SIXTH ANNUAL REPORT

OF THE

NATIONAL LABOR RELATIONS BOARD

For the Fiscal Year Ended

June 30, 1941

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NATIONAL LABOR RELATIONS BOARD

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LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., January 19, 1942.

SIR:

I have the honor to submit to you the Sixth Annual Report of the National Labor Relations Board, for the fiscal year ended June 30, 1941, in compliance with the provisions of section 3 (c) of the National Labor Relations Act, approved July 5, 1935.

H. A. MILLIS, *Chairman.*

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

TABLE OF CONTENTS

SIXTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

CHAPTER I

A SUMMARY

The past fiscal year was one of unusual stresses and strains upon the Board. Not only were there significant changes in the volume and character of its case load, but since many of the cases involved disputes in defense industries, the entire organization has functioned under abnormal pressures.

The number of new cases filed increased during the first half of the fiscal year 1941 by approximately 18 percent over the same period of the prior fiscal year. As production for the defense program got under way, new plants were opened and operations expanded, and organizational activities of the labor groups were broadened and intensified. The result was a 78 percent increase in cases filed in the last half of the fiscal year over the same period in 1940. The over-all increase for the entire fiscal year 1941 was 48 percent.

This volume marked a decided change in the trend established in the past several years. The maximum number of new cases received in any fiscal year in the Board's history was filed in 1938 when there were more than 10,000. The number in 1939 dropped to 6,900; in 1940 to approximately 6,200; and in 1941 it rose to over 9,100.

Of significance also is the change in character of cases filed. In 1936, the first partial fiscal year of the Board's operation, charges alleging unfair labor practices under section 8 of the act constituted 81 percent of all cases filed, and petitions for investigation and certification of representatives under section 9 of the act only 19 percent. The ratio of unfair labor practice cases to all cases has shown a decline since that time, the percentage in 1937 being 71; 1938, 65; 1939, 67; 1940, 64; and in 1941, 53 percent. The statistical tables in chapter III indicate that since February 1941, complaint cases filed in each month have constituted less than 50 percent of the total.

Despite this reduction in proportion, unfair labor practice cases filed increased approximately 24 percent in the last fiscal year over the prior fiscal year. While employers generally respect the law, cases involving flagrant violations are still being filed; but it is true that even with the numerical increase in unfair labor practice cases the proportional drop in their receipt is significant of increased observance by employers of the rights of their employees to self-organization and collective bargaining. The fiscal year 1941 saw concluded satisfactorily by adjustment in all stages of proceedings unfair labor practice cases involving some of the largest industrial combinations in the country. Few of the charges on file today embody the fundamental and significant conflict between industrial policy and the rights guaranteed the workers that the large historical cases represented. But it should not be assumed that this type of

case does not still represent an important and essential part of the Board's work, or that the adjudication of unfair labor practice charges by the Board is not necessary to effectuate the purposes of the Act.

The Board is gratified to report that its past record for closing in the informal stages approximately 85 percent of all cases closed during the fiscal year has been maintained despite the great increase in the volume of work. The importance of maintaining this performance cannot be overemphasized. In the Final Report of the Attorney General's Committee on Administrative Procedure, it is pointed out that administrative agencies generally perform the bulk of their work in cases which never reach the formal stage. Said the committee, after giving examples:

> Examples could be multiplied from nearly every agency in the Federal Government. Enough have been given, however, to make clear that even where formal proceedings are fully available, informal procedures constitute the vast bulk of administrative adjudication and are truly the life-blood of the administrative process. No study of administrative procedure can be adequate if it fails to recognize this fact and focus attention upon improvement at these stages.[1]

There were 21,684 unfair labor practice cases closed by the Board or its agencies during the 6 years ended on June 30, 1941. Of these, 19,891, or 91.7 percent, were closed without formal action; i. e., the issuance of complaint and notice of hearing. In 1,793 cases, or 8.3 percent of all closed, complaints were issued, but in only 975 cases, or 4.5 percent of all closed, was closing effectuated by securing compliance with an intermediate report or decision of the Board or court.

The data on representation cases also show an interesting emphasis on informal action, although proceedings under section 9 are investigatory and not adversary. There were 12,568 cases closed in the entire period of operations ended June 30, 1941, of which 9,692, or 77.1 percent, were closed before formal action was instituted; and 2,876, or 22.9 percent, after formal action. In about 80 percent of cases closed after formal action, decision was rendered by the Board.

The number of cases disposed of without formal action in 1941 exceeded the record in any year save 1938. Of the 8,396 cases closed, 7,114, or 85 percent, were closed by amicable adjustment in the form of settlement agreements, etc., or by withdrawal or dismissal after investigation but before the institution of formal proceedings. The comparative figures for 1940 were 6,098, or 83 percent of a total of 7,354 closed. Of cases closed in 1941, formal action was instituted in 15.3 percent, as against 17.1 percent in 1940.

A substantial increase in the number of ordered and consent elections and cross-checks conducted by the regional offices to determine the choice of representatives of the workers in the appropriate units for collective bargaining was apparent in 1941. There were 2,566 such elections and cross-checks, more than double the 1,192 in 1940. Of this number, 75 percent, or nearly 2,000, were conducted by arrangements made through the agreement of the parties in informal proceedings. The general acceptance of the practice of collective bargaining and recognition of the principles which the Board has established in formally resolving such questions have greatly facilitated these determinations.

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[1] Final Report of the Attorney General's Committee on Administrative Procedure, p. 35.

In dealing with disputes in defense industries the Board has cooperated fully with other Government agencies. Problems involving the rights of employees to self-organization and to bargain collectively have cut across many disputes threatening or actually tying up defense production which have engaged the attention of the Conciliation Service of the Department of Labor, the Labor Division of the Office of Production Management, and the National Defense Mediation Board. Since these agencies operate to mediate disputes and not to adjudicate statutory rights, the existence of claims under the National Labor Relations Act has been recognized as calling for close collaboration with the Board in its handling of such disputes. Thus there are many cases where mediation of a dispute over working conditions must await an investigation by the National Labor Relations Board under section 9, or where the investigation to determine whether the union claiming to represent the workers really does so in the contemplation of the Act, must await adjudication of unfair labor practice charges. In cases where the statutory rights of the workers are involved, the mediation agencies cooperate with and assist the Board to arrive at prompt decisions or satisfactory settlements. Mediation of statutory rights has not been resorted to.

The tension which has pervaded the field of labor relations during the last year has been apparent to the Board since the middle of the fiscal year. Over 50 percent of the cases on its docket involve defense industries. Practically all the representation cases handled either formally or informally represent issues which demand the most expeditious handling because of threatened stoppages in defense production. This is true also of a substantial number of the complaint cases where it has not been possible for any of the mediation or conciliation agencies of the Government or of the Board's field staff to secure an amicable and satisfactory adjustment despite the fact that such cases result in stoppages or prevent collective bargaining.

To achieve the closest cooperation with the mediation and conciliation agencies of the Government, the Board has directed its Field Division in Washington and its field employees throughout the country to work with the mediation and conciliation agencies of the Government and with the War and Navy Departments in bringing to a prompt and appropriate conclusion cases which threaten the national defense and involve issues under the Act which prevent mediation until they are disposed of. Constant cooperation exists between these agencies and Board representatives both in Washington and in the field. The cooperation received from the other agencies of the Government has been most gratifying to the Board, which has endeavored to reciprocate by selectively disposing of emergency cases as against others which have been longer on the dockets but are not so pressing from the defense angle.

During the fiscal year a substantial reorganization has been undertaken and some changes in procedures inaugurated.[2] They were designed to perfect administration and to make possible a more complete delegation of administrative responsibility to staff members on the one hand, and to expedite disposition of cases requiring decision

[2] See ch. II.

by the Board on the other. In both respects the suggestions of the Attorney General's Committee on Administrative Procedures were given careful consideration and followed to the extent that available staff and the nature of problems made it possible to do so. The creation of a field division to handle administrative case work and to supervise more closely the activities of the Regional Offices makes possible the more expeditious handling of cases in the informal stages. It has resulted in improved personnel relations and in a far better mutual understanding of problems as between the Board and the field staff.

The previously existing delegation of authority by the Board to staff members to dispose of cases by informal adjustment and to authorize formal proceedings has been broadened and deepened, and, in line with the recommendations in the Attorney General's Committee Report,[3] only cases involving perplexing and novel issues of law or procedure are now brought to the Board for guidance in the administrative phases. This has resulted in freeing a greater proportion of the Board's time for deciding formal cases on the record, and for considering policy problems.

The most important procedural change relates to improvement in the quality of Intermediate Reports, and to the increased consideration which the Board gives them in deciding its unfair labor practice cases on the record.

The trial examiners have recently been relieved of the hearing of many of the routine representation cases and are thereby permitted to devote their time and energies largely to the hearing of complaint cases and to the preparation of intermediate reports on such cases promptly after hearing. To assist them in the preparation of their reports, a staff of attorneys has been established within the Trial Examiners' Division. They review records, check factual data, and otherwise assist the trial examiners by preparing memoranda on legal, procedural, and other aspects of their cases.

If the trial examiner's intermediate report is excepted to by the parties, the case comes to the Board for decision.

While as in the past the Board's findings of fact are based upon the entire record as section 10 (c) of the Act commands, the Board, in its consideration of complaint cases, focuses upon the issues raised by the parties' exceptions to the Intermediate Report, briefs, and oral argument in support of such exceptions. In its consideration of each case the Board has the assistance throughout of the review attorneys who read, analyze, and furnish a written memorandum report on the entire record. This report is geared closely to the Trial Examiner's Intermediate Report, the exceptions, and the briefs. Thus, the decision process involves the Board's consideration of the intermediate report, exceptions, briefs, oral argument, and review attorney's memorandum, supplemented by such additional examination of the testimonial record and exhibits and by such conferences as are deemed necessary. To the extent that the Board is of the opinion that the trial examiner's intermediate report accurately reflects the record and embodies the applicable principles of law, the

[3] Final Report, p. 158.

report is used as a basis for the Board's decision. Under this practice, the Board has been able to expedite its decisions materially.

Litigation under section 10 (e) and (f) of the Act for enforcement and review of Board orders exceeded in volume that for any fiscal year of the Board's history, not only in the circuit courts but in the Supreme Court also. There were 124 circuit court decisions issued as against 63 in 1940, 38 in 1939, and 27 in 1938. Forty-seven cases were before the United States Supreme Court; 35 petitions for certiorari were filed by employers, 9 by the Board, 2 by a union and 1 case was certified on a question of jurisdiction by the Circuit Court of Appeals for the Fourth Circuit. Certiorari was refused in 26 cases filed by the employers, and in 1 filed by the Board, and the Supreme Court refused on a procedural point to decide the case certified by the Circuit Court.

It is unnecessary here to go at length into the issues of major importance in the application of the act which were decided by the Supreme Court favorably to the Board since that is discussed fully in chapter V. Two problems of great importance were successfully litigated by the Board, however. In one case the Supreme Court upheld a Board order which proscribed the practice of blacklisting, and enforced the order calling for the employment of two employees who were refused work because of their union membership, with remedial order for lost wages. In another, the Supreme Court upheld the Board's finding that refusal to embody agreed-upon conditions of employment in a written and signed contract with a union representing the employees was a violation of section 8 (5) of the Act. This issue has heretofore been litigated in the circuit courts with varied results.

The Supreme Court in another case decided that the Board does not have the right to order employers, who deduct earnings received from public work-relief agencies from back pay due their employees under remedial orders, to reimburse the public agencies with the sum deducted.

The results of litigation before the circuit courts were equally gratifying to the Board. The record of success in litigation established in the earlier years of the Board was repeated. Of the 124 decisions, the Board's orders were enforced in full in 65 cases; in 36 cases enforced as modified; and in 23 cases only were they set aside although in a few of these further proceedings were indicated by the courts.

There was also continued litigation to secure compliance with court orders enforcing Board orders. Fourteen new petitions to adjudge employers in contempt were filed in the fiscal year 1941, which with the 4 cases on docket at the beginning of the year made a total of 18 cases in which hearings were held and work was going forward. In 6 cases [4] the courts granted the Board's petitions to find employers in contempt through their failure to comply with court decrees enforcing Board orders. In 5 cases, satisfactory adjustments were secured; in 2 of these after adjudication of the issues, and in one after the court opinion. There were at the end of the fiscal year 7 cases pending adjudication.

[4] Cf. list of cases in Appendix D, p. 155.

CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER THE FAIR LABOR STANDARDS ACT OF 1938

During the fiscal year, the Board certified 72 affiliated local unions and 4 unaffiliated unions as bona fide under the provisions of section 7b of the Fair Labor Standards Act of 1938.[5] Seventy-six certifications in all were issued. The 72 affiliated local unions certified have 27 international unions as parent organizations. The Board has continued its policy of certifying as bona fide the labor organizations previously certified by the Board under section 9 of the National Labor Relations Act, or labor organizations which are affiliates of an international or of a parent organization of local unions which have been so certified.

The following chapters detail the work of the Board for the fiscal year.

[5] 59 Stat. 1060, 29 U. S. C., 201–219.

CHAPTER II

THE NATIONAL LABOR RELATIONS BOARD

A. ORGANIZATION

1. The Board

During the fiscal year 1941, the members of the Board were H. A. Millis, of Illinois, chairman; Edwin S. Smith, of Massachusetts, member; and William M. Leiserson, of Ohio, member.[1]

2. Organization—Washington Office

The administrative section has been reorganized during the fiscal year by the creation of a Field Division, and the appointment of an Executive Secretary of the Board. In previous years, the Secretary of the Board had been in charge of all administrative work. The work of this office has now been divided between the Executive Secretary and the Field Division. The Field Division, under the supervision of the Director of the Field Division, is responsible for the administrative work in the field offices, and the administrative case work. This Division also coordinates the work of the field with the Washington staff and the Board. Three Assistant Directors of the Field Division have been appointed and assigned to specified regions to consult with, advise, and assist Regional Directors in the solution of technical problems, to bring about a closer relationship between the various field offices, and to act as the Board's direct representative to the region, and the regional offices' representative to the Board. All other administrative matters are under the general supervision of the Executive Secretary, who also acts as the official secretary to the Board. These changes were made to decentralize administrative work, and have resulted in more efficient and speedier handling of cases.

No changes have been made in the Legal Division, and the organization remained as reported in the Fifth Annual Report.[2]

The Trial Examiners Division has been augmented by additional attorneys to assist Trial Examiners in the preparation of Intermediate Reports.

3. Organization—Regional Offices

No changes in the organization of the Regional Offices have been made. There have, however, been some changes in directing personnel and territory, as are reflected by the table in the Appendix.

[1] J. Warren Madden's term expired August 26, 1940. Mr. Millis' appointment was effective November 26, 1940.

[2] Chapter 2, p. 9.

B. PROCEDURE

1. Changes in Rules and Regulations

No substantive changes were made in the Board's Rules and Regulations during the fiscal year.[3] Article VI, sections 1 and 2, were changed to give the Executive Secretary, or in the event of his absence or disability, the Director of the Field Division, power to certify copies of all papers, documents, orders, and complaints, as may be necessary.

2. Delegation of Authority in Administrative Matters

The present practice of the Board with respect to the handling of all cases, both in the field prior to hearing and thereafter, is designed to provide the most expeditious handling possible and at the same time insure accuracy.

The work of the field offices is under the general supervision of the Director of the Field Division. Requests for authorization in complaint and representation cases, stipulations, settlements, agreements concerning compliance, and other problems are handled by this Division. An authorization and appeal committee considers all appeals and requests to issue complaints sent in from the field. This committee consists of the General Counsel, or his designee; the Director of the Field Division, or his designee; and chief of the Case Clearance Unit, a division of the Trial Section. In appeal cases, the matter is considered by the committee in the first instance and the appeal is then transferred to the Board or member thereof, together with the committee's recommendation.

In all cases where after investigation the Regional Director finds that a complaint should issue, and adjustment efforts fail, a full report on the details and request for authority to issue complaint is transferred to the Director of the Field Division. In the event that the Field Division concludes that a complaint should be authorized, the request is immediately transmitted to the Case Clearance Unit for consideration of the legal sufficiency and the trial problems that might be involved. If Case Clearance agrees with the conclusion of the Field Division that a complaint should issue, the Regional Director is authorized to proceed. In event of disagreement, the request is referred to the Authorization Committee. Questions involving general policy or a new principle are referred by the Committee to the Board.[4]

Requests for authorization and hearing in representation cases are handled by the Field Division solely, unless the Field Division refers a question of jurisdiction or other legal problems to the Trial Section for an opinion. A question involving a new principle or general policy is referred directly to the Board by the Field Division for action.

[3] On September 6, 1941, article II, sections 32, 33, and 35 were amended to provide for immediate transfer of the case to the Board after an Intermediate Report, and service of the Intermediate Report on the parties by the Chief Trial Examiner; the extension of the date for filing exceptions and briefs to the Intermediate Report, and service thereof on other parties to the proceeding. These amendments are aimed at expediting decisions in complaint cases.

[4] Cf. Chapter I, section D, pp. 20–24, inclusive, and p. 158, Final Report of the Attorney General's Committee on Administrative Procedure. The Attorney General's Committee on Administrative Procedure has recommended that administrative agencies delegate as much of their administrative work as possible and decentralize administrative functions.

3. Expedition of Formal Proceedings

The new policy in relation to hearings in representation cases adopted during the prior fiscal year has been continued.[5] In uncomplicated cases, for the purpose of expeditious handling, employees attached to Regional Offices are assigned as trial examiners to hear formal representation cases. The assignment is made by the Chief Trial Examiner, and Trial Examiners from Washington are sent into the field only in cases involving complex factual or legal problems. All representation cases are transferred immediately to the Board after hearing.

In complaint cases, after a formal hearing, the Trial Examiner is aided in the preparation of his Intermediate Report by attorneys attached to the staff of the Chief Trial Examiner in Washington. It is the function of these attorneys to familiarize themselves with records heard by the Trial Examiners, and assist in the preparation of the Intermediate Report. They compare findings of fact in the Intermediate Report with the record and prepare memoranda relating to the legal, procedural and other problems in the case.

