-R-1791	Pacific Gas & Electric Co.
1-R-3287	Pacific Mills.
19P-R-27	Pacific Telephone & Telegraph Co., The.
19-R-2075	Pacific Telephone & Telegraph Co., The.
21-R-3580	Pacific Tube Co.
8-RE-27	Packard Motor Car Co.
13-R-4060	Packers Association of Chicago, The, et al.
2-R-6863	Paint Engineering, Inc.
5-R-2986	Palace Laundry & Dry Cleaning Corp.
15-R-2113	Palmer, G. L., Packing Co.
1-R-3216	Paragon Rubber Co.
20-R-1925	Paramount Flag Co.
14-R-1499	Paramount Shoe Mfg. Co.
2-R-7182	Parkchester Machine Corp.

16-R-1898	Parker Bros. & Co.
15-R-1765	Parker, M. B., Co.
18-R-1722	Pastor, J. D., & Co.
5-R-2391	Patapsco Scrap Co.
2-R-7486	Paterson Silk Machinery Exchange.
13-R-4076	Patex Bros., Inc.
3-R-1484	Pathfinder Chemical Corp.
2-R-6427	Patterson, J. A., Trucking Corp.
5-R-2775	Patterson Mills.
17-R-1450	Peck, George B., Inc.
1-R-3482	Peck, Stowe & Wilcox Co., The.
5-R-2710	Pembroke Limestone Corp.
6-R-1211	Pennsylvania Coal & Coke Corp.
5-R-2441	Peoples Life Insurance Co.
13-R-4274	Peoria Wholesale Liquor Distributors' Association.
5-R-2537	Perfection Garment Co.
8-R-2428	Perfection Spring & Equipment Co.
9-R-2497	Pet Milk Co.
4-R-2568	Philadelphia Gas Works Co., The.
10-R-2477	Phillips, Dr. P., Canning Co.
5-R-2882	Phillips Packing Co.
16-R-1929	Phillips Petroleum Co., Borger Refinery.
16-R-2093	Phillips Petroleum Co.
9-R-2399	Pickerington Creamery, Inc.
4-R-2374	Pioneer Paper Stock Co.
8-R-2642	Pipe Machinery Co., The.
6-R-1661	Piper Aircraft Corp.
16-R-1971	Piper Aircraft Corp.
6-R-1484	Pittsburgh Coal Co.
10-R-1822	Pizitz, Louis, Dry Goods Co.
13-R-3562	Plankinton Packing Co.
5W-R-25	Planters Cotton Oil & Fertilizer Co.
9-R-2416	Plastex Corp., The.
4-R-2373	Pocono Apparel Mfg. Co.
13-R-3968	Polish National Alliance.
16-R-2060	Postex Cotton Mills, Inc.
3-R-1504	Post-Standard Co.
16-R-1972	Potosi Tie & Lumber Co.
20-R-2199	Poultry Producers of Central California.
8-R-2314	Precision Castings Co., Inc.
6-R-1458	Pressed Steel Car Co., Inc.
13-R-4146	Products Manufacturing & Engineering Corp.
19-R-2092	Prudential Insurance Co. of America.
2-R-6774	Public Service Corp.
8-R-2547	Pure Oil Co.
21-R-3734	Puritan Ice Co.
6-R-1550	Puritan Knitting Mills Co.
2-R-7262	Purolator Products, Inc.
6-R-1482	Pursglove Mining Co.
5-R-2480	Quaker City Life Insurance Co.
11-R-1089	Quaker Maid Co.
2-R-7465	RCA Communications, Inc.
4-R-2194	Radio Corp. of America.
5-R-2922	Radio Corp. of America.
2-R-6917	Radiomarine Corp. of America.
2-R-7202	Radiomarine Corp. of America.
2-R-7116	Radio Receptor Co.
8-R-2344	Rail & River Coal Co.
9-R-2299	Randall Co., The.
2-R-6894	Raybestos-Manhattan, Inc.
2-R-6944	Raybestos-Manhattan Co., The.
5-R-2962	Raymond, Joseph.
2-R-7036	Reade Scientific Corp.
13-R-3757	Ready Foods Canning Corp.
17-R-1643	Ready Foods Canning Corp.
6-R-1522	Red Lands Coal Co.

16-R-1854	Reed Roller Bit Co.
2-R-7807	Reeves, B. M., Co., Inc.
18-R-1720	Register & Tribune Co., The.
16-R-1821	Rein Co.
8-R-2557	Reliance Electric & Engineering Co.
7-R-2301	Remington Rand, Inc.
13-R-3964	Republic Flow Meters Co.
6-R-1497	Republic Steel Corp.
8-R-2333	Republic Steel Corp.
1-R-3526	Revere Copper & Brass, Inc.
5-R-2949	Reynolds Metals Co.
9-R-2450	Reynolds Metals Co.
13-R-3684	Reynolds Metals Co., McCook Sheet Mills.
19-R-2062	Reynolds Metals Co., The.
13-R-4070	Rheem Mfg. Co.
7-R-2425	Ripley Mfg. Co.
6-R-1697	Rite-Form Corset Co., Inc.
1-R-3176	Rival Foods Inc.
13-R-3789	Riverdale Products Co.
15-R-2114	Riverside Co.
10-R-1369	Roane-Anderson Co.
10-R-2027	Roane-Anderson Co.
5-R-2614	Roanoke Coca-Cola Bottling Works, Inc.
5W-R-2	Roanoke Mills No. 1.
10-R-1912	Robbins Tire & Rubber Co.
10-RE-20	Roberts & Son.
21-R-3689	Robin Hood Sportswear of California.
6-R-1466	Rochester & Pittsburgh Coal Co.
13-R-3873	Rockford Drop Forge Co.
10-R-1960	Rock Hill Printing & Finishing Co.
2-R-7007	Rockland Light & Power Co.
2-R-7350	Rockland Light & Power Co.
13-R-4116	Rockton Felt & Paper Co.
10-R-2008	Rome Machine & Foundry Co.
5-R-2945	Rowe-Jordan Furniture Corp.
13-R-3509	Royal Metal Manufacturing Co.
2-R-7812	Royle, John & Sons.
5-R-2494	Royster, F. S., Guano Co.
4-R-2141	Ruberoid Co., The.
13-R-4155	Ruberoid Co., The.
13-R-3945	Russell Electric Co.
1-R-3457	Russell Heel Co.
5-R-2951	Rutherford Freight Lines, Inc.
15-R-1725	Rutter-Rex, J. H., Mfg. Co.
20-R-1844	S. & W. Fine Foods, Inc.
4-R-2461	Sag Harbor Corp.
7-R-2495	Saginaw Cabinet Co.
7-R-2450	Saginaw National Mattress Co.
18-R-1716	St. Cloud Iron Works Co.
14-R-1450	St. Genevieve Lime & Quarry Co.
8-R-2375	St. Mary's Packing Co.
14-R-1699	St. Louis Public Service.
15-R-1871	Salant & Salant, Inc.
13-R-4219	Samsel Time Control, Inc.
21-R-3414	San Fernando Heights Lemon Association.
1-R-3517	San-Nap-Pak Co.
19-R-1844	Santian Lumber Co.
13-R-3920	Sargent, E. H., & Co.
4-R-2515	Savill Co.
2-R-7371	Schieffelin & Co., Inc.
15-R-1796	Schuylkill Products Co.
20-R-1851	Scott, Hall Motor Car Co.
1-R-3621	Scovill Mfg. Co.
10-R-2490	Seacoast Telephone Co.
13-R-4087	Sears-Roebuck & Co., Illinois Paint Works of.
16-R-1859	Sears-Roebuck & Co.
15-R-2173	Seminole Mfg. Co.

3-R-1358	Seneca Falls Machine Co.
1-R-3606	Shaw Print, Inc.
9-R-2421	Shearer, O. F., & Sons.
1-R-3155	Sheffield Farms Co., Inc.
2-R-6886	Sheffield Farms Co., Inc.
20-R-1031	Shell Development Co.
1-R-3410	Shell Oil Co., Inc.
20-R-1743	Shell Oil Co., Inc.
21-R-3919	Shepherd Tractor & Equipment Co.
20-R-1748	Ship Scaling Contractors Association of San Francisco.
4-R-2468	Sieling Furniture Co.
7-R-2540	Simplicity Pattern Co., Inc.
6-R-1480	Simpson Creek Collieries Co., Inc.
13-R-3882	Sinclair Refining Co.
13-R-4152	Sinclair Refining Co.
18-R-1778	Sioux City Brewing Co.
2-R-7639	Slater, N. G., Corp.
8-R-2524	Smith Bros. Mfg. Co.
4-R-2113	Smith, L. B., Inc.
5-R-2600	Smoky Mountain Stages, Inc.
4-R-2240	Socony Vacuum Oil Co., Inc.
6-R-1626	Socony Vacuum Oil Co., Inc.
13-R-3714	Sohn Bros.
13-R-3694	Solem Machine Co.
3-R-1432	Solvay Process Co.
9-R-2600	Sorg Paper Co., The.
10-R-2464	Southeastern Clay Co.
16-R-2150	Southern Acid & Sulphur Co., Inc.
5-R-2514	Southern Aid Society of Virginia, Inc.
21-R-3345	Southern California Gas Co.
21-R-3543	Southern California Gas Co.
21-R-3573	Southern California Gas Co.
10-R-1739	Southern Extract Co.
10-R-1987	Southern Fertilizer & Chemical Co.
10-R-2499	Southern Fruit Distributors, Inc.
10-R-2376	Southern Spinning Mills.
10-R-2022	Southern States Phosphate & Fertilizer Co.
13-R-4031	Southtown Economist, Inc.
16E-R-5	Southwestern Association Telephone Co.
17-R-1474	Southwest Metals Inc., F. G. Libhardt d/b/a.
13-R-4074	Specialties Appliance Corp.
13-R-4172	Spencer-Cardinal Corp.
2-R-6465	Sperry Gyroscope, Inc.
1-RE-50	Sprague, C. H., & Son Co.
9-R-2603	Spur Distributing Co.
2-R-7047	Squibb, E. R., & Sons.
5-R-2439	Standard Brands, Inc.
20-RE-56	Standard Brands, Inc.
2-R-7250	Standards Cap & Seal Corp.
10-R-2246	Standard-Coosa-Thatcher (Thatcher Mills) Co.
5-R-2952	Standard Lime & Stone Co.
13-R-4171	Standard Lime & Stone Co.
15-R-1979	Standard Oil Co. of New Jersey.
16E-R-8	Standard Oil Co. of Texas.
9-R-2549	Standard Register Co., The.
8-R-2603	Standard Steel & Spring Co., The.
11-R-1140	Star Publishing Co.
3-R-1435	Stauffer Chemical Co.
10-R-2072	Stephenson Brick Co.
16-R-1836	Stephens, Ray, Inc., Stephens Petroleum Co.
10-R-2380	Stephens, W. P., Lumber Co.
4-R-2536	Stokely Foods, Inc.
10-R-2473	Stokely Foods, Inc.
1-R-3371	Strand Leather Goods Co.
5-R-2848	Suffolk Oil Mills, Inc.
5-R-2840	Suffolk Peanut Co., The.
16-R-1842	Sulsky Mfg. Co.
13-R-4312	Sunbeam Corp.

20-R-1954	Sunland Industries Co.
11-R-1235	Sunlight Coal Co.
20-R-1668	Superior Olive Products Co.
1-R-3565	Sussex Hats, Inc.
18-R-1531	Swan Engineering & Machine Co.
19-RE-26	Swanson Bros. Logging Co.
8-R-2378	Swartzbaugh Mfg. Co.
17-R-1070	Swift & Co.
18-R-1573	Swift & Co., Dairy & Poultry Plant.
18-R-1585	Swift & Co.
18-R-1599	Swift & Co.
3-R-1459	Symington-Gould Corp., The.
10-R-2511	Tamiami Trail Tours, Inc.
10-R-1930	Tampa Transit Lines, Inc.
10-R-2451	Taylor Department Stores.
11-R-1121	Tecumseh Coal Co. (Tecumseh Mine).
7-R-2415	Teesdale Mfg. Co.
1-R-3518	Telechron, Inc.
10-R-2115	Tennessee Coal, Iron & R. R. Co. (Fairfield Sheet Mill).
10-R-2544	Tennessee Coal, Iron & R. R. Co.
10-R-2562	Tennessee Valley Broadcasting Co.
16-R-2148	Texarkana Casket Co., The.
21-R-3597	Texas Co., The.
16-R-2029	Texas Hardwood Mfg. Co.
16-R-1873	Texas-New Mexico Pipe Line Co.
16-R-2022	Texas Pipeline Co.
4-R-2342	Textile Machine Works Inc., Machine Shop & Foundry Division.
1-R-3256	Textron, Inc.
1-R-3400	Textron, Inc.
1-R-3401	Textron, Inc.
1-R-3461	Textron, Inc.
1-R-3547	Textron, Inc.
18-R-1664	Theiler Carl & Joe, Inc.
18-R-1742	Theiler Carl & Joe, Inc.
4-R-2101	Thermoid Co.
10-R-2110	Thomas & Howard Co. of Charleston.
18-R-1662	Thomas Truck & Castor Co.
8-R-2363	Thompson Products, Inc., & Thompson Aircraft Products.
8-R-2509	Thompson Products, Inc.
1-R-3474	Tidewater Associated Oil Co.
7-R-2293	Timken-Detroit Axle Co.
17D-R-26	Tivoli Union Co.
5-R-2436	Tobacco Machinery Corp.
16-R-1789	Todd Galveston Dry Docks, Inc.
21-R-3321	Todd Pacific Shipyards, Inc.
8-R-2274	Toledo Casket Co., The.
8-R-2471	Toledo Times.
8-R-2530	Tool Die Engineering Co., Casting Division.
9-R-2394	Trailmobile Co., The.
17-R-1553	Trailways Union Bus Depot.
20-R-2183	Treasure Island Food Products.
6-R-1510	Triangle Auto Spring Corp.
10-R-1845	Triangle Publications, Inc., McMurray Printers Division of.
10-R-2572	Tri-Cities Broadcasting Co.
1-R-3487	Trimont Mfg. Co.
13-R-4391	Trindl Products, Ltd.
11-R-1005	Troy Refining Corp.
10-R-2015	Trueman Fertilizer Co.
15M-R-28	Trumbull Asphalt Co.
2-R-6690	Turbine Engineering Co.
2-R-6864	Turl Iron & Car Co., Inc.
8-R-2464	Tyler, W. S., Co., The.
21-R-3619	Tyre Nursery Furniture Co.
2-R-7443	Uarco, Inc.
13-R-3748	Uarco, Inc.
5W-R-86	Unagusta Mfg. Co.

13-R-3754	Union Bus Depot.
14-R-1482	Union Electric Co. of Missouri & Union Electric Power Co.
16-R-2007	Union Mfg. Co., Harris, Morris & Anna, Copartners d/b/a.
18-R-1548	United Brick & Tile Co.
11-R-1195	United Cabinet Co.
20-R-1867	United Engineering Co.
13-R-3983	United Generator & Armature Service Co.
2-R-7705	United Parcel Service of New York, Inc.
1-R-3387	United Smelting & Aluminum Co., Inc.
13-R-4128	U. S. Bottlers Machinery Co.
16-R-2005	U. S, Cold Storage.
8-R-2362	U. S. Gypsum Co.
2-R-6573	U. S. Gypsum Co.
7-R-2519	U. S. Gypsum Co.
2-R-6628	U. S. Industrial Chemicals, Inc.
5-R-2539	U. S. News Publishing Corp. & Bureau of National Affairs.
13-R-4389	U. S. Reduction Co.
21-R-3730	U. S. Rubber Co.
21-R-3484	U. S. Rubber Co.
1-R-3407	United Tool & Die Co.
13-R-4334	Unity Mfg. Co.
9-R-2378	Univis Lens Co.
6-R-1473	Valley Camp Coal Co., The.
3-R-1555	Vanadium Corp. of America.
2-R-7603	Van Iderstine Co., The.
1-R-2182	Veneer Products Co., Donald R. Rice & Allie E. Salls d/b/a.
6-R-1517	Vinton Coal & Coke Co.
10-R-2020	Virginia-Carolina Chemical Corp.
6-R-1478	Virginia & Pittsburgh Coal & Coke Co., The.
11-R-1119	Volney Felt Mills, Inc.
13-R-3735	Volney Felt Mills, Inc.
1-R-3308	Voos Co., The.
13-R-3634	W. A. I. T. Radio Station.
4-R-2289	WCAU Broadcasting Co.
6-R-1599	Waddell Fuel Co.
14-R-1472	Wagner Electric Corp.
5-R-2730	Waldensian Hosiery Mills.
10-R-2446	Walker Electrical Co.
8-R-2345	Warner Colleries Co., The.
13-R-4386	Warshawsky & Co.
15-R-1950	Wells Furniture Mfg. Co.
13-R-3738	Wells-Gardner & Co.
15-R-1936	Westbrook Mfg. Co.
5-R-2486	West Engineering Co.
5-R-2607	Western Electric Co.
13-R-4269	Western Electric Co.
9-R-2585	Western Kentucky Gas Co., Inc.
6-RE-21	Western Pennsylvania Brewer's Association.
16-R-1809	Westheimer Transfer & Storage Co.
4-R-2370	Western Electric Co., Inc.
1-R-3089	Westinghouse Electric Corp.
4-R-1968	Westinghouse Electric Corp.
4-R-2303	Westinghouse Electric Corp.
6-R-1503	Westinghouse Electric Corp.
8-R-2101	Westinghouse Electric Corp.
8-R-2508	Westinghouse Electric Corp.
13-R-4215	Westinghouse Electric Corp.
20-R-1700	Westinghouse Electric Corp.
20-R-2176	Westinghouse Electric Corp.
16-R-2043	West Texas Cotton Oil Co.
5W-R-61	Wheeler, A. W. & Son, Inc.
10-R-1885	Wheland Co., The.
10-R-2457	Wheland Co., The.
5-R-2482	White & Dashiell, Inc.
5-R-2790	Whited Furniture Co.
19-R-1970	White Pine Lumber Co.

13-R-4049	Whiting Corp.
1-R-3314	Whiting & Davis Co.
1-R-3372	Whitney Chain & Mfg. Co.
21-R-3650	Whitney's Department Store.
4-R-2148	Wicaco Machine Corp.
17-R-1713	Wichita Transportation Corp.
6-R-1534	Wiegand, Edwin L., Co.
19-R-1993	Willamette National Lumber Co.
10-RE-21	Williams Furniture Co.
10-R-2714	Williams, O. L., Veneer Co., Inc.
21-R-3224	Wilmington Transportation Co.
13-R-3884	Wilson Athletic Goods Mfg. Co.
13-R-4199	Wilson Athletic Goods Mfg. Co.
10-R-2143	Wilson & Co., Inc.
15-R-1664	Wilson & Co., Inc., Box Factory.
2-R-6535	Wilson-Jones Co.
5-R-2909	Wilson Paper Box Co., Inc.
8-R-2611	Wilson Transit Co.
2-R-7425	Winard, Inc.
2-R-7306	Winchester, J. H., Inc.
6-R-1710	Wolf Co., The.
6-R-1409	Wood Embly Brass Co.
2-R-6933	Worth Hardware Co., Inc.
2-R-7090	Wright Aeronautical Corp.
14-R-1724	Wrought Iron Range Co.
2-R-7070	Wyeth, Inc.
5-R-2457	Wytheville Knitting Mills, Inc.
8-R-2343	Y. & O. Coal Co.
15-R-1983	Yellow Bus Lines, Inc.
16-R-1975	Yellow Transit Co.
16-R-2128	Yellow Transit Co.
4-R-2247	York Corp.
1-R-3527	Young Corp.
9-R-2333	Youngstown Mines Corp., The.
20-R-1865	Yuba Mfg. Co.
6-R-1734	Zubik, Charles & Zubik Towing Co.

APPENDIX D

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1947

Section 3 (c) of the act requires that the Board report in detail "the decisions it has rendered." These are enumerated in six groups:

I. Unfair Labor Practice Cases:
   A. Unfair Labor Practice Cases Decided After Contest.
   B. Unfair Labor Practice Cases Decided on the Basis of a Stipulation of Agreement Entered Into by the Parties.

II. Representation Cases:
   A. Cases in Which Elections Were Directed.
   B. Cases Decided on the Basis of Stipulated Election.
   C. Cases Certified or Dismissed on the Basis of the Record.
   D. Cases in Which the Board Directed the Opening and Counting of Challenged Ballots, Following a Prehearing Election.

APPENDIX D

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1947

I. Unfair Labor Practice Cases

A. Unfair Labor Practice Cases Decided After Contest

6-C-992	Allis-Chalmers Mfg. Co.
6-C-1023	Allis-Chalmers Mfg. Co.
10-C-1725	Allison, J. H., & Co.
9-C-2098	American Aircraft Mfg. Co., The.
13-C-2537	American Gear & Mfg. Co.
1-C-2520	Anthony, E., & Sons, Inc.
10-C-1757	Athens Mfg. Co.
13-C-2747	Aurora Wall Paper Mill, Inc.
13-C-2664	Austin Company, The.
2-C-5815	B. B. Crystal Co., Prosper Brozen, Individual, d/b/a.
4-C-1495	Baker, Harold W., Co.
3-C-796	Bausch & Lomb Optical Co.
3-C-840	Bausch & Lomb Optical Co.
18-C-1213	Benson Produce Co.
5-C-2062	Bergmans, Inc.
6-C-1000	Bethlehem Steel Co.
10-C-1680	Blue Ridge Shirt Mfg. Co., Inc.
13-C-2882	Boreva Sportwear, Inc.
3-C-810	Brown Radio Service & Laboratory.
15-C-1045	Bruce, E. L., Co.
15-C-1095	Burgie Vinegar Co.
20-C-1428	Califruit Canning Co.
21-C-2428	Cannon Mfg. Corp.
19-C-1365	Cape Arago Lumber Co.
10-C-1802	Capitol City Candy Co.
20-C-1422	Capling Packing Corp.
15-C-1074	Carey Salt Co.
10-C-1755	Caroline Mills, Inc.
13-C-2741	Case, J. I., Co.
11-C-1264	Chesty Food Co.
3-C-775	Clark Bros. Co., Inc.
20-C-1372	Colgate-Palmolive-Pete Co.
2-C-5895	Colonie Fibre Company, Inc.
13-C-2825	Consolidated Mfg. Co.
5-C-2087	Craddock-Terry Shoe Corp.
10-C-1812	Crompton Highland Mills, Inc.
7-C-1382	Detroit Edison Co.
14-C-1155	Durasteel Co.
8-C-1788	Dyson, Joseph & Sons, Inc.
19-C-1406	Electrical Steel Foundry Co., a Corp.
5-C-2073	Emery's Motor Coach Lines.
7-C-1312	Eureka Vacuum Cleaner Co.
4-C-1590	Ewing-Thomas Corp.
1-C-2683	Fafnir Bearing Co., The.
16-C-1285	Fairmont Creamery Co.
18-C-1224	Fisher Governor Co.