Review attorneys examine the record of the proceedings after exceptions have been taken to the Intermediate Report. They examine the formal transcript to bring to the attention of the Board any discrepancy between the Intermediate Report and the Record, and the exceptions to the Intermediate Report raised by any party to the proceedings.[6] The Board, in deciding the case thereafter, has before it the record, the Intermediate Report, the exceptions thereto, the briefs of the parties, and the memorandum submitted by the review attorney.

The procedural changes set out above have speeded the time between hearings and final decisions in both representation and complaint cases.

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[5] Cf. Chapter VIII, Fifth Annual Report, p. 123.
[6] Cf. Chapter 4, Part A, Final Report of the Attorney General's Committee on Administrative Procedure.

CHAPTER III

STATISTICAL RECORD OF BOARD ACTIVITY [1]

SUMMARY OF BOARD ACTIVITY

The fiscal year 1941 was marked by a great increase in the number of new cases filed with the National Labor Relations Board. There were 9,151 charges and petitions involving 2,373,361 workers filed with the Board during the year, or over 50 percent more charges and petitions than the 6,177 filed in 1940 (table 2). Not only did the number of new cases received in 1941 greatly exceed the number received in 1940; it also exceeded the number received in any year in the Board's history except the fiscal year 1938 when the Supreme Court decision validating the National Labor Relations Act evoked a flood of new cases (table 2).

The increase in Board activity was accelerated during the course of the year. The number of new cases received increased from month to month. During the first quarter, the Board received a total of 1,721 new cases; in the second quarter, the number increased to 1,886; in the third, to 2,513; and, in the fourth, to 3,031 (table 3).

There was a much greater increase in the number of representation cases than in the number of unfair labor practice cases filed. Only 22 percent more unfair labor practice cases were filed in 1941 than in 1940—4,817 compared with 3,934—but almost 100 percent more representation cases were filed in the later year than in the earlier—4,334 compared with 2,243. Indeed, the number of petitions filed in 1941 exceeded the number filed in any earlier year in the Board's history, not excepting the fiscal year 1938, the previous peak year (table 3).

The year was also marked by an increase in cases closed. There were 8,396 cases, involving 2,082,036 workers, closed in 1941. In 1940, 7,354 cases, involving 1,488,020 workers, were closed. The number of cases closed in 1941 exceeded the number closed in any previous year in the Board's history except the fiscal year 1938, when 8,851 cases were closed. As in cases filed, the increase in representation cases closed was much more marked than the increase in unfair labor practice cases closed. Only 1 percent more unfair labor practice cases were closed in 1941 than in 1940—4,698 compared with 4,664. In contrast, the number of representation cases closed in 1941 exceeded the number closed in 1940 by 37 percent—3,698 compared with 2,690. Indeed, a greater number of representation cases were closed than in any previous year in the Board's history, not excepting 1938 (table 10).

Despite the substantial number of cases closed in 1941, the increase in cases received was so great that there was an accumulation of cases on the Board's docket during the year. There were 2,911 cases pending in the regions and before the Board at the beginning of the

[1] Statistics on Board cases are given in tables on pp. 20–39. A list of the tables is given on p. v.

fiscal year. At the close of the year, the number had increased to 3,666. That represented an increase of 25 percent (table 1).

The increase in cases on the docket between the beginning and the close of the fiscal year was greater than in any year since 1938. In 1940, the number of cases on the docket decreased 28.6 percent between the beginning and the close of the year—from 4,113 to 2,936 cases. In 1939, there was an increase in cases on the docket between the beginning and the close of the year, but the increase was only 8.9 percent—from 3,778 cases to 4,113 cases (table 2).

As might be anticipated from the great increase in petitions filed, the number of representation cases on the docket increased more markedly between the beginning and close of the year than the number of unfair labor practice cases. Unfair labor practice cases increased 5 percent, from 2,164 to 2,283, between July 1, 1940, and June 30, 1941. Representation cases pending increased 85 percent, from 747 to 1,383, between the same two dates (table 1).

CHARACTER OF CASES RECEIVED

Charges and petitions—(table 3).—The year was marked by a shift in the percentage distribution of charges and petitions among all new cases received. Of the 9,151 new cases received, 4,817, or 53 percent of the total, were unfair labor practice cases and 4,334, or 47 percent, were representation cases. In no preceding year did representation cases constitute so large a percentage of all cases filed. In 1936 and 1937, they constituted less than 30 percent of the total. In 1938, 1939, and 1940, they constituted less than 40 percent of the total. In 1940, their previous peak year, they constituted only 36 percent of the total.

Moreover, the annual figures do not reveal completely the increasing numerical importance of representation cases in the total received by the Board. The relative preponderance of representation cases increased steadily from month to month. In the first quarter of the year, they constituted only 39 percent of the total; in the second quarter, 41 percent; in the third quarter, 51 percent; and in the fourth quarter, 53 percent.

Industries involved—(table 4).—The bulk of the Board's cases arose in manufacturing establishments. About 73 percent of the charges and petitions received in 1941—6,653 of the total of 9,151—were filed by workers in manufacturing establishments. About 83 percent of the workers involved—1,967,512 of the total of 2,373,361—were employed in manufacturing establishments.

The manufacturing industries in which the greatest number of cases arose, ranked in order, were: Iron and steel; food and kindred products; machinery other than electrical machinery and automobile equipment; furniture and finished lumber products; textiles; and lumber and basic lumber products. The manufacturing industries in which the cases received by the Board involved the greatest number of workers were, ranked in order: Iron and steel; transportation equipment other than automobiles; machinery other than electrical machinery and automobile equipment; textiles; automobiles; food and kindred products; and electrical machinery.

The second most important industrial group with respect to both numbers of charges and petitions filed and numbers of workers involved was the public utility group. Almost 10 percent of all charges and petitions received—889 of the 9,151—were filed by workers in transportation, communication, and other public utilities. The 153,044 workers involved in these cases constituted over 6 percent of the workers involved in all charges and petitions received in 1941.

Workers in wholesale trade filed 645 charges and petitions, or 7 percent of the total. However, only 41,509 workers, or less than 2 percent of the total, were involved in these 645 cases.

Workers in retail trade filed 315 charges and petitions, or over 3 percent of the total, and 75,653 workers, or over 3 percent of the total, were involved in these cases.

Workers in mining and quarrying filed 243 charges and petitions, or a little less than 3 percent of the total; 66,845 workers, or a little less than 3 percent of the total, were involved in these cases.

There were slight differences between unfair labor practice cases and representation cases in the industries contributing the largest number of cases and of workers involved. The manufacturing group of industries contributed the largest number of charges, the largest number of petitions, the largest number of workers involved in unfair labor practice cases, and the largest number of workers involved in representation cases. The same individual manufacturing industries furnished the largest numbers of both types of cases, but there were slight differences in their ranking. Public utilities contributed the second largest number of charges, of petitions, and of workers involved in each type of case. Wholesale trade contributed the third largest number of charges and of petitions and the fifth largest number of workers involved in each type of case, a larger number of workers being involved in cases arising in the mining and quarrying industry and in retail trade.

Regional distribution—(table 5).—The largest number of charges and petitions, as in preceding years, was filed in the New York region. Los Angeles, Boston, Detroit, Chicago, Baltimore, Cleveland, and Seattle ranked next in order in number of cases received.

The ranking of the regions differed slightly in unfair labor practice cases and representation cases considered separately. The New York region received the largest number of both types of cases. But Los Angeles ranked second in number of charges received, and fourth in number of petitions received. Boston ranked third in number of charges, but sixth in number of petitions received. Cleveland ranked fourth in number of charges, but ninth in number of petitions received. Seattle ranked fifth in number of charges, but eighth in number of petitions received. Baltimore ranked sixth in number of charges, but fifth in number of petitions. Detroit, which ranked second in number of petitions received, ranked ninth in number of charges. And Chicago, which ranked third in number of petitions received, ranked seventh in number of charges.

Union affiliation of filing parties.—Unions affiliated with the A. F. of L. filed the largest number of charges and petitions, 4,261 of the total of 9,151. Unions affiliated with the C. I. O. filed 3,740 charges and petitions. Unions affiliated with neither of these bodies filed

595 charges and petitions. These unions include organizations like the International Typographical Union and the Railway Brotherhoods which, though affiliated with neither of the major union bodies, are themselves organized on a national basis, and also organizations which draw their membership from among the employees of a single employer. Individuals filed 476 charges and employers filed 73 petitions (table 12).

Unions affiliated with the A. F. of L. filed the largest number of both types of Board cases. They filed 2,245 charges and 2,016 petitions. Unions affiliated with the C. I. O. filed 1,972 charges and 1,768 petitions. Unaffiliated unions filed 122 charges and 473 petitions (tables 13 and 14).

The cases filed by unions affiliated with the C. I. O. involved the greatest number of workers. There were 1,161,221 workers involved in cases filed by C. I. O. affiliates. There were 806,846 workers involved in cases filed by unions affiliated with the A. F. of L., 157,003 workers involved in cases filed by unaffiliated unions, 236,022 workers involved in charges filed by individuals, and 6,974 workers involved in petitions filed by employers (table 12).

Both the unfair labor practice cases and the representation cases brought to the Board by unions affiliated with the C. I. O. involved the greatest number of workers. There were 697,917 workers involved in unfair labor practice cases filed by unions affiliated with the C. I. O., 478,208 workers involved in cases of this type filed by unions affiliated with the A. F. of L., and 51,190 workers involved in cases of this type filed by unions affiliated with neither of these organizations (table 13). There were 624,453 workers involved in representation cases filed by unions affiliated with the C. I. O., 401,019 workers involved in cases filed by unions affiliated with the A. F. of L., and 146,367 workers involved in cases filed by unions affiliated with neither of these organizations (table 14).

Character of charges received—(table 6).—In the greatest number of the unfair labor practice cases filed with the Board, 2,182, or 45 percent of the total of 4,817, there were allegations of violation of subsections 1 and 3 of section 8 of the act—that is, general allegations of interference and specific allegations of discrimination in regard to hire and tenure of employment. That represented a slight decrease in proportion as compared with 1940, when allegations of this character were made in 1,971 cases or 50 percent of the 3,934 unfair labor practice cases filed.

In 952 cases, or about 20 percent of the unfair labor practice cases filed in 1941, there were allegations of violation of subsections 1 and 5 of section 8 of the act—that is, general allegations of interference and specific allegations of refusal to bargain collectively. Allegations of this character were made in 697 cases, or about 20 percent of the 3,934, filed last year.

In 493 cases, or about 10 percent of the total filed in 1941, there were allegations of violation of subsections 1, 3, and 5 of section 8 of the act. In 1940, allegations of this character were made in 443 cases, or 11 percent of the 3,934 cases filed. In 467 cases, or slightly less than 10 percent of the total filed in 1941, there were allegations of violation of subsection 1 of section 8 alone. Such

allegations occurred in 330 cases, or 8 percent of the cases filed in 1940.

In 335 cases, or about 7 percent of the total filed in 1941, there were allegations of violation of subsections 1 and 2 of section 8 of the act—that is, general allegations of interference and specific allegations of domination and interference with the formation or administration of a labor organization. There seems to have been an increase in the frequency of occurrence of this type of case compared with 1940. In that year, allegations of this character were made in 176 cases, or less than 5 percent of the unfair labor practice cases filed with the Board.

CASES CLOSED, 1941

Stage of closing.—The regional offices or the Board closed 8,396 cases, involving 2,082,036 workers, in the fiscal year 1941. That number constituted 70 percent of all cases on the Board's docket during the year (table 7).

The regional offices are able to close the great majority of these in an informal stage. On receiving a charge or petition, the regional office undertakes an investigation. In a large number of cases, compliance with the act is effected or a representation dispute resolved by agreement between the parties. In other cases, when investigation discloses that the charge or petition is without merit, the regional director persuades the filing party to withdraw the charge or petition or, if the filing party is unwilling to withdraw, dismisses it. In 1941, 85 percent of the cases closed were closed in regional offices before the issuance of a complaint in an unfair labor practice case or a notice of hearing in a representation case. This represented an increase over 1940 when 83 percent of closed cases were closed at that stage (table 10).

In 13 percent of all cases closed in 1941, decisions had been issued. In 3 percent, court action had been taken. The corresponding figures for 1940 were 11 percent and 3 percent. In 8 percent of the unfair labor practice cases closed in 1941 decisions had been issued; in 5 percent, court action had been taken. In 1940, the corresponding figures were over 4 percent and slightly under 5 percent. The figures for representation cases closed after decision were 19 percent in 1941 and 23 percent in 1940 (table 10).

Method of closing.—About 50 percent of all cases closed in 1941—4,211 of a total of 8,396—were closed by agreement between the parties involved. In 1940, only 39 percent of closed cases—2,888 of a total of 7,354—were so disposed of. In 4,097 cases, over 90 percent of the 4,211 cases settled, or 49 percent of the 8,396 cases closed in the year, the agreement was arrived at before any formal action was taken (tables 7 and 11).

Forty-six percent of all unfair labor practice cases closed, or 2,161 of a total of 4,698 cases, and 55 percent of the representation cases closed, or 2,050 of a total of 3,698 cases, were closed by agreement between the parties. Both of these figures represented increases over 1940 when only 40 percent of all unfair labor practice cases closed, 1,877 of a total of 4,664 cases, and 38 percent of all representation

cases closed, 1,011 of a total of 2,690 cases, were closed by agreement between the parties (table 11).

In representation cases, the largest percentage of all cases closed by settlement were closed on the basis of a consent election or payroll check. Cases closed in this way numbered 1,657 and constituted 46 percent of the 3,698 representation cases closed in 1941 (table 9).

Fifteen percent of all cases closed in 1941—1,250 of the total of 8,396—were dismissed, either before formal action or at some later stage. That figure represented a decline as compared with 1940, when 20 percent of all cases closed—1,508 of a total of 7,354—were dismissed (table 11). The majority of cases dismissed in 1941 were dismissed in informal stages. Exactly 1,000 cases, about 80 percent of the 1,250 dismissed or 12 percent of the 8,396 cases closed in the year, were dismissed in an informal stage (table 7).

Sixteen percent of all unfair labor practice cases closed in 1941—737 of the total of 4,698—and 14 percent of all representation cases closed—513 of the total of 3,698—were dismissed. In both types of cases, these figures represented a decrease from 1940 when 22 percent of all unfair labor practice cases closed—1,018 of the total of 4,664—and 18 percent of all representation cases closed—490 of the total of 2,690—were dismissed (table 11).

The majority of both unfair labor practice cases and representation cases dismissed in 1941 were in an informal stage when closed. There were 676 unfair labor practice cases dismissed in an informal stage. That figure constituted almost 90 percent of the 737 unfair labor practice cases dismissed and over 14 percent of the 4,698 unfair labor practice cases closed in 1941 (tables 8 and 11). Over 63 percent of all representation cases dismissed, 324 of a total of 513 dismissed, about 9 percent of the 3,698 representation cases closed, were in an informal stage when dismissed. There were, of course, another large group of representation cases, 180 in all, about 35 percent of the 513 representation cases dismissed and 5 percent of the 3,698 representation cases closed in the year, that were dismissed after a decision, either on the record or following a stipulated or ordered election (tables 9 and 11).

Twenty-four percent of all cases closed in 1941 were withdrawn, almost all before the beginning of any formal action. That figure represented a decrease as compared with 1940 when 29 percent of all cases closed were withdrawn. Thirty-one percent of all unfair labor practice cases were withdrawn, as compared with 29 percent in 1940. On the other hand, only 16 percent of all representation cases were withdrawn, as compared with 28 percent in 1940 (tables 7 and 11).

More than 6 percent of all cases closed in 1941 were closed after certification. These cases represented 14 percent of all representation cases closed. The corresponding figure for 1940 was 15 percent (table 11).

Six percent of all unfair labor practice cases closed were closed by compliance with an Intermediate Report, a Board order, or a Court order. The corresponding figure for 1940 was 7.5 percent. The decline is probably accounted for by the fact that the 1940

figure for cases closed in this way was unusually high since it included an accumulation of cases decided by the Board in earlier years and only disposed of in 1940 (table 11).

Board cases closed, by affiliation of filing parties.—Of the cases closed during the year, 3,876 were filed by unions affiliated with the A. F. of L., 3,439 by unions affiliated with the C. I. O., 548 by unions affiliated with neither of these two organizations, 456 by individuals, and 71 by employers (table 12).

Eighty-seven percent of the cases filed by unions affiliated with the A. F. of L. that were closed during the year—3,379 of a total of 3,876—were in an informal stage when closed. The corresponding figures for cases filed by C. I. O. affiliates were 2,803 of a total of 3,439 closed in the year, or 82 percent (table 12).

Fifty-five percent of cases filed by A. F. of L. affiliates that were closed in 1941—2,116 of a total of 3,876—were settled before formal action. The corresponding figures for C. I. O. affiliates were 1,664 of a total of 3,439, or 48 percent (table 12).

Nine percent of cases filed by A. F. of L. affiliates that were closed in 1941—360 of a total of 3,876—were dismissed before formal action. The corresponding figures for cases filed by C. I. O. affiliates were 303 of a total of 3,439, or 9 percent (table 12).

Twenty-three percent of cases filed by A. F. of L. affiliates that were closed in 1941—885 of a total of 3,876—were withdrawn before formal action. The corresponding figures for cases filed by C. I. O. affiliates were 828 of a total of 3,439, or 24 percent (table 12).

Eight percent of cases filed by A. F. of L. affiliates closed in 1941, 319 of a total of 3,876, were closed after decision. Over 12 percent of cases filed by C. I. O. affiliates closed during the year, 419 of a total of 3,439, were closed after decision (table 12).

Of the unfair labor practice cases closed during the year, 2,169 were filed by A. F. of L. affiliates, 1,925 by C. I. O. affiliates, 146 by unaffiliated unions, and 456 by individuals (table 13).

Over 92 percent of the unfair labor practice cases filed by A. F. of L. affiliates closed in 1941, 1,992 of a total of 2,169, were in an informal stage when closed. The corresponding figures for cases filed by C. I. O. affiliates were 1,674 of a total of 1,925, or 87 percent (table 13).

Fifty-one percent of the unfair labor practice cases filed by A. F. of L. affiliates closed during the year, 1,109 of a total of 2,169, and 44 percent of the cases filed by C. I. O. affiliates, closed during the year, 841 of a total of 1,925, were settled before formal action. Eleven percent of the cases filed by A. F. of L. affiliates closed during the year, 239 of a total of 2,169, and 12 percent of the cases filed by C. I. O. affiliates, closed during the year, 231 of a total of 1,925 were dismissed before formal action. Thirty percent of the cases filed by A. F. of L. affiliates, closed during the year, 639 of a total of 2,169, and 31 percent of the cases filed by C. I. O. affiliates, closed during the year, 597 of a total of 1,925, were withdrawn before formal action (table 13).

Two percent of all unfair labor practice cases filed by A. F. of L. affiliates closed during the year—49 of the total of 2,169—were closed after Board decision, and 4 percent of all cases filed by C. I. O.

affiliates closed during the year, 80 of the total of 1,925, were closed at that stage (table 13).

Four percent of the unfair labor practice cases filed by A. F. of L. affiliates closed in 1941—89 of the total of 2,169—were closed after a Court order, and 7 percent of the cases filed by C. I. O. affiliates closed during the year, 138 of the total of 1,925, were closed at that stage (table 13).

Of the representation cases closed in 1941, 1,707 were filed by A. F. of L. affiliates, 1,514 by C. I. O. affiliates, 402 by unaffiliated unions, and 71 by employers (table 14).

Fifty-nine percent of the cases filed by A. F. of L. affiliates closed during the year—1,387 of a total of 1,707—were in an informal stage when closed. The corresponding figures for cases filed by C. I. O. affiliates were 1,129 of a total of 1,514, or 56 percent (table 14).

Forty-three percent of all cases filed by A. F. of L. affiliates closed during the year—1,007 of the total of 1,707—and 41 percent of the cases filed by C. I. O. affiliates closed in the year—823 of the total of 1,514—were settled informally (table 14).

Twenty-six percent of the cases filed by A. F. of L. affiliates closed during the year—608 of the total of 1,707—and 31 percent of the cases filed by C. I. O. affiliates closed in the year—617 of the total of 1,514—were closed by consent elections. Eight percent of the cases filed by A. F. of L. affiliates closed during the year—201 of the total of 1,707—and 5 percent of the cases filed by C. I. O. affiliates closed in the year—104 of the total of 1,514—were closed by consent pay-roll checks (table 14).

Five percent of the cases filed by A. F. of L. affiliates, closed during the year—121 of the total of 1,707—and 4 percent of the cases filed by C. I. O. affiliates closed in the year—72 of the total of 1,514—were dismissed in an informal stage. Ten percent of the cases filed by A. F. of L. affiliates closed in the year—246 of the total of 1,707—and 11 percent of the cases filed by C. I. O. affiliates closed in the year—231 of the total of 1,514—were withdrawn in an informal stage (table 14).

Eleven percent of the cases filed by A. F. of L. affiliates closed during the year—270 of the total of 1,707—and 17 percent of the cases filed by C. I. O. affiliates closed during the year—339 of the total of 1,514—were closed after Board decision (table 14).

FORMS OF REMEDY IN UNFAIR LABOR PRACTICE CASES

In unfair labor practice cases closed, either before any formal action or to comply with Intermediate Reports, Board orders, or Court orders, 23,475 workers who had been discriminated against for union membership were reinstated. Over one-half of these workers, 13,151 in all, were members of unions affiliated with the C. I. O.; 9,517 were members of unions affiliated with the A. F. of L. In cases of the same type, 24,427 workers were reinstated after strikes in protest against alleged violation of the act. Over one-half of these workers, or 13,410, were members of unions affiliated with the C. I. O.; 11,017 were members of unions affiliated with the A. F. of L. (table 15).

Back pay awards were made to 5,181 workers in cases closed during the year. More than half of these workers, 2,547 in all, were members

of unions affiliated with the C. I. O.; 1,925 were members of unions affiliated with the A. F. of L. These workers received a total of $924,761. Over half of the amount, $584,521, went to members of unions affiliated with the C. I. O.; $286,540 went to members of unions affiliated with the A. F. of L. (table 15).

Other forms of remedy included the posting of 1,187 notices, the disestablishment of unions in 502 situations, the initiation of collective bargaining in 1,009 cases, and the placing of workers on a preferential hiring list in 185 cases (table 15).

CASES PENDING ON JUNE 30, 1941

Of the 3,666 cases pending on June 30, 1941, 2,630, or 72 percent, were pending in informal stages. Because of the rapidity with which representation cases which go to formal action are closed, a lower proportion of representation cases than of unfair labor practice cases were pending in an informal stage. Seventy-four percent of the latter type of case and 68 percent of the former were pending in an informal stage on June 30, 1941 (table 16).

In 5 percent of all cases pending on June 30, complaints or orders of investigation had been issued but the cases were awaiting hearing, were in process of being heard, or, in unfair labor practice cases, were awaiting the issuance of an Intermediate Report. In 3.5 percent of all unfair labor practice cases, complaints had been issued but hearings had yet to be held or completed, or Intermediate Reports to be issued. In 7.4 percent of all representation cases, orders of investigation had been issued, but hearings had yet to be held or completed (table 16).

Seven and one-half percent of all cases pending on June 30, 1941, had been transferred to the Board and were awaiting decisions. The proportions were 5.5 and 10.8 percent, respectively, for unfair labor practice and representation cases (table 16).

Finally, in 15.8 percent of all cases pending on June 30, 1941, decisions had been issued. In 17.2 percent of the unfair labor practice cases pending on June 30, a decision had been issued. These cases were of three types. In some, the respondent had indicated its unwillingness to comply and the board had filed, or was preparing to file, a petition with the Circuit Court of Appeals to enforce its decision. In others, the respondent had filed a petition with the Court to review the Board's decision and the Board was contesting that petition. In the third group, the Board was awaiting compliance with its order. In 13.4 percent of the representation cases pending on that date, decisions had been issued directing elections, but these had yet to be held in some cases, while in others certifications subsequent to election had yet to be issued (table 16).

TYPES OF FORMAL ACTION TAKEN

The Board issued complaints in 309 unfair labor practice cases during the year. In the same period, it ordered investigation of 886 petitions for the certification of collective bargaining representatives. Hearings were held in 904 cases: 235 unfair labor practice cases and 669 representation cases. Intermediate Reports were issued in 226 cases (table 17).

Decisions were issued in 1,070 cases, 327 unfair labor practice cases and 743 representation cases. In 110 of the unfair labor practice cases, the decisions were based upon stipulation. In 587 of the representation cases, the decisions were directions of election. In 83 cases, they were certifications or dismissals on the basis of stipulated elections or pay-roll checks. In 73 cases, the decisions were certifications or dismissals on the record (table 17).

ELECTIONS OR PAY-ROLL CHECKS

The Board conducted 2,566 elections or pay-roll checks in 1941, more than twice the 1,192 it conducted in 1940. Over 1,900 of the 1,941 elections or pay-roll checks were based on the consent of the parties; over 500 were ordered; over 100 were stipulated elections or pay-roll checks leading to certification or dismissal (table 18).

In 1,924 of the elections or pay-roll checks, only one union appeared upon the ballot. In these 1,924 elections or pay-roll checks, the one union appearing on the ballot won 1,583 elections or pay-roll checks, or 82 percent of those in which it participated. In the remaining 642 elections or pay-roll checks, more than one union appeared on the ballot. Some union won 544 of these elections or pay-roll checks, or 85 percent of the total (table 19).

Unions affiliated with the A. F. of L. participated in 1,396 elections or pay-roll checks and won 925, or over 66 percent of the total. Unions affiliated with the C. I. O. participated in 1,414 elections or pay-roll checks and won 991, or 70 percent of the total. Unions affiliated with neither of these organizations but drawing membership from the employees of more than one employer participated in 109 elections or pay-roll checks and won 57, or 52 percent of the total. Unions affiliated with neither the A. F. of L. nor the C. I. O., and drawing their membership from the employees of one employer only participated in 316 elections or pay-roll checks and won 152 or 48 percent of them (table 19).

There were 729,737 valid votes cast in all elections or pay-roll checks held last year. Of these, 400,080 were cast in elections or pay-roll checks in which one union only participated. In these elections or pay-roll checks, 283,449 ballots or 71 percent of all valid votes were cast for some union. In the remaining elections or pay-roll checks, in which more than one union appeared on the ballot, 329,657 valid votes were cast. Of these votes, 306,472 or 93 percent of the total were cast for some union. There were 374,168 valid votes cast in elections or pay-roll checks in which unions affiliated with the A. F. of L. participated. The affiliates of the A. F. of L. polled 180,904 or 48.3 percent of these votes. There were 544,385 valid votes cast in elections or pay-roll checks in which unions affiliated with the C. I. O. participated. The C. I. O. affiliates polled 335,619 or 61.7 percent of these votes. There were 45,951 valid votes cast in elections or pay-roll checks in which unions affiliated with neither the A. F. of L. nor the C. I. O., but drawing their membership from among employees of more than one employer, participated; these unions polled 22,412 or 48.8 percent of these votes. There were 114,891 votes cast in elections or pay-roll checks in which unions drawing their

membership from the employees of one employer only participated. These unions polled 50,849 or 44.3 percent of these votes (table 19).

Detailed statistics on the results of elections and pay-roll checks broken down by the affiliation of the petitioning union are available. From them, it appears that the largest number of elections or pay-roll checks were held on the basis of petitions filed by C. I. O. affiliates—1,260 in all. There were 1,126 elections or pay-roll checks held on the basis of petitions filed by A. F. of L. affiliates, 70 elections or pay-roll checks held on the basis of petitions filed by national unaffiliated unions, 129 on the basis of petitions filed by local unaffiliated unions and 32 on the basis of petitions filed by employers (table 20).

A. F. of L. affiliates won 74 percent of the elections or pay-roll checks in which they were the petitioner. They received a little less than 64 percent of the valid votes cast in these elections or pay-roll checks. C. I. O. affiliates won 72 percent of the elections or pay-roll checks held on the basis of petitions filed by them and received over 64 percent of the valid votes cast in these elections or pay-roll checks. National unaffiliated unions won 70 percent of the elections or pay-roll checks held on the basis of petitions filed by them and received 66 percent of the valid votes cast in these elections or pay-roll checks. Local unaffiliated unions won 74 percent of the elections or pay-roll checks in which they were the petitioners and received 60 percent of the valid votes cast in these elections or pay-roll checks (table 20).

TABLE 1.—*Number of cases and number of workers involved in cases received, closed, and pending, 1940–41*

	All cases		Unfair labor practice cases		Representation cases	
	Number	Workers involved	Number	Workers involved	Number	Workers involved
Cases pending, July 1, 1940	2,911	1,370,919	2,164	1,062,107	747	401,016
Cases received, July 1940–June 1941	9,151	2,373,361	4,817	1,464,087	4,334	1,188,088
Cases on docket July 1940–June 1941	12,062	3,744,280	6,981	2,526,194	5,081	1,589,104
Cases closed, July 1940–June 1941	8,396	2,082,036	4,698	1,208,005	3,698	1,055,243
Cases pending June 30, 1941	3,666	1,662,244	2,283	1,318,189	1,383	533,861

NOTE.—The number of workers involved in all cases differs from the sum of the number of workers involved in unfair labor practice cases and representation cases because workers involved in both types of cases at the same time are included in the totals for each type of case but are included only once in the grand total.

TABLE 2.—*Number of cases received, closed, and pending, 1935–41*

	1935–36 [1]	1936–37	1937–38	1938–39	1939–40	1940–41
Cases pending, July 1		330	[2] 2,202	[2] 3,778	4,113	[2] 2,911
Cases received during year	1,068	4,068	10,430	6,904	6,177	9,151
Cases on docket during year	1,068	4,398	12,632	10,682	10,290	12,062
Cases closed during year	738	2,344	8,851	6,569	7,354	8,396
Cases pending, June 30	330	2,054	3,781	4,113	2,936	3,666

[1] Period covered is October 1935–June 1936.
[2] Revised on basis of additional information received after close of fiscal year.

TABLE 3.—*Number of cases and number of workers involved in cases received by the National Labor Relations Board, 1935–41*

Period covered [1]	Cases received					Workers involved		
	All cases	Unfair labor practice cases		Representation cases		All cases	Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total			
1935–36	1,068	865	81.0	203	19.0	240,865	160,346	80,519
1936–37	4,062	2,895	71.3	1,167	28.7	1,383,808	876,985	506,823
1937–38	10,430	6,807	65.3	3,623	34.7	2,100,869	1,003,346	1,097,523
1938–39	6,904	4,618	66.9	2,286	33.1	1,147,284	665,102	482,182
1939–40	6,177	3,934	63.7	2,243	36.3	1,107,923	707,439	400,484
1940–41	9,151	4,817	52.6	4,334	47.4	[2] 2,373,361	1,464,087	1,188,088
July	515	310	60.2	205	39.8	[2] 92,554	32,562	65,999
August	628	396	63.1	232	36.9	[2] 118,878	75,321	49,200
September	578	340	58.8	238	41.2	[2] 104,275	72,828	39,097
October	752	464	61.7	288	38.3	[2] 183,841	134,862	57,484
November	616	360	58.4	256	41.6	[2] 128,078	100,705	34,109
December	518	296	57.1	222	42.9	[2] 212,078	159,324	66,113
January	667	377	56.5	290	43.5	[2] 151,734	103,754	62,616
February	849	406	47.8	443	52.2	[2] 214,975	140,008	183,850
March	997	457	45.8	540	54.2	[2] 303,214	161,896	164,191
April	934	427	45.7	507	54.3	[2] 298,190	179,318	133,597
May	1,073	530	49.4	543	50.6	[2] 326,457	161,008	197,888
June	1,024	454	44.3	570	55.7	[2] 239,087	142,501	133,944

[1] The period covered is a fiscal year except in 1935–36 when it extended from October 1935 to June 1936.
[2] The number of workers involved in all cases differs from the sum of workers involved in each type of case, because workers involved in both types of cases at the same time are included in the totals for each type of case, but are included only once in the grand total.

TABLE 4.—*Number of cases and number of workers involved in cases received by the National Labor Relations Board, 1940–41: by industries of employers involved*

Industrial group	All cases				Unfair labor practice cases				Representation cases			
	Cases		Workers involved		Cases		Workers involved		Cases		Workers involved	
	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total
Manufacturing	6,653	72.7	1,967,512	82.9	3,386	70.3	1,201,462	82.1	3,267	75.4	1,021,993	86.2
Food and kindred products	728	8.0	132,030	5.6	397	8.2	90,477	6.2	331	7.6	53,265	4.5
Tobacco manufacturers	27	.3	13,338	.6	10	.2	5,472	.4	17	.4	8,756	.7
Textile-mill products	430	4.7	174,306	7.3	260	5.4	110,676	7.6	170	3.9	70,418	5.9
Apparel and other finished products made of fabrics and similar materials	332	3.6	53,491	2.3	239	5.0	40,758	2.8	93	2.1	17,331	1.5
Lumber and basic lumber products	430	4.7	54,707	2.3	224	4.7	27,715	1.9	206	4.8	29,462	2.5
Furniture and finished lumber products	474	5.2	56,575	2.4	257	5.3	34,964	2.4	217	5.0	27,994	2.4
Paper and allied products	260	2.8	40,562	1.7	118	2.4	17,068	1.2	142	3.3	26,295	2.2
Printing, publishing and allied industries	319	3.5	31,422	1.3	150	3.1	20,395	1.4	169	3.9	12,691	1.1
Chemicals and allied products	325	3.6	76,059	3.2	131	2.7	46,930	3.2	194	4.5	37,481	3.2
Products of petroleum and coal	122	1.3	31,023	1.3	56	1.2	18,900	1.3	66	1.5	13,142	1.1
Rubber products	101	1.1	58,839	2.5	57	1.2	43,038	2.9	44	1.0	19,084	1.6
Leather and leather products	222	2.4	48,269	2.0	119	2.5	29,616	2.0	103	2.4	24,125	2.0
Stone, clay, and glass products	285	3.1	75,277	3.2	143	3.0	29,505	2.0	142	3.3	53,369	4.5
Iron, steel, and their products	787	8.6	322,562	13.6	382	7.9	187,527	12.8	405	9.3	164,651	13.9
Transportation equipment (except autos)	280	3.1	227,361	9.6	110	2.3	140,299	9.6	170	3.9	110,097	9.3
Aircraft and parts	107	1.1	101,764	4.3	52	1.1	70,213	4.8	55	1.3	45,699	3.8
Shipbuilding and repairing	131	1.5	108,594	4.6	41	.8	62,473	4.3	90	2.1	52,411	4.4
Other	42	.5	17,003	.7	17	.4	7,613	.5	25	.5	11,987	1.1
Nonferrous metals and their products	231	2.5	73,488	3.1	118	2.4	51,692	3.5	113	2.6	29,537	2.5
Electrical machinery	314	3.4	125,977	5.3	142	2.9	70,790	4.8	172	4.0	65,728	5.5
Machinery (except electrical and automobile equipment)	500	5.5	194,999	8.2	219	4.5	117,939	8.1	281	6.5	92,126	7.8
Automobiles	257	2.8	144,041	6.1	111	2.3	92,191	6.3	146	3.4	152,098	12.8
Miscellaneous manufacturing	229	2.5	33,186	1.4	143	3.0	25,510	1.7	86	2.0	14,343	1.2
Agriculture, forestry, and fishing	27	.3	3,004	.1	14	.3	755	.1	13	.3	2,402	.2
Fishing	4	-------	521	-------	3	.1	121	-------	1	-------	400	-------
Agriculture and forestry	23	.3	2,483	.1	11	.2	634	.1	12	.3	2,002	.2
Mining	243	2.7	66,845	2.8	149	3.1	24,735	1.7	94	2.2	45,254	3.7

Metal mining	53	.6	17,429	.7	32	.7	10,655	.7	21	.5	7,341	.6
Coal mining	118	1.3	41,590	1.8	76	1.6	8,219	.6	42	1.0	35,036	2.9
Crude petroleum and natural gas production	13	.1	2,395	.1	8	.1	2,090	.1	5	.1	352	-------
Nonmetallic mining and quarrying	59	.7	5,431	.2	33	.7	3,771	.3	26	.6	2,525	.2
Construction	60	.7	33,002	1.4	45	.9	31,229	2.1	15	.3	1,953	.2
Wholesale trade	645	7.1	41,509	1.7	349	7.2	28,350	1.9	296	6.8	17,186	1.4
Retail trade	315	3.4	75,653	3.2	226	4.7	64,159	4.4	89	2.1	16,462	1.4
Finance, insurance, and real estate	132	1.4	16,786	.7	56	1.2	12,330	.8	76	1.7	4,456	.4
Transportation, communication, and other public utilities	889	9.7	153,044	6.4	477	9.9	92,200	6.3	412	9.5	69,390	5.7
Motor bus transportation	52	.6	4,509	.2	34	.7	2,812	.2	18	.4	2,618	.2
Motor truck transportation	192	2.1	6,085	.3	141	2.9	5,157	.4	51	1.2	1,215	.1
Water transportation	245	2.7	28,620	1.2	168	3.5	21,010	1.4	77	1.8	8,732	.7
Warehousing and storage	46	.5	1,796	.1	18	.4	590	-------	28	.6	1,475	.1
Other transportation	19	.1	1,026	-------	5	.1	443	-------	14	.3	1,106	.1
Communications	228	2.5	67,238	2.8	57	1.2	32,015	2.2	171	3.9	36,089	3.0
Heat, light, power, water, and sanitary services	107	1.2	43,770	1.8	54	1.1	30,173	2.1	53	1.2	18,155	1.5
Services	187	2.0	16,006	.7	115	2.4	8,797	.6	72	1.7	8,992	.8
Total	9,151	100.0	2,373,361	100.0	4,817	100.0	1,464,017	100.0	4,334	100.0	1,188,088	100.0

NOTE.—The number of workers involved in all cases differs from the sum of workers involved in unfair labor practice cases and representation cases because workers involved in both types of cases at the same time are included in the totals for each type of case but are included only once in the grand total.