20-C-1444 Flotill Products, Inc.
9-C-2167 Ford Bros.
20-C-1432 Fruitvale Canning Co.

10-C-1681 Gate City Cotton Mills.
11-C-1221 Gatke Corp.
3-C-846 General Motors Corp.
8-C-1916 Goodrich, B. F., Co., The.

5-C-1900 Harris Woodson Co., Inc.
18-C-1199 Hartz, L. B., Inc.
20-C-1395 Heinz, H. J., Co.
18-C-1226 Heisler Mfg. Co.
16-C-1323 Holmes & Holmes Oil Co.
5-C-2046 Hudson Hosiery Co.
20-C-1391 Hume, G. H.

6-C-1050 Jones & Laughlin Steel Corp.
6-C-1085 Jones & Laughlin Steel Corp., Vesta Shannopin Coal Division
2-C-5799 Jordanoff Aviation Corp.

18-C-1204 Keith Furnace Co.

18-C-1160 Lake Superior Lumber Corp.
7-C-1384 Lakey Foundry & Machinery Co.
13-C-2481 La Salle Steel Co.
20-C-1438 Lincoln Packing Co.
9-C-2070 Louisville Railway Co.

14-C-1072 McLeansboro Shale Products Co.

13-C-2953 Mackie-Lovejoy Mfg. Co.
14-C-1067 May Department Stores, Inc.
11-C-1258 Meier, Lewis & Co.
16-C-1291 Meisenbach Distributing Co.
8-C-1963 Midland Steel Products Co.
15-C-1120 Montgomery Hardwood Floor Co., Inc.
11-C-1310 Morris Paper Mills.
18-C-1205 Murray Distributing Co., R. L. Murray, d/b/a.
10-C-1684 Mylan Mfg. Co.

21-C-2532 Na-Mac Products Corp.
14-C-1038 National Garment Co., Wells-Wear Co.
8-C-1809 National Lime & Stone Co., The.
5-C-2044 Newman Machine Co., Inc.
5-C-1851 Norfolk Shipbuilding & Dry Dock Corp.
16-C-1193 Novelty Peanut Co.

21-C-2689 O'Keefe & Merritt Mfg. Co.

8-C-1865 Packard Motor Car Co.
21-C-2565 Paramount Pictures, Inc.
15-C-1061 Pepsi-Cola Bottling Co.
11-C-1232 Perfect Circle Co.
11-C-1256 Phillips Transfer Co.
13-C-2635 Phoenix Mutual Life Insurance Co.
18-C-1163 Pickwick Corp., et al.
8-C-1696 Pittsburgh Steamship Co., The.
16-C-1298 Pool Mfg. Co.
15-C-1020 Port Gibson Veneer & Box Co.
5-C-2095 Potomac Electric Power Co.
16-C-1258 Pure Oil Co., The.

1-C-2674 Republican Publishing Co.
3-C-899 Resnick, Julius, Inc.
13-C-2765 Reynolds International Pen Co.
20-C-1245 Rheem Mfg. Co.

11-C-1231 Richmond Home Telephone Co.
5-C-2001 Roanoke Public Warehouse.
10-C-1761 Robins Tire & Rubber Co., Inc.

2-C-5600 Sandy Hill Iron & Brass Works, The.
10-C-1821 Sewell Mfg. Co.
2-C-6244 Simmons Co.
8-C-1899 Southshore Packing Co.
10-C-1838 Spencer Auto Electric, Inc.
8-C-1853 Spicer Mfg. Corp.
2-C-5501 Spiewak, I., Sons.
5-C-1887 Stone Spinning Co.

4-C-1474 Textile Machine Works, Inc.
7-C-1266 Thompson Products, Inc.
10-C-1860 Times Publishing Co.
8-C-1815 Timken Roller Bearing Co., The.
3-C-752 Todd Co., The.
19-C-1416 Tualatin Valley Cooperative, Inc.

9-C-2280 United Welding Co.

10-C-1594 Van Raalte, Inc.
14-C-1102 Victory Fluorspar Mining Co.
3-C-809 Volney Felt Mills, Inc.

18-C-1183 Radio Station WFBR, Huffman, William F., d/b/a.
5-C-2047 Wadesboro Full-Fashioned Hosiery Mills, Inc.
9-C-2150 Weissman, Fred P., Co.
9-C-2302 Weissman, Fred P., Co.
2-C-4508 Western Electric Co., Inc.
18-C-1149 West Side Cooperative Creamery Association.
3-C-939 Wilson Athletic Goods Mfg. Co.
7-C-1440 Wilson Foundry & Machine Co.
8-C-1872 Wingert Contracting Company, Inc.
18-C-1134 Winona Knitting Mills Co.

21-C-2716 Young, L. A., Spring & Wire Corp.

B. Unfair Labor Practice Cases Decided on the Basis of Stipulation Agreement Entered Into by the Parties

2-C-6582 A. W. Metal Products Co., Inc.
5-C-1945 Alba Mills, Cherry Spinning Co.
5-C-2026 Anson Mfg. Co., Lessor, Graham Associates, Inc.

5-C-2109 Bata Shoe Co., Inc.

18-C-1290 Coats, Loaders & Stackers, Inc.
3-C-951 Continental Can Co., Inc.
21-C-2566 Cosco Mfg. Co.

10-C-1916 Danita Hosiery Mfg. Co.
5-C-3 Demain Foods, Inc.
1-C-2614 Draper Corp.

16-C-1330 Eastman Products Corp.
16-C-1315 El Paso Natural Gas Co.

3-C-900 Ford Gum & Machine Co., Inc.
2-C-6175 Franklin Machine Products Co., Inc.
5-C-2083 Fruehauf, Warner, Trailer Co., Inc.

16-C-1324 Hom-ond Food Stores
2-C-6329 Hudson Wire Co.

10-C-1979 Jaco Pants Co.

4-C-1570 Kaplan, Max Corp.
7-C-1536 Kenlee Corp.

15-C-1067 Lebannon Shirt Co.
15-C-1181 Liberty Industrial Salvage Co.
18-C-1230 Lull Mfg. Co.
1-C-2915 Lumbermen's Mutual Casualty Co.

9-C-2249 National Mattress Co.
18-C-1233 Neimeyer Bros.

8-C-1844 Ohio Electric Mfg. Co., The
7-C-1757 Oltman-O'Neil Co.
20-C-1547 Owl Drug Co.

10-C-2045 Peerless Broom Works, Inc.

5-C-2128 Seven Up Bottling Co., of Baltimore, Md.
24-C-68 Shell Co., The (Porto Rico) Ltd.
15-C-1186 Shiloh Mfg. Co., Inc.
11-C-1267 Slapout Coal Co.
19-C-1441 Spokane Sleepmaster Co.

3-C-1001 Throwsters Association, Inc.
11-C-1295 Troy Refining Corp.

5-C-2125 Victor Hosiery Corp.
21-C-2699 Walworth Detective Service, Ltd.
5-C-2090 Western Express & Western Express Inc., Arthur Gessart, d/b/a.
5-C-2297 Wilson Cabinet Co., Inc.
7-C-1179 Woodworth, N. A., Co.

10-C-1992 Yocam Batteries, Inc.

II. Representation Cases

A. *Cases in Which Elections Were Directed*

19-R-1721 Aartz, Jerry, Logging Co., Jerry Aarts, d/b/a.
2-RE-93 Abrams, Morris, Inc.
21-R-3564 Acme Brewing Co.
13-R-3679 Adams & Westlake Co., The.
13-R-3916 Admiral Corp.
10-R-2153 Advance Glove Mfg. Co.
10-R-1805 Air Utilities, Inc.
15-R-2084 Alabama Textile Products Corp.
5-R-2274 Albermarle Paper Mfg. Co.
13-R-3867 Algoma Hammock Co .
3-R-1281 Allied Chemical & Dye Corp., National Aniline Division.
9-R-2189 Allis-Chalmers Mfg. Co.
13-R-2922 Allis-Chalmers Mfg. Co., La Porte Works.
13-R-3032 Allis-Chalmers Mfg. Co., La Porte Works.
14-R-1263 Aluminum Ore Co.
15-R-1504 Aluminum Ore Co.
9-R-2446 Amere Gas Utilities Co.
10-R-1906 American Agricultural Chemical Corp., The.
8-R-2267 American Coach & Body Co.
5-R-2561 American Cyanamid Co.
6-R-1394 American Cyanamid & Chemical Corp.
7-R-2292 American District Telegraph Co.
5-R-2422 American Fork & Hoe Co.
11-R-1199 American Furniture Co., The.
17-R-1665 American Furniture Co.
9-R-1962 American Gauge & Mfg. Co., The.
8-R-2446 American Greeting Publishers, Inc., The.
10-R-2386 American Mfg. Co.
13-R-1924 American National Bank & Trust Co., of Chicago.
20-R-1638 American National Insurance Co.

1-R-3099	American News Co., The Connecticut News Co., The Division of.
5-R-2820	American Oil Co.
20-R-1769	American Petrol Service.
20-R-1702	American President Lines, Ltd.
9-R-2443	American Rolling Mill Co., The.
15-R-1635	American Sheet Metal Works.
2-R-6286	American Soap Powder Works, Inc.
2-R-5361	American South African Lines.
14-R-1231	American Steel Foundries.
13-R-3586	American Stove Co., Harvey Division.
1-R-3111	American Twine & Fabric Corp.
14-R-1496	American Zinc Co.
16 R-1659	Armco Drainage & Metal Products, Inc.
13-R-4020	Armour & Co.
16-R-1698	Armour & Co.
19-R-1655	Armour & Co.
1-R-3734	Arrow Armature Co.
5-R-2876	Arrow Linen Service & Arrow Laundry.
15-R-1562	Artcraft Hosiery Co.
15-R-1885	Artcraft Hosiery Co. (Meridian Division).
5-R-2675	Asheboro Hosiery Mills, Inc.
17-R-1411	Ash Grove Lime & Portland Cement Co.
1-R-3262	Association Canado Americaine.
10-R-1835	Atlanta Journal Co.
2-R-6982	Atlantic Basin Iron Works.
10-R-2007	Atlantic Co.
10-R-2169	Atlantic Creosoting Co., Inc.
4-R-2010	Atlantic Refining Co., The
10-R-1748	Atlantic Towing Co.
4-R-2209	Atlas Powder Co.
19-R-1983	Auto Interurban Co.
21-R-3370	Aviola Radio Corp.
2-R-7186	Bache, Semon, & Co.
1-R-3235	Badger, E. B., & Sons Co.
10-R-1894	Bahan Textile Machinery Co.
1-R-3507	Baltic Cotton Mills, The.
5-R-2718	Baltimore Casting Corp.
4-R-2210	Baltimore Life Insurance Co.
20-R-1701	Bank of America, N. T. & S. A.
13-R-4061	Banta Publishing Co.
2-R-7544	Barnet, William & Son, Inc.
20-R-1909	Bauer-Schweitzer Hop & Malt Co.
8-R-2304	Beach Co., The.
8-R-2087	Belden Brick Co., The.
21-R-3551	Bell Cabinet Co.
1-R-3488	Belle Talbot Combing Co.
20-R-1414	Bercut-Richards Packing Co.
8-R-2121	Berg's Bretzels, Inc.
1-R-3334	Bemis Bag Co.
2-R-7134	Bendix Aviation Corp.
5-R-2708	Bernhardt Furniture Co.
4-R-2518	Bethlehems' Globe Publishing Co.
3-R-1145	Bethlehem Steel Co.
6-R-1373	Blaim, J. C. Co.
6-R-1648	Blair, J. C. Co.
5-R-2360	Blair Limestone Co.
11-R-1156	Blount Plow Works.
10-R-2168	Blue Belt Fertilizer Co.
4-R-2490	Blue Star Air Lines, Inc.
5-R-2253	Blumenthal, Sidney & Co., Inc. (Caromount division).
19-R-1863	Boeing Aircraft Co.
6-R-1436	Bond Crown & Cork Co.
7-R-2340	Borg-Warner Corp., Marvel Schebler Carburetor Division
10-R-2162	Borg-Warner Corp., Norge Division.
14-R-1621	Borg-Warner Corp., Norge Division.

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1-R-2884	Boston Herald-Traveler Corp.
2-R-7002	Boulevard Transit Lines, Inc.
4-R-2177	Bowers Battery & Spark Plug Co., Inc.
14-R-1653	Boyd Welsh, Inc.
5-R-2597	Brasfield, George B. & Co., Inc.
2-R-6547	Bridgeport Safety Emery Wheel Co., Inc., The.
15-R-1907	Brown Shoe Co.
13-R-3568	Bryant, Lane, Inc.
24-R-130	Bull Insular Line, Inc.
19-R-1884	Bunker Hill & Sullivan Mining & Concentrating Co.
15-R-1993	Calcasieu Paper Co., Inc.
20-R-1806	California Metal Trades Association.
20-R-1721	California State Brewers Institute.
6-R-1488	Cameron Mfg. Corp.
1-R-3070	Campbell, A. S., Co.
1-R-3134	Campbell, A. S., Co.
20-R-52	Canada Dry Ginger Ale, Inc.
21-R-3626	Canada Dry Ginger Ale, Inc.
8-R-2168	Canton Drop Forging & Mfg. Co., The.
13-R-4102	Capitol Stampings Corp.
9-R-2048	Carbide & Carbon Chemicals Corp.
10-R-2284	Carbide & Carbon Chemicals Corp.
3-R-1294	Carborundum Co., The.
9-R-1844	Carey Philip Mfg. Co., The.
10-R-1856	Carolina Scenic Coach Lines.
3-R-1204	Carrier Corp.
13-R-3451	Carson Pirie Scott & Co.
15-R-1932	Cash Wholesale Co., & Sterling Stores, Inc.
17-R-1377	Cason & Tierney Co., Shelby F. Cason & Thomas W. Tierney.
21-R-3424	Castle Dome Copper Co., Inc.
4-R-2537	Celanese Corp. of America.
5-R-2630	Celanese Corp. of America.
8-R-2485	Central Ohio Light & Power Co.
5-R-2701	Chadboure Hosiery Mills, Inc.
18-R-1641	Champion Motors Co.
6-R-1560	Champion Stores, Inc.
1-R-3344	Chase-Shawmut Electrical Supply Co.
13-R-4149	Chicago Journal of Commerce, Inc.
15-R-1564	Chicago Mill & Lumber Co.
15-R-1694	Chicago Mill & Lumber Co.
7-R-2384	Chicago Pneumatic Tool Co.
11-R-1070	Christian Coal Co., Thomas Christian d/b/a.
7-R-2038	Chrylser Corp.
7-R-2413	Chrysler Corp.
15-R-1654	Cities Service Refining Corp.
10-R-2120	City Compress & Warehouse Co.
10-R-2465	City Ice & Feul Co.
7-R-2259	Clark Equipment Co., Frost Gear & Forge Division.
8-R-2195	Cleveland Formgrader Co., The.
8-R-2031	Cleveland Graphite Bronze Co.
8-R-2249	Cleveland Quarries Co., The Sterling Grinding Wheel Division.
5-R-2902	Coast-In Potomac Co.
1-R-3223	Colonial Corp.
17D-R-1	Colorado-Wyoming Gas Co.
8-R-2220	Colson Corp., The.
14-R-1571	Columbia Broadcasting System, Inc.
13-R-4035	Columbia Mills, Inc., The.
10-RE-23	Commercial Printing, Inc., The.
21-R-3304	Concrete Conduit Co.
2-R-6631	Congoleum-Nairn, Inc.
13-R-3659	Consolidated Electrical Products & Electrical Apparatus Co.
16-R-1897	Consolidated Gas Utilities Corp.
21-R-3350	Consolidated Pipe Co., The.
16-R-2120	Consolidated Steel Corp.
21-R-3199	Consolidated Steel Corp.
16-R-1724	Consolidated Vultee Aircraft Corp.

21-R-3251	Consolidated Vultee Aircraft Corp.
21-R-3252	Consolidated Vultee Aircraft Corp.
14-R-1409	Container Mfg. Corp.
2-R-6510	Continental Can Co., Plant No. 8.
2-R-7535	Continental Can Co.
14-R-1514	Continental Can Co., National Stock Yards.
10-R-2352	Continental Gin Co.
7-R-2306	Continental Motors Corp.
15-R-1820	Corinth Machinery Co.
9-R-2645	Courier-Journal & Louisville Times Co.
4-R-2133	Courier Post Co.
8-R-2156	Crawford Steel Foundry Co., The.
1-R-3476	Credit Bureau of Greater Boston.
15-R-1684	Crescent City Ice Mfg. Co., Inc.
15-R-1729	Crescent Towing & Salvage Co.
15-R-1768	Crossett Chemical Co.
15-R-1769	Crossett Lumber Co.
6-R-1635	Crucible Steel Co. of America.
16-R-1743	Cummer-Graham Co.
10-R-1878	Danita Hosiery Mfg. Co., Inc.
2-R-6921	Dayton, Price & Co., Ltd., & Muller & Phipps Asia, Ltd.
14-R-1632	Dazy Corp.
21-R-3470	Deeco Co.
18-R-1714	Deere, John, Dubuque Tractor Co.
7-R-2526	Detroit Edison Co., The.
13-R-4286	Dewey-Shepard Boiler Co., Inc., The.
1-R-3310	Diamond Match Co., The.
13-R-4204	Dick, A. B., Co.
7-R-2375	Die Tool Engineering Co. & Die Tool Pattern Co.
5-RE-12	Distributors Association of The Norfolk Area.
20-R-1802	Dohrmann Hotel Supply Co.
4-R-2128	Domestic Engine & Pump Co.
1-R-3616	Dominant, Inc.
2-R-6695	Don Juan, Inc., & Don Juan Co., Inc.
15-R-1748	Dothan Silk Hosiery Co., Inc.
1-R-3311	Draper Corp.
1-R-3376	Draper Corp.
13-R-4282	Drewrys Ltd., W. S. A., Inc.
18-R-1551	Dryden Rubber Co.
18-R-1731	Dunhan, C. A., Co.
4-R-1901	du Pont, E. I., de Nemours Fabric & Finishing Division.
5-R-2454	du Pont, E. I., de Nemours & Co., Inc. (Spruance Plant).
9-R-2410	du Pont, E. I., de Nemours, Neoprene Plant.
6-R-1621	Duquesne Light Co.
13-R-3598	Duro-O-Lite Pencil Co.
2-R-6887	Eagle Cabinet Co.
17-R-1408	Eagle-Picher Mining & Smelting Co.
17-R-1540	Eagle-Picher Mining & Smelting Co.
21-R-3421	Eagle-Picher Mining & Smelting Co.
9-R-2435	Eastern Gas & Fuel Association.
2-R-7236	Eastwood, Benjamin Co.
7-R-2296	Eaton Mfg. Co.
13-R-3985	Eclipse Lawn Mower Co.
4-R-2234	Edge-Moor Iron Works, Inc.
2-R-7087	Edo Aircraft Corp.
13-R-3785	Eisner Grocery Co.
1-R-3302	Ekco Products Co. (Sta-Brite Division).
16-R-2127	El Campo Rice Milling Co.
14-R-1581	Elder Mfg. Co.
8-R-2047	Electric Controller & Mfg. Co., The.
21-R-3762	Electric Household Utilities Corp.
10-R-1761	Electro Metallurgical Co.
11-R-1229	Ellis, James C. (Oil Production) James C. Ellis, d/b/a.
14-R-1497	Embassy Mfg. Co.
2-R-6929	Emerson Phonograph & Radio Corp.

21-R-3494 Emsco Derrick & Equipment Co.
8-R-1100 Endicott Johnson Corp.
4-R-2259 Energetic Worsted Corp.
5-R-2481 Engineering & Research Corp.
10-RE-22 Esdorn Lumber Corp.
2-R-6848 Evans, J. W., & Son.
2-R-6818 Ever-Ready Label Corp.

2-R-6697 Fairchild Engine & Airplane Corp.
2-R-7337 Fairchild Engine & Airplane Corp., Pilotless Plane Division.
3-R-1439 Fairchild Engine & Airplane Corp., Duramold, Division of.
5-R-2393 Fairchild Engine & Airplane Corp.
13-R-3818 Fairmont Creamery Co.
7-R-2513 Falcon Mfg. Co.
15-R-1887 Farmers Produce Co., Goldberg, E. M., d/b/a.
5-R-2313 Farm Journal, Inc., Pathfinder Magazine, publisher of the.
13-R-4130 Farnsworth Television & Radio Corp.
2-R-6167 Federal Shipbuilding & Dry Dock Co.
14-R-1334 Felmont Corp.
1-R-3096 Fifth Avenue Shoe Corp.
15-R-1730 Filtrol Corp.
15-R-1640 Firestone Tire & Rubber Co. of Tennessee.
15-R-1941 Firestone Tire & Rubber Co., The.
18-R-1754 Firestone Tire & Rubber Co.
19-R-1767 Fir-Tex Insulating Board Co.
11-R-1065 Fischer Chair Co., The.
10-R-1777 Foley Lumber & Export Co.
10-R-1716 Food Machinery Corp.
6-R-1213 Ford Collieries Co.
16-R-1778 Fort Worth Rendering Co.
2-R-6724 Franklin, A. W., Mfg. Corp., Franklin Airloop Corp.
20-R-1732 Fraser Furnace Co.
1-R-3416 French Mfg. Co.
4-R-1459 Frieder, S., & Sons Co., The.
17-R-1661 Frontier Refining Co., The.
1-R-3478 Frost, D. O., Co.
10-R-1924 Fulton Bag & Cotton Mills.