TABLE 5.—*Number of cases and number of workers involved in cases received by the National Labor Relations Board 1940–41, by regional offices*

Region	All cases		Unfair labor practice cases		Representation cases	
	Number	Workers involved	Number	Workers involved	Number	Workers involved
1. Boston	577	237,298	313	151,398	264	103,557
2. New York	1,357	202,141	749	109,699	608	116,282
3. Buffalo	181	117,169	94	76,582	87	42,778
4. Philadelphia	431	113,356	196	61,973	235	58,760
5. Baltimore	525	130,842	246	87,091	279	49,920
6. Pittsburgh	265	136,254	145	78,289	120	64,551
7. Detroit	562	176,130	208	95,246	354	190,235
8. Cleveland	512	176,747	309	144,039	203	45,798
9. Cincinnati	420	105,696	229	45,591	191	68,788
10. Atlanta	352	90,438	190	54,267	162	38,650
11. Indianapolis	324	70,358	184	39,746	140	42,319
12. Milwaukee	245	47,238	152	34,065	93	13,975
13. Chicago	562	225,542	243	148,201	319	96,517
14. St. Louis	231	61,354	138	42,475	93	25,629
15. New Orleans	304	76,653	150	54,765	154	25,823
16. Fort Worth	193	32,864	105	14,492	88	19,411
17. Kansas City	244	32,075	141	20,846	103	15,792
18. Minneapolis	285	42,003	167	32,535	118	14,840
19. Seattle	506	68,547	273	37,399	233	34,154
20. San Francisco	286	71,854	151	49,035	135	28,850
21. Los Angeles	635	90,173	354	53,437	281	53,627
22. Denver	153	42,629	80	32,916	73	11,832
Board	1	26,000			1	26,000
Total	9,151	2,373,361	4,817	1,464,087	4,334	1,188,088

NOTE.—The number of workers involved in all cases differs from the sum of workers involved in unfair labor practice cases and representation cases because workers involved in both types of cases at the same time are included in the totals for each type of case but are included only once in the grand total.

TABLE 6.—*Types of unfair labor practices alleged in charges received by National Labor Relations Board 1937–41*

Unfair labor practices alleged	Number of cases showing specific allegations			
	1937–38	1938–39	1939–40	1940–41
Subsections of section 8 of the act				
8 (1)	366	379	330	467
8 (1), (2)	442	205	176	335
8 (1), (3)	2,879	2,008	1,971	2,182
8 (1), (4)	10	7	4	5
8 (1), (5)	1,366	954	697	952
8 (1), (2), (3)	475	183	164	209
8 (1), (2), (4)	1			
8 (1), (2), (5)	157	60	56	63
8 (1), (3), (4)	49	54	32	24
8 (1), (3), (5)	805	668	443	493
8 (1), (4), (5)	2	1		
8 (1), (2), (3), (4)	9	6	4	2
8 (1), (2), (3), (5)	235	87	52	79
8 (1), (2), (4), (5)				
8 (1), (3), (4), (5)	3	4	5	6
8 (1), (2), (3), (4), (5)	8	2		
Recapitulation—By individual subsections of section 8 of the act				
8 (1)	6,807	4,618	3,934	4,817
8 (2)	1,327	543	452	688
8 (3)	4,463	3,012	2,671	2,995
8 (4)	82	74	45	37
8 (5)	2,576	1,776	1,253	1,593
Total cases	6,807	4,618	3,934	4,817

TABLE 7.—*Number of cases and number of workers involved in cases received, closed, and pending 1940–41, by stage and method of closing*

	Cases			Workers involved
	Number	Percent of cases closed	Percent of cases on docket	
Cases pending, July 1, 1940	2,911			1,370,919
Cases received, July 1940–June 1941	9,151			2,373,361
Cases on docket, July 1940–June 1941	12,062			3,744,280
Cases closed, July 1940–June 1941	8,396	100.0	69.6	2,082,036
Cases closed before formal action	7,114	84.7	59.0	1,457,392
Cases settled	4,097	48.8	34.0	656,726
Cases dismissed	1,000	11.9	8.3	349,581
Cases withdrawn	1,981	23.6	16.4	434,496
Cases closed otherwise	36	.4	.3	16,589
Cases closed after formal action	1,282	15.3	10.6	624,644
Cases closed before hearing	108	1.3	.9	16,954
Cases settled	68	.8	.6	12,226
Cases dismissed	8	.1	.1	1,110
Cases withdrawn	31	.4	.3	3,609
Cases closed otherwise	1	(2)	(2)	9
Cases closed after hearing	87	1.0	.7	17,074
Cases settled	46	.5	.4	10,241
Cases dismissed	10	.1	.1	1,474
Cases withdrawn	12	.1	.1	815
Cases closed by compliance with intermediate report	19	.2	.2	4,544
Cases closed otherwise				
Cases closed after Board decision	855	10.2	7.1	455,003
Cases dismissed	218	2.6	1.8	50,029
Cases withdrawn	17	.2	.1	1,703
Cases closed by certification	518	6.2	4.3	351,936
Cases closed by compliance	79	.9	.7	41,712
Cases closed otherwise	23	.3	.2	9,623
Cases closed after court action	232	2.8	1.9	135,613
Cases dismissed	14	.2	.1	11,674
Cases closed by compliance	[1] 188	2.2	1.6	111,747
Cases closed otherwise	30	.4	.2	12,192
Cases pending, June 30, 1941	3,666		30.4	1,662,244

[1] In 156 of these cases, a consent decree was entered.
[2] Less than 0.1 percent.

TABLE 8.—*Number of unfair labor practice cases and number of workers involved in unfair labor practice cases received, closed, and pending 1940–41, by stage and method of closing*

	Cases			Workers involved
	Number	Percent of cases closed	Percent of cases on docket	
Cases pending, July 1, 1940	2,164			1,062,107
Cases received, July 1940–June 1941	4,817			1,464,087
Cases on docket, July 1940–June 1941	6,981			2,526,194
Cases closed, July 1940–June 1941	4,698	100.0	67.3	1,208,005
Cases closed before formal action	4,240	90.3	60.7	980,454
Cases settled	2,113	45.0	30.3	369,216
Cases dismissed	676	14.4	9.7	262,190
Cases withdrawn	1,436	30.6	20.6	341,812
Cases closed otherwise	15	.3	.2	7,236
Cases closed after formal action	458	9.7	6.6	227,551
Cases closed before hearing	26	.6	.4	5,708
Cases settled	17	.4	.2	3,447
Cases dismissed	3	.1	(1)	456
Cases withdrawn	6	.1	.1	1,805
Cases closed after hearing but before issuance of intermediate report on proposed findings	16	.3	.2	4,881
Cases settled	12	.3	.2	3,977
Cases dismissed	1	(1)	(1)	340
Cases withdrawn	3	(1)	(1)	564
Cases closed after issuance of intermediate report or proposed findings	44	.9	.6	9,718
Cases settled	19	.4	.3	3,601
Cases dismissed	5	.1	.1	1,566
Cases withdrawn	1	(1)	(1)	7
Cases closed by compliance	19	.4	.3	4,544
Cases closed after board decision	140	3.0	2.0	71,631
Cases dismissed	38	.8	.5	20,371
Cases withdrawn	3	.1	(1)	7
Cases closed by compliance	79	1.7	1.1	41,712
Cases closed otherwise	20	.4	.3	9,541
Cases closed after court action	232	4.9	3.3	135,613
Cases dismissed	14	.3	.2	11,674
Cases closed by compliance	[2] 188	4.0	2.7	111,747
Cases closed otherwise	30	.6	.4	12,192
Cases pending June 30, 1941	2,283		32.7	1,318,189

[1] Less than 0.1 percent.
[2] In 156 of these cases a consent decree was entered.

TABLE 9.—*Number of representation cases and number of workers involved in representation cases received, closed, and pending 1940–41, by stage and method of closing*

	Cases			Workers involved
	Number	Percent of cases closed	Percent of cases on docket	
Cases pending, July 1, 1940	747			401,016
Cases received, July 1940–June 1941	4,334			1,188,088
Cases on docket, July 1940–June 1941	5,081		100.0	1,589,104
Cases closed, July 1940–June 1941	3,698	100.0	72.8	1,055,243
Cases closed before formal action	2,874	77.7	56.6	609,064
Cases settled	1,984	53.7	39.0	349,078
By recognition of representatives	327	8.8	6.4	32,505
By consent election	1,329	35.9	26.2	270,046
By pay-roll check	328	8.9	6.4	46,527
Cases dismissed	324	8.8	6.4	123,914
Cases withdrawn	545	14.7	10.7	125,784
Cases closed otherwise	21	.6	.4	10,288
Cases closed after formal action	824	22.3	16.2	446,179
Cases closed before hearing	82	2.2	1.6	12,829
Cases settled	51	1.4	1.0	8,429
By recognition of representatives	11	.3	.2	689
By consent election	39	1.1	.8	7,620
By pay-roll check	1	(1)	(1)	120
Cases dismissed	5	.1	.1	906
Cases withdrawn	25	.7	.5	3,485
Cases closed otherwise	1	(1)	(1)	9
Cases closed after hearing	27	.7	.5	5,553
Cases settled	15	.4	.3	4,574
By recognition of representatives	4	.1	.1	1,400
By consent election	11	.3	.2	3,174
By pay-roll check				
Cases dismissed	4	.1	.1	461
Cases withdrawn	8	.2	.1	518
Cases closed after Board decision	715	19.3	14.1	427,797
Cases closed by certification	518	14.0	10.2	383,576
After stipulated election	69	1.9	1.4	24,411
After ordered election	432	11.7	8.5	357,727
Other cases	17	.5	.3	1,438
Cases dismissed	180	4.9	3.5	42,227
After stipulated election	6	.2	.1	5,189
After ordered election	98	2.6	1.9	17,307
Other cases	76	2.1	1.5	19,731
Cases withdrawn	14	.4	.3	1,912
Cases closed otherwise after Board decision	3	.1	.1	82
Cases pending July 1, 1941	1,383		27.2	533,861

[1] Less than 0.1 percent.

TABLE 10.—*Number of cases and number of workers involved in cases closed by the National Labor Relations Board 1935–41, by stage of closing*

	1935–36 [1]			1936–37			1937–38			1938–39			1939–40			1940–41 [2]		
	Cases			Cases			Cases			Cases			Cases			Cases		
	Number	Percent of total	Workers involved	Number	Percent of total	Workers involved	Number	Percent of total	Workers involved	Number	Percent of total	Workers involved	Number	Percent of total	Workers involved	Number	Percent of total	Workers involved
All cases closed	738	100.0	144,312	2,344	100.0	467,807	8,851	100.0	1,845,818	6,569	100.0	1,028,959	7,354	100.0	1,488,020	8,396	100.0	2,082,036
Cases closed before formal action	621	84.1	129,277	2,174	92.7	420,664	8,042	90.9	1,209,097	5,534	84.2	759,680	6,098	82.9	1,090,140	7,114	84.7	1,457,392
Cases closed after formal action	117	15.9	15,035	170	7.3	47,143	809	9.1	636,721	1,035	15.8	269,279	1,256	17.1	397,880	1,282	15.3	624,644
Before hearing							363	4.1	418,866	92	1.4	19,968	87	1.2	17,937	108	1.3	16,954
After hearing										200	3.0	50,172	133	1.8	27,780	87	1.0	17,074
After decision or certification							446	5.0	217,855	743	11.3	199,139	821	11.2	263,737	855	10.2	455,003
After court action													215	2.9	88,426	232	2.8	135,613
Unfair labor practice cases closed	636	100.0	92,725	1,762	100.0	249,886	5,694	100.0	946,575	4,230	100.0	444,106	4,664	100.0	872,651	4,698	100.0	1,208,005
Cases closed before formal action	531	83.5	81,199	1,668	94.7	232,265	5,487	96.4	609,443	3,833	90.6	362,029	4,132	88.6	707,182	4,240	90.3	980,454
Cases closed after formal action	105	16.5	11,526	94	5.3	17,621	207	3.6	337,132	397	9.4	82,077	532	11.4	165,469	458	9.7	227,551
Before hearing							174	3.1	330,584	47	1.1	10,780	39	.8	10,456	26	.6	5,708
After hearing										115	2.7	24,461	69	1.5	14,763	60	1.2	14,599
After decision							33	.5	6,548	235	5.6	46,836	209	4.5	51,824	140	3.0	71,631
After court action													215	4.6	88,426	232	4.9	135,613
Representation cases closed	102	100.0	51,587	582	100.0	217,921	3,157	100.0	899,243	2,339	100.0	584,853	2,690	100.0	615,369	3,698	100.0	1,055,243
Cases closed before formal action	90	88.2	48,078	506	86.9	188,399	2,555	80.9	599,654	1,701	72.7	397,651	1,966	73.1	382,958	2,874	77.7	609,064
Cases closed after formal action	12	11.8	3,509	76	13.1	29,522	602	19.1	299,589	638	27.3	187,202	724	26.9	232,411	824	22.3	446,179
Before hearing							189	6.0	88,282	45	1.9	9,188	48	1.8	7,481	82	2.2	12,829
After hearing										85	3.6	25,711	64	2.4	13,017	27	.7	5,553
After decision or certification							413	13.1	211,307	508	21.7	152,303	612	22.8	211,913	715	19.3	427,797

[1] Covers 9 months from October 1935 to June 1936, only.

[2] The number of workers involved in all cases differs from the sum of the number of workers involved in unfair labor practice cases and representation cases because workers involved in both types of cases at the same time are included in the totals for each type of case, but are included only once in the grand total.

TABLE 11.—*Number of cases and number of workers involved in cases closed by the National Labor Relations Board 1935–41, by nature of closing*

	1935–36 [1]			1936–37			1937–38			1938–39			1939–40			1940–41 [2]		
	Cases		Number of workers involved	Cases		Number of workers involved	Cases		Number of workers involved	Cases		Number of workers involved	Cases		Number of workers involved	Cases.		Number of workers involved
	Number	Percent of total		Number	Percent of total		Number	Percent of total		Number	Percent of total		Number	Percent of total		Number	Percent of total	
All cases closed	738	100.0	144,312	2,344	100.0	467,807	8,851	100.0	1,845,818	6,569	100.0	1,028,959	7,354	100.0	1,488,020	8,396	100.0	2,082,036
Cases settled	331	44.9	40,354	1,429	61.0	325,898	4,609	52.0	934,019	3,069	46.7	374,518	2,888	39.3	345,852	4,211	50.2	679,193
Cases dismissed	125	16.9	24,844	273	11.6	42,569	1,514	17.1	199,599	1,023	15.6	164,513	1,508	20.5	434,731	1,250	14.9	413,868
Cases withdrawn	201	27.2	65,211	539	23.0	73,040	2,220	25.1	487,497	1,840	28.0	304,690	2,124	28.9	414,804	2,041	24.3	440,623
Cases closed by certification	6	.8	2,474	43	1.8	18,249	342	3.9	192,689	364	5.5	123,172	414	5.6	146,732	518	6.2	351,936
Cases closed by compliance with Intermediate Report, Decision, or Court order	56	7.6	5,514	9	.4	4,565	41	.5	7,300	233	3.5	43,259	350	4.8	121,412	286	3.4	158,003
Cases closed otherwise	19	2.6	5,915	51	2.2	3,486	125	1.4	24,714	40	.6	18,807	70	1.0	24,480	90	1.1	38,413
Unfair labor practice cases closed	636	100.0	92,725	1,762	100.0	249,886	5,694	100.0	946,575	4,230	100.0	444,106	4,664	100.0	872,651	4,698	100.0	1,208,005
Cases settled	277	43.6	29,548	1,044	59.3	158,454	2,960	52.0	594,121	2,072	49.0	222,779	1,877	40.2	192,387	2,161	46.0	380,241
Cases dismissed	117	18.4	17,880	244	13.8	27,180	1,115	19.6	73,482	596	14.1	51,639	1,018	21.8	260,664	737	15.7	296,597
Cases withdrawn	171	26.9	38,003	425	24.1	57,061	1,477	25.9	253,756	1,294	30.6	115,831	1,363	29.2	285,194	1,449	30.8	344,195
Cases closed by compliance with Intermediate Report or Decision	56	8.8	5,514	9	.5	4,565	41	.7	7,300	233	5.5	43,259	350	7.5	121,412	286	6.1	158,003
Cases closed otherwise	15	2.4	1,780	40	2.3	2,626	101	1.8	17,916	35	.8	10,598	56	1.2	12,994	65	1.4	28,969
Representation cases closed	102	100.0	51,587	582	100.0	217,921	3,157	100.0	899,243	2,339	100.0	584,853	2,690	100.0	615,369	3,698	100.0	1,055,243
Cases settled	54	52.9	10,806	385	66.1	167,444	1,649	52.2	339,898	997	42.6	151,739	1,011	37.6	153,465	2,050	55.4	362,081
Cases dismissed	8	7.8	6,964	29	5.0	15,389	399	12.7	126,117	427	18.3	112,874	490	18.2	174,067	513	13.9	167,508
Cases withdrawn	30	29.4	27,208	114	19.6	15,979	743	23.5	233,741	546	23.3	188,859	761	28.3	129,610	592	16.0	131,699
Cases closed by certification	6	5.9	2,474	43	7.4	18,249	342	10.8	192,689	364	15.6	123,172	414	15.4	146,732	518	14.0	383,576
Cases closed otherwise	4	3.9	4,135	11	1.9	860	24	.8	6,798	5	.2	8,209	14	.5	11,495	25	.7	10,379

[1] Covers 9 months from October 1935, to June 1936, only.
[2] The number of workers involved in all cases differs from the sum of the number of workers involved in unfair labor practice cases and representation cases because workers included in both types of cases at the same time are included in the totals for each type of case, but are included only once in the grand total.

TABLE 12.—*Number of cases and number of workers involved in cases received, closed, and pending 1940–41, by affiliation of filing party*

	All cases		Cases filed by A. F. of L. affiliates		Cases filed by C. I. O. affiliates		Cases filed by unaffiliated unions		Cases filed by individuals		Cases filed by employers [7]	
	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved
Cases pending, July 1, 1940	[1] 2,911	[1] 1,370,919	1,173	325,426	1,348	870,554	209	133,372	159	38,979	19	1,868
Cases received, July 1940–June 1941	[2] 9,151	[2] 2,373,361	4,261	806,846	3,740	1,161,221	595	157,003	476	236,022	73	6,974
Cases on docket, July 1940–June 1941	[1 2] 12,062	[1 2] 3,744,280	5,434	1,132,272	5,088	2,031,775	804	290,375	635	275,001	92	8,842
Cases closed, July 1940–June 1941	[2] 8,396	[2] 2,082,036	3,876	744,820	3,439	1,030,181	548	129,171	456	165,161	71	7,308
Cases closed before formal action	[3] 7,114	[3] 1,457,392	3,379	488,390	2,803	691,108	418	104,915	451	162,871	57	4,713
Cases settled	[1] 4,097	[1] 656,726	2,116	255,521	1,664	327,449	180	40,354	114	30,478	20	2,379
Cases dismissed	[3] 1,000	[3] 349,581	360	77,538	303	164,381	125	25,577	191	80,365	20	1,470
Cases withdrawn	[4] 1,981	[4] 434,496	885	152,051	828	191,668	105	33,320	144	51,993	17	864
Cases closed otherwise	36	16,589	18	3,280	8	7,610	8	5,664	2	35		
Cases closed after formal action	1,282	624,644	497	256,430	636	339,073	130	24,256	5	2,290	14	2,595
Cases closed before hearing	108	16,954	50	6,627	48	7,893	8	1,545			2	889
Cases settled	68	12,226	29	5,208	36	5,604	2	525			1	889
Cases dismissed	8	1,110	3	67	2	420	2	623			1	[6]
Cases withdrawn	31	3,609	17	1,343	10	1,869	4	397				
Cases closed otherwise	1	9	1	9								
Cases closed after hearing	87	17,074	39	8,362	31	7,896	15	26	2	790		
Cases settled	46	10,241	20	4,161	16	6,054	10	26				
Cases dismissed	10	1,474	5	1,424	2	50	3					
Cases withdrawn	12	815	4	273	6	542	2					
Cases closed by compliance with intermediate report	19	4,544	10	2,504	7	1,250			2	790		
Cases closed otherwise												
Cases closed after board decision	855	455,003	319	212,919	419	217,042	102	21,836	3	1,500	12	1,706
Cases dismissed	218	50,029	75	13,302	103	33,265	36	1,849	1	1,500	3	113
Cases withdrawn	17	1,703	6	85	9	1,618			2	[6]		
Cases closed by certification	518	351,936	198	189,476	252	143,490	59	17,377			9	1,593
Cases closed by compliance	79	41,712	33	5,859	42	35,454	4	399				

Cases closed otherwise	23	9,623	7	4,197	13	3,215	3	2,211				
Cases closed after court action	232	135,613	89	28,522	138	106,242	5	849				
Cases dismissed	14	11,674	5	3,914	9	7,760						
Cases closed by compliance	[5] 188	111,747	70	23,475	115	87,873	3	399				
Cases closed otherwise	30	12,192	14	1,133	14	10,609	2	450				
Cases pending June 30, 1941	[1] 3,666	[1] 1,662,244	1,558	387,452	1,649	1,001,594	256	161,204	179	109,840	21	1,534

[1] Includes 3 cases in which unions of different affiliations filed charges or petitions jointly.
[2] Includes 6 cases in which unions of different affiliations filed charges or petitions jointly.
[3] Includes 1 case in which unions of different affiliations filed charges or petitions jointly.
[4] Includes 2 cases in which unions of different affiliations filed charges or petitions jointly.
[5] In 156 of these cases a consent decree was entered.
[6] Workers involved in these cases have been counted in another case.
[7] These are representation cases only. Employers are permitted to file petitions but not charges.

NOTE.—The number of workers involved in all cases in this table differs from the sum of the number of workers involved in unfair labor practice cases and representation cases given in Appendix Tables 2 and 3 because workers involved in both types of cases at the same time are included in the totals for each type of case, but are included only once in the grand total.

TABLE 13.—*Number of unfair labor practice cases and number of workers involved in unfair labor practice cases received, closed, and pending 1940–41, by affiliation of complaining union*

	All cases		Cases filed by A. F. of L. affiliates		Cases filed by C. I. O. affiliates		Cases filed by unaffiliated unions		Cases filed by individuals	
	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved
Cases pending, July 1, 1940	[1] 2,164	[1] 1,062,107	828	149,009	1,098	773,007	77	100,462	159	38,979
Cases received, July 1940–June 1941	[2] 4,817	[2] 1,464,087	2,245	478,208	1,972	697,917	122	51,190	476	236,022
Cases on docket, July 1940–June 1941	[1 2] 6,981	[1 2] 2,526,194	3,073	627,217	3,070	1,470,924	199	151,652	635	275,001
Cases closed, July 1940–June 1941	[2] 4,698	[2] 1,208,005	2,169	348,042	1,925	648,426	146	45,526	456	165,161
Cases closed before formal action	[2] 4,240	[2] 980,454	1,992	291,601	1,674	483,876	121	41,256	451	162,871
Cases settled	2,113	369,216	1,109	139,441	841	186,862	49	12,435	114	30,478
Cases dismissed	[3] 676	[3] 262,190	239	42,822	231	130,217	14	8,536	191	80,365
Cases withdrawn	[4] 1,436	[4] 341,812	639	107,858	597	166,094	55	15,267	144	51,993
Cases closed otherwise	15	7,236	5	1,480	5	703	3	5,018	2	35
Cases closed after formal action	458	227,551	177	56,441	251	164,550	25	4,270	5	2,290
Cases closed before hearing	26	5,708	12	2,388	14	3,320	----	----	----	----
Cases settled	17	3,447	7	1,656	10	1,791	----	----	----	----
Cases dismissed	3	456	1	36	2	420	----	----	----	----
Cases withdrawn	6	1,805	4	696	2	1,109	----	----	----	----
Cases closed after hearing before intermediate report	16	4,881	11	3,108	4	1,433	1	340	----	----
Cases settled	12	3,977	10	2,944	2	1,033	----	----	----	----
Cases dismissed	1	340	----	----	----	----	1	340	----	----
Cases withdrawn	3	564	1	164	2	400	----	----	----	----
Cases closed otherwise	----	----	----	----	----	----	----	----	----	----
Cases closed after intermediate report	44	9,718	16	3,949	15	4,508	11	471	2	790
Cases settled	19	3,601	3	75	7	3,208	9	318	----	----
Cases dismissed	5	1,566	2	1,363	1	50	2	153	----	----
Cases withdrawn	1	7	1	7	----	----	----	----	----	----

Cases closed by compliance with intermediate report	19	4,544	10	2,504	7	1,250			2	790
Cases closed after board decision	140	71,631	49	18,474	80	49,047	8	2,610	3	1,500
Cases dismissed	38	20,371	9	8,424	27	10,447	1	(6)	1	1,500
Cases withdrawn	3	7	1	7					2	(6)
Cases closed by compliance	79	41,712	33	5,859	42	35,454	4	399		
Cases closed otherwise	20	9,541	6	4,184	11	3,146	3	2,211		
Cases closed after court action	[4] 232	[4] 135,613	89	28,522	138	106,242	5	849		
Cases dismissed	14	11,674	5	3,914	9	7,760				
Cases closed by compliance	188	111,747	70	23,475	115	87,873	3	399		
Cases closed otherwise	30	12,192	14	1,133	14	10,609	2	450		
Cases pending, June 30, 1941	[1] 2,283	[1] 1,318,189	904	279,175	1,145	822,498	53	106,126	179	109,840

[1] Includes 2 cases in which an A. F. of L. affiliate and a C. I. O. affiliate were joint complainants.
[2] Includes 1 case in which an A. F. of L. affiliate and a C. I. O. affiliate were joint complainants, and 1 case in which an A. F. of L. affiliate and an unaffiliated union were joint complainants.
[3] Includes 1 case in which an A. F. of L. affiliate and a C. I. O. affiliate were joint complainants.
[4] Includes 1 case in which an A. F. of L. affiliate and an unaffiliated union were joint complainants.
[5] Includes 156 cases closed after the entrance of a consent decree.
[6] Workers involved in these cases have been counted in another case.

TABLE 14.—*Number of representation cases and number of workers involved in representation cases received, closed, and pending 1940–41, by affiliation of petitioner*

	All cases		Cases filed by A. F. of L. affiliates		Cases filed by C. I. O. affiliates		Cases filed by unaffiliated unions		Cases filed by employers	
	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved	Number	Number of workers involved
Cases pending, July 1, 1940	[1] 747	[1] 401,016	345	190,591	250	132,164	132	71,627	19	6,564
Cases received, July 1940–June 1941	[2] 4,334	[2] 1,188,088	2,016	401,019	1,768	624,453	473	146,367	73	11,704
Cases on docket, July 1940–June 1941	[1 2] 5,081	[1 2] 1,589,104	2,361	591,610	2,018	756,617	605	217,994	92	18,268
Cases closed July 1940–June1941	[1 3] 3,698	[1 3] 1,055,243	1,707	448,315	1,514	450,696	402	136,566	71	15,121
Cases closed before formal action	[1 3] 2,874	[1 3] 609,064	1,387	236,228	1,129	248,745	297	109,495	57	10,051
Cases settled	[3] 1,984	[3] 349,078	1,007	143,888	823	166,336	131	35,368	20	2,941
By recognition of representatives	327	32,505	198	12,862	102	8,199	24	11,343	3	101
By consent election	[3] 1,329	[3] 270,046	608	104,597	617	140,464	84	21,600	17	2,840
By pay-roll check	328	46,527	201	26,429	104	17,673	23	2,425		
Cases dismissed	324	123,914	121	39,451	72	36,309	111	45,522	20	2,632
Cases withdrawn	[1] 545	[1] 125,784	246	50,954	231	39,193	50	27,159	17	4,478
Cases closed otherwise before formal action	21	10,288	13	1,935	3	6,907	5	1,446		
Cases closed after formal action	824	446,179	320	212,087	385	201,951	105	27,071	14	5,070
Cases closed before hearing	82	12,829	38	5,164	34	5,277	8	939	2	1,449
Cases settled	51	8,429	22	3,742	26	3,482	2	316	1	889
By recognition of representatives	11	689	6	96	5	593				
By consent election	39	7,620	15	3,526	21	2,889	2	316	1	889
By pay-roll check	1	120	1	120						
Cases dismissed	5	906	2	141			2	205	1	560
Cases withdrawn	25	3,485	13	1,272	8	1,795	4	418		
Cases closed otherwise	1	9	1	9						
Cases closed after hearing	27	5,553	12	1,682	12	3,816	3	55		
Cases settled	15	4,574	7	1,519	7	3,029	1	26		
By recognition of representatives	4	1,400	2	300	2	1,100				

By consent election	11	3,174	5	1,219	5	1,929	1	26		
By pay-roll check										
Cases dismissed	4	461	3	61	1	400				
Cases withdrawn	8	518	2	102	4	387	2	29		
Cases closed after board decision	715	427,797	270	205,241	339	192,858	94	26,077	12	3,621
Cases closed by certification	518	383,576	198	197,812	252	158,098	59	24,158	9	3,508
Cases closed after stipulated election	69	24,411	12	3,688	48	18,677	6	885	3	1,161
Cases closed after ordered election	432	357,727	174	192,960	200	139,347	52	23,073	6	2,347
Other cases closed by certification	17	1,438	12	1,164	4	74	1	200		
Cases dismissed	180	42,227	66	7,322	76	32,873	35	1,919	3	113
Cases closed after stipulated election	6	5,189			6	5,189				
Cases closed after ordered election	98	17,307	44	3,963	49	12,657	3	579	2	108
Other cases dismissed	76	19,731	22	3,359	21	15,027	32	1,340	1	5
Cases withdrawn	14	1,912	5	94	9	1,818				
Cases closed otherwise after board decision	3	82	1	13	2	69				
Cases pending, July 1, 1941	[1] 1,383	[1] 533,861	654	143,295	504	305,921	203	81,428	21	3,147

[1] Includes 1 case in which unions of different affiliation were joint petitioners.
[2] Includes 4 cases in which unions of different affiliations were joint petitioners.
[3] Includes 3 cases in which unions of different affiliations were joint petitioners.

TABLE 15.—*Forms of remedy, cases closed 1940–41, by affiliation of complaining union*

	All unions	Unions affiliated with A. F. L.	Unions affiliated with C. I. O.	Unaffiliated unions	Individuals
	Cases				
Notices posted	1,187	611	514	28	34
Company unions disestablished	502	121	375	4	2
Workers placed on preferential hiring list	185	69	101	2	13
Collective bargaining begun	1,009	593	383	26	7
	Workers				
Workers reinstated to remedy discriminatory discharge	23,475	9,517	13,151	614	193
Workers receiving back pay	5,181	1,925	2,547	630	79
Back pay awards	$924,761	$286,540	$584,521	$28,860	$24,840
Strikers reinstated	24,427	11,017	13,410		

TABLE 16.—*Number of cases pending before the National Labor Relations Board, June 30, 1941, by status*

Stage of activity	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent of total	Number	Percent of total	Number	Percent of total
Before formal action	2,630	71.7	1,683	73.7	947	68.4
After issuance of complaint or order of investigation	183	5.0	81	3.5	102	7.4
After transfer to the board	275	7.5	126	5.5	149	10.8
After decision	578	15.8	393	17.2	[1] 185	13.4
Total	3,666	100.0	2,283	100.0	1,383	100.0

[1] In most of these cases the decision was a direction of election. These cases are awaiting election or certification following election.