2-R-6859 Garden State Hosiery Co.
4-R-2378 Garrett, George K., Co., Inc.
8-R-2517 Geier, P. A., Co., The.
2-R-7071 Gemloid Corp.
6-R-1341 General Armature & Mfg. Co.
3-R-1393 General Baking Co. (Bond Plant.)
18-R-1650 General Dairy Equipment Co.
1-R-3638 General Electric Co.
4-R-2109 General Electric Co.
6-R-1345 General Electric Co., Bridgeville Glass Works.
8-R-2291 General Electric Co.
20-R-1933 General Electric Co.
13-R-3967 General Electric X-Ray Corp.
3-R-1353 General Motors Corp.
7-R-2511 General Motors Corp.
9-R-2575 General Motors Corp.
17-R-1761 General Motors Corp.
21-R-3462 General Petroleum Corp. of California.
10-R-2148 General Shale Products Corp.
2-R-6900 General Steel Products Corp.
8-R-2503 Globe Steel Abrasive Co., The.
21-R-3736 Goodyear Synthetic Rubber Corp.
17-R-1696 Grace Co., The.
20-R-1132 Grace Line, Inc.
21-R-3351 Grand Central Airport Co.
7-R-2434 Grand Rapids Cabinet Co.
5-R-1895 Great Atlantic & Pacific Tea Co., The.
18-R-1713 Great Lakes Pipe Line Co.
8-R-2288 Great Lakes Towing Co., The.
19-R-1681 Great Northern Icing Co.

9-R-2342	Great Trails Broadcasting Co.
4-R-2513	Greenwich Oyster Co.
10-R-1757	Grinnell Corp.
19-R-2004	Grinnell Co. of The Pacific.
8-R-2250	Griscom-Russell Co., The.
5-R-2292	Guilford Hosiery Mills, Inc.
16-R-1819	Gulf Oil Corp.
10-R-1644	Gulf States Paper Corp.
15-R-1949	Gullett Gin Co.
11-R-1269	Gunnison Homes, Inc.
5-R-2304	Hannah Pickett Mills No. 2.
8-R-2238	Hanson Clutch & Machinery Co., The.
13-R-3829	Harrison Sheet Steel Co.
13-R-4329	Harrison Steel Castings Co., The.
15-R-1697	Harriston Hardwood Co.
13-R-4097	Hart-Carter Co.
7-R-2393	Hart & Cooley Mfg. Co.
1-R-3116	Hartford Courant Co., The.
23-R-267	Hawaiian Dredging Co.
2-R-7246	Hawley & Hoop, Herman L.
2-R-6361	Heinsheimer Bros., Inc.
4-R-2055	Hershey Machine & Foundry Co.
6-R-1554	Heyden Chemical Corp.
15-R-1680	Higgins, Inc. (Michaud Plant).
11-R-1192	Hillenbrand Industries.
13-R-3636	Hillman's, Inc.
13-R-3812	Hillman's, Inc.
6-R-1468	Hitchman Coal & Coke Co.
21-F-3418	Hoffman Radio Corp.
14-R-1456	Hollywood Brands, Inc.
5-R-2926	Home Laundry Co., Inc.
23-R-202	Honolulu Rapid Transit Co., Ltd.
11-R-1242	Hoosier Desk Co.
16-R-1810	Houston Cartage Co.
16-R-1901	Houston Packing Co.
16-R-1055	Houston Press, The.
1-R-3599	Hub Processing Co., Inc.
15-R-2117	Hugg Truck Lines, Inc.
16-R-1489	Hughes Tool Co.
13-R-4354	Humiston-Keeling & Co.
20-R-1741	Hummel Furniture Mfg. Co.
19-R-1747	Hunt Foods, Inc.
7-R-2198	Hygrade Food Products Co.
1-R-2967	Hytron Radio & Electronics Corp.
13-R-3969	Illini Coach Co.
14-R-1412	Illinois Power Co.
13-R-4058	Imperial Brass Mfg. Co.
11-R-1064	Indiana Desk Co., Inc.
13-R-4010	Indiana Lumber & Mfg. Co.
15-R-1849	Ingalls Shipbuilding Corp., The.
15-R-1863	Ingalls Shipbuilding Corp., The.
14-R-1620	Inland Steel Co.
7-R-2453	International Detrola Corp.
9-R-2429	International Harvester Co.
9-R-2447	International Harvester Co.
9-R-2504	International Harvester Co.
9-R-2510	International Harvester Co.
9-R-2511	International Harvester Co.
11-R-1088	International Harvester Co.
13-R-3076	International Harvester Co., Wisconsin Steel Works.
13-R-3662	International Harvester Co., Melrose Park Plant.
13-R-4210	International Harvester Co.
19-R-2084	International Harvester Co.
16-R-1752	International Minerals & Chemical Corp.
11-R-1183	International Shoe Co.

2-R-7141	Jacoby-Bender, Inc.
11-RE-6	Jasper Cabinet Co.
11-R-1241	Jasper Desk Co.
11-R-1193	Jasper Novelty Furniture Co.
11-R-1196	Jasper Office Furniture Co.
11-RE-8	Jasper Veneer Mills.
11-RE-7	Jasper Wood Products Co., Inc.
11-R-1078	Jenkins Coal Mining Co.
7-R-2572	Johnson Handley & Johnson Furniture Co.
5-R-2491	Johnson, J. F., Lumber Co.
13-R-4141	Johnson & Johnson Co.
14-R-1427	K-M-D Mining Co.
21-R-3510	Kaiser Co., Inc. (Iron and Steel Division).
7-R-2420	Kaiser-Frazer Corp.
2-R-6768	Karron, David, Inc.
17-R-1704	Kaw Pipeline Co.
6-R-1375	Kendall Refining Co.
6-R-1558	Kennametal, Inc.
16-R-1738	Kennecott Copper Corp.
8-R-2454	Kentucky Central Life & Accident Insurance Co.
16-R-1830	Kirby Lumber Co.
7-R-2619	Kline, Lewis T., Co.
7-R-2435	Klise Mfg. Co.
11-R-1246	Knox Consolidated Coal Corp.
10-R-2573	Knox Metal Products Co.
13-R-4147	Knoxville Mining Co.
21-R-3458	Kohlenberger Engineering Corp.
15-R-1954	Kohlmann Bros. & Sugarman Co.
4-R-2229	Koppers Co., Inc.
23-R-221	Kress, S. H., & Co.
16-R-1825	Kroehler Mfg. Co.
13-R-3238	Kroger Co., The.
14-R-1243	Kroger Grocery & Baking Co.
13-R-3876	Kropp Forge Co.
13-R-3773	Krueger Sentry Gauge Co.
13-R-3738	La Salle-Crittenden Press, Inc.
10-R-1937	Lanett Bleachery & Dye Works.
7-R-2362	Langs Plating & Mfg. Co.
1-R-3229	Lasalle Upholstering Co., Samuel Selig, d/b/a.
4-R-2473	Lenning, Chas., & Co., Inc.
3-R-1289	Levor, G., & Co., Inc.
1-R-3320	Lewis, Philip & Sons, Inc., Reuren & Samuel Lewis, a partnership d/b/a.
2-R-6930	Liggett Drug Co.
7-R-2433	Light Metals Corp.
2-R-6380	Lightwell Appliance Corp.
2-R-6516	Lightwell Appliance Corp.
8-R-2415	Lima Association of Beer Distributors.
19-R-1845	Lindeman Power & Equipment Co.
4-R-2422	Line Material Co. of Pennsylvania.
15-R-2004	Lion Oil Co., Chemical Division.
18-R-1145	Litchfield Mfg. Co.
21-R-2885	Lockheed Aircraft Corp.
21-R-3192	Lockheed Aircraft Corp.
21-R-3432	Lockheed Aircraft Corp.
4-R-1846	Lonergan, J. E., Co.
20-R-1640	Long Bell Lumber Co., The Weed Division.
20-R-1789	Long Bell Lumber Co., Weed Division.
5-R-2402	Lord Baltimore Press.
9-R-2374	Lorillard, P., Co.
15-R-2070	Louisiana Cypress Lumber Co., Inc.
16-R-1577	Luscombe Airplane Corp.
24-R-157	Lykes Bros., SS. Co., Inc.

8-R-2199	McGean Chemical Co., The.
5W-R-26	McLeod Veneer Co.
21-R-3474	Mac's Equipment & Repair Co.
15-R-1933	Magnolia Cotton Mills.
14-R-1242	Mallinckrodt Chemical Works.
1-R-3468	Manchester Knitted Fashion & Manchester Sport Fashion.
13-R-3810	Mandel Bro., Inc.
1-R-3145	Manning, Bowman, & Co.
1-R-3405	Massachusetts Bonding & Insurance Co.
21-R-3562	May Department Stores Co., The.
5-R-2147	May, McEwen, Kaiser Co.
13-R-3536	Mechling, A. L., Barge Lines.
16-R-1737	Merchants Delivery Service.
1-R-3459	Merchants National Bank of Boston, The.
21-R-3400	Miami Copper Co.
9-R-2159	Miami Valley Broadcasting Corp.
8-R-2261	Midland Steamship Line, Inc.
21-R-3486	Milliron's.
13-R-3037	Milwaukee Gas Light Co.
6-R-1474	Minds Coal Mining Corp.
19-R-1798	Minneapolis & Ontario Paper Co., National Pole & Treating Division.
15-R-2106	Mississippi Products Co.
9-R-2143	Mississippi Valley Barge Line Co.
13-R-3690	Mitchell Mfg. Co.
8-R-2315	Model Dairy, Kichmer, R. W., d/b/a.
11-R-1223	Modern Machine & Pattern Co.
21-R-3489	Monolith Portland Cement Co.
16-R-1840	Monsanto Chemical Co.
3-R-1245	Montgomery Ward Co., Inc.
17-R-1585	Montgomery Ward & Co., Inc.
19-R-1870	Montgomery Ward Co., Inc., A Corp.
8-R-1825	Monumental Life Insurance Co.
9-RE-14	Moore-Eastwood & Co.
18-R-1543	Morrell, John, & Co.
16-R-1758	Mosher Steel Co.
2-R-6373	Mountain Ice & Fuel Corp.
1-R-3589	Murray Leather Co.
10-R-2561	Muscle Shoals Broadcasting Co.
10-R-2021	Mutual Fertilizer Co.
13-R-3787	Myers-Sherman Co., The.
16-R-2168	Myers, Sidney, Inc.
10-R-1946	Nashville Cotton Oil Mill Corp.
15-R-1678	Natchez Hardwood Co.
4-R-1749	National Biscuit Co.
2-R-5885	National Can Corp.
5-R-2330	National Color Printing Co.
5-R-2337	National Color Printing Co.
9-R-2129	National Electric Coil Co.
4-R-2069	National Fireproofing Co.
2-R-7297	National Foundry of New York, Inc.
8-R-2049	National Lime & Stone Co., Findlay Plant.
14-R-1573	National Mattress Co.
2-R-6652	National Silver Co.
2-R-6755	National Silver Co.
5-R-2699	Nebel Knitting Co.
13-R-4212	Neff Concrete Products Co.
8-R-2130	Newark Stove Co., The.
1-R-3013	New Britain Machine Co., The.
7-R-2326	Newcome Detroit Co.
6-R-1533	New Enterprise Stone & Lime Co.
1-R-3453	New Jersey Rubber Co.
1-R-3452	Newman-Crosby Steel Corp.
15-R-1848	New Orleans Coal & Bisso Tow Boat Co.
16-R-2060	New York Merchandise Co.

4-R-1757	New York Shipbuilding Corp.
9-R-2330	Noma Electric Corp. of Maryland, K-D Lamp Division.
4-R-2118	No-Mend Hosiery, Inc.
16-R-2146	Norris, W. C., Mfg., Inc.
13-R-2112	Northern Trust Co., The.
13-R-3877	Northwest Engineering Co.
6-R-1469	Northwestern Mining & Exchange Co. of Erie, Pennsylvania.
13-R-3672	Ohio Chemical & Mfg. Co., The, Scanlon-Morris.
8-R-2463	Ohio Power Co.
8-R-2181	Ohio Public Service Co., The.
8-R-2327	Ohio Public Service Co., The.
8-R-2342	Ohio Telephone Service Co.
9-R-2616	Ohmer Corp., The.
5-R-2488	Old Dominion Box Co.
20-R-1589	Olive Products Co.
13-R-3507	Oliver Corp., The.
14-R-1518	Oliver Corp., The.
17-R-1644	Omaha Cold Storage Co.
21-R-3437	Osherenko, Joseph R.
7-R-2247	Otsego Falls Paper Mill, Inc.
8-R-2269	Owens Corning Fiberglas Corp.
19-R-2045	Pacific Car & Foundry Co.
20-R-1549	Pacific Gas & Electric Co.
20-R-1712	Pacific Gas & Electric Co.
20-R-1791	Pacific Gas & Electric Co.
1-R-3287	Pacific Mills.
13-R-4060	Packers Association of Chicago, The, et al.
20-R-1925	Paramount Flag Co.
2-R-7182	Parkchester Machine Corp.
9-R-2173	Park Woodworking Machine Co.
5-R-2391	Patapsco Scrap Co.
3-R-1484	Pathfinder Chemical Corp.
2-R-6427	Patterson, John A., Trucking Corp.
1-R-3482	Peck, Stowe & Wilcox Co., The.
5-R-2308	Pee Dee Mfg. Co., Plant No. 2.
6-R-1211	Pennsylvania Coal & Coke Corp.
6-R-1371	People's Telephone Corp., The.
13-R-4274	Peoria Wholesale Liquor Distributors' Association.
5-R-2537	Perfection Garment Co.
8-R-2428	Perfection Sporting & Equipment Co.
9-R-2497	Pet Milk Co.
16-R-1651	Phelps Dodge Refining Corp.
5-R-2882	Phillips Packing Co.
8-R-2153	Phillips Petroleum Co.
16-R-2093	Phillips Petroleum Co.
9-R-2399	Pickerington Creamery, Inc.
4-R-2374	Pioneer Paper Stock Co.
16-R-1971	Piper Aircraft Corp.
6-R-1310	Pittsburgh Railways Co., Debtor, W. D. George.
10-R-1822	Pizitz, Louis, Dry Goods Co.
13-R-3352	Plankinton Packing Co.
9-R-2416	Plastex Corp., The.
4-R-2373	Pocono Apparel Mfg. Co.
13-R-3968	Polish National Alliance.
5-R-2364	Potomac Edison Co.
16-R-1972	Potosi Tie & Lumber Co.
8-R-2314	Precision Castings Co., Inc.
6-R-1458	Pressed Steel Car Co., Inc.
13-R-4146	Products Mfg. & Engineering Corp.
2-R-6774	Public Service Corp.
10-R-1711	Pullman Standard Car Mfg. Co.
6-R-1550	Puritan Knitting Mills Co.
2-R-7262	Purolator Products, Inc.
6-R-1482	Pursglove Mining Co.

7-R-2272	Quick Industry, Inc.
13-R-3577	Radio Products Co. & Chicago Aviation Screw Mfg., Inc.
9-R-2105	Rainbow Lithographing Co., The.
2-R-6894	Raybestos-Manhattan, Inc.
18-R-1720	Register & Tribune Co., The.
16-R-1821	Rein Co., The.
7-R-2301	Remington Rand, Inc.
13-R-3964	Republic Flow Meters Co.
3-R-1231	Republic Steel Corp.
8-R-2333	Republic Steel Corp.
1-R-3526	Revere Copper & Brass, Inc.
5-R-2362	Revere Copper & Brass Co., Inc. (Canton Division).
9-R-2450	Reynolds Metals Co.
13-R-3684	Reynolds Metals Co., McCook Sheet Mills.
19-R-2062	Reynolds Metals Co., The.
7-R-2425	Ripley Mfg. Co.
15-R-1578	Ritchie Grocer Co.
1-R-3176	Rival Foods, Inc.
13-R-3789	Riverdale Products Co.
10-R-2027	Roane-Anderson Co.
10-R-1912	Robbins Tire & Rubber Co.
10-RE-20	Roberts & Son.
13-R-3873	Rockford Drop Forge Co.
10-R-1960	Rock Hill Printing & Finishing Co.
2-R-7007	Rockland Light & Power Co.
2-R-7350	Rockland Light & Power Co.
13-R-4116	Rockton Felt Paper Co.
16-R-1684	Rodgers-Wade Mfg. Co.
5-R-2101	Rosslyn Gas Co. & Washington Suburban Gas Co.
5-R-2494	Royster, F. S., Guano Co.
4-R-2141	Ruberoid Co., The.
13-R-3945	Russell Electric Co.
1-R-3457	Russell Heel Co.
15-R-1725	Rutter-Rex J. H., Mfg. Co.
7-R-2495	Saginaw Cabinet Co.
18-R-1716	St. Cloud Iron Works Co.
14-R-1450	Ste. Genevieve Lime & Quarry Co.
10-R-1618	St. Marys Kraft Corp.
8-R-2375	St. Mary's Packing Co.
21-R-3414	San Fernando Heights Lemon Association.
1-R-3517	San-Nap-Pak Co.
19-R-1844	Santiam Lumber Co.
13-R-3920	Sargent, E. H., & Co.
4-R-2515	Savill Co.
2-R-7371	Schieffelin & Co., Inc.
10-R-2490	Seacoast Telephone Co.
9-R-2134	Seagrave Corp., The.
10-R-1813	Sears, Roebuck & Co.
16-R-1859	Sears, Roebuck & Co.
11-R-993	Seeger-Sunbeam Corp., Evansville Division.
3-R-1358	Seneca Falls Machine Co.
9-R-2421	Sherer, O. F., & Sons.
1-R-3155	Sheffield Farms Co., Inc.
2-R-6886	Sheffield Farms Co., Inc.
11-R-965	Shelbyville Desk Co.
20-R-1031	Shell Development Co.
1-R-3410	Shell Oil, Inc.
7-R-2303	Shwayder Bros., Inc.
4-R-2468	Sieling Furniture Co.
2-R-6346	Sinclair Refining Co.
13-R-3882	Sinclair Refining Co.
13-R-4152	Sinclair Refining Co.
18-R-1778	Sioux City Brewing Co.
13-R-3539	Smith, A. O., Corp.

8-R-2524	Smith Brothers Mfg. Co.
4-R-2113	Smith, L. B., Inc.
5-R-2600	Smoky Mountain Stages, Inc.
2-R-6345	Snell, Foster D., Inc.
4-R-2240	Socony Vacuum Oil Co., Inc.
6-R-1626	Socony Vacuum Oil Co., Inc.
13-R-3694	Solem Machine Co.
9-R-2600	Sorg Paper Co., The.
10-R-1791	Southeastern Telephone Co.
16-R-2150	Southern Acid & Sulphur Co., Inc.
21-R-3277	Southern California Edison Co., Ltd.
21-R-3543	Southern California Gas Co.
10-R-1987	Southern Fertilizer & Chemical Co.
10-R-2022	Southern States Phosphate & Fertilizer Co.
13-R-4031	Southtown Economist, Inc.
11-R-998	Spicer Mfg. Corp., Salisbury Axle Division.
9-R-2603	Spur Distributing Co.
5-R-2439	Standard Brands, Inc.
2-R-7250	Standard Cap & Seal Corp.
10-R-2246	Standard-Coosa-Thatcher (Thatcher Mill) Co.
13-R-4171	Standard Lime & Stone Co.
15-R-1979	Standard Oil Co. of New Jersey.
9-R-2549	Standard Register Co., The.
3-R-1435	Stauffer Chemical Co.
16-R-1836	Stephens, Ray, Inc.
10-R-2380	Stephens, W. P., Lumber Co.
19-R-1795	Sullivan Mining Co.
20-R-1954	Sunland Industries Co.
16-R-1700	Superior Mfg. Co.
18-R-1531	Swan Engineering & Machine Co.
19-RE-26	Swanson Bros. Logging Co.
8-R-2378	Swartzbaugh Mfg. Co.
17-R-1070	Swift & Co.
18-R-1599	Swift & Co.
3-R-1459	Symington-Gould Corp., The.
6-R-1355	Talon, Inc.
10-R-1930	Tampa Transit Lines, Inc.
1-R-3518	Telechron, Inc.
21-R-3597	Texas Co., The.
16-R-1873	Texas-New Mexico Pipe Line Co.
4-R-2342	Textile Machine Works, Inc., Machine Shop & Foundry Division.
1-R-3256	Textron, Inc.
1-R-3400	Textron, Inc.
1-R-3401	Textron, Inc.
1-R-3461	Textron, Inc.
1-R-3547	Textron, Inc.
18-R-1742	Theiler, Carl & Joe, Inc.
10-R-2110	Thomas & Howard Co. of Charleston.
18-R-1662	Thomas Truck & Castor Co.
8-R-2363	Thompson Products, Inc. & Thompson Aircraft Products Co.
8-R-2509	Thompson Products, Inc.
2-R-5736	Tidewater Associated Oil Co., Inc.
7-R-2293	Timken-Detroit Axle Co.
17D-R-26	Tivoli Brewing Co.
16-R-1789	Todd Galveston Docks, Inc.
8-R-2274	Toledo Casket Co., The.
8-R-2530	Tool Die Engineering Co., Casting Division.
9-R-2394	Trailmobile Co., The.
17-R-1553	Trailways Union Bus Depot.
4-R-1748	Trenton Potteries Co., The.
6-R-1510	Triangle Auto Spring Corp.
10-R-1845	Triangle Publications, Inc., McMurray Printers Division, of.
15M-R-28	Trumbull Asphalt Co.
2-R-6690	Turbine Engineering Co.