TABLE 17.—*Types of formal action taken by the National Labor Relations Board, 1940–41*

	All cases	Unfair labor practice cases	Representation cases
Complaints issued	309	309	
Orders of investigation issued	886		886
Cases heard	904	235	669
Intermediate reports or proposed findings issued	226	226	
Decisions issued	1,070	327	743
Decisions and orders	217	217	
Decisions and consent orders	110	110	
Elections directed	587		587
Certifications or dismissal on stipulated elections	83		83
Certifications or dismissal on record	73		73

TABLE 18.—*Number and types of elections or pay-roll checks conducted, 1940–41*

Type:	*Number*
Consent	1,932
Stipulated election or pay-roll check leading to certification	102
Ordered elections or pay-roll checks	532
Total	2,566

TABLE 19.—*Number of elections and pay-roll checks and number of votes cast for participating unions, 1940–41*

Participating unions	Number of elections or pay-roll checks conducted	Elections or pay-roll checks won								Votes cast								Against unions	Total valid votes
		By A. F. of L. affiliates		By C. I. O. affiliates		By national unaffiliated unions		By local unaffiliated unions		For A. F. of L. affiliates		For C. I. O. affiliates		For national [3] unaffiliated unions		For local [4] unaffiliated unions			
		Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total	Number	Percent of total		
A. F. L. affiliates [1 2]	921	733	79.6							95,399	74.1							33,315	128,714
C. I. O. affiliates [1]	893			753	84.3							168,802	68.4					77,966	246,768
National unaffiliated unions	48					39	81.3							10,421	71.0			4,258	14,679
Local unaffiliated unions	62							58	93.5							8,827	89.0	1,092	9,919
A. F. L. affiliates-C. I. O. affiliates	335	131	39.1	142	42.4					66,992	34.5	115,052	59.2					12,362	194,406
A. F. L. affiliates-National unaffiliated unions [1]	21	14	66.7			6	28.6			3,682	62.7			2,129	36.2			64	5,875
A. F. L. affiliates-Local unaffiliated unions	96	46	47.9					46	47.9	12,778	50.1					11,720	45.9	1,030	25,528
A. F. L. affiliates-C. I. O. affiliates-National unaffiliated unions	7			4	57.1	1	14.3			275	3.7	3,026	41.2	3,656	49.8			384	7,341
A. F. L. affiliates-C. I. O. affiliates-Local unaffiliated unions	23	2	8.7	6	26.1			1	4.3	1,883	15.3	5,172	42.0			4,136	33.6	1,113	12,304
C. I. O. affiliates-National unaffiliated unions [1]	27			14	51.9	10	37.0					7,646	44.3	5,885	34.1			3,710	17,241
C. I. O. affiliates-Local unaffiliated unions	129			72	55.8			43	33.3			35,921	54.2			25,735	38.8	4,687	66,325
National unaffiliated unions-Local unaffiliated unions	6					2	33.3	4	66.6					353	43.3	431	52.9	31	815
Total	2,568	926	36.0	991	38.6	58	2.2	152	5.9	181,009	24.8	335,619	46.0	22,444	3.1	50,849	7.0	140,012	729,915

[1] Includes 1 election in which an A. F. L. and a C. I. O. affiliate were joint petitioners.
[2] Includes 5 elections in which two A. F. L. unions were on the ballot.
[3] Unions not affiliated with the A. F. of L. or the C. I. O. but drawing their membership from the employees of more than 1 employer.
[4] Unions not affiliated with the A. F. of L. or the C. I. O. and drawing their membership from the employees of 1 employer only.

TABLE 20.—*Number of elections, pay-roll checks, and number of votes cast for participating unions, 1940–41, by petitioning unions*

	Number of elections and pay-roll checks	Number won by petitioner	Percent won by petitioner	Valid votes cast						Percent of total votes cast for petitioner
				For A. F. L. affiliates	For C. I. O. affiliates	For national [12] unaffiliated unions	For local [13] unaffiliated unions	For no union	Total	
A. F. L. affiliates—Petitioners:										
No other party on ballot [1 2]	918	731	79.6	94,833				33,216	128,049	74.1
A. F. L.—C. I. O.[3]	115	53	46.1	28,439	25,370			5,114	58,923	48.3
A. F. L.—National unaffiliated union [4]	13	9	69.2	2,043		1,604		55	3,702	55.2
A. F. L.—Local unaffiliated union [4]	68	40	58.8	9,081			7,555	778	17,414	52.1
A. F. L.—C. I. O.—National unaffiliated union	2	0	0	74	108	38		2	222	33.3
A. F. L.—C. I. O.—Local unaffiliated union	10	1	10.0	1,163	1,009		1,521	831	4,524	25.7
Total [1 2 3 4]	1,126	834	74.1	135,633	26,487	1,642	9,076	39,996	212,834	63.7
C. I. O. affiliates—Petitioners:										
No other party on ballot [1]	891	726	81.5		168,221			77,883	246,104	68.4
C. I. O.—A. F. L.[3 5]	232	107	46.1	42,782	94,147			8,738	145,667	64.6
C. I. O.—National unaffiliated union [6 7]	20	12	60.0		6,294	3,447		3,305	13,046	48.2
C. I. O.—Local unaffiliated union [8]	102	62	60.8		31,042		20,501	4,266	55,809	55.6
C. I. O.—A. F. L.—National unaffiliated union [9]	5	3	60.0	201	2,918	3,618		382	7,119	41.0
C. I. O.—Local unaffiliated union [10]	10	4	40.0	616	3,960		2,587	261	7,424	53.3
Total [1 3 5 6 7 8 9 10]	1,260	914	72.1	43,599	306,582	7,065	23,088	94,835	475,169	64.5
National unaffiliated unions—Petitioners:										
No other party on ballot	48	39	81.3			10,421		4,258	14,679	71.0
National unaffiliated union—A. F. L.[1]	8	4	50.0	1,118		187		11	1,316	14.0
National unaffiliated union—C. I. O.[6]	8	3	37.5		1,722	2,846		428	4,996	57.2
National unaffiliated union-Local unaffiliated union	5	2	40.0			344	398	29	771	44.6
National Unaffiliated Union-C. I. O.—A. F. L.[9]	1	1	100.0	102	862	3,374		41	4,379	77.0
Total	70	49	70.0	1,220	2,584	17,172	398	4,767	26,141	65.7
Local unaffiliated unions-Petitioners:										
No other party on ballot	62	58	93.5				8,827	1,092	9,919	89.0
Local unaffiliated union—A. F. L.[4 11]	29	22	75.8	3,220			4,210	241	7,671	54.9
Local unaffiliated union—C. I. O.[8]	30	15	50.0		5,753		6,067	482	12,302	49.3
Local unaffiliated union-National unaffiliated union	1	1	100.0			9	33	2	44	75.0
Local unaffiliated union—A. F. L.—C. I. O.[10]	7	0	0	282	2,905		2,246	151	5,584	40.2
Total	129	96	74.4	3,502	8,658	9	21,383	1,968	35,520	60.2
Employer-Petitioners:										
A. F. L. alone [1]	4			649				139	788	

C. I. O. alone [1]	3			644			123	767		
A. F. L.-C. I. O.[3]	14			1,086	1,520			121	2,727	
A. F. L.-National unaffiliated union	1			544		339		883	1,766	
A. F. L.-Local unaffiliated union [11]	4			825			479	29	1,333	
C. I. O.-National unaffiliated union [7]	2				168	84		5	257	
C. I. O.-Local unaffiliated union	3				474		206	34	714	
A. F. L.-C. I. O.-Local unaffiliated union	1			4	111		1		116	
Total	32			3,108	2,917	423	686	1,334	8,468	

[1] Includes 1 election in which an A. F. L. and a C. I. O. affiliate were joint petitioners.
[2] Includes 4 elections in which 2 A. F. L. unions were on the ballot.
[3] Includes 24 elections in which both an A. F. L. and a C. I. O. affiliate filed petitions.
[4] Includes 3 elections in which an A. F. L. affiliate and a local unaffiliated union filed petitions.
[5] Includes 2 elections in which a C. I. O. affiliate and an employer filed a petition.
[6] Includes 2 elections in which both a C. I. O. affiliate and a national unaffiliated union filed petitions.
[7] Includes 1 election in which both a C. I. O. affiliate and an employer filed a petition.
[8] Includes 6 elections in which both a C. I. O. affiliate and a local unaffiliated union filed petitions.
[9] Includes 1 election in which both a C. I. O. affiliate and a national unaffiliated union filed petitions.
[10] Includes 5 elections in which both a C. I. O. affiliate and a local unaffiliated union filed petitions.
[11] Includes 1 election in which both a local unaffiliated union and an employer filed a petition.
[12] Unions not affiliated with the A. F. of L. or the C. I. O. but drawing their membership from the employees of more than 1 employer.
[13] Unions not affiliated with the A. F. of L. or the C. I. O. and drawing their membership from the employees of 1 employer only.

CHAPTER IV

PRINCIPLES ESTABLISHED

In previous annual reports we have outlined the important principles enunciated by the Board during the first 5 years of its existence.[1] No attempt will be made in this chapter to repeat that material. While referring on occasion to decisions discussed in previous annual reports we shall devote this chapter to the discussion of new principles which were enunciated by the Board in its decisions issued from July 1, 1940, through June 30, 1941,[2] and the elaboration and extension during this period of the principles already laid down by the Board.

For convenience the chapter has been divided into nine sections:

A. Interference, restraint, and coercion in the exercise of the rights guaranteed in section 7 of the Act: This section deals with cases arising under section 8 (1) of the Act.

B. Encouragement or discouragement of membership in a labor organization by discrimination: This section deals with cases arising under section 8 (3) of the Act.

C. Collective bargaining: This section deals with cases arising under section 8 (5) of the Act.

D. Domination and interference with the formation or administration of a labor organization and contribution of financial or other support to it: This section deals with cases arising under section 8 (2) of the Act.

E. Investigation and certification of representatives: This section deals with proceedings arising under section 9 (c) of the Act. Such proceedings normally include the taking of secret ballots to determine representatives for the purposes of collective bargaining.

F. Adequate proof of majority representation: This section deals with proof of majority under section 8 (5) and section 9 (c) of the Act.

G. The unit appropriate for the purposes of collective bargaining: This section is devoted to a discussion of the principles developed by the Board pursuant to its power under section 9 (b) of the Act to determine the appropriate unit for collective bargaining. The question of the appropriate unit is an issue in cases arising both under section 8 (5) and section 9 (c) of the Act.

H. Remedies: This section deals with the remedies which the Board has applied, pursuant to section 10 (c) of the Act, in cases

[1] The First Annual Report deals with all decisions issued up to June 30, 1936, reported in 1 N. L. R. B.; the Second Annual Report deals with all decisions issued up to June 30, 1937, reported in 1 and 2 N. L. R. B.; the Third Annual Report deals will all decisions issued from July 1, 1937, to June 30, 1938, and reported in 3 to 7 N. L. R. B., inclusive; the Fourth Annual Report deals with all decisions issued by the Board from July 1, 1938, through June 30, 1939, and reported in 8 through 12 N. L. R. B. and the first half of 13 N. L. R. B. The Fifth Annual Report deals with all decisions issued by the Board from July 1, 1939, through June 30, 1940, and reported in 13 through 24 N. L. R. B.

[2] The decisions issued by the Board during this period are reported in 25 through 32 N. L. R. B.

in which it has found that employers have engaged in unfair labor practices.

I. Miscellaneous: This section deals with several problems involving parties, pleading, practice, and procedure before the Board.

A. INTERFERENCE, RESTRAINT, AND COERCION IN THE EXERCISE OF THE RIGHTS GUARANTEED IN SECTION 7 OF THE ACT

Section 7 of the Act provides that—

> 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 concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

Section 8 (1) of the Act makes 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.

As stated in previous annual reports,[3] the Board has consistently held that a violation by an employer of any of the four subdivisions of Section 8 other than subdivision (1) is also a violation of subdivision (1). Moreover, any other employer activity which infringes upon rights guaranteed in section 7, although not specifically described in the Act, is a violation of subdivision (1). The methods by which employers have interfered with, restrained, and coerced employees in the exercise of the rights guaranteed by the Act are numerous and varied. In our previous annual reports we have described the more significant of these methods as revealed in our decisions.[4]

During the past fiscal year, employers were found to have engaged in diverse acts of coercion such as: permitting supervisors to sign a petition opposing the union's contention as to the appropriate bargaining unit in a representation proceeding then pending before the Board;[5] segregating union leaders in an "observation aisle," a spot under the constant scrutiny of a foreman, in order to prevent the employees from engaging in union activity;[6] using employment application forms eliciting information concerning the applicants' union affiliation;[7] requiring employees as a condition of continuing to

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[3] Third Annual Report, at p. 52; Fourth Annual Report, at p. 57; Fifth Annual Report, at p. 32.

[4] Third Annual Report, at pp. 51–65; Fourth Annual Report, at pp. 57–60; Fifth Annual Report, at pp. 32–37.

[5] *Matter of Sorg Paper Company* and *United Paper Workers, Local Industrial Union, No. 112 (C. I. O.)*, 25 N. L. R. B., No. 104. Cf. *Matter of F. W. Woolworth Co.* and *United Wholesale & Warehouse Employees of New York, Local 65, United Retail & Wholesale Employees of America (C. I. O.)*, 25 N. L. R. B., No. 127, enf'd as mod. in *N. L. R. B. v. F. W. Woolworth Co.*, 121 F. (2d) 658 (C. C. A. 2), in which the Board held that the employer had violated section 8 (1) by circulating among its employees a petition requesting the Board to resolve a question concerning representation by secret ballot instead of on documentary evidence of membership as desired by the union. In so holding the Board stated: "by the circulation of the election petition among employees, many of whom were union members, the respondent was inviting such union members to repudiate the position taken by the union leaders, who had produced documentary evidence which might have led to a certification on the record."

[6] *Matter of F. W. Woolworth Co.* and *United Wholesale & Warehouse Employees of New York, Local 65, United Retail & Wholesale Employees of America (C. I. O.)*, 25 N. L. R. B., No. 127, enf'd as mod. in *N. L. R. B. v. F. W. Woolworth Co.*, 121 F. (2d) 658 (C. C. A. 2).

[7] *Matter of Excel Curtain Company, Inc.* and *International Association of Machinists, Lodge No. 1384 (A. F. L.)* and *Factory Committee, Party to the Contract*, 25 N. L. R. B., No. 65; *Matter of Texarkana Bus Company, Inc. and Two-States Transportation Company, Inc.* and *Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (A. F. L.)*, 26 N. L. R. B., No. 63; *Matter of Dannen Grain & Milling Company* and *Flour, Cereal, Feed Mill & Grain Elevator Workers, Federal Union, No. 21008 (A. F. L.)*, 30 N. L. R. B., No. 127.

occupy company-owned dwellings, to enter into individual contracts not to strike so long as stated work remained to be done;[8] circulating a statement, in the midst of bargaining with a union, purporting to be minutes of a bargaining conference, which falsely attributed remarks to a union representative indicating that he was motivated chiefly by self-interest;[9] urging employees while bargaining with a union to sign a petition opposing a strike, although none had been threatened, and notifying the employees that "with [a] strike pending," the company could no longer afford to sell them coal on credit;[10] inducing employees to sign an incomplete and distorted account of what had occurred at a meeting which the employer called to form a company union;[11] ejecting a union representative from the public lobby of a plant while employees looked on, with the admonition that he had better get out of town;[12] promulgating a rule applicable solely to the company's radio engineers, on learning of their union affiliation, forbidding their use of company telephones and their continuing to receive visitors;[13] calling upon a receptionist, the wife of a radio engineer, whose duties did not ordinarily include taking dictation, to prepare letters asking former applicants whether they were interested in obtaining positions as radio engineers, on learning that the company's radio engineers had joined a union;[14] offering employees contracts, which guaranteed a minimum amount of work annually provided that plant operations were not prevented by labor trouble, to induce the employees not to join a union;[15] refusing to permit employees who lived on the dredge where they worked to receive union literature through the mails;[16] and promulgating a plant rule, when an outside union began to organize, forbidding all union activity on company time and property after the employer had permitted similar activity on behalf of a favored inside union which had already completed its organization.[17]

In *Matter of Ford Motor Company*[18] a succession of unfair labor practices occurred, ranging in character from overt intimidation to subtle coercion. Following a lock-out designed to defeat an outside union, the plant reopened, but only those who joined a company-dominated union were rehired. The outside union struck in protest against this discrimination. Throughout the strike, the plant was protected by 150 to 200 policemen, and no serious disorder occurred. Nevertheless, the company required its employees, as "an expression

[8] *Great Western Mushroom Company* and *United Cannery Agricultural, Packing and Allied Workers of America, United Mushroom Workers Local Union, No. 300 (C. I. O.)*, 27 N. L. R. B., No. 79.
[9] *Matter of Union Mfg. Company, Inc.* and *Textile Workers Union of America (C. I. O.)*, 27 N. L. R. B., No. 209.
[10] Ibid.
[11] *Matter of Rudolph and Charles Kudile, co-partners doing business under the name of Kudile Bros. Hasbrouch Heights Dairy* and *Milk Drivers & Dairy Employees Local Union No. 680, A. F. of L.*, 28 N. L. R. B., No. 20.
[12] *Matter of Triplett Electrical Instrument Company et al.* and *United Electrical, Radio & Machine Workers of America, Local No. 714 (C. I. O.)*, 28 N. L. R. B., No. 85.
[13] *Matter of Capital Broadcasting Company, Inc.* and *International Brotherhood of Electrical Workers, Local 443 (A. F. L.)*, 30 N. L. R. B., No. 25.
[14] Ibid.
[15] *Matter of Gates Rubber Company* and *International Brotherhood of Electrical Workers, Local Union No. 68 (A. F. L.)*, 30 N. L. R. B., No. 26.
[16] *Matter of United Dredging Company* and *Inland Boatmen's Division, National Maritime Union, Gulf District (C. I. O.)*, 30 N. L. R. B., No. 118.
[17] *Matter of American Smelting & Refining Company* and *Omaha Smeltermen's Union, No. 461, Intl. Union of Mine, Mill & Smelter Workers (C. I. O.)*, 29 N. L. R. B., No. 69.
[18] *Matter of Ford Motor Company [Kansas City]* and *International Union, United Automobile Workers of America, Local Union, No. 249*, 31 N. L. R. B., No. 170.

of open defiance" of the union, to come to work in so-called "caravans." These were described in the Board's decision as follows:

> The caravans were composed of automobiles, owned and operated by the respondent's employees, which were gathered at a designated place each morning, formed into a long line, and, with one police car leading the procession and others flanking the line, driven through the streets of Kansas City to the respondent's plant. Each evening, employees were taken from the plant in the same manner. The employees in these automobiles equipped themselves with shotguns, revolvers, blackjacks, "knucks," and other weapons.

Many of the blackjacks and "knucks" used by the employees were made in the plant "for use in connection with [the] labor dispute." The police prevented peaceful picketing and in other ways harassed the strikers. The Company "ratified and adopted the course of interference pursued by the police" by taking up a collection in the plant for their benefit. While the Board hearing was in progress, company supervisors induced 272 employees to sign a request that their names be withdrawn from the complaint by threatening that they would never be rehired if they refused to sign. The Board pointed out that the supervisors' conduct was "tantamount to a requirement that [the employees] abandon their union as well as their right to seek redress by the Board." The Board found that the succession of coercive measures noted above was violative of section 8 (1) of the Act.