2-R-6864 Turl Iron & Car Co., Inc.
8-R-2464 Tyler, W. S., Co., The.
21-R-3619 Tyre Nursery Furniture Co.

2-R-7443 Uarco, Inc.
13-R-3748 Uarco, Inc.
13-R-3754 Union Bus Depot.
21-R-3249 Union Mfg. Co.
11-R-1195 United Cabinet Co.
20-R-1867 United Engineering Co.
13-R-3983 United Generator & Armature Service Co.
1-R-3387 United Smelting & Aluminum Co., Inc.
2-R-6573 United States Gypsum Co.
8-R-2362 United States Gypsum Co.
1-R-3407 United Tool & Die Co.
13-R-4128 U. S. Bottlers Machinery Co.
2-R-6628 U. S. Industrial Chemicals, Inc.

1-R-3078 Vega Co., The.
1-R-3182 Veneer Products Co., Donald R. Rice & Allie E. Salls d/b/a.
10-R-2020 Virginia-Carolina Chemical Corp.
6-R-1478 Virginia & Pittsburgh Coal & Coke Co., The.
11-R-1119 Volney Felt Mills, Inc.
13-R-3735 Volney Felt Mills, Inc.
1-R-3308 Voos Co., The.

4-R-2289 WCAU Broadcasting Co.
3-R-1264 W. & W. Mfg. Co., Inc.
14-R-1472 Wagner Electric Corp.
5-R-2730 Waldensian Hosiery Mills.
10-R-2446 Walker Electrical Co.
20-R-1615 Waterfront Employers Association of the Pacific Coast, et al.
20-R-1690 Waterfront Employers Association of the Pacific Coast, et al.
15-R-1950 Wells Furniture Mfg. Co.
13-R-3738 Wells-Gardner & Co.
15-R-1936 Westbrook Mfg. Co.
19-R-1612 Western Condensing Co.
18-R-1538 Western Tool & Stamping Co.
16-R-1809 Westheimer Transfer & Storage Co.
1-R-2875 Westinghouse Electric Corp. (East Springfield Works).
1-R-3089 Westinghouse Electric Corp.
4-R-2303 Westinghouse Electric Corp.
6-R-1503 Westinghouse Electric Corp.
13-R-4215 Westinghouse Electric Corp.
20-R-1700 Westinghouse Electric Corp.
20-R-2176 Westinghouse Electric Corp.
4-R-1964 Westinghouse Radio Stations, Inc.
16-R-2043 West Texas Cotton Oil Co.
8-R-1987 Wheeling Steel Co.
10-R-1885 Wheland Co., The.
10-R-2457 Wheland Co., The.
5-R-2790 White Furniture Co.
19-R-1970 White Pine Lumber Co.
13-R-4049 Whiting Corp.
1-R-3314 Whiting & Davis Co.
21-R-3650 Whitney's Department Store.
4-R-2148 Wicaco Machine Corp.
17-R-1454 Wichita Eagle.
16-R-1685 Wichita Falls Foundry & Machine Co.
17-R-1713 Wichita Transportation Corp.
19-R-1659 Willamette Valley Lumber Co.
10-RE-21 Williams Furniture Corp.
21-R-3224 Wilmington Transportation Co.
13-R-4199 Wilson Athletic Goods Mfg., Co.
10-R-1784 Wilson & Co., Inc.
15-R-1664 Wilson & Co., Inc., Box Factory.

18-R-1537 Wilson & Co., Inc.
2-R-6467 Wilson & Rogers, Inc.
6-R-1710 Wolf Co., The.
2-R-6933 Worth Hardware Co., Inc.
7-R-7090 Wright Aeronautical Corp.
5-R-2457 Wytheville Knitting Mills, Inc.

15-R-1983 Yellow Bus Lines, Inc.
16-R-1975 Yellow Transit Co.
20-R-1768 Young Patrol Service.
13-R-3125 Youngstown Sheet & Tube Co. (East Chicago, Ltd.).
20-R-1865 Yuba Mfg. Co.

6-R-1734 Zubik, Charles, & Zubik Towing Co.

B. Cases Decided on the Basis of Stipulated Election

5-R-2689 Abell, A. S., Co., The.
13-R-4360 Acme Visible Records, Inc.
9-R-2548 Adel Precision Products Corp.
13-R-4202 Advance Aluminum Casting Corp.
13-R-4251 Advance Machine Co.
3-R-3906 Advance Transformer Co.
4-R-2617 Air Products, Inc.
21-R-3546 Airquipment Co.
13-R-4054 Allied Control Co., Inc.
14-R-1488 Alton Box Board Co.
14-R-1659 Alton Box Board Co.
4-R-2628 American Acme Co.
10-R-1952 American Bakeries Co.
10-R-2055 American Bakeries Co., Houston Plant.
4-R-2400 American Bridge Co.
2-R-7417 American Can Co.
4-R-2265 American Caramel Co.
16-R-2132 American Carbon Paper Mfg. Co.
2-R-7067 American Cyanamid Co.
16-R-2031 American Desk Mfg. Co.
21-R-3654 American Die Casting Corp.
4-R-1908 American Dredging Co.
4-R-2351 American Engineering Co.
11-R-1106 American Foundry Co., Inc.
10-R-2469 American Fruit Growers, Inc.
5-R-2781 American Furniture Co., Inc.
5-R-2803 American Furniture Co., Inc.
5-R-2829 American Furniture & Fixture Co., Inc.
13-R-3664 American Gear & Mfg. Co.
16-R-2126 American National Insurance Co.
13-R-4337 American Paper Goods Co.
16-R-1959 American Republic Corp.
16-R-2160 American Republic Corp.
9-R-2328 American Rolling Mill Co.
5-R-2960 American Smelting & Refining Co.
5-R-2712 American Tobacco Co., & American Suppliers, Inc.
10-R-1806 American Tobacco Co.
9-R-2614 American Viscose Corp.
2-R-6947 Anco Products Co.
1-R-3572 Anderson, Albert & J. M. Mfg. Co.
1-R-3197 Andrews & Goodrich, Inc.
4-R-2391 Animal Trap Co., of America.
4-R-2392 Animal Trap Co., of America.
6-R-1668 Armour & Co.
10-R-2111 Armour & Co.
15-R-2145 Armour & Co.
15-R-2152 Armour & Co., Inc.
17D-R-16 Armour & Co.
18-R-1601 Armour & Co.
18-R-1631 Armour & Co.

19-R-1895	Armour & Co.
9-R-2539	Armour Fertilizer Works.
16-R-2241	Armour Fertilizer Works, Inc.
1-R-3603	Arms Textile Co. & Stark-Amoskeag Woolen Mills.
9-R-2286	Armstrong Metal Products, Inc.
1-R-3199	Artcraft Metal Products, Inc.
5-R-2979	Arvonia Buckingham Slate Co., Inc.
5-R-2429	Associated Brewers of The Fifth Region.
13-R-4299	Associated Products, Inc.
5-R-2799	Atlanta Co., The.
10-RE-46	Atlanta Co., The.
11-R-1240	Atmospheric Nitrogen Corp.
2-R-6857	Ballantine, P., & Sons.
9I-R-1289	Ball Bros. Co.
6-R-1427	Barnhart-Davis Co.
1-R-3716	Barrington, Howard & Co.
5-R-2916	Bata Shoe Co., Inc.
5-R-2769	Beacon Mfg. Co.
16-R-1936	Beaumont Cotton Compress Co.
10-R-2165	Bemis Bros. Bag Co.
5-R-2917	Bendix Aviation Corp.
2-R-7079	Bergen Precision Casting Co., Inc.
13-R-3923	Berg Mfg. & Sales Co.
2-R-7828	Berkshire Chemical Co., The.
3-R-1268	Bloomer Bros. Co.
10-R-2285	Blue Ridge Glass Corp.
10-R-2327	Blue Ridge Glass Corp.
9-R-1108	Bonney-Floyd Co.
5-R-2412	Bordens Mfg. Co.
14-R-1546	Borg-Warner, Norge Division.
5-R-2519	Bost Building Equipment Co.
5-R-2418	Boston Metals Co., The.
10-R-2504	Buckeye Cotton Oil Co.
15-R-1939	Buckeye Cotton Oil Co.
8-R-2332	Buckeye Electrical Mfg. Co., The.
8-R-2519	Buckeye Electrical Mfg. Co.
9I-R-1286	Bucyrus-Erie Co.
4-R-2196	Buffalo Tank Corp.
9-R-2422	Burger Iron Co.
2-R-7108	Burns, Jabez & Sons, Inc.
1-R-3420	Butterworth, H. W., & Sons Co.
21-R-3443	California Furniture Shops, Ltd.
4-R-2325	Call-Chronical Newspapers, Inc.
1-R-3761	Cambridge Screw Co.
23-R-204	Canada Dry Bottling Co.
23-R-205	Canada Dry Bottling Co.
8-R-2478	Canfield Oil Co.
1-R-3161	Cape Ann Tool Co.
9-R-1973	Carbide & Carbon Chemicals Corp.
4-R-2277	Cardinal Boxes, Inc.
10-R-2044	Carling Tile Co.
2-R-7176	Carmel, J. P.
13-R-3221	Carnegie-Illinois Steel Corp.
13-R-3705	Carnegie-Illinois Steel Corp.
5W-R-4	Carolina Coach Co., Carolina Coach Co. of Virginia.
5W-R-13	Carolina Coach Co., Carolina Coach Co. of Virginia.
5-R-2407	Carolina Paper Board Corp.
5W-R-19	Carolina Power & Light Co.
5W-R-20	Carolina Power & Light Co.
5-R-2759	Carolina Power & Light Co.
15M-R-15	Caterpillar Tractor Co.
17-R-1593	Caterpillar Tractor Co.
17-R-1613	Caterpillar Tractor Co.
19-R-2103	Caterpillar Tractor Co.
19-R-2056	Centennial Flouring Mills Co.

18-R-1865	Central Steel Tube Co.
13-R-4170	Century Display Mfg. Co.
10-R-2037	Champion Garment Co.
16-R-1935	Chase Bag Co.
21-R-3824	Cherry Rivet Co.
4-R-2317	Chesterman-Leeland Co.
16-R-1970	Chicago Corp., The.
13-R-4105	Chicago Finishing Co.
13-R-3939	Chicago Gear Works, Quinn, J. J., d/b/a.
13-R-3875	Chicago Macaroni Co.
13-R-4257	Chicago Railway Equipment Co.
7-R-2386	Chrysler Corp.
9-R-2208	Cincinnati Gear Co., The.
9-R-2619	Cincinnati Steel Castings Co., The.
20-R-1926	Circus Food, Inc.
13-R-3965	Clements Mfg. Co.
16-R-2056	Clifton Mfg. Co.
2-R-6599	Columbia Broadcasting System, Inc.
13-R-3778	Columbia Broadcasting System, Inc.
8-R-2281	Columbia Burner Co.
13-R-3885	Columbian Bank Note Co.
13M-R-1	Combined Locks Paper Co.
13M-R-4	Combined Locks Paper Co.
7-R-2295	Consolidated Paper Co.
16-R-1878	Cooper Co., Inc., The.
13-R-4222	Crane Co.
13-R-4223	Crane Co.
9-R-2550	Crosley Motors, Inc.
1-R-3323	Cudahy Packing Co., The.
1-R-3622	Cudahy Packing Co., The.
1-R-3752	Cudahy Packing Co., The.
10-R-1785	Cudahy Packing Co., The.
10-R-2087	Cudahy Packing Co., The.
10-R-2488	Cudahy Packing Co., The.
10-R-2620	Cudahy Packing Co., The.
13-R-3640	Cudahy Packing Co., The.
13-R-4089	Cudahy Packing Co., The.
16-R-2324	Cudahy Packing Co., The.
17-R-1591	Cudahy Packing Co., The.
1-R-3577	Cundy-Bettoney Co., Inc., The.
7-R-2457	Cunningham Stoker Co., Bailey, G., Perkins, C. L., & Cumming, S., copartners, d/b/a.
3-R-1303	Curtice Brothers Co.
18-R-1647	Dalglish, J. M., Co.
18-R-1757	Dalglish, J. M., & Co.
8-R-1995	Dana Corp., Spicer Mfg., Division of.
1-R-3607	Daniels Printing Co.
5-R-2443	Davison Chemical Corp., The.
10-R-2089	Davison Chemical Corp., The.
13-R-3753	Day, James B. & Co.
9-RE-15	Dayton Coca-Cola Bottling Co., The.
9-R-2175	Dayton Coca-Cola Bottling Co., The.
13-R-3881	Deagan, J. C., Inc.
20-R-1963	Deere, John, Plow Co.
2-R-6640	DeLaval Separator Co.
10-R-2257	Del Mar Cabinet Co.
5-R-2707	Denny Veneer Co.
2-R-6806	Design Center, Inc.
13-R-4296	Diamond Braiding Mills, Inc.
1-R-3642	Diamond Match Co., The.
5W-R-46	Diana Mills, Inc.
21-R-3947	Dimension Mill & Cabinet Co.
8-R-2594	Dobeckum Co., The.
18-R-1805	Doughboy Industries, Inc.
1-R-3555	Draper Corp.
21-R-3264	Drayer-Hanson.

1-R-3609	DuPaul Central Optical Co., Inc.
4-R-2114	du Pont, E. I., de Nemours & Co.
4-R-2610	du Pont, E. I., de Nemours & Co.
5-R-2724	du Pont, E. I., de Nemours & Co.
5-R-2773	du Pont, E. I., de Nemours & Co.
5-R-2791	du Pont, E. I., de Nemours & Co., Inc.
5-R-2836	du Pont, E. I., de Nemours & Co., Spruance Plant, Rayon Division.
9-R-2272	du Pont, E. I., de Nemours & Co.
9-R-2329	du Pont, E. I., de Nemours & Co.
9-R-2354	du Pont, E. I., de Nemours & Co.
5-R-2835	du Pont, E. I., de Nemours & Co.
16-R-2171	du Pont, E. I., de Nemours & Co.
17-R-1676	Eagle Picher Mining & Smelting Co., The.
13-R-4138	Electric Motors & Specialties Co.
18-R-1704	Electric Service System, Inc.
20-R-1910	Emerson Flag Co.
9-R-2686	Employing Printers Electrotype Co., The.
2-R-6892	Ericcson Screw Machine Prods., Co., Inc.
10-R-2552	Evans Metal Co.
13-R-3928	Excello Press, Inc., The.
13-R-3934	Excello Press, Inc., The.
10-R-2149	Fairbanks Co., The.
10-R-2510	Fairbanks Co., The.
18-R-1770	Fairmont Creamery Co.
4-R-2193	Fanning-Schuett Engineering Co.
13-R-3856	Federal Auto Products Co., Inc.
9-R-2480	Federal Foundry Supply Co., The.
10-R-2269	Federal-Mogul Corp.
5-R-2827	Fletcher Fixture Co., Inc.
18-R-1876	Foley Mfg. Co.
5-R-2920	Foster Bros., & Co.
15-R-2028	Foxworth-Galbraith Lumber Co.
20-R-1717	Frank, S. H., Co.
13-R-3681	Frederick Post Co., The.
18-R-1802	Freeman Mfg. Inc.
8-R-2606	French Oil Mill Machinery Co., The.
6-R-1702	Galeton Foundry Co., Inc.
9-R-2352	Gardner-Richardson Co., The.
18-R-1651	Garon Knitting Mill.
20-R-1953	Gates Rubber Co.
4-R-2171	General Chemical Co.
4-R-2372	General Chemical Co.
21-R-3707	General Chemical Co.
21-R-3984	General Chemical Co.
2-R-7622	General Electric Appliance, Inc.
4-R-2175	General Electric Co., Appliance and Merchandise Department.
1-R-3393	General Electric Co.
2-R-7537	General Electric Co.
3-R-1468	General Electric Co.
3-R-1488	General Electric Co.
4-R-2252	General Electric Co.
13-R-4028	General Electric Co.
4-R-2176	General Electric Co., Chemical Department, Plastics Division.
4-R-2224	General Electric Co., Chemical Department, et al.
8-R-2479	General Electric Supply Corp.
16-R-2253	General Electric Supply Corp.
4-R-2119	General Motor Corp., GMC Truck and Coach Division.
5-R-2532	General Motors Corp., General Motors Parts Division.
6-R-1502	General Motors Corp., GMC Truck and Coach Division.
7-R-2277	General Motors Corp.
7-R-2372	General Motors Corp., Buick Motor Division.
7-R-2440	General Motors Corp., Buick Motor Division.
7-R-2443	General Motors Corp., Saginaw Malleable Iron Division.
7-R-2483	General Motors Corp.

7-R-2608	General Motors Corp.
8-R-2427	General Motors Corp.
9-R-2660	General Motors Corp.
10-R-2216	General Motors Corp., United Motors Service Division.
13-R-4195	General Motors Corp.
13-R-4374	General Motors Corp.
16E-R-2	General Motors Corp., General Motors Parts Division.
16-R-2196	General Motors Corp.
17-R-1423	General Motors Corp.
17-R-1607	General Motors Corp., General Motors Parts Division.
17-R-1622	General Motors Corp.
17-R-1748	General Motors Corp.
17-R-1782	General Motors Corp.
19M-R-55	General Motors Corp.
20-R-1774	General Motors Corp.
20-R-1958	General Motors Truck & Coach Division.
4-R-2688	General Smelting Co.
20-R-1946	Geneva Steel Co.
10-R-1951	Georgia Coating Clay Co.
10-R-1935	Georgia Kaolin Co.
2-R-6851	Gibbs & Cox, Inc.
13-R-3821	Gilner Mfg. Co., Inc.
9-R-2452	Glidden Co., The Durkee Famous Foods Division.
11-R-1105	Glidden Co., Inc.
17-R-1751	Goodrich, B. F., Co.
8-R-2191	Goodyear Aircraft Corp.
10-R-2016	Goodyear Clearwater Mills, Mill No. 3.
10-R-2191	Goodyear Clearwater Mills, Mill No. 1.
8-R-2379	Goodyear Tire & Rubber Co., The.
13-R-3791	Goshen Sash & Door Co.
21-R-3639	Grand Central Airport Co.
7-R-2317	Grand Ledge Chair Co.
9-R-2412	Grand-Pop Bottling Co., et al.
21-R-3457	Grant Silvers, Inc.
13-R-4234	Great Lakes Plating Co.
13-R-3950	Greenebaum, J., Tanning Co., Plant No. 3.
5W-R-45	Greene Brothers Lumber Co., Inc.
1-R-3559	Grinnell Pajama Co.
5W-R-80	Guilford Hosiery Mills, Inc.
10-R-2090	Gulf Oil Corp.
16-R-1927	Gulf Oil Corp.
16-R-2008	Gulf Oil Corp.
16-R-2054	Gulf Oil Corp.
16-R-2138	Gulf Refinery Co.
16-R-2002	Gulf Refining Co.
10-R-1997	Harris Foundry & Machine Co.
1-R-3717	Harvill New England Corp.
5-R-2713	Hastings Co., The, H. B., Hastings, d/b/a.
23-R-203	Hawaiian Plumbing & Sheet Metal Works.
6-R-1421	Heinz, H. J., Co.
21-R-3929	Heinz, H. J., Co.
20-R-1965	Hendry, C. J., Co.
16-R-1767	Henson, John W. & Sons.
5W-R-78	Highland Cotton Mill.
5-R-2515	High Point Bending & Chair Co.
1-R-3414	Hinde & Dauch Paper Co., The.
8-R-2429	Hinde & Dauch Paper Co., The.
14-R-1630	Hinde & Dauch Paper Co., The.
21-R-3502	Hollywood Jr., Lillian Navis, d/b/a.
13M-R-10	Holman Metal Stamping Co., Inc.
15-R-1712	Home Guano Co.
23-R-185	Honolulu Roofing Co.
23-R-189	Honolulu Roofing Co.
18-R-1606	Hough Shade Corp., The.
13-R-3809	Humbolt Mfg. Co.

19P-R-1	Hunt Foods, Inc.
8-R-2405	Hynes Steel Products Co.
8-R-2452	Hynes Steel Products Co.
1-R-3340	Hytron Radio & Electronics Corp.
5-R-2767	Imperial Tobacco Co., of Great Britain.
1-R-3686	International Harvester Co.
9-R-2486	International Nickle Co., Inc., The.
9-R-2496	International Nickle Co., Inc., The.
13-R-3902	International Parts Corp.
4-R-2601	International Smelting & Refining Co.
15-R-1878	Irwin Mfg. Co., I. B. S., Mfg. Co., Ercus Mfg. Co., Hickory Flat Mfg. Co., & Pontomoc Mfg. Co.
19-R-2098	Isaacson Iron Works.
4-R-2424	Jane Louise Candies.
10-R-2314	Jeffrey-McElrath Mfg. Co.
3-R-1480	Judge Motor Corp.
17-R-1677	Juvenile Shoe Corp., of America, The.
23-R-299	Kapiolani Motors, Ltd.
13-R-4063	Kaukauna Machine Corp.
10-R-1855	Kennelly Transfer & Storage Co., Inc.
2-R-7068	Kingsland Barrel & Drum Co., Inc.
11-R-1084	Koch, George, Son, Inc.
5-R-2924	Koppers Co., Inc.
13-R-4135	Kraft Foods Co.
9-R-2282	Kramer Brothers Foundry Co.
5W-R-53	Laurinburg Plywood, Inc.
1-R-3787	Ledkote Products Co.
5-R-2978	Le Sueur Richmond Slate Corp.
23-R-254	Lewers & Cooke, Ltd.
4-R-2500	Liberty Can & Sign Co.
11-R-1172	Linde-Air Products Co., The.
13-R-3894	Linde-Air Products Co., The Carundum Division.
16-R-1984	Linde-Air Production Co.
19-R-2118	Link Belt Co.
15-R-1560	Lion Oil Co.
5-R-2907	McIntyre's Bakery, Mrs. David McIntyre.
13-R-4069	McKessons & Robbins, Inc.
2-R-6642	Mack-International Motor Truck Corp.
3-R-1372	Mack-International Truck Co.
16-R-1951	Magnolia Petroleum Co., Refining Division.
8-R-2321	Majestic Electric Appliance Co., Inc.
5-R-2563	Manchester Board & Paper Co., Inc.
17-R-1762	Manley, Inc.
1-R-3419	Manning, Bowman & Co.
2-R-7198	Marinette Paper Co.
2-R-7737	Marinette Paper Co.
10-R-1984	Martin, B. W., Gordon Clay Co., Inc.
6-R-1398	Marx, Louis Co., Inc., of Pennsylvania.
6-R-1440	Marx, Louis Co., Inc., of Pennsylvania.
13-R-4263	Match Corp. of America.
5-R-2222	Mathieson Alkali Works.
5-R-2839	Mathieson Alkali Works, The.
5-R-2385	May Co., The.
16-R-2087	Mayflower Mfg. Co.
16-R-2361	Mayflower Mfg. Co.
21-R-3863	Meta Mold Casting Co.
2-R-6761	Meyer, Jos. H., Bros.
18-R-1676	Midwest Machine & Tool Co.
5-R-2948	Miller Metal Products, Inc.
18-R-1773	Minnesota Mining & Mfg. Co.
13-R-3676	Modern Die & Drop Forge Co.