In *Matter of Weirton Steel Company*,[19] an extensive array of unfair labor practices is presented, the coercive influence of which permeated an entire community. To implement its antiunion policy, the company hired labor spies and employed "special watchmen" who "roamed the streets [of Weirton], trailed the C. I. O. sympathizers, and assaulted S. W. O. C. organizers." It also encouraged the forcible eviction from the plant of employees known to be adherents of the outside union. In addition to these coercive measures, the employer "impressed upon the employees its approval of the Plan, the Security League [company-dominated labor organizations], and the Community League [an association of Weirton businessmen, formed to combat the C. I. O.], and its condemnation of the C. I. O.", "by an endless stream of propaganda." The principal vehicle for this propaganda was the *Weirton Steel Employees Bulletin*, a semimonthly publication, prepared and published by the company's industrial relations department, upon which the company expended more than $70,000 between 1934 and 1937. The Board found that the company had violated section 8 (1) by reason of the aforesaid espionage, assaults, and other intimidation on the part of its "special watchmen," and by reason of coercive statements, some of which appeared in the bulletin.

The rights of self-organization and collective bargaining guaranteed employees by the Act include the right "to receive aid, advice and information from others, concerning these rights and their enjoyment." [20] In industries where the employees must spend virtually all of their time upon the employer's property, it is apparent that the employer can effectively prevent their enjoyment of these rights by denying union representatives access to its property. The Board has

[19] *Matter of Weirton Steel Company* and *Steel Workers Organizing Committee*, 32 N. L. R. B., No. 179.

[20] *Matter of Weyerhaeuser Timber Company, Longview Branch* and *International Woodworkers of America, Local Union No. 36 (C. I. O.)*, 31 N. L. R. B., No. 40.

accordingly held that the exclusion of union representatives from the employer's property under such circumstances constitutes "serious interference" [21] with the exercise of the rights guaranteed in section 7 of the Act. Two cases involving this problem were decided by the Board during the last fiscal year: namely, *Matter of Cities Service Oil Company, et al.* and *National Maritime Union of America, C. I. O.*, 25 N. L. R. B., No. 12, and *Matter of Weyerhaeuser Timber Company, Longview Branch* and *International Woodworkers of America, Local Union No. 36 (C. I. O.)*. In the *Cities Service Oil Company* case, the employer refused to grant passes to go aboard its vessels to representatives of a union which the Board had certified as the statutory representative of the company's unlicensed personnel. The considerations impelling the Board to find that such refusal was violative of the Act were summarized in its decision as follows:

> In conclusion, we find that seamen are in port for a short time with very little time ashore, and then only in small groups; that union halls are not readily accessible and shore delegates few in number with many duties; that seamen spend the few hours they have ashore in normal recreational pursuits; that grievances cannot adequately be settled by ships' committees because of the nature of the industry, the nature of the seamen, and the traditional subservience of the seamen to the master; that grievances cannot be settled effectively ashore in the first instance owing to the impossible practical difficulties to the Union incident to such settlement; that grievance procedures which do not involve access are, in a practical sense, unworkable, and do not afford the seamen the opportunity to bargain collectively concerning their grievances; that the grievance procedure which involves access is prevalent today, and has long been in use, in the shipping industry; that access is common practice in land industries; that such procedure insures to the seamen the benefit gained from representation by expert, non-crew negotiators; that, with access, these representatives may learn the nature of, assess the value of, and properly present grievances on behalf of the seamen; that, without access, these representatives cannot effectively accomplish these important tasks; and that the grievance procedure which involves access is necessary for the protection of the right of the employees to bargain collectively through representatives of their own choosing as guaranteed in section 7 of the Act.

The Circuit Court of Appeals for the Second Circuit sustained the Board in its interpretation of the statute.[22]

In the *Weyerhaeuser* case the employer excluded union representatives from its logging camps, despite the request of its employees that these representatives be permitted to enter the camps. Since the loggers had to live in the camps 5 days a week and dispersed to their widely scattered homes on week ends, the company's refusal to allow the union representatives to enter the camps prevented the employees from obtaining access to these representatives. The Board therefore concluded that their exclusion was in violation of section 8 (1) of the Act.[23]

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[21] Ibid, at p. 8.

[22] *N. L. R. B.* v. *Cities Service Oil Co.*, 122 F. (2d) 149.

[23] It should, moreover, be noted that the union whose representatives were excluded in the *Weyerhaeuser* case, unlike the union in the *Cities Service Oil Company* case, was not the statutory representative when the unfair labor practice was committed. Subsequently, however, the union was certified by the Board as such bargaining representative. (See 29 N. L. R. B., No. 101). It then requested the Board to modify the order in the original proceeding, which required the company to admit to its camps "representatives of labor organizations," so as to require the admittance only of its own representatives. The Board denied its request, stating that the modification sought "would not be consonant with the policies and provisions of the Act" (32 N. L. R. B., No. 59, at page 1). The Board cited in this connection its decision in *Matter of American-West African Lines, Inc.* and *Marine Engineers' Beneficial Association*, 21 N. L. R. B. 691, in which, at p. 704, the Board, in referring to the closed-shop proviso of sec. 8 (3), stated that the proviso—"neither provides nor allows the rendering of assistance or support to [the statutory representative] beyond that existent in conditioning employment on union membership. Were the rule otherwise, what was intended by the Congress merely as an exclusionary

B. ENCOURAGEMENT OR DISCOURAGEMENT OF MEMBERSHIP IN A LABOR ORGANIZATION BY DISCRIMINATION

Section 8 (3) makes it an unfair labor practice for an employer—

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, or in 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 this Act as an unfair labor practice) to require as a condition of employment membership therein, 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.[24]

As pointed out in previous annual reports,[25] the Board, in administering section 8 (3), has been careful not to interfere with the normal exercise by an employer of his right to select or discharge his employees for any reason other than those forbidden by the Act. Accordingly, the Board has never held it to be an unfair labor practice for an employer to hire or discharge, to promote or demote, to transfer, lay off, or reinstate, or otherwise to affect the hire or tenure of employees, or the terms or conditions of their employment for reasons such as personal animosity toward an employee, or even sheer caprice, so long as the employer's conduct is not wholly or in part motivated by anti-union considerations.

Whether or not the activity for which the employee was discharged is union activity is a question that has been presented to the Board in several cases during the past fiscal year. In one of these cases, *Matter of M. F. A. Milling Company*,[26] four union members filed individual suits against their employer to recover for a violation of a State statute prohibiting a wage reduction without 30 days' prior notice. Prior thereto, the union had authorized its president, one of the four complainants, to take appropriate action against the wage reduction that had given rise to the suits. The Board held that the filing of these suits was union activity. In so finding, the Board said:

Baker, the union president, was the moving spirit in this activity and in his conversation with the other three union members, urged them to file suit on the ground that the Union was behind any action which they would take. We find that the four employees filed suits in reliance on this assurance; and that their activity in this respect was union activity.[27]

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clause, removing from the operation of the act agreements of the character set forth in the proviso, could be converted into a license to destroy the basic rights which the act confers."

See also the Report of the Committee on Labor concerning the bill which became the Act, H. R. Report No. 1147, 74th Cong., 1st Sess., pp. 21, 22, which stated, in discussing the power of the majority representative to make agreements more favorable to the majority than to the minority, that such agreements were "impossible, for under section 8 (3) [proscribing discrimination 'in regard to hire or tenure of employment or any term or condition of employment'] any discrimination is outlawed which tends to 'encourage or discourage' membership in any labor organization."

[24] By sec. 9 (a) the representative designated by the majority of the employees in the appropriate collective bargaining unit is the exclusive representative of all the employees in such unit for the purposes of collective bargaining.

[25] First Annual Report, p. 77; Second Annual Report, pp. 69–70; Third Annual Report, p. 65; Fourth Annual Report, p. 60; Fifth Annual Report, pp. 37–38.

[26] *Matter of M. F. A. Milling Company, et al.* and *United Grain Processors, Local 20692 (A. F. L.)*, 26 N. L. R. B., No. 64.

[27] The Board went on to say that "even in the absence of any union, the filing of the suits by the four employees constituted concerted activity of employees for their mutual aid and protection, within the meaning of sec. 7 of the Act * * * [The] discharge of these employees for engaging in such activity constitutes interference, restraint, and coercion within the meaning of sec. 8 (1) of the Act."

A variant of this problem was presented in *Matter of General Shale Products Corporation.*[28] The employer in that case was told by several union members that its men were dissatisfied with the prevailing overtime system, and that the question had been referred to the union's grievance committee. Its response to this information was to call a meeting of its employees at which a company representative told the men that the existing overtime system would be continued, and that no one would be retained in its employ who was "mouthing around" that he was dissatisfied. After these statements were made, each employee was asked whether he was "satisfied" with the prevailing working conditions. Four union members were discharged because their answers did not satisfy the employer. The Board found that, "The interest of the C. I. O. committee and its leaders in this overtime dispute made it clear to the respondent that the action of the discharged employees in this regard was union activity. We so regard it." The Board held, accordingly, that the discharge of these men was unlawful.

The Act protects an employee who undertakes the formation of a labor organization to the same extent that it protects an employee who is active in behalf of a union already in existence. In *Matter of The Ohio Fuel Gas Company,*[29] the discharged employee was the leader in a movement to organize a union. The employer contended that his dismissal could not have discouraged membership in a union since the union which he had attempted to organize had not been chartered when the acts complained of occurred. In rejecting this contention, the Board stated:

> * * * self-organization is most effectively discouraged in the period before a union is well started and is particularly successful where, as here, the leader who tries to form the union is discharged.

In certain cases, the employer has characterized the union activity for which the employee was discharged as misconduct in an effort to justify the discrimination against him. Thus in *Matter of Cudahy Packing Company,*[30] the employer discharged the president of the union, its financial secretary, and the chairman of its grievance committee, allegedly because they had prevented the employees of their respective departments from working for a period of 20 minutes by stopping conveyor chains in those departments. The men discharged took such action at the direction of their union; it was a final gesture of protest against the company's continued refusal to rescind an order to speed the rate of production in those departments. The union had protested the speed-up because it would necessitate the lay-off of a substantial number of employees. The Board found that the work stoppages were, in substance, a partial strike, and as such, lawful concerted activity protected by the Act. It therefore held that the discharges because of such activity were in violation of Section 8 (3) of the Act.[31]

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[28] *Matter of General Shale Products Corporation* and *United Construction Workers Organizing Committee (C. I. O.)*, 26 N. L. R. B., No. 97.

[29] *Matter of The Ohio Fuel Gas Company, a Corporation* and *District No. 50, United Mine Workers of America (C. I. O.)*, 28 N. L. R. B., No. 100.

[30] *Matter of Cudahy Packing Company* and *Local Union No. 60, United Packinghouse Workers of America, Packinghouse Workers Organizing Committee (C. I. O.)* and *Omaha Cudahy Plant Workers' Union, Party to the Contract*, 29 N. L. R. B., No. 133.

[31] The employer argued that the stoppages were sit-down strikes, but the Board found no merit in this contention. It pointed out (1) that no violence or damage to property occurred and that the men were orderly throughout, (2) that company officials were not

Whenever the Board finds that the discharge of employees was actuated by their misconduct, and not by their union membership or activity, the charges of discrimination are, of course, dismissed as unsupported by the evidence. In *Matter of Armour and Company*,[32] for example, the Board found that two prominent union members had been discharged because of misconduct, nothwithstanding that what they did was in furtherance of the union's interest. The Board found (1) that these men had forcibly ejected an employee from their department who was delinquent in the payment of his union dues; (2) that prior to this incident, one of them had on two separate occasions refused to permit nonunion employees to work in the department, despite repeated warnings to desist from such conduct. In holding that the discharges were not discriminatory, the Board said:

* * * Although it appears from the evidence that the respondent knew of the union membership and activity of both Hazel and Campbell, it had shown no disposition to discharge them for that reason. On the other hand, it clearly appears that Hazel and Campbell committed an act without any right or authority to do so. Moreover, Hazel had been warned on two previous occasions that he was exceeding his authority in attempting to prevent a nonunion man from working in the margarine department. Such acts were in derogation of the respondent's right to conduct and manage its plant in its own way. Consequently, it must be inferred that the discharge which immediately followed the ejection of Burns was for that reason and not because of protected union activities. Upon all the evidence, we conclude, as did the Trial Examiner, that Hazel and Campbell were discharged for ejecting Burns from the margarine department.

An employee may be the victim of unlawful discrimination, even though the union activity inducing the discharge was not his and did not occur at the employer's plant. Thus, the discharge of a nonunion employee was found to be discriminatory where the statements of his supervisors made it clear that he was dismissed because of his wife's participation in a strike affecting another employer.[33]

Section 8 (3), of course, prohibits discrimination on the basis of union membership or activity in putting men back to work following a strike.[34] *Matter of Kokomo Sanitary Pottery Corporation*,[35] is an interesting case in this connection. On the settlement of a strike (not caused or prolonged by unfair labor practices), the employer agreed to recall the strikers to work as vacancies should occur, and to establish a preferential rehiring list in their favor. In disregard of its undertaking, however, the company hired new employees when

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excluded from the departments affected, and (3) that the company suffered no financial loss, since the men were docked for the time lost and completed their full day's work. *Cf. Matter of United Dredging Company, New Orleans, Louisiana* and *Inland Boatmen's Division, National Maritime Union, Gulf District (C. I. O.)*, 30 N. L. R. B., No. 118. In that case employees struck in protest against the discriminatory discharge of three prominent members of their union. The strikers were entitled to living quarters aboard the dredge where they worked, and to the freedom of the dredge when off duty. Although the strikers remained aboard the dredge while the strike was in progress, they were orderly and refrained from interfering in any way with the operation of the dredge by nonstriking employees. The Board concluded that their conduct in remaining aboard the dredge was not a sit-down strike and was lawful, especially in view of the employer's failure to order them ashore.

[32] *Matter of Armour and Company [Kansas City, Missouri]* and *Local Union No. 15, United Packinghouse Workers of America, Packinghouse Workers Organizing Committee (C. I. O.)*, 32 N. L. R. B., No. 104.

[33] *Matter of Ford Motor Company [Dallas, Texas]* and *H. C. McGarity, et al.*, 26 N. L. R. B., No. 34, enf'd as mod. in *N. L. R. B.* v. *Ford Motor Co., 119* F. (2d) 326 (C. C. A. 5).

[34] *N. L. R. B.* v. *Mackay Radio & Telegraph Co.*, 304 U. S. 333.

[35] *Matter of Kokomo Sanitary Pottery Corporation* and *National Brotherhood of Operative Potters, Local No. 26 (A. F. L.)*, 26 N. L. R. B., No. 1.

vacancies occurred. The Board found that the strikers "were excluded from consideration solely because of their membership in the Union and their participation in its strike." It held further that the strike settlement agreement constituted "a continuing application for reinstatement by the strikers," and that by virtue of the employer's undertaking to recall the strikers, the company "assumed responsibility for taking the first step toward the resumption of the normal working relationship and relieved each listed striker of the necessity of applying for work precisely when work for him was available." Accordingly, the failure to rehire the strikers was held to be in violation of section 8 (3) of the Act.

Section 8 (4) makes it an unfair labor practice for an employer—

To discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act.

In *Matter of Louis Kramer, et al.*,[36] the employer refused to rehire an employee because of its asserted belief that the charges of discrimination which had been filed in her behalf were false. The Board found its refusal to be in violation of Section 8 (4) of the Act. In so finding, the Board stated:

Section 8 (4) of the Act expressly prohibits discharge or any other form of discrimination against an employee "because he has filed charges or given testimony under the Act." We have found that the respondents determined not to reemploy Silvick because she had filed charges which the respondents deemed "false." The prohibition of the statute against discrimination is effective irrespective of whether the employer believes the charges to be false or whether the ultimate proof sustains their validity. To hold otherwise would be to subject an employee, who invoked the protection of the Act, to the peril of discrimination without redress in every case where the employer considered the charges false or where, for whatever reason, the entire proof after a trial upon the merits failed to sustain the validity of the charges filed. To that extent such holding would nullify the express statutory protection afforded employees against the unfair labor practice condemned by Section 8 (4) of the Act.

C. COLLECTIVE BARGAINING

Section 8 (5) makes it an unfair labor practice for an employer—

To refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9 (a).

By Section 9 (a) the representative designated by the majority of the employees in an appropriate collective bargaining unit is the exclusive representative 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." Accordingly, the Board has held it to be an unfair labor practice within Section 8 (5) for an employer to refuse to negotiate with the statutory representative. The most patent violation of this sort occurs when the employer bluntly refuses to have any discussion with the representative of the majority union. Such was the case in *Matter of Norwich Dairy Company, Inc.*,[37] in which the president

[36] *Matter of Louis Kramer, Henry Kramer and Hilda Kramer, trading as The Kramer Company* and *International Ladies' Garment Workers' Union*, 29 N. L. R. B., No. 135.

[37] *Matter of Norwich Dairy Company, Inc. and Vermont Dairy Company, Inc.* and *International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, Local No. 671 (A. F. L.)*, 25 N. L. R. B., No. 121.

of the company ordered the union's business agent off the premises.[38] It is comparatively seldom, however, that the record discloses such a forthright refusal to bargain. More frequently the refusal is inferred by the Board from conduct of the employer which reveals an intention not to bargain with the accredited union. For example, in *Matter of United Dredging Company*,[39] the employer discriminatorily discharged almost all the members of the majority union upon receiving a bargaining request from the union. The Board held that the mass discharge of these employees "constituted a refusal to bargain within the meaning of the Act." In *Matter of Sorg Paper Company*,[40] an outside union, toward which the employer had been extremely hostile, succeeded in enrolling a majority of the company's employees in both its paper mill and paper bag factory, in spite of the existence in the mill of a labor organization found to be company dominated. To establish its majority status, the outside union instituted a representation proceeding before the Board, in which the union contended that the employees of the mill and of the paper bag factory constituted one bargaining unit. The employer opposed this contention, claiming that the mill employees constituted a separate appropriate unit. The Board upheld the union's contention and ordered an election. Before the result of the election had been announced, the employer granted exclusive recognition to the company-dominated labor organization in its mill. The Board found that, since the outside union was the exclusive representative, such conduct on the company's part was a refusal to bargain with the outside union, within the meaning of Section 8 (5) of the Act.