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13-R-3839	Montgomery Ward, Inc., Hummer Mfg. Co.
20-R-1936	Moore, Walton N., Dry Goods Co., Inc.
20-R-1905	Mountain Copper Co., Ltd.
20-R-1934	Mountain Copper Co., Ltd., The Shasta County Operations.
13-R-4123	Musitron Co.
13-R-4385	Nash Brothers Co.
21-R-3575	National Technical Laboratories.
5-R-2788	Newberry, J. J., Co.
2-R-6971	New York Lubricating Oil Co.
24-R-154	New York & Porto Rico Steamship Co., The.
10-R-2122	Noble Mfg. Co.
5W-R-38	Norman Lumber Co., Inc.
4-R-2596	Norristown Herald, Inc.
4-R-2598	Norristown Herald, Inc.
4-R-2217	Northern Metal Co.
21-R-3594	Northrop Aircraft, Inc.
18-R-1701	North Western Hanna Fuel Co.
8-R-2601	Ohio Box Board Co.
23-R-180	Okada Trucking Co.
4-R-2420	Oliver United Filters, Inc.
21-R-3912	Orifice, Robinson, Fitting Co.
9-R-2482	Orr Brown & Price Co.
17-R-1780	Owens Corning Fiberglas Corp.
15-R-1726	Owosso Mfg. Co.
4-R-2401	Oxford Cabinet Co.
4-R-2353	Oxford Furniture Co.
21-R-3711	Pacific Press, Inc.
21-R-3744	Pacific Press, Inc.
21-R-3855	Pacific Press, Inc.
21-R-3874	Pacific Press, Inc.
21-R-3944	Pacific Press, Inc.
21-R-3691	Pacific Sound Equipment Corp.
20-R-1942	Pacific Telephone & Telegraph Co.
21-R-3580	Pacific Tube Co.
1-R-3154	Parker Young Co., The
10-R-2238	Peaslee-Gaulbert, Corp.
23-R-184	Peerles Roofing & Paint Co.
20-R-1800	Peninsula Newspaper, Inc., Burlingame Advance, d/b/a.
2-R-7308	Penney, J. C., Co., Inc.
6-R-1699	Pennsylvania Glass Sand Corp.
13-R-4068	Peoples Gas Light & Coke Co., The
13-R-4121	Peoples Gas Light & Coke Co., The
13-R-4339	Peoples Gas Light & Coke Co., The
19-R-2046	Permanente Metals Corp.
4-R-2418	Philco Television Broadcasting Corp.
16-R-1940	Phillips Petroleum Co.
16-R-2014	Phillips Petroleum Co.
16-R-2047	Phillips Petroleum Co., Borger Refinery.
16-R-2048	Phillips Petroleum Co., Plains Plant.
16-R-2200	Phillips Petroleum Co.
16-R-2058	Phillips Products Co.
16-R-1820	Picton, D. M., & Co., Inc.
13M-R-2	Pine & Ihrig Machine Co.
8-R-2219	Pittsburgh Supply Co.
13-R-4273	Playskool Mfg. Co.
16-R-2080	Pool, Robert, Mfg. Co.
20-R-1866	Poultry Producers of Central California.
2-R-7634	Precision Laboratories, Inc.
6-R-1801	Pressed Steel Car Co., Inc.
2-R-7130	Prest-O-Lite Co., Inc.
2-R-7159	Prest-O-Lite Co., Inc.
10-R-2092	Pringle, A. F., & Co., Inc.
16-R-2023	Pritchard Rice Milling Co.
21-R-3907	Progressive Machine Co.

21-R-3499	Pryne & Co.
13-R-4066	Pullman Standard Car Mfg. Co.
9-R-2234	Pure Oil Co.
9-R-2241	Pure Oil Co.
9-R-2284	Pure Oil Co., The
9-R-2285	Pure Oil Co., The
9-R-2498	Pure Oil Co., The
10-R-2142	Pure Oil Co., The
16-R-1443	Pure Oil Co.
13-R-4278	Pyramid Metals Co.
21-R-3816	Quality Foundry.
9-R-2324	Ralston Purina Co.
15-R-2050	Red River Veneer Co.
13-R-4245	Reliable Electric Co.
4-R-2497	Reliance Bronze & Aluminum Co.
4-R-2402	Reliance Mirror Mfg. Co.
8-R-2364	Remington Arms, Inc.
1-R-3605	Reo Motors, Inc.
2-R-7290	Republic Aviation Corp.
3-R-1474	Republic Steel Corp.
21-R-3675	Reynolds Metals Co.
13-R-4070	Rheem Mfg. Co.
18-R-1549	Rib Lake Lumber Co.
17-R-1724	Rice-Stix Dry Goods Co.
11-R-1208	Richmond Home Telephone Co., Inc.
19-R-1828	Riggs Optical Co.
7-R-2225	River Raisin Paper Co.
5W-R-82	Riverside Mfg. Co.
5-R-2756	Riverside Mfg. Co., Inc.
13-R-3666	Rock Run Mills.
4-R-2200	Rohm & Haas Co.
10-R-2054	Rome Hosiery Mills.
1-R-3252	Rosenthal, A., & Son.
1-R-3499	Royal Mfg. Co.
8-R-2416	Royal Master Appliance Co.
4-R-2385	Royal, Thomas H., & Co.
4-R-2627	Rundle Mfg. Co.
9-R-2572	Ryerson, Joseph, T., & Son, Inc.
1-R-3783	St. Pierre Chain Corp.
21-R-3601	Salsbury Motors, Inc.
16-R-2137	San Marcos Telephone Co.
4-R-2387	Savoy Shoe Co., Inc.
21-R-3865	Sawyer Electrical Mfg. Co.
8-R-2270	Schiemer-Dornbirer Pump Co.
4-R-2248	Schmidt, Henry, & Bro., Inc.
13-R-4376	Scott Burr Stores Corp.
20-R-1840	Scott, Hall Motor Car Co.
20-R-1852	Scott, Hall Motor Car Co.
1-R-3130	Scott & Williams, Inc.
13-R-4037	Sears, Roebuck & Co., Illinois Paint Works of.
13-R-3988	Seng Co., The.
13-R-4023	Seng Co., The.
4-R-2397	Sensenich Bros.
1-R-3298	Sexton Can Co., Inc.
13-R-4423	Shurhit Products, Inc.
1-R-3157	Sibulkin, M., Shoe Co., Inc.
21-R-3422	Singer Sewing Machine Co.
1-R-3369	Slax Footwear, Inc.
19-R-2051	Smith Canning Co., of Oregon.
15-R-2049	Smith, W. T., Lumber Co.
15-R-2091	Smith, W. T., Lumber Co.
1-R-3646	Socony-Vacuum Oil Co., Inc.
1-R-3676	Socony-Vacuum Oil Co., Inc.
6-R-1627	Socony-Vacuum Oil Co., Inc.

11-R-1215	Sohio Petroleum Co.
10-R-2449	Southern Saw Works, Inc.
5-R-2654	Southern Webbing Mills, Inc.
5-R-2944	Southern Welding & Machine Co.
14-R-1649	Southwest Missouri Telephone Co.
9-R-2193	Sports Products, Inc.
9-R-2258	Sports Products, Inc.
10-RE-25	Spur Bottling Co.
2-R-7047	Squibb, E. R., & Sons.
10-RE-28	Squirt Bottling Co.
10-R-2697	Standard-Coosa-Thatcher Co.
5-R-2930	Standard Oil Co., of New Jersey.
8-R-2234	Standard Oil Co.
8-R-2235	Standard Oil Co., The (Ohio).
8-R-2398	Standard Oil Co., (Ohio) Zanesville Sales Division.
8-R-2399	Standard Oil Co. (Ohio Zanesville Division).
9-R-2536	Standard Oil Co.
9-R-2537	Standard Oil Co.
8-R-2579	Standard Oil Co., of Ohio.
20-R-1861	Standard Oil Co., of Calif.
20-R-1943	Standard Oil Co., of Calif.
21-R-3739	Standard Oil Co., of Calif.
20-R-1891	Standard Specialty Co., Inc.
18-R-1839	Steffen, O. F., Body Co.
13-R-3843	Steger Furniture Co.
13-R-3845	Steger Furniture Co.
16-R-1960	Stillwell Canning Co.
4-R-2383	Stokes Molded Products.
13-R-4022	Stokely Foods, Inc.
16-R-2001	Stratton Pipe Line Corp.
6-R-1684	Stromberg-Carlson Co.
21-R-3523	Sunray Oil Corp.
21-R-3835	Superbo Heater Co.
6-R-1504	Sylvania Electric Products, Inc.
2-R-6788	Telautograph Co.
10-R-2040	Tennessee Stove Works.
16-R-1855	Texas Motor Coaches, Inc.
16-R-1748	Texas Pacific Coal & Oil Co.
10-R-2105	Textile Paper Products, Inc.
23-R-186	Thomas Roofing Co.
19-R-1953	Tide Water Associated Oil Co.
20-R-1782	Tide Water Associated Oil Co.
20-R-1785	Tide Water Associated Oil Co.
21-R-3467	Tide Water Associated Oil Co., Association Division.
21-R-3856	Tide Water Associated Oil Co.
21-R-3970	Tide Water Associated Oil Co.
8-R-2276	Tools & Gages, Inc.
8-R-2534	Towmotor Corp.
8-R-2499	Truscon Steel Co.
4-R-2222	Tung Sol Lamp Works.
21-R-3603	Twentieth Century Records, Inc.
18-R-1851	Twin City Die Casting Co.
19-R-1802	Tyee Lumber Co.
2-R-6791	Union Carbide & Carbon Corp.
21-R-3661	Union Carbide & Carbon Corp.
21-R-3662	Union Carbide & Carbon Corp.
2-R-7136	Union Engineering Corp.
21-R-3830	United Airco, Straub, Curtis.
6-R-1691	United Engineering & Foundry Co.
21-R-3676	United Speakers, Inc.
10-R-2530	United States Pipe & Foundry Co.
1-R-3553	U. S. Steel Supply Co.
3-R-1355	Universal Atlas Cement Co.
9-R-2177	Universal Atlas Cement Co.
13-R-3989	Universal Atlas Cement Co.
21-R-3625	Universal Furniture Co.

21-R-3178	Van Guard Films, Inc.
1-R-3648	Veinotte, W. J., Inc.
13-R-3925	Victor Chemical Works.
13-R-4379	Victor Mfg. & Casket Co.
11-R-1213	Victory Products Co.
11-R-1254	Victory Products Co.
15-R-1737	Victory Towing Co.
5-R-2448	Virginia Bridge Co.
5-R-2347	Virginia Electric & Power Co.
5-R-2690	Virginian Limestone Corp.
3-R-1533	Wales, Allen, Adding Machine Corp.
9-R-1930	Wallace Corp.
9-R-2469	Wallace Corp., The.
18-R-1590	Wallace Supply Co.
18-R-1614	Wallace Supply Co.
13-R-4281	Wander Co., The.
2-R-6845	Ward Leonard Electric Co.
2-R-7286	Ward Motor Vehicle Co.
19-R-1961	Washington Canners Cooperative Association.
19-R-2024	Washington Canners Cooperative.
19-R-2035	Washington Canners Corporative.
5-R-2796	Washington Mills Co.
1-R-3137	Watkins, D. M., Co.
1-R-3508	Webster, F. S., Co.
10-R-1765	Werthan Bag Corp.
2-R-6805	Western Electric Co., Inc.
3-R-1478	Western Electric Co., Inc.
3-R-1485	Western Electric Co., Inc.
5-R-2607	Western Electric Co.
17-R-1467	Western Electric Co.
21-R-3541	Western Nipple Mfg. Co.
6-RE-21	Western Pennsylvania Brewer's Association.
13-R-3716	Western Railroad Supply Co.
2-R-7588	Western Union Telegraph Co., The.
1-R-3490	Westinghouse Electric, Sturtevant Division.
3-R-1306	Westinghouse Electric Corp.
3-R-1307	Westinghouse Electric Corp.
3-R-1388	Westinghouse Electric Corp.
4-R-2493	Westinghouse Electric Corp.
8-R-2588	Westinghouse Electric Corp.
2-R-6916	Westinghouse Electrical Supply Co.
2-R-7142	Westinghouse Electric Supply Co.
2-R-7223	Westinghouse Electric Supply Co.
2-R-7466	Westinghouse Electric Supply Co.
13-R-4050	Westinghouse Electric Supply Co.
21-R-3843	Westinghouse Electric Supply Co.
1-R-3148	Westinghouse Radio Stations, Inc.
1-R-3485	Westinghouse Radio Stations, Inc., Station WBZ.
16-R-2157	West Texas Cotton Oil Co.
5-R-2629	West Virginia Pulp & Paper Co.
2-R-7662	Wheeler Paper Corp.
4-R-2284	Whitaker, Fred, Co., Inc.
1-R-3263	Whitehall Pharmacal Co.
5-R-2651	Whitehead & Anderson, Inc.
7-R-2466	Wilcox-Gay Corp.
5-R-2726	Wilson Cabinet Co., Inc.
16-R-2015	Wilson & Co., Inc.
17-R-1755	Wilson & Co., Inc.
17-R-1793	Wilson & Co.
2-R-7826	Windsor Mfg. & Repair Corp.
17D-R-51	Woolworth, F. W., & Co.
17D-R-40	Worthington Pump & Machinery Corp.
17-R-1496	Wyeth Co.
5W-R-8	Wysong & Miles Co.
4-R-2614	Yale & Towne Mfg. Co., The.
19-R-2148	Young Iron Works.
13-R-4185	Youngstown Steel Door Co., The.

C. Cases Certified or Dismissed on the Basis of the Record

10-R-1861	Acme Boot Mfg. Co., Inc.
10-R-2034	Alabama Marble Co.
9-R-2092	Allied Chemical & Dye Corp., The Barrett Division.
18-R-1640	All Steel Welded Truck Co.
2-R-7468	American Felt Co.
10-R-2234	American Oil Co.
10-R-2189	American Rag Stock Co., Jake & Josephine Lipsitz.
13-R-4059	Armour & Co.
16-R-2167	Armour & Co.
19-R-1810	Armour & Co.
13-R-3629	Arthur, W., & Co., Inc.
13-R-3606	Aurora Wall Paper Mill, Inc.
8-R-2449	Babcock & Wilcox Co., The.
13-R-4095	Banta, George, Publishing Co.
3-R-1347	Barthelmes, K., Mfg. Co. & Nunn Brass Works.
5-R-2540	Bassick-Sack Co., Inc.
8-R-2483	Belden Brick Co., The.
10-R-2206	Berry-McAfee Box Co., R. R. Berry.
16-R-2158	Blackwell Cheese Co.
5-R-2564	Blue Ridge Stone Corp.
10-R-1848	Borden Co.
19-R-2111	Brewster Pateros Processors, Inc.
5-R-2451	Briggs Mfg. Co.
14-R-1561	Brown Shoe Co.
21-R-3394	Brunswig Wholesale Drug Co.
6-R-1496	Buckeye Coal Co.
7-R-2611	Bull Dog Electric Products Co.
16-R-2221	Burrus Feed Mills.
7-R-2521	Cadillac Gage Co.
8-R-2147	Canfield Oil Co. (Plant No. 1).
8-R-2177	Central Ohio Light & Power Co.
13-R-3730	Chicago Rotoprint Co.
15-R-1901	Clinton Lumber Corp.
21-R-3687	Columbia Pictures Corp. et al.
13-R-4133	Commercial Furniture Co.
1-R-3266	Connecticut Cabinet Co.
10-R-2177	Cook, J. B. Auto Machine Co., Inc.
10-R-1744	Cookeville Shirt Co.
7-R-2347	Coopersville Cooperative Elevator Co.
10-R-1877	Cordele Mfg. Co.
21-R-3433	Cousins Tractor Co., Inc.
10-R-2393	Cumberland Tobacco Works.
16-R-2065	Cummer-Graham Co.
2-R-6602	Danly Machine Specialities Inc.
13-R-3627	De Leuw, Cather & Co.
13-R-4232	DeVry Corp.
10-R-2588	Dixie Wholesale Grocery Co., Inc.
3-R-1322	Dollinger Corp.
5-R-2810	du Pont, E. I. de Nemours & Co.
13-R-4113	Duro Metal Products Co.
16-R-2096	East Texas Electric Steel Co.
14-R-1463	Egyptian Power Co.
8-R-2354	Electric Auto-Lite Co., Spark Plug Division, The.
8-R-2433	Electro-Metallurgical Co.
18-R-1756	Ely-Walker Dry Goods Co.
10-R-2410	Fagen, A. A.
1-R-3341	Fairchild Advertising, Inc.
17-R-1707	Fairmont Creamery Co.
18-R-1706	Fairmont Creamery Co.
7-R-2311	Federal-Mogul Corp.
13-R-3918	Field Enterprises, Inc.

4-R-2414 Firestone Tire & Rubber Co.
8-R-2447 Firestone Tire & Rubber Co., The.
10-R-2442 Firestone Tire & Rubber Co., Warehouse.
10-R-1896 Florida Power & Light Co.
20-R-1940 Foreman & Clark.
7-R-2472 Fry, Lloyd A., Roofing Co.

4-R-2246 G & A Aircraft, Inc.
5-R-2648 Garrett Tobacco Co.
2-R-7105 General Cable Corp.
8-R-2158 General Electric Co.
21-R-3461 General Petroleum Corp.
9-R-2389 General Refractories Co.
5-R-2817 Gilbert Storage & Transfer Co.
13-R-3688 Goldblatt Bros., Inc.
15-R-2080 Gooch, C. M., Lumber Co.
8-R-2497 Goodrich, B. F., Co., The.
10-R-2506 Goodrich, B. F., Co.
1-R-3172 Greenville Finishing Co., Inc.
10-R-2525 Greenville Steel & Foundry Co.
16-R-2111 Griffin-Goodner Grocery Co.
5-R-2632 Gross, A., Candle Co., Inc.
10-R-2077 Gurney Mfg. Co. & Jewel Fabrics Co.

7-R-2471 Habitant Shops, Inc.
9-R-1986 Hamilton Gas Corp.
18-R-1649 Hinson Mfg. Co., The.
16-R-1877 Hubby-Reese Co.
5-R-2700 Hudson Hosiery Co.
13-RE-46 Hyde Park Cooperative Society, Inc.
19-R-1708 Hyster Co., The.

13-R-3619 Inland Steel Co.
21-R-3602 International Cementers, Inc.
10-R-2343 International Harvesters Co.
4-R-2191 International Paper Co., The Agar Container Division of.
14-R-1471 International Shoe Co., Box Department.

10-R-1961 Johnson City Foundry & Machine Works, Inc.

5-R-2413 Kearns, O. E., & Son, Inc.
16-R-2041 Kelly, G. A., Plow Co.
17-R-1445 Kistler, W. H. Stationery Co.
10-R-1874 Knox Porcelain Corp.
2-R-6993 Kroder-Reuble Co.
13-R-4198 Kuhner Packing Co.

6-R-1410 Landis Machine Co.
5-R-2646 Liggett & Myers Tobacco Co.
19-R-1967 Link-Belt Co. (Pacific Division).
21-R-3725 Locker Aircraft, Inc.
16-R-1667 Lone Star Steel Corp.
13-R-3643 Luminous Processes, Inc.

10-R-2207 McAfee Candy Co.
15-R-2063 Malvein Brick & Tile Co.
15-R-1794 Mansfield Hardwood Lumber Co.
13-R-4090 Marshall Field & Co.
13-R-4306 Marshall Field & Co.
20-R-1792 Martinolich Shipbuilding Co.
5-R-2802 Martinsville Novelty Corp.
8-R-2297 Mason & Son Coal Co.
21-R-3416 May Co., The.
15-R-1913 Memphis Butchers Association, Inc.
1-R-3088 Metals Controls Corp., General Plate Division of.
2-R-6735 Milford Glass Works, Inc.
13-R-3495 Miller Connell Mfg. Co.

13-R-3927	Miller Meters, Inc.
18-R-1565	Minneapolis Honeywell Regulator Co.
14-R-1449	Mississippi Lime Co.
10-R-2033	Morretti Harrah Marble Co., Inc.
6-R-1620	National Can Corp.
10-R-2463	National Kaolin Products Co.
14-R-1414	National Machine Co.
6-R-1715	Northeastern Container Corp.
13-R-3632	Northwestern Publishing Co. (WDAN) a Corp.
5W-R-37	Norwood Veneer Co.
11-R-997	Omar, Inc.
21-R-3263	Orange Belt Fruit Distributors, Inc.
15-R-1876	Owosso Mfg. Co.
19-R-2037	Pacific Car & Foundry Co.
8-RE-27	Packard Motor Car Co.
14-R-1499	Paramount Shoe Mfg. Co.
18-R-1493	Parris Dunn Associates.
18-R-1494	Parris Dunn Corp.
13-R-4076	Patex Bros., Inc.
17-R-1450	Peck, George B., Inc.
13-R-3515	Peerless Tool & Engineering Co.
5-R-2441	Peoples Life Insurance Co.
4-R-1436	Philadelphia Record Co.
10-R-2477	Phillips, Dr. P., Canning Co.
5-R-2328	Phillip Morris & Co., Inc.
6-R-1661	Piper Aircraft Corp.
16-R-2030	Postex Cotton Mills, Inc.
13-R-3454	Pressed Steel Car Co., Inc., Domestic Appliance Division.
21-R-3124	Procter & Gamble Distributing Co.
5-R-2480	Quaker City Life Insurance Co.
11-R-1089	Quaker Maid Co.
1-R-3101	Ramsay Mills, Inc.
9-R-2299	Randall Co., The
2-R-7036	Reade Scientific Corp.
16-R-1854	Reed Roller Bit Co.
10-R-1369	Roane-Anderson Co.
5-R-2614	Roanoke Coca-Cola Bottling Works, Inc.
21-R-3689	Robin Hood Sportswear of California.
10-R-2008	Rome Machine & Foundry Co.
7-R-2450	Saginaw National Mattress Co.
14-R-1411	St. Louis Public Service Co.
15-R-1871	Salant & Salant, Inc.
15-R-1796	Schuylkill Products Co.
20-R-1851	Scott, Hall Motor Car Co.
1-R-3606	Shaw Print, Inc.
10-R-2464	Southeastern Clay Co.
21-R-3573	Southern California Gas Co.
10-R-2499	Southern Fruit Distributors, Inc.
10-R-2376	Southern Spinning Mills.
17-R-1474	Southwest Metals, Inc., F. G. Liebhardt d/b/a.
13-R-4074	Specialties Appliance Corp.
1-RE-50	Sprague, C. H., & Son Co.
8-R-2132	Standard Oil Co.
5-R-2848	Suffolk Oil Mills, Inc.
5-R-2840	Suffolk Peanut Co., The.
16-R-1842	Sulsky Mfg. Co.
1-R-3565	Sussex Hats,. Inc.
16-R-1713	Swift & Co.
7-R-2415	Teesdale Mfg. Co.
10-R-2562	Tenn. Valley Broadcasting Co.
16-R-2148	Texarkana Casket Co., The

16-R-1675 Texas Co., The
16-R-2029 Texas Hardwood Mfg. Co.
16-R-2022 Texas Pipeline Co.
18-R-1664 Theiler Carl & Joe, Inc.
10-R-1847 Thompson-Weiman & Co.
5-R-2436 Tobacco Machinery Corp.
16-R-1678 Triangle Publications, Inc.
10-R-2015 Trueman Fertilizer Co.

16-R-2007 Union Mfg. Co., Harris, Morris & Anna, Co-partners, d/b/a.
17-R-1414 Union Stock Yards Co.
18-R-1548 United Brick & Tile Co.
16-R-2005 U. S. Cold Storage.
7-R-2519 U. S. Gypsum Co.
13-R-3541 U. S. Gypsum Co.

8-R-2508 Westinghouse Electric Corp.
5-R-2482 White & Dashiell, Inc.
1-R-2985 Whittet Higgins Co.
10-R-2143 Wilson & Co., Inc.
6-R-1409 Wood Embly Brass Co.
2-R-7070 Wyeth, Inc.

16-R-2128 Yellow Transit Co.
9-R-2333 Youngstown Mines Corp., The.

D. Cases in Which the Board Directed the Opening and Counting of Challenged Ballots, Following a Prehearing Election

10-R-2494 American Bakeries Co.

20-R-1914 California Almond Growers Association.
1-R-3271 Chatfield Paper Co., The.
6-R-1507 Continental Foundry & Machine Co.
6-R-1495 Crucible Steel Co. of America.

13-R-3952 Estee Bedding Co.

13-R-3762 Fresh'nd Aire Co.

5-R-2513 Gastonia Combed Yarn Corp.
3-R-1244 General Dry Batteries, Inc.
19P-R-26 Gilchrist Timber Co.

16-R-1962 Hall Level & Mfg. Works.
10-R-2213 Horton's Laundry, Inc.

14-R-1428 Mears, Fred W., Heel Co.

5-R-2312 National Plastic Products Co.

1-R-3216 Paragon Rubber Co.

13-R-3660 Radionic Transformer Co., Nathan & Esther.

9-R-2063 Schiable Foundry & Brass Works, Co., Inc.
13-R-3714 Sohn Bros.
10-R-1739 Southern Extract Co.
11-R-1140 Star Publishing Co.
10-R-2473 Stokely Foods, Inc.

11-R-1005 Troy Refining Corp.

9-R-2378 Univis Lens Co.

5-R-2486 West Engineering Co.
1-R-2932 Worcester Woolen Mills Corp.

APPENDIX E

LIST OF CASES HEARD DURING THE PERIOD JULY 1—AUGUST 21, 1947

Section 3 (c) of the act requires that the Board report in detail "the cases it has heard." These cases are enumerated in the following pages, with unfair labor practice cases and representation cases reported separately.

APPENDIX E

CASES HEARD DURING THE PERIOD JULY 1—AUGUST 21, 1947

I. Unfair Labor Practice Cases

14-C-1238	Alder Metal Products Corp.
13-C-3110	Autopart Mfg. Co.
10-C-2082	Empire Box, Inc.
17-C-1477	Fulton Bag & Cotton Mills.
13-C-3095	Goodyear Footwear Corp.
14-C-1265	Hamilton-Scheu & Walsh Shoe Co.
9-C-2491	Mengel Co., The.
16-C-1301	Mexia Textile Mills.
2-C-6571	Morris, Fraser Co., Inc.
6-C-1147	National Electric Products Co.
16-C-1300	Norris, W. C., Mfg., Inc.
2-C-6529	Paramount Pictures, Inc.
16-C-1318	Perrault Bros., Lewis Perrault.
10-C-1962	Piedmont Cotton Mills.
4-C-1743	Polk, R. L. & Co.
5-C-2193	Richmond Coca-Cola Bottling Works, Inc.
16-C-1935	Super-Cold Southwest Co.
8-C-2064	Wooster Brass Co., The.

II. Representation Cases

21-R-4025	Air Reduction Sales Co.
5-R-3008	Alexandria, Barcroft & Washington Transit Co.
6-R-1654	Aluminum Co. of America.
14-R-1754	American Fixture & Mfg. Co.
2-R-7815	American News Co., Inc.
2-R-7759	American Packing Co.
8-R-2694	American Steel & Wire Co.
3-R-1585	Art Metal Construction Co.
1-R-3675	Atwater Mfg. Co.
10-R-2732	Augusta Chemical Co.
19-R-2104	Austin Co.
13-R-4479	Automatic Paper Box Corp.
9I-R-1360	Avco Mfg. Corp.
19-R-2083	Beach Fish Co.
4-R-2692	Bethlehem Globe Publishing Co.
2-R-7763	Biltmore Pipe Co.
8-R-2628	Bliss, E. W., Co.
9-R-2687	Bradley & Gilbert Co., The.
6-R-1687	Bucyrus-Erie Corp.
13-R-4436	Burd Piston Ring Co.
9I-R-1328	Burnet-Binford Lumber Co., Inc.
9-R-2693	Carrollton Furniture Mfg. Co.
19-R-2126	Cascade Fruit Shippers, Inc.
13-R-4361	Casteel Distributing Co.
19-R-2128	Cedargreen Frozen Pack Corp.
14-R-1700	Cerf Bros. Bag Co.
13-R-4496	Chicago Streamlite Co.
7-R-2601	Chrysler Corp.
7-R-2602	Chrysler Corp.
2-R-7244	Cities Service Oil Co. (Marine Division).
2-R-7896	Cities Service Oil Co. (Pa.).
7-R-2594	Clark Equipment Co.
15M-R-81	Coca-Cola Bottling Co. of Arkansas.
15M-R-106	Coca-Cola Bottling Co.

2-R-7681	Cohn, Sigmund, Co.
21-R-3988	Cole Instrument Co.
9-R-2696	Columbus Bolt Works Co., The.
14-R-1715	Continental Can Co.
10-R-2686	Davis Lumber Co.
10-R-2669	Delta Tank Mfg. Co., Inc.
7-R-2726	Detroit Edison Co., The.
7-R-2715	Detroit Packing Co.
2-R-7675	Dodge & Olcott, Inc.
18-R-1852	Donny Box Co.
5W-R-90	Duplan Corp.
2-R-7551	Eisen Bros., Inc.
2-R-7650	Essex County News Co., Inc.
5-R-2946	Farmville Mfg. Co.
16-R-2277	Firestone Tire & Rubber Co.
16-R-2303	Fort Worth Structural Steel Co.
5-R-2913	Freezer, J., & Sons.
1-R-3743	Gair, Robert, Co., Inc.
13-R-4457	Gam Sales Co.
1-R-3753	General Electric Co.
21-R-3968	General Electric Co.
8-R-2540	General Motors Corp.
10-R-2737	General Shale Products Corp.
7-R-2700	Gerber Products Co.
5-R-3017	Goldenberg Co., The.
8-R-2669	Grant, W. T., & Co., Department Store.
1-R-3759	Great Atlantic & Pacific Tea Co., The.
18-R-1887	Grede Foundry, Inc.
16-R-2238	Gulf Oil Corp.
13-R-4439	Gunite Foundries Corp.
16-R-2155	Hardwicke-Etter Co.
7-R-2656	Hayes Mfg. Corp.
4-R-2719	Hill, C. V., & Co., Inc.
1-R-3807	Hinchey Consolidated Slate Co., Inc.
16E-R-17	Hortex Mfg. Co.
15M-R-98	Hungerford, S. R., Co., Inc.
14-R-1714	Illinois Power Co.
9I-R-1346	Indianapolis Power & Light Co.
2-R-7402	Interchemical Corp.
13-R-4271	International Harvester Co., McCormick Works.
21-R-3876	International Smelting & Refining Co.
2-R-7894	Jersey Publishing Co.
10-R-2765	Johnson City Foundry & Machine Works, Inc.
7-R-2714	Kalamazoo Vegetable Parchment Co.
1-R-3779	Kallaher & Mee, Inc.
21-R-3942	Kennecott Copper Corp.
16-R-2202	Kimbell-Texarkana Co.
8-R-2660	Kinsman Transit Co.
14-RE-18	Laclede Gas Light Co., The.
4-R-2619	Lehigh Valley Throwing Mills, Inc.
1-R-3768	Lehrolite, Inc.
4-R-2681	Link Belt Co., The.
4-R-2716	Macungie Silk Co.
13-R-4447	Marshall Field & Co.
10-R-2711	Mascot Stove Co.
21-R-4038	Mimar Products, Inc.
13-R-4414	Monumental Life Insurance Co.
5W-R-2678	Morowebb Cotton Mills Co.
10-R-2657	Mylan-Sparta Co., Inc.

2-R-7880	N. A. P. A. New York Warehouse, Inc.
9-R-2678	National Carbide Corp.
2-R-7760	National Chair Co.
2-R-7793	National Lead Co.
20-R-2221	Norcal Packing Co.
13-R-4438	Northwest Cone Co., Inc. & Regal Candy Co.
18-R-1886	Norway Needlecraft Corp.
8-R-2698	Ohio Fuel Gas Co., The.
16-R-2293	Oklahoma Scrap Paper Co.
2-R-7928	Old Town Ribbon & Carbon Co., Inc.
17D-R-55	Omar Mills, Inc.
4-R-2737	Penn Boiler & Burner Mfg. Corp.
14-R-1745	Penney, J. C., Co., Inc.
15-R-2214	Perry County Plywood Corp.
16-R-2331	Pittsburgh Plate Glass Co.
2-R-7852	Premier Container Corp.
9-R-2708	Queen City Industries.
2-R-7766	Radiant Lamp Co.
10-R-2700	Rich & Morgan, Inc.
10-R-2444	Royal Palm Furniture Factories, Inc.
8-R-2674	S-P Mfg. Corp., The.
15M-R-1930	Salant & Salant, Inc.
1-R-3769	Scott & Williams, Inc.
1-R-3701	Scovil Mfg. Co., Oakville Co. Division.
4-R-2669	Scranton Broadcasters, Inc.
6-R-1744	Sharon Herald Co., The.
8-R-2655	Shenango Furnace Co., The.
9-R-2655	Short Way Bus Lines.
1-R-3810	Silex Co., The.
19-R-2146	Smucker, J. M., & Co.
7-R-2662	Solvay Process Co., The.
15-R-2222	Southern Advance Bag & Paper Co., Inc.
16-R-2369	Southwestern Trailways.
8-R-2691	Steel Stamping Co.
10-R-2762	Stein-Way Clothing Co.
5W-R-55	Sterling Cotton Mills, Inc.
4-R-2589	Stewartstown Furniture Co.
5-R-2970	Stillwater Worsted Mills, Inc.
15-R-2180	Stonewall Cotton Mills.
5W-R-97	Superior Mfg. Co.
10-R-2655	Tennessee Chair Co., Inc.
16-R-2345	Texas Paper Box Mfg. Co.
16-R-2328	Tin Processing Corp.
1-R-3823	Tobe-Deutchman Corp.
1-R-3815	Torrington Co., The.
2-R-7789	Tru-Vue Optical Co., Inc.
7-R-2689	Tuttle, H. W., & Co., The.
6-R-1751	Union Switch & Signal Co.
13-R-4483	U. S. Industrial Chemicals, Inc.
7-R-2698	United States Rubber Co.
1-R-3795	United States Time Corp., The.
20-R-2250	Wasatch Oil Refining Co.
15-R-2234	Waterman Steamship Corp.
16-R-2285	Weaver Iron Works.
19-R-2127	Wenatchee-Wenoka Fruit Growers Association.
20-R-2102	Westinghouse Electric Corp.
4-R-2701	Wilmington Paper Box Co.
13M-R-23	Wisconsin Telephone Co.

APPENDIX F

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE PERIOD JULY 1–AUGUST 21, 1947

Section 3 (c) of the act requires that the Board report in detail "the decisions it has rendered." These are enumerated in six groups:

I. Unfair Labor Practice Cases:
   - A. Unfair Labor Practice Cases Decided After Contest.
   - B. Unfair Labor Practice Cases Decided on the Basis of a Stipulation of Agreement Entered Into by the Parties.

II. Representation Cases:
   - A. Cases in Which Elections Were Directed.
   - B. Cases Decided on the Basis of Stipulated Election.
   - C. Cases Certified or Dismissed on the Basis of the Record.
   - D. Cases in Which the Board Directed the Opening and Counting of Challenged Ballots, Following a Prehearing Election.

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APPENDIX F

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE PERIOD JULY 1–AUGUST 21, 1947

I. Unfair Labor Practice Cases

A. Unfair Labor Practice Cases Decided After Contest

4–C–1677 Arton Studios.

1–C–2953 Brown & Sharpe Mfg. Co.

20–C–1445 Ensher, Alexander & Barsoom, Inc.

8–C–1801 Fairfield Engineering Co., The.

3–C–829 Geraldine Novelty Co., Inc.
10–C–1739 Gibbs Corp.
15–C–1052 Gibson County Electric Membership Corp.

16–C–1292 Hagy, Harrington & Marsh, Inc.
9–C–2203 Hoppes Manufacturing Co.

18–C–1317 Kingston, Russell.

18–C–1192 Northwest Glove Co., Inc.

18–C–1257 Oliver Corp., The.

5–C–2052 Parkside Hotel.
18–C–1250 Penokee Veneer Co.
10–C–1939 People Motor Express Inc.
9I–C–1461 Pillsbury Flour Co.

2–C–5979 R. C. A. Mfg. Co., Inc.
10–C–1579 Reynolds Corp.
13–C–2459 Russell Electric Co.

15M–C–1222 Salant & Salant, Inc.

15M–C–1002 Tishoming Country Electric Power Association.
5–C–1862 Tomlinson of High Point, Inc.

1–C–2629 Underwood Machinery Co.

1–C–2871 Worcester Woolen Mills Corp.

B. Unfair Labor Practice Cases Decided on the Basis of a Stipulation of Agreement Entered Into by the Parties

10–C–1933 Atlantic Co.

2–C–6607 Barth-Feinberg, Inc.

5–C–2193 Richmond Coca-Cola Bottling Works, Inc.

5W–C–2122 Gennett Oak Flooring Co.

1–C–2962 Lathrop Engine Co., The.

II. Representation Cases

A. Cases in Which Elections Were Directed

13-R-4435 Armstrong Bros., Tool Co.
16-R-2214 Auge, Ed, Packing Co.

15M-R-77 Bruce, E. L., Co.

15-R-2169 Chicago Mill & Lumber Co.
13-R-4330 Columbia Envelope Co.
10-R-1842 Combustion Engineering Co., Inc.
15-R-2196 Commercial Solvents Corp.
10-R-2546 Consolidated Vultee Aircraft Corp. (Nashville Division).
16-R-2099 Continental Oil Co.
15-R-2077 Copolymer Corp.

16-R-2034 Deep Oil Development Co.
15-R-2151 Delta Pine Products Corp.
17D-R-1606 Denver Dry Goods Co.
7-R-2649 Detroit Edison Co., The.

9-R-2590 Emperor Coal Co.

4-R-2623 Fab-Weld Corp.
7-R-2593 Federated Publications, Inc., Radio Stations, Well & Well FM.
15-R-2085 Flintkote Co.

5W-R-2513 Gastonia Combed Yarn Corp.
13-R-4226 Gasway Corp.
13-R-3947 Gaylord Products, Inc.
9-R-2659 Glidden Co., The.
8-R-2616 Golden Age Beverage Co., Inc.
2-R-7712 Grady, George, Press, Inc.
13M-R-16 Green Bay Drop Forge Co.

3-R-1407 Hooker Electrochemical Co.

5-R-2852 Imperial Tobacco Co.
15-R-2160 International Salt Co., Inc.
14-R-1708 International Shoe Co.
17-R-1800 International Shoe Co.
16-R-2258 Interstate-Trinity Warehouse Co.
18-R-1736 Iowa Packing Co.

9-R-2657 Jaeger Machine Co., The.
2-R-7177 Journal of Commerce Corp.

7-R-2582 Kelsey-Hayes Wheel Co.
1-R-3748 Kidder Press, Inc.
10-R-2139 King, T. C., Pipe Co.
7-R-2616 King Trendle Broadcasting Corp.
1-R-3706 Knight, George & Co.
10-R-2357 Korn Industries, Inc.

13-R-4231 Lever Bros. Co.
5W-R-2778 Liggett & Myers Tobacco Co.

4-R-2643 MacCallum Lines, The, Earl D. MacCallum, d/b/a.
5-R-2910 Martin, Glenn L., Co.
13-R-4388 Matthiessen & Hegeler Zinc Co.
11-R-962 Morris Paper Mills.

9-R-2557 National Cash Register Co., The.

8-R-2626 Ohio Power Co., The.
8-R-2575 Ohio Rubber Co.

19–R–2075 Pacific Telephone & Telegraph Co., The.
19–R–2076 Pacific Telephone & Telegraph Co., The.
15–R–2113 Palmer, G. L., Packing Co.
5–R–2710 Pembroke Limestone Corp.
8–R–2547 Pure Oil Co.

5–R–2922 Radio Corp. of America.
5–R–2962 Raymond, Joseph.
5–R–2945 Rowe-Jordon Furniture Corp.
13–R–4155 Ruberoid Co., The.
5–R–2951 Rutherford Freight Lines, Inc.

15–R–2173 Seminole Mfg. Co.
8–R–2655 Shenango Furnace Co., The.
7–R–2540 Simplicity Pattern Co., Inc.
5–R–2952 Standard Lime & Stone Co.
13–R–4312 Sunbeam Corp.

10–R–2451 Taylor Department Stores.
10–R–2544 Tennessee Coal, Iron & Railroad Co.
4–R–2101 Thermoid Co.
1–R–3487 Trimont Mfg. Co.

2–R–7705 United Parcel Service of New York, Inc.
13–R–4389 U. S. Reduction Co.
13–R–4334 Unity Mfg. Co.

13–R–4386 Warshawsky & Co.
9–R–2585 Western Kentucky Gas Co., Inc.
19P–R–1993 Willamette National Lumber Co.

4–R–2247 York Corp.

B. Cases Decided on the Basis of Stipulated Election

15–R–2075 Aluminum Ore Co. of America.
16–R–2038 American Republic Corp.
21–R–3941 American Smelting & Refining Co.
10–R–2717 Armour & Co.
16–R–2350 Armour Fertilizer Works, Inc.
5–R–2800 Atlantic Co. (Ice Plants No. 1 and No. 2).
9I–R–1360 Avco Mfg. Corp.
9–R–2741 Avco Mfg. Corp.

4–R–2693 Barker & Williamson, Inc., a Pennsylvania corporation.
10–R–2757 Boyle-Midway, Inc.

15–RE–14 Carey Salt Co., The.
15–R–2190 Carey Salt Co., The.
5W–R–106 Carolina Container Co.
1–R–3651 Celeste Mfg. Co., Inc.
13–R–4495 Chicago Foundry & Mfg. Co., Inc.
6–R–1818 Chicago Railway Equipment Corp.
7–R–2554 Chrysler Corp.
13–R–4465 Coleman Instrument, Inc.
16–R–2239 Continental Bus System, Inc.
13–R–4042 Crane Co.
13–R–4485 Crane Co.
17D–R–58 Cudahy Packing Co.

19P–R–115 Disston, Henry, & Sons, Inc.
19P–R–116 Disston, Henry, & Sons, Inc.
5–R–2977 du Pont, E. I., de Nemours & Co.

1–R–3845 Eastern Live Poultry Co.
9–R–2715 Electro Metallurgical Co.