Previous annual reports[41] have noted a variety of inadequate excuses upon which employers have mistakenly relied in contending that they had been relieved of their duty to bargain collectively. During the past fiscal year the Board rejected the following defenses offered in attempted justification for a refusal to negotiate with the statutory representative: In *Matter of Joseph R. Gregory*[42] the employer ignored a bargaining request which it received from the accredited representative because of a professed doubt that it was subject to the Act. The Board found that the asserted doubt of the employer did not excuse its refusal to bargain. In *Matter of Kellogg*

[38] Shortly after this incident, the company transferred its assets to a corporation subject to the same stock ownership and control. The Board found that the transfer was made to defeat the rights of employees whom the employer had discriminatorily discharged. The Board held that in failing to bargain with the union the successor corporation violated sec. 8 (5) of the Act, and stated the following:

"Had the [predecessor] complied with its duty under the Act, the union would, at the time of the transfer, have been recognized and dealt with as the [statutory representative] of its employees * * *. This right of the employees to representation by an agency of their own choosing cannot be extinguished through a scheme rigged with the purpose and intent of accomplishing such result * * *."

"While there was no specific request made of the [successor], as such, to bargain collectively with the union, such demand had been made on * * * president of [the predecessor corporation], and is deemed for the purposes of this proceeding to constitute a continuing demand on [the same individual] as president of [the successor corporation], conducting the same business in the same plant with the same personnel as [its predecessor.]"

[39] *Matter of United Dredging Company, New Orleans, Louisiana* and *Inland Boatmen's Division, National Maritime Union, Gulf District, (C. I. O.)*, 30 N. L. R. B., No. 118.

[40] *Matter of Sorg Paper Company* and *United Paper Workers, Local Industrial Union, No. 112* (C. I. O.), 25 N. L. R. B., No. 104.

[41] Third Annual Report, pp. 90–92; Fourth Annual Report, pp. 65–66; Fifth Annual Report, pp. 44–45.

[42] *Matter of Joseph R. Gregory (An Individual)* and *United Transport Workers Industrial Union, Local 806 (C. I. O.)*, 31 N. L. R. B., No. 17.

Switchboard and Supply Company[43] the company and two unions consented to an election to be held under the auspices of the Board's Regional Director. The consent election agreement provided that the Regional Director's ruling on objections to the conduct of the election should be final and binding on all parties. The company refused to bargain with the successful union on the ground that the losing union had informed it that it would not be bound by the Regional Director's disallowance of its objections to the conduct of the election. The Board, finding that there was no merit in the employer's position, said: "In the light of the express terms of the consent election agreement the respondent's action in disregarding the Regional Director's ruling that the issue of representation was concluded and in crediting, without inquiry of the Regional Director, the allegation of the [losing union's] petition to the contrary was unwarranted." In *Matter of Clarksburg Publishing Co., et al.*[44] the employer corporation published a Sunday and two daily newspapers; the latter were of opposite political faiths; a separate group of directors determined the editorial policy of each because of their divergent political views. The company, through the directors in charge of one of the newspapers, refused to meet with the majority union on the ground that the union was controlled by editorial employees of the other newspaper. The Board found that, "The duty of an employer to bargain with the duly selected representatives of his employees may not be qualified by a requirement that such representatives be employees of a certain division of the company or, in fact, that they be employees at all." Accordingly, the Board held that the company had failed in its duty to bargain, in violation of section 8 (5) of the Act.

Employers not uncommonly contend that they entertained an honest doubt that a labor organization represented a majority of the employees in an appropriate unit and therefore that they were excused from bargaining with such labor organization even though the Board later found that this labor organization was the exclusive representative. The Fifth Annual Report[45] noted various cases in which the Board overruled such a contention because it was not advanced in good faith. *Matter of H. F. Wilcox Oil and Gas Company*,[46] decided during the last fiscal year, is interesting in this connection. There, the employer, subsequent to a consent election in which it had recognized the appropriateness of including its refinery workers in the bargaining unit, refused to bargain with the successful union with respect to these employees on the ground that it had ceased to be their employer. In support of its contention, the employer asserted at the hearing that it had leased the refinery to its plant superintendent. On examining the purported lease the Board found that it was not a lease "either in law or in fact"; that on the contrary it was an operating

[43] *Matter of Kellogg Switchboard and Supply Co., A corporation* and *American Federation of Labor, through Local B–713, International Brotherhood of Electrical Workers and International Association of Machinists, District No. 8*, 28 N. L. R. B., No. 132.

[44] *Matter of Clarksburg Publishing Co. and Cecil B. Highland, Gertrude M. Highland, and A. F. McCue (directors representing Class A stock), and John A. Kennedy, Bruce Lee Kennedy, and Guy W. Tetrick (directors representing Class B stock)* and *The Newspaper Guild of Clarksburg, No. 118 of The American Newspaper Guild (C. I. O.)*, 25 N. L. R. B., No. 57; enf'd as mod., in 120 F. (2d) 976 (C. C. A. 4).

[45] At pp. 45–46.

[46] *Matter of H. F. Wilcox Oil and Gas Company; Wilcox Refining Division and/or W. M. Fraser* and *Oil Workers International Union, Local 257 (C. I. O.)*, 28 N. L. R. B., No. 19.

agreement only, under which the employer retained unrestricted control of the refinery, including the right to determine its labor relations. The Board found that the employer had violated section 8 (5) of the Act because "the dispute as to the appropriate unit was created by the [employer] solely for the purpose of avoiding the [bargaining] obligation imposed by the Act * * *."

The employer's duty "to accept in good faith the procedure of collective bargaining as historically practiced" includes an obligation to have his representatives available for conferences with the union at reasonable times and places.[47] Thus, in *Matter of Manville Jenckes Corporation and Woonsocket Rayon Company* and *Independent Textitle Union of America*,[48] the employer was found to have failed in this duty because of the departure of its president for Europe in the midst of the bargaining negotiations, without leaving anyone with authority to continue the negotiations. Similarly, the Board found a refusal to bargain in *Matter of Webster Manufacturing, Inc.*[49] because the employer conducted the negotiations through a succession of company officials, each of whom in turn disclaimed authority to conclude a collective bargaining agreement.[50]

It is now well established that the employer, pursuant to his obligation to accept the procedure of collective bargaining as historically practiced, must be willing to embody understandings reached in a binding agreement.[51] In *Matter of Hobbs, Wall and Company*,[52] the employer refused the exclusive representative's demand for a collective bargaining contract and offered to it instead a "statement of policy" which the union could "call" a "contract," and to which "public opinion would give * * * the force of a contract." The Board held that this did not satisfy the mandate of section 8 (5) of the Act.

D. DOMINATION AND INTERFERENCE WITH THE FORMATION OR ADMINISTRATION OF A LABOR ORGANIZATION AND CONTRIBUTING FINANCIAL OR OTHER SUPPORT TO IT.

Section 8 (2) of the Act makes it an unfair labor practice for an employer—

to dominate or interfere with the formation or administration of any labor organization[53] or contribute financial or other support to it.[54]

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[47] Fifth Annual Report, pp. 47–48.

[48] 30 N. L. R. B., No. 60.

[49] *Matter of Webster Manufacturing, Inc.* and *American Federation of Labor On Behalf of International Association of Machinists, Local No. 1346 (A. F. L.), et al.*, 27 N. L. R. B., No. 213.

[50] See also *Matter of Service Wood Heel Company, Inc., doing business under the style and trade name of Russell Heel Company* and *Wood Heel Turners Local 12A, United Shoe Workers of America (C. I. O.)*, 31 N. L. R. B., No. 179, in which the employer was found to have violated sec. 8 (5) because it had delegated the task of meeting with the union representatives to an attorney not empowered to bargain in its behalf.

[51] *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514; see Fifth Annual Report, pp. 48–49, and references therein to earlier annual reports.

[52] *Matter of Hobbs, Wall and Company, A Corporation* and *Lumber and Sawmill Workers, etc.*, 30 N. L. R. B., No. 146.

[53] By sec. 2 (5) of the Act a "labor organization" is defined as "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."

[54] A proviso to the section reads as follows: "*Provided*, That subject to rules and regulations made and published by the Board pursuant to sec. 6 (a), an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay." The Board has not found it necessary to issue any rules or regulations on this point. It should be noted, however, that this proviso was not

The Board has effectuated the clearly expressed intent of section 8 (2) by prohibiting any kind of employer participation in the formation or administration of a labor organization.[55] In determining what constitutes such participation, the Board has taken into consideration the fact that employers necessarily act through numerous individuals. Whether or not the conduct of a particular individual is attributable to the employer must be determined on the facts in each case.[56]

As earlier annual reports [57] have pointed out, the Act condemns indirect as well as direct "financial or other support." An example of indirect financial support is found in *Matter of General Dry Batteries, Inc.*,[58] in which the employer permitted a labor organization to obtain commissions from a dairy company on sales of milk to the employees in the plant, after the dairy company had offered these commissions to the employer.[59] Not infrequently indirect support is given a favored labor organization by discouraging membership in a rival union. An example of such support is afforded in the pressure exerted by an employer to induce its employees to campaign vigorously in support of a bill forbidding "stranger picketing," then pending in the State Legislature, at a time when the employer's plant was closed because of picketing by an outside union. The Board found that this demonstration of hostility to the outside union by the employer was an element of support to the rival inside labor organization.[60]

A subtle attempt to evade section 8 (2) of the Act was presented in *Matter of Precision Castings Company, Inc.*[61] The employer in that case, on learning that an outside union had publicly stated that it represented a majority of the employees in the company's three plants, selected a group of employees in one of its plants, composed chiefly of minor supervisors and persons known to be hostile to the outside union, purportedly to investigate the extent of union organization in another of its plants, where an unaffiliated union had already been established. This group, on arriving at their destination, were told by a company executive that the outside union had no substantial membership, and their attention was directed by this executive to the existence of an unaffiliated labor organization in the plant. They then devoted virtually all of their time to a study of the unaffiliated organization. When they returned from the trip, the group became zealous supporters of an inside union at their plant. The Board held that in appointing the group and financing its trip the employer had contributed support to this inside union.

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intended to permit employer participation in the administration of a labor organization under the guise of conferring with employees. See *Matter of Wilson & Co., Inc.* and *Local Union No. 25, United Packinghouse Workers of America of PWOC (C. I. O.)*, 31 N. L. R. B., No. 69.

[55] Third Annual Report, pp. 109–126; Fourth Annual Report, pp. 69–73; Fifth Annual Report, pp. 49–53.

[56] Many Board decisions dealing with this problem are discussed in previous annual reports. See the Third Annual Report, pp. 110–112; the Fourth Annual Report, pp. 69–70; and the Fifth Annual Report, pp. 49–50.

[57] Fourth Annual Report, p. 71; Fifth Annual Report, pp. 50–51.

[58] *Matter of General Dry Batteries, Inc.* and *International Association of Machinists, Lodge 1238 (A. F. L.), et al.*, 27 N. L. R. B., No. 169.

[59] The Board stated that, "The circumstances are no different than if the respondent had accepted the proposition of the * * * milk company and then turned over the commissions to the bargaining committee."

[60] *Matter of Carpenter Baking Company, et al.* and *Auto Truck Drivers Joint Council No. 50 (A. F. L.)*, 29 N. L. R. B., No. 13.

[61] *Matter of Precision Castings Company, Inc.* and *National Association of Die Casting Workers, Local No. 5 (C. I. O.)*, 30 N. L. R. B., No. 30.

An interesting instance of employer support to labor organizations which the employer favored was presented in *Matter of American Enka Corporation and Textile Workers Union No. 22,129 (AFL)*.[62] After the issuance of a Board complaint charging the company with having dominated certain bargaining committees which had been established in its plant, the company notified its employees of its willingness to defend these committees and polled the employees on whether or not it should oppose the Board's proceeding, in a manner clearly revealing its partiality for the committees.

At times the subservience of a labor organization to the will of the employer is plainly revealed by its actions. Thus, in *Matter of Delaware-New Jersey Ferry Company*,[63] two bargaining committees, originally formed at the employer's suggestion as a buffer against outside unions, became wholly inactive on the suspension of organizational activity by the outside unions. But when such activity was renewed, the committees were revived and were again used as a vehicle for thwarting the membership campaign of the outside unions to which the employer was opposed.

A striking illustration of the use by an employer of a company-dominated union as a component of its effort to crush an outside union is presented in *Matter of Ford Motor Company*.[64] While the plant was shut down following a discriminatory lock-out to discourage membership in the outside union, an unaffiliated labor organization, called the Blue Card Union, came into existence. Aided by company-inspired statements that membership in the Blue Card Union would be a condition of reemployment, the Blue Card Union organizers succeeded in gaining many recruits. When the plant reopened, the Blue Card Union was in effect given "the employer's prerogative of hiring employees." Further to impress upon the employees its approval of the Blue Card Union, the company rewarded the more prominent adherents of the organization with wage increases; it also installed a cafeteria and a parking lot at the mere request of the favored union. These tactics resulted in the apparent displacement of the outside union and the purported substitution of the Blue Card Union as the bargaining representative of the employees reinstated.

Equally successful in preventing employees from exercising their right to self-organization were the employer tactics pursued in *Matter of Weirton Steel Company* and *Steel Workers Organizing Committee*,[65] in which an employer-dominated representation plan[66] was but-

[62] 27 N. L. R. B., No. 171, enf'd in *American Enka Corp.* v. *N. L. R. B.*, 119 F. (2d) 60 (C. C. A. 4)

[63] *Matter of Delaware-New Jersey Ferry Company* and *United Marine Division Local No. 333 (A. F. L.)*, 30 N. L. R. B., No. 120.

[64] *Matter of Ford Motor Company [Kansas City, Mo.]* and *International Union United Automobile Workers of America Local Union No. 249*, 31 N. L. R. B., No. 170.

[65] 32 N. L. R. B., No. 179.

[66] In reviewing the facts impelling it to find that the plan was company-dominated, the Board stated:

"In sum, the respondent formed the Plan; procured its adoption by employees; determined its essential nature, as an unaffiliated organization in which participation, and the chances of control, by the rank and file employees, are reduced to a minimum; during the crucial formative period, had express authority to veto amendment of the Plan and to terminate it; participated in administering the Plan and amending the governing instrument; subsidized the Plan by large annual and other payments to it, by payment of a salary to the Plan chairman while he devoted his entire time to Plan business, by payment of a special monthly salary to the employee representatives, by other special payments to them, by payment of special compensation to Plan election committeemen, and by permission to the employees to engage in Plan activity on company time and property; delegated management power to it in connection with the special watchmen and the

tressed by a second organization,[67] formed to provide the plan with a rank and file membership in order to combat more effectively the outside union.

E. INVESTIGATION AND CERTIFICATION OF REPRESENTATIVES

Section 9 (c) of the Act provides that—

> 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 (c) or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertain such representatives.

By virtue of section 9 (a) of the Act, representatives designated or selected for the purposes of collective bargaining by a majority of the employees in an appropriate unit are the exclusive representatives 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. For an employer to refuse to bargain collectively with such representatives is, by virtue of section 8 (5), an unfair labor practice which the Board is empowered to prevent.

When representatives have been selected by a majority of the employees in an appropriate bargaining unit, the employer's duty to bargain is clear. Frequently, however, a bona fide doubt may exist as to whether or not a majority of the employees in an appropriate unit have selected such representatives. Until resolved, such uncertainty constitutes a formidable obstacle to the practice and procedure of collective bargaining. Section 9 (c) is designed to remove this obstacle by creating machinery for the determination of such representatives.[68] As stated in section 9 (c), this investigatory power may be exercised in conjunction with a proceeding under section 10 to determine whether an employer has committed an unfair labor practice, but the proceeding under section 9 (c) is separate and apart from proceedings involving unfair labor practices. Thus, a proceeding under section 9 (c) results merely in certification that a particular representative has been chosen by a majority of the employees in an appropriate unit, if such in fact is the case, and does not result in an order requiring the employer to cease and desist from an unfair labor practice or to take any affirmative action.

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tin-mill reorganization; encouraged affiliation with the Plan by discrimination in regard to hire and tenure of employment and by other acts of interference, restraint, and coercion; and contributed further support to the Plan, in connection with its elections and other activities through the *Bulletin*, the Security League, and the Community League."

[67] With respect to the Security League [the labor organization formed to provide the Plan with a rank and file membership], the Board summarized its findings as follows:

"The respondent—acting through officials and other supervisory employees, employee representatives, and the Plan, the *Bulletin*, the Community League, and affiliated banks—formed the Security League; subsidized it by contributions, loans, free advertising, check-off, and donation of company time and property; participated in the administration of the Security League; aided it by solicitation, editorials, cartoons, and other coercive publicity in connection with a loyalty pledge, insignia, demonstrations, membership campaigns, and other league activities; and encouraged membership in the Security League by numerous other acts of interference, restraint, coercion, and discrimination. The Security League, including its various units, was a potent device, by which the respondent succored the Plan and frustrated the S. W. O. C. Moreover, in view of the integral relationship between the Plan and the Security League, including its several units, it is clear that by virtue of the respondent's interference with, support, and domination of, the Plan, it has interfered with, supported, and dominated the Security League."

[68] An investigation under sec. 9 (c) involves the determination of many questions which also arise in proceedings involving unfair labor practices, and are treated elsewhere. See sec. F, *infra*, as to what constitutes proof of majority; sec. G, *infra*, concerning the appropriate unit; and ch. VI, *infra*, on jurisdiction.

1. Issuance of Direction of Election