15M-R-96	Fied-Sul Paper Mill, Inc.
2-R-7911	General Electric Supply Corp.
2-R-7912	General Electric Supply Corp.
2-R-7873	General Motors Corp.
4-R-2608	General Motors Corp. (Delco Remy Division).
13-R-4450	Hall, W. F., Printing Co.
2-R-7883	Hermas Machine Co., Inc.
7-R-2683	Hudson Motor Car Co.
9-R-2425	Imperial Ice Cream Co.
13-R-4488	James, D. O., Mfg. Co.
2-R-7878	Kemball, A., Co.
1-R-3832	Kerite Co., The.
9-R-2154	Krauth & Benninghofen.
17-R-1813	Leggett & Platt, Inc.
9-R-2701	McCullough, J. Charles, Seed Co., The.
13-R-4433	Majestic Radio Corp.
4-R-1664	Newberry, J. J., Co.
16-R-2304	North Texas Steel Co., Inc.
9-R-2742	Ohio Paper Co.
21-R-4033	Pacific Press, Inc.
21-R-4059	Pacific Press, Inc.
20-R-2097	Pacific Telephone & Telegraph Co.
17D-R-49	Penney, J. C., Co., Store No. 33.
13-R-4342	Peoples Gas Light & Coke Co., The.
10-R-2699	Pepperell Mfg. Co.
6-R-1689	Pittsburgh & West Va., Gas Co.
15-R-2202	Plymouth Cordage Co.
16-R-2286	Pollock Paper & Box Co.
23-R-311	Provision Co., Ltd.
21-R-4021	Radio Corp. of America.
13-R-4460	Randolph Laboratories, Inc.
3-R-1516	Rochester Telephone Corp.
7-R-2637	Semet-Solvay Engineering Corp.
3-R-1305	Smith, F. A., Mfg. Co.
2-R-7965	Spring Products Corp.
20-R-2256	Standard Oil Co. of California.
16-R-2191	Storm Vulcan Mfg. Co., Inc.
9-R-2602	Straitsville Brick Co., The.
13-R-4395	Triangle Package Machinery Co.
21-R-4040	Vapor Recovery System Co.
6-R-1800	West Hickory Tanning Co.
13-R-4518	Westinghouse Radio Stations, Inc.
4-R-2725	Williams, Ichabod T., & Sons.
10-R-2714	Williams, O. L., Veneer Co., Inc.
1-R-3799	Wilson & Co., Inc.
9-R-2723	Wuest, Adam, Inc.
13-R-4307	Zenith Radio Corp.

C. Cases Certified or Dismissed on the Basis of the Record[1]

13–R–4392	American Cabinet Hardware Corp.
16–R–2215	American Republics Corp.
4–R–2542	Binder Cooperage Co.
13–R–4268	Bodine Printing Co.
9–R–2687	Bradley & Gilbert Co., The.
10–R–2377	Central Foundry Co.
14–R–1700	Cerf Bros. Bag Co.
21–R–3832	Crysler Motors of Calif.
7–R–2594	Clark Equipment Co.
6–R–1726	Clearfield Machine Co.
15M–R–81	Coca Cola Bottling Co. of Arkansas.
10–R–2616	Commercial Printers, Inc.
13–R–4309	Crane Co.
10–R–2634	Fairmont Mills, Inc.
15–R–2137	Fayette Hardwood Co.
21–R–3961	Filtrol Corp.
10–R–2628	Florida All-Bound Box Co.
5–R–2913	Freezer, J., & Sons.
3–R–1483	Gloversville Knitting Co.
1–R–3539	Gongdon, F. G., Co.
2–R–7226	Hat Corp. of America, The.
15M–R–46	Herff Motor Co.
20–R–1582	Idaho Maryland Mines Corp.
2–R–7402	Interchemical Corp.
5–R–2964	Jones, Paul, & Co., Inc.
16–R–2202	Kimbell-Texarkana Co.
4–R–2619	Lehigh Valley Throwing Mills, Inc.
9–R–2544	Liggett & Myers Tobacco Co.
2–R–7543	Lowenstein, Casper Inc.
7–R–2585	Macomb Trailer Coach Co.
16–R–1983	Med-Co Gasoline Co.
10–R–2642	Meredith, William C., Co., Inc.
15–R–2057	Meridian Grain & Elevator Co.
2–R–7760	National Chair Co.
8–R–2662	Neon Products, Inc.
1–R–3664	New England Retinning, Inc.
4–R–2568	Philadelphia Gas Works Co., The.
21–R–3734	Puritan Ice Co.
9–R–2708	Queen City Industries.
2–R–7766	Radiant Lamp Co.
2–R–6944	Raybestos Manhattan Co., The.
5–R–2949	Reynolds Metals Co.
10–R–2444	Royal Palm Furniture Factories, Inc.
20–R–1844	S & W Fine Foods, Inc.
15M–R–1930	Salant & Salant, Inc.
13–R–4219	Samsel Time Control, Inc.

[1] Includes cases in which prehearing elections were held.

1-R-3769	Scott & Williams, Inc.
21-R-3919	Shepherd Tractor & Equipment Co.
7-R-2662	Solvay Process Co., The.
13-R-4172	Spencer-Cardinal Corp.
16E-R-8	Standard Oil Co. of Texas.
10-R-2511	Tamiami Trail Tours, Inc.
1-R-3474	Tidewater Associated Oil Co., Inc.
10-R-2572	Tri-Cities Broadcasting Co.
13-R-4391	Trindl Products, Ltd.
3-R-1555	Vanadium Corp .of America.
16-R-2285	Weaver Iron Works.
13-R-4269	Western Electric Co.
5W-R-61	Wheeler, A. W., & Son, Inc.

D. Cases in Which the Board Directed the Opening and Counting of Challenged Ballots, Following a Prehearing Election

4-R-2567	Motor Rebuilders, Inc.
15-R-2214	Perry County Plywood Corp.
2-R-7639	Slater, N. G., Corp.
5W-R-55	Sterling Cotton Mills, Inc.

APPENDIX G

TEXT OF THE NATIONAL LABOR RELATIONS ACT AND AS AMENDED BY TITLE I OF THE LABOR MANAGEMENT RELATIONS ACT OF 1947

APPENDIX G

TEXT OF THE NATIONAL LABOR RELATIONS ACT AND AS AMENDED BY TITLE I OF THE LABOR MANAGEMENT RELATIONS ACT OF 1947

Key to Comparison

Portions of the National Labor Relations Act which have been eliminated by the Labor Management Relations Act are enclosed in black brackets; provisions which have been added to the National Labor Relations Act are in italics; and unchanged portions of the National Labor Relations Act are shown in roman.

NATIONAL LABOR RELATIONS ACT

[AN ACT]

[To diminish the causes of labor disputes burdening or obstructing interstate and foreign commerce, to create a National Labor Relations Board, and for other purposes.]

FINDINGS AND POLICIES

SECTION 1. The denial by *some* employers of the right of employees to organize and the refusal by *some* employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce by (a) impairing the efficiency, safety, or operation of the instrumentalities of commerce; (b) occurring in the current of commerce; (c) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods from or into the channels of commerce, or the prices of such materials or goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

Experience has further demonstrated that certain practices by some labor organizations, their officers and members have the intent or the necessary effect of burdening or obstructing commerce by preventing the free flow of goods in such commerce through strikes and other forms of industrial unrest or through concerted activities which impair the interest of the public in the free flow of such commerce. The elimination of such practices is a necessary condition to the assurance of the rights herein guaranteed.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and des-

ignation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

DEFINITIONS

Sec. 2. When used in this Act—

(1) The term "person" includes one or more individuals, *labor organizations*, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.

(2) The term "employer" includes any person acting [in the interest of] *as an agent of* an employer, directly or indirectly, but shall not include the United States *or any wholly owned Government corporation, or any Federal Reserve Bank*, or any State or political subdivision thereof, *or any corporation or association operating a hospital, if no part of the net earnings inures to the benefit of any private shareholder or individual*, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(3) The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse[.], *or any individual having the status of an independent contractor, or any individual employed as a supervisor, or any individual employed by an employer subject to the Railway Labor Act, as amended from time to time, or by any other person who is not an employer as herein defined.*

(4) The term "representatives" includes any individual or labor organization.

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(6) The term "commerce" means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

(7) The term "affecting commerce" means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce.

(8) The term "unfair labor practice" means any unfair labor practice listed in section 8.

(9) The term "labor dispute" includes any controversy concerning terms, tenure or conditions of employment or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

(10) The term "National Labor Relations Board" means the National Labor Relations Board [created by] *provided for in* section 3 of this Act.

(11) [The term "old Board" means the National Labor Relations Board established by Executive Order Numbered 6763 of the President on June 29, 1934, pursuant to Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183) and reestablished and continued by Executive Order Numbered 7074 of the President of June 15, 1935, pursuant to Title I of the National Industrial Recovery Act (48 Stat. 195) as amended and continued by Senate Joint Resolution 133[1] approved June 14, 1935.]

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge,

[1] So in original.

assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(12) The term "professional employee" means—

(a) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

(b) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (a), and (ii) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a).

(13) In determining whether any person is acting as an "agent" of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling.

NATIONAL LABOR RELATIONS BOARD

SEC. 3. (a) [There is hereby created a board, to be known as the "National Labor Relations Board" (hereinafter referred to as the "Board"), which shall be composed of three members, who shall be appointed by the President, by and with the advice and consent of the Senate. One of the original members shall be appointed for a term of one year, one for a term of three years, and one for a term of five years, but their successors shall be appointed for terms of five years each, except] *The National Labor Relations Board (hereinafter called the "Board") created by this Act prior to its amendment by the Labor Management Relations Act, 1947, is hereby continued as an agency of the United States, except that the Board shall consist of five instead of three members, appointed by the President, by and with the advice and consent of the Senate. Of the two additional members so provided for, one shall be appointed for a term of five years and the other for a term of two years. Their successors, and the successors of the other members, shall be appointed for terms of five years each, excepting* that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as Chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

(b) *The Board is authorized to delegate to any group of three or more members any or all of the powers which it may itself exercise.* A vacancy in the Board shall not impair the right of the remaining members to exercise all of the powers of the Board, and [two] *three* members of the Board shall, at all times, constitute a quorum [.] *of the Board, except that two members shall constitute a quorum of any group designated pursuant to the first sentence hereof.* The Board shall have an official seal which shall be judicially noticed.

(c) The Board shall at the close of each fiscal year make a report in writing to Congress and to the President stating in detail the cases it has heard, the decisions it has rendered, the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board, and an account of all moneys it has disbursed.

(d) There shall be a General Counsel of the Board who shall be appointed by the President, by and with the advice and consent of the Senate, for a term of four years. The General Counsel of the Board shall exercise general supervision over all attorneys employed by the Board (other than trial examiners and legal assistants to Board members) and over the officers and employees in the regional offices. He shall have final authority, on behalf of the Board, in respect of the investiga-

tion of charges and issuance of complaints under section 10, and in respect of the prosecution of such complaints before the Board, and shall have such other duties as the Board may prescribe or as may be provided by law.

SEC. 4. (a) Each member of the Board *and the General Counsel of the Board* shall receive a salary of [$10,000] *$12,000* a year, shall be eligible for reappointment, and shall not engage in any other business, vocation, or employment. The Board shall appoint [without regard for the provisions of the civil-service laws but subject to the Classification Act of 1923, as amended,] an executive secretary, and such attorneys, examiners, and regional directors, and [shall appoint] such other employees [with regard to existing laws applicable to the employment and compensation of officers and employees of the United States,] as it may from time to time find necessary for the proper performance of its duties. [and as may be from time to time appropriated for by Congress.] *The Board may not employ any attorneys for the purpose of reviewing transcripts of hearings or preparing drafts of opinions except that any attorney employed for assignment as a legal assistant to any Board member may for such Board member review such transcripts and prepare such drafts. No trial examiner's report shall be reviewed, either before or after its publication, by any person other than a member of the Board or his legal assistant, and no trial examiner shall advise or consult with the Board with respect to exceptions taken to his findings, rulings, or recommendations.* The Board may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services, as may from time to time be needed. Attorneys appointed under this section may, at the direction of the Board, appear for and represent the Board in any case in court. Nothing in this Act shall be construed to authorize the Board to appoint individuals for the purpose of conciliation or mediation, [(or for statistical work), where such service may be obtained from the Department of Labor,] *or for economic analysis.*

(b) [Upon the appointment of the three original members of the Board and the designation of its chairman, the old Board shall cease to exist. All employees of the old Board shall be transferred to and become employees of the Board with salaries under the Classification Act of 1923, as amended, without acquiring by such transfer a permanent or civil service status. All records, papers, and property of the old Board shall become records, papers, and property of the Board and all unexpended funds and appropriations for the use and maintenance of the old Board shall become funds and appropriations available to be expended by the Board in the exercise of the powers, authority, and duties conferred on its by this Act.]

[(c)] All of the expenses of the Board, including all necessary traveling and subsistence expenses outside the District of Columbia incurred by the members or employees of the Board under its orders, shall be allowed and paid on the presentation of itemized vouchers therefor approved by the Board or by any individual it designates for that purpose.

SEC. 5. The principal office of the Board shall be in the District of Columbia, but it may meet and exercise any or all of its powers at any other place. The Board may, by one or more of its members or by such agents or agencies as it may designate, prosecute any inquiry necessary to its functions in any part of the United States. A member who participates in such an inquiry shall not be disqualified from subsequently participating in a decision of the Board in the same case.

SEC. 6. [(a)] The Board shall have authority from time to time to make, amend, and rescind, *in the manner prescribed by the Administrative Procedure Act,* such rules and regulations as may be necessary to carry out the provisions of this Act. [Such rules and regulations shall be effective upon publication in the manner which the Board shall prescribe.]

RIGHTS OF EMPLOYEES

SEC. 7. Employees shall have 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 *other* concerted activities for the purpose of collective bargaining or other mutual aid or protection, *and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).*

UNFAIR LABOR PRACTICES

SEC. 8. (*a*) It shall be an unfair labor practice for an employer—

(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 6, [(a)] an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided*, That nothing in this Act, or in [the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701–712), as amended from time to time, or in any code or agreement approved or prescribed thereunder,] any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in *section* 8 (*a*) *of* this Act as an unfair labor practice) to require as a condition of employment membership therein *on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later*, (*i*) if such labor organization is the representative of the employees as provided in section 9 (a), in the appropriate collective-bargaining unit covered by such agreement when made; *and* (*ii*) *if, following the most recent election held as provided in section 9* (*c*) *the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement: Provided further, That no employer shall justify any discrimination against an employee for nonmembership in a labor organization* (*A*) *if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or* (*B*) *if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;*

(4) to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act;

(5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9 (a).

(*b*) *It shall be an unfair labor practice for a labor organization or its agents*—

(*1*) *to restrain or coerce* (*A*) *employees in the exercise of the rights guaranteed in section 7: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or* (*B*) *an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;*

(*2*) *to cause or attempt to cause an employer to discriminate against an employee in violation of subsection* (*a*) (*3*) *or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;*

(*3*) *to refuse to bargain collectively with an employer, provided it is the representative of his employes subject to the provisions of section 9* (*a*)*;*

(*4*) *to engage in, or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is:* (*A*) *forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person;* (*B*) *forcing or requiring any other em-*

ployer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9; (C) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 9; (D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work: Provided, That nothing contained in this subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this Act;

(5) to require of employees covered by an agreement authorized under subsection (a) (3) the payment, as a condition precedent to becoming a member of such organization, of a fee in an amount which the Board finds excessive or discriminatory under all the circumstances. In making such a finding, the Board shall consider, among other relevant factors, the practices and customs of labor organizations in the particular industry, and the wages currently paid to the employees affected; and

(6) to cause or attempt to cause an employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed.

(c) The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

(d) For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession: Provided, That where there is in effect a collective-bargaining contract covering employees in an industry affecting commerce, the duty to bargain collectively shall also mean that no party to such contract shall terminate or modify such contract, unless the party desiring such termination or modification—

(1) serves written notice upon the other party to the contract of the proposed termination or modification sixty days prior to the expiration date thereof, or in the event such contract contains no expiration date, sixty days prior to the time it is proposed to make such termination or modification;

(2) offers to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications;

(3) notifies the Federal Mediation and Conciliation Service within thirty days after such notice of the existence of a dispute, and simultaneously therewith notifies any State or Territorial agency established to mediate and conciliate disputes within the State or Territory where the dispute occurred, provided no agreement has been reached by that time; and

(4) continues in full force and effect, without resorting to strike or lockout, all the terms and conditions of the existing contract for a period of sixty days after such notice is given or until the expiration date of such contract, whichever occurs later:

The duties imposed upon employers, employees, and labor organizations by paragraphs (2), (3), and (4) shall become inapplicable upon an intervening certification of the Board, under which the labor organization or individual, which is a party to the contract, has been superseded as or ceased to be the representative of the employees subject to the provisions of section 9 (a), and the duties so imposed shall not be construed as requiring either party to discuss or agree to any

modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract. Any employee who engages in a strike within the sixty-day period specified in this subsection shall lose his status as an employee of the employer engaged in the particular labor dispute, for the purposes of sections 8, 9, and 10 of this Act, as amended, but such loss of status for such employee shall terminate if and when he is reemployed by such employer.

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatvies of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided*, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer [.] *and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, That the bargaining representative has been given opportunity to be present at such adjustment.*

(b) The Board shall decide in each case whether, in order to [insure] *assure* to employees the [full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this Act,] *fullest freedom in exercising the rights guaranteed by this Act*, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: *Provided, That the Board shall not (1) decide that any unit is appropriate for such purposes if such unit includes both professional employees and employees who are not professional employees unless a majority of such professional employees vote for inclusion in such unit; or (2) decide that any craft unit is inappropriate for such purposes on the ground that a different unit has been established by a prior Board determination, unless a majority of the employees in the proposed craft unit vote against separate representation or (3) decide that any unit is appropriate for such purposes if it includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises; but no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards.*

(c) [Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy and certify to the parties, in writing, the name or names of the representatives that have been designated or selected. In any such investigation, the Board shall provide for an appropriate hearing upon due notice, either in conjunction with a proceeding under section 10 or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertin[1] such representatives.]

(1) Whenever a petition shall have been filed, in accordance with such regulations as may be prescribed by the Board—

(A) by an employee or group of employees or any individual or labor organization acting in their behalf alleging that a substantial number of employees (i) wish to be represented for collective bargaining and that their employer declines to recognize their representative as the representative defined in section 9 (a), or (ii) assert that the individual or labor organization, which has been certified or is being currently recognized by their employer as the bargaining representative, is no longer a representative as defined in section 9 (a); or

(B) by an employer, alleging that one or more individuals or labor organizations have presented to him a claim to be recognized as the representative defined in section 9 (a);

the Board shall investigate such petition and if it has reasonable cause to believe that a question of representation affecting commerce exists shall provide for an appropriate hearing upon due notice. Such hearing may be conducted by an officer

[1] So in original.

or employee of the regional office, who shall not make any recommendations with respect thereto. If the Board finds upon the record of such hearing that such a question of representation exists, it shall direct an election by secret ballot and shall certify the results thereof.

(2) In determining whether or not a question of representation affecting commerce exists, the same regulations and rules of decision shall apply irrespective of the identity of the persons filing the petition or the kind of relief sought and in no case shall the Board deny a labor organization a place on the ballot by reason of an order with respect to such labor organization or its predecessor not issued in conformity with section 10 (c).

(3) No election shall be directed in any bargaining unit or any subdivision within which, in the preceding twelve-month period, a valid election shall have been held. Employees on strike who are not entitled to reinstatement shall not be eligible to vote. In any election where none of the choices on the ballot receives a majority, a run-off shall be conducted, the ballot providing for a selection between the two choices receiving the largest and second largest number of valid votes cast in the election.

(4) Nothing in this section shall be construed to prohibit the waiving of hearings by stipulation for the purpose of a consent election in conformity with regulations and rules of decision of the Board.

(5) In determining whether a unit is appropriate for the purposes specified in subsection (b) the extent to which the employees have organized shall not be controlling.

(d) Whenever an order of the Board made pursuant to section 10 (c) is based in whole or in part upon facts certified following an investigation pursuant to subsection (c) of this section and there is a petition for the enforcement or review of such order, such certification and the record of such investigation shall be included in the transcript of the entire record required to be filed under [sub] section [s] 10 (e) or 10 (f), and thereupon the decree of the court enforcing, modifying, or setting aside in whole or in part the order of the Board shall be made and entered upon the pleadings, testimony, and proceedings set forth in such transcript.

(e) (1) Upon the filing with the Board by a labor organization, which is the representative of employees as provided in section 9 (a), of a petition alleging that 30 per centum or more of the employees within a unit claimed to be appropriate for such purposes desire to authorize such labor organization to make an agreement with the employer of such employees requiring membership in such labor organization as a condition of employment in such unit, upon an appropriate showing thereof the Board shall, if no question of representation exists, take a secret ballot of such employees, and shall certify the results thereof to such labor organization and to the employer.

(2) Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and a labor organization made pursuant to section 8 (a) (3) (ii), of a petition alleging they desire that such authority be rescinded, the Board shall take a secret ballot of the employees in such unit, and shall certify the results thereof to such labor organization and to the employer.

(3) No election shall be conducted pursuant to this subsection in any bargaining unit or any subdivision within which, in the preceding twelve-month period, a valid election shall have been held.

(f) No investigation shall be made by the Board of any question affecting commerce concerning the representation of employees, raised by a labor organization under subsection (c) of this section, no petition under section 9 (e) (1) shall be entertained, and no complaint shall be issued pursuant to a charge made by a labor organization under subsection (b) of section 10, unless such labor organization and any national or international labor organization of which such labor organization is an affiliate or constituent unit (A) shall have prior thereto filed with the Secretary of Labor copies of its constitution and bylaws and a report, in such form as the Secretary may prescribe, showing—

(1) The name of such labor organization and the address of its principal place of business;

(2) the names, titles, and compensation and allowances of its three principal officers and of any of its other officers or agents whose aggregate compensation and allowances for the preceding year exceeded $5,000, and the amount of the compensation and allowances paid to each such officer or agent during such year;

(3) the manner in which the officers and agents referred to in clause (2) were elected, appointed, or otherwise selected;

(4) the initiation fee or fees which new members are required to pay on becoming members of such labor organization;

(5) the regular dues or fees which members are required to pay in order to remain members in good standing of such labor organization;

(6) a detailed statement of, or reference to provisions of its constitution and bylaws showing the procedure followed with respect to, (a) qualification for or restrictions on membership, (b) election of officers and stewards, (c) calling of regular and special meetings, (d) levying of assessments, (e) imposition of fines, (f) authorization for bargaining demands, (g) ratification of contract terms, (h) authorization for strikes, (i) authorization for disbursement of union funds, (j) audit of union financial transactions, (k) participation in insurance or other benefit plans, and (l) expulsion of members and the grounds therefor;

and (B) can show that prior thereto it has—

(1) filed with the Secretary of Labor, in such form as the Secretary may prescribe, a report showing all of (a) its receipts of any kind and the sources of such receipts, (b) its total assets and liabilities as of the end of its last fiscal year, (c) the disbursements made by it during such fiscal year, including the purposes for which made; and

(2) furnished to all of the members of such labor organization copies of the financial report required by paragraph (1) hereof to be filed with the Secretary of Labor.

(g) It shall be the obligation of all labor organizations to file annually with the Secretary of Labor, in such form as the Secretary of Labor may prescribe, reports bringing up to date the information required to be supplied in the initial filing by subsection (f) (A) of this section, and to file with the Secretary of Labor and furnish to its members annually financial reports in the form and manner prescribed in subsection (f) (B). No labor organization shall be eligible for certification under this section as the representative of any employees, no petition under section 9 (e) (1) shall be entertained, and no complaint shall issue under section 10 with respect to a charge filed by a labor organization unless it can show that it and any national or international labor organization of which is is an affiliate or constituent union has complied with its obligation under this subsection.

(h) No investigation shall be made by the Board of any question affecting commerce concerning the representation of employees, raised by a labor organization under subsection (c) of this section, no petition under section 9 (e) (1) shall be entertained, and no complaint shall be issued pursuant to a charge made by a labor organization under subsection (b) of section 10, unless there is on file with the Board an affidavit executed contemporaneously or within the preceding twelve-month period by each officer of such labor organization and the officers of any national or international labor organization of which it is an affiliate or constituent unit that he is not a member of the Communist Party or affiliated with such party, and that he does not believe in, and is not a member of or supports any organization that believes in or teaches, the overthrow of the United States Government by force or by any illegal or unconstitutional methods. The provisions of section 35 A of the Criminal Code shall be applicable in respect to such affidavits.

PREVENTION OF UNFAIR LABOR PRACTICES

SEC. 10. (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 8) affecting commerce. This power [shall be exclusive, and] shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, [code,] law, or otherwise: *Provided, That the Board is empowered by agreement with any agency of any State or Territory to cede to such agency jurisdiction over any cases in any industry (other than mining, manufacturing, communications, and transportation except where predominantly local in character) even though such cases may involve labor disputes affecting commerce, unless the provision of the State or Territorial statute applicable to the determination of such cases by such agency is inconsistent with the corresponding provision of this Act or has received a construction inconsistent therewith.*

(b) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency, at a place therein fixed, not less than five days after the serving of said complaint: *Provided, That no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made, unless the person aggrieved thereby was prevented from filing such charge by reason of service in the armed forces, in which event the six-month period shall be computed from the day of his discharge.* Any such complaint may be amended by the member, agent, or agency conducting the hearing or the Board in its discretion at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member, agent, or agency conducting the hearing or the Board, any other person may be allowed to intervene in the said proceeding and to present testimony. [In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.] *Any such proceeding shall, so far as practicable, be conducted in accordance with the rules of evidence applicable in the district courts of the United States under the rules of civil procedure for the district courts of the United States, adopted by the Supreme Court of the United States pursuant to the Act of June 19, 1934 (U. S. C., title 28, secs. 723–B, 723–C).*

(c) The testimony taken by such member, agent, or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon [all] *the preponderance of* the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided, That where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him: And provided further, That in determining whether a complaint shall issue alleging a violation of section 8 (a) (1) or section 8 (a) (2), and in deciding such cases, the same regulations and rules of decision shall apply irrespective of whether or not the labor organization affected is affiliated with a labor organization national or international in scope.* Such order may further require such person to make reports from time to time showing the extent to which it has complied with the order. If upon [all] *the preponderance of* the testimony taken the Board shall *not* be of the opinion that *the* [no] person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint. *No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause. In case the evidence is presented before a member of the Board, or before an examiner or examiners thereof, such member, or such examiner or examiners, as the case may be, shall issue and cause to be served on the parties to the proceeding a proposed report, together with a recommended order, which shall be filed with the Board, and if no exceptions are filed within twenty days after service thereof upon such parties, or within such further period as the Board may authorize, such recommended order shall become the order of the Board and become effective as therein prescribed.*

(d) Until a transcript of the record in a case shall have been filed in a court, as hereinafter provided, the Board may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it.

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the *United States* Court of Appeals [of] *for* the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the [Supreme] *District* Court of the *United States for the* District of Columbia),

within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceedings, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board. No objection that has not been urged before the Board, its member, agent, or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the Board [as to the facts,] *with respect to questions of fact* if supported by *substantial* evidence[,] *on the record considered as a whole* shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing before the Board, its member, agent, or agency, the court may order such additional evidence to be taken before the Board, its member*s*, agent, or agency, and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which[,] *findings with respect to questions of fact* if supported by *substantial* evidence, *on the record considered as a whole* shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any circuit court of appeals of the United States in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the *United States* Court of Appeals [of] *for the District of Columbia, by filing in such court a written petition praying* that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered, and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; [and] the findings of the Board [as to the facts,] *with respect to questions of fact* if supported by *substantial* evidence[,] *on the record considered as a whole* shall in like manner be conclusive.

(g) The commencement of proceedings under subsection (e) or (f) of this section shall not, unless specifically ordered by the court, operate as a stay of the Board's order.

(h) When granting appropriate temporary relief or a restraining order, or making and entering a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part an order of the Board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by the Act entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes", approved March 23, 1932 (U. S. C., Supp. VII, title 29, secs. 101–115).

(i) Petitions filed under this Act shall be heard expeditiously, and if possible within ten days after they have been docketed.

(j) The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an

unfair labor practice, to petition any district court of the United States (including the District Court of the United States for the District of Columbia), within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

(k) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (D) of section 8 (b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen, unless, within ten days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon methods for the voluntary adjustment of, the dispute. Upon compliance by the parties to the dispute with the decision of the Board or upon such voluntary adjustment of the dispute, such charge shall be dismissed.

(l) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (A), (B), or (C) of section 8 (b), the preliminary investigation of such charge shall be made forthwith and given priority over all other cases except cases of like character in the office where it is filed or to which it is referred. If, after such investigation, the officer or regional attorney to whom the matter may be referred has reasonable cause to believe such charge is true and that a complaint should issue, he shall, on behalf of the Board, petition any district court of the United States (including the District Court of the United States for the District of Columbia) within any district where the unfair labor practice in question has occurred, is alleged to have occurred, or wherein such person resides or transacts business, for appropriate injunctive relief pending the final adjudication of the Board with respect to such matter. Upon the filing of any such petition the district court shall have jurisdiction to grant such injunctive relief or temporary restraining order as it deems just and proper, notwithstanding any other provision of law: Provided further, That no temporary restraining order shall be issued without notice unless a petition alleges that substantial and irreparable injury to the charging party will be unavoidable and such temporary restraining order shall be effective for no longer than five days and will become void at the expiration of such period. Upon filing of any such petition the courts shall cause notice thereof to be served upon any person involved in the charge and such person, including the charging party, shall be given an opportunity to appear by counsel and present any relevant testimony: Provided further, That for the purposes of this subsection district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in promoting or protecting the interests of employee members. The service of legal process upon such officer or agent shall constitute service upon the labor organization and make such organization a party to the suit. In situations where such relief is appropriate the procedure specified herein shall apply to charges with respect to section 8 (b) (4) (D).

INVESTIGATORY POWERS

SEC. 11. For the purpose of all hearings and investigations, which, in the opinion of the Board, are necessary and proper for the exercise of the powers vested in it by section 9 and section 10—

(1) The Board, or its duly authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. [Any member of the Board shall have power to issue subpenas.] *The Board, or any member thereof, shall upon application of any party to such proceedings, forthwith issue to such party subpenas* requiring the attendance and testimony of witnesses [and] *or* the production of any evidence [that relates to any matter under investigation or in question, before the Board, its member, agent, or agency conducting the hearing or investigation.] *in such proceeding or investigation requested in such application. Within five days after the service of a subpena on any person requiring the production of any evidence in his possession or under his control, such person may petition the Board to revoke, and the Board shall revoke, such sub-*

pena if in its opinion the evidence whose production is required does not relate to any matter under investigation, or any matter in question in such proceedings, or if in its opinion such subpena does not describe with sufficient particularity the evidence whose production is required. Any member of the Board, or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence. Such attendance of witnesses and the production of such evidence may be required from any place in the United States or any Territory or possession thereof, at any designated place of hearing.

(2) In case of contumacy or refusal to obey a subpena issued to any person, any district court of the United States or the United States courts of any Territory or possession, or the [Supreme] *District* Court of the *United States for the* District of Columbia, within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contumacy or refusal to obey is found or resides or transacts business, upon application by the Board shall have jurisdiction to issue to such person an order requiring such person to appear before the Board, it member, agent, or agency, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by said court as a contempt thereof.

(3) No person shall be excused from attending and testifying or from producing books, records, correspondence, documents, or other evidence in obedience to the subpena of the Board, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

(4) Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same setting forth the manner of such service shall be proof of the same, and the return post office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same. Witnesses summoned before the Board, its member, agent, or agency, shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services the courts of the United States.

(5) All process of any court to which application may be made under this Act may be served in the judicial district wherein the defendant or other person required to be served resides or may be found.

(6) The several departments and agencies of the Government, when directed by the President, shall furnish the Board, upon its request, all records, papers, and information in their possession relating to any matter before the Board.

SEC. 12. Any person who shall willfully resist, prevent, impede, or interfere with any member of the Board or any of its agents or agencies in the performance of duties pursuant to this Act shall be punished by a fine of not more than $5,000 or by imprisonment for not more than one year, or both.

LIMITATIONS

SEC. 13. Nothing in this Act, *except as specifically provided for herein*, shall be construed so as *either* to interfere with or impede or diminish in any way the right to strike, *or to affect the limitations or qualifications on that right.*

SEC. 14. [Wherever the application of the provisions of section 7 (a) of the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, sec. 707 (a)), as amended from time to time, or of section 77 B, paragraphs (1) and (m) of the Act approved June 7, 1934, entitled "An Act to amend an Act entitled 'An Act to establish a uniform system of bankruptcy throughout the United States' approved July 1, 1898, and Acts amendatory thereof and supplementary thereto" (48 Stat. 922, pars. (1) and (m)), as amended from time to time, or of Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), conflicts with the application of the provisions of this Act, this Act shall prevail: *Provided,*

That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.]

(a) Nothing herein shall prohibit any individual employed as a supervisor from becoming or remaining a member of a labor organization, but no employer subject to this Act shall be compelled to deem individuals defined herein as supervisors as employees for the purpose of any law, either national or local, relating to collective bargaining.

(b) Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

Sec. 15. Wherever the application of the provisions of section 272 of chapter 10 of the Act entitled "An Act to establish a uniform system of bankruptcy throughout the United States", approved July 1, 1898, and Acts amendatory thereof and supplementary thereto (U. S. C., title 11, sec. 672), conflicts with the application of the provisions of this Act, this Act shall prevail: Provided, That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.

[SEC. 15.] *Sec. 16.* If any provision of this Act, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Act, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

[SEC. 16.] *Sec. 17.* This Act may be cited as the "National Labor Relations Act".

Effective Date of Certain Changes

Sec. 102. No provision of this title shall be deemed to make an unfair labor practice any act which was performed prior to the date of the enactment of this Act which did not constitute an unfair labor practice prior thereto, and the provisions of section 8 (a) (3) and section 8 (b) (2) of the National Labor Relations Act as amended by this title shall not make an unfair labor practice the performance of any obligation under a collective bargaining agreement entered into prior to the date of the enactment of this Act, or (in the case of an agreement for a period of not more than one year) entered into on or after such date of enactment, but prior to the effective date of this title, if the performance of such obligation would not have constituted an unfair labor practice under section 8 (3) of the National Labor Relations Act prior to the effective date of this title, unless such agreement was renewed or extended subsequent thereto.

Sec. 103. No provisions of this title shall affect any certification of representatives or any determination as to the appropriate collective-bargaining unit, which was made under section 9 of the National Labor Relations Act prior to the effective date of this title until one year after the date of such certification or if, in respect of any such certification, a collective-bargaining contract was entered into prior to the effective date of this title, until the end of the contract period or until one year after such date, whichever first occurs.

Sec. 104. The amendments made by this title shall take effect sixty days after the date of the enactment of this Act, except that the authority of the President to appoint certain officers conferred upon him by section 3 of the National Labor Relations Act as amended by this title may be exercised forthwith.

APPENDIX H

GOVERNMENT PUBLICATIONS CONCERNING THE N. L. R. A.

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GOVERNMENT PUBLICATIONS CONCERNING THE N. L. R. A.[1]

Statutory Texts

National Labor Relations Act (including War Labor Disputes Act and pertinent extracts from the 1943 amendments to the Communications Act of 1934)	$0.10
Labor Management Relations Act, 1947	.10
Rules and Regulations Series 5, and Statements of Procedure	.20

Annual Reports of the N. L. R. B.

Second Annual Report, for the fiscal year ended June 30, 1947	.20
Fifth Annual Report, for the fiscal year ended June 30, 1940	.20
Sixth Annual Report, for the fiscal year ended June 30, 1941	.20
Seventh Annual Report, for the fiscal year ended June 30, 1942	.25
Eighth Annual Report, for the fiscal year ended 30, 1943	.35
Ninth Annual Report, for the fiscal year ended June 30, 1944	.20
Tenth Annual Report, for the fiscal year ended June 30, 1945	.25
Eleventh Annual Report, for the fiscal year ended June 30, 1946	.35
Twelfth Annual Report, for the fiscal year ended June 30, 1947	.40

Decisions and Orders of the N. L. R. B.

To date, 72 volumes of the Decisions and Orders of the National Labor Relations Board have been issued. They range in price from $1.25 to $3, with the exception of volume 1 which is $4.

Table of Cases Decided, covering volumes 1–41	.30
Digest of Decisions of the N. L. R. B. covering volumes 1–45	2.25
Digest and Index of Decisions of the N. L. R. B., covering volumes 45–70	2.50
Index to Volume 48, Decisions and Orders of the N. L. R. B., 1945	.15

Court Documents

Arguments in the Cases arising under the National Labor Relations Act before the Supreme Court of the United States, February 8–11, 1937	.15

To date, four volumes of court decisions relating to the National Labor Relations Act have been issued. They range in price from $1.25 to $2.75, and cover the period through June 30, 1944.

Special Studies

The Effect of Labor Relations in the Bituminous Coal Industry upon Interstate Commerce, N. L. R. B. Division of Economic Research Bulletin No. 2; 1938	.20
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Governmental Protection of Labor's Right to Organize, N. L. R. B. Division of Economic Research Bulletin No. 1, 1936.

Written Trade Agreements in Collective Bargaining, N. L. R. B. Division of Economic Research Bulletin No. 4; 1939.

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[1] Unless otherwise indicated, documents are available at the Government Printing Office. Orders should be addressed to the Superintendnt of Documents, Government Printing Office, Washington 25, D. C., and must be accompanied by cash.

APPENDIX I

REGIONAL OFFICES

The following listing presents the directing personnel, locations, and territories of the Board's regional offices.

APPENDIX I

REGIONAL OFFICES

First Region—Boston 8, Mass., Old South Building. Director, Bernard Alpert; attorney, Samuel G. Zack.

Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; Connecticut, except for Fairfield County.

Second Region—New York 5, N. Y., 2 Park Avenue. Director, Charles T. Douds; attorney, Paul S. Kuelthau.

Fairfield County in Connecticut; Clinton, Essex, Warren, Washington, Saratoga, Schnectady, Albany, Rensselaer, Columbia, Greene, Dutchess, Ulster, Sullivan, Orange, Putnam, Rockland, Westchester, Bronx, New York, Richmond, Kings, Queens, Nassau, and Suffolk Counties in New York State; Passaic, Bergen, Essex, Hudson, and Union Counties in New Jersey.

Third Region—Buffalo 2, N. Y., 1 West Genesee Street, Genesee Building. Director, Wm. J. Isaacson; attorney, V. Lee McMahon.

New York State, except for those counties included in the Second Region.

Fourth Region—Philadelphia 7, Pa., 1500 Bankers Securities Building. Director, Bennet F. Schauffler; attorney, Helen F. Humphrey.

New Jersey, except for Passaic, Bergen, Essex, Hudson, and Union Counties; New Castle County in Delaware; all of Pennsylvania lying east of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties.

Fifth Region—Baltimore 2, Md., 601 American Building. Director, Ross M. Madden; attorney, David Sacks.

Subregion—Room 902, Nissen Building, Fourth & Cherry Streets, Winston-Salem, N. C.

Subregion—El Koury Building, Santurce, P. R.

Kent and Sussex Counties in Delaware; Maryland; District of Columbia; Virginia; North Carolina; Jefferson, Berkeley, Morgan, Mineral, Hampshire, Grant, Hardy, and Pendleton Counties in West Virginia.

Sixth Region—Pittsburgh 22, Pa., 2107 Clark Building. Director, Henry Shore; attorney, W. G. Stuart Sherman.

All of Pennsylvania lying west of the eastern borders of Potter, Clinton, Centre, Miffin, Huntingdon, and Franklin Counties; Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Taylor, Doddridge, Preston, Lewis, Barbour, Tucker, Upshur, Randolph, Webster, and Pocahontas Counties in West Virginia.

Seventh Region—Detroit 26, Mich., 1740 National Bank Building. Director, Frank H. Bowen; attorney, Harold A. Cranefield.

Michigan, exclusive of Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Dickinson, Marquette, Menominee, Delta, Alger, Schoolcraft, Luce, Chippewa, and Mackinac Counties.

Eighth Region—Cleveland 13, Ohio, 715 Public Square Building. Director, Meyer S. Ryder; attorney, John A. Hull, Jr.

Ohio, north of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont Counties.

Ninth Region—Cincinnati 2, Ohio, Ingalls Building, Fourth and Vine Streets. Director, Jack G. Evans; attorney, Allen Sinsheimer.

Subregion—108 East Washington Building, Indianapolis 4, Ind.

West Virginia, west of the western borders of Wetzel, Doddridge, Lewis, and Webster Counties, and southwest of the southern and western borders of Pocahontas County; Ohio, south of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Mushingum, Guernsey, and Belmont Counties; Kentucky; Indiana, south of Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties.

Tenth Region—Atlanta 3, Ga., 50 Whitehall Street. Director, Paul L. Styles; attorney, T. Lowry Whittaker.

South Carolina; Georgia; Florida, east of the eastern borders of Franklin, Liberty, and Jackson Counties; Alabama, north of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Tennessee, east of the eastern borders of Hardin, Decatur, Benton, and Henry Counties.

Thirteenth Region—Chicago 3, Ill., Midland Building, Room 2200, 176 West Adams Street. Director, George J. Bott; attorney, Josef L. Hektoen.

Subregion—Federal Building, 517 East Wisconsin Avenue, Milwaukee, Wis.

Lake, Porter, La Porte, St. Joseph, Elkhart, Lagrange, Noble, Steuben, DeKalb, Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties in Indiana; Illinois, north of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Wisconsin, east of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Fourteenth Region—St. Louis 1, Mo., International Building, Chestnut and Eighth Streets. Director, Charles K. Hackler; attorney, Harry Carlson, Acting.

Illinois, south of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Missouri, east of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties.

Fifteenth Region—New Orleans 12, La., 631 Federal Office Building. Director, John F. LeBus; attorney, Charles P. Barker.

Subregion—Federal Building, Memphis 3, Tenn.

Louisiana; Arkansas; Mississippi; Tennessee, west of the eastern borders of Hardin, Decatur, Benton, and Henry Counties; Alabama, south of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Florida, west of the eastern borders of Franklin, Liberty, and Jackson Counties.

Sixteenth Region—Forth Worth 2, Tex., 1101 Tex. & Pac. Building. Director, Edwin A. Elliott; attorney, Elmer P. Davis.

Subregion—514 North Stanton Street, El Paso, Tex.

Texas; Oklahoma; New Mexico.

Seventeenth Region—Kansas City 6, Mo., 903 Grand Avenue, Temple Building. Director, Hugh E. Sperry; attorney, Robert S. Fousek.

Subregion—516 Continental Oil Building, Denver 2, Colo.

Missouri, west of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties; Kansas; Nebraska; Colorado; Wyoming.

Eighteenth Region—Minneapolis 4, Minn., Wesley Temple Building. Director, Charles M. Ryan; attorney, Clarence Meter.

Minnesota; North Dakota; South Dakota; Iowa; Wisconsin, west of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Nineteenth Region—Seattle 1, Wash., 806 Vance Building. Director, Thomas P. Graham, Jr.; attorney, Daniel R. Dimick.

Subregion—Corbett Building, Portland, Oreg.

Washington; Oregon; Montana; Idaho; Territory of Alaska.

Twentieth Region—San Francisco 3, Calif., 407 Federal Office Building. Director, Gerald A. Brown; attorney, Louis Penfield.

Nevada; Utah; California, north of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.

Twenty-first Region—Los Angeles 14, Calif., 111 West Seventh Street. Director, Howard F. LeBaron; attorney, Maurice J. Nicoson.

Arizona; California, south of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.

Subregion—Honolulu 2, T. H., 341 Federal Building. Director, Arnold L. Wills.

Territory of Hawaii.

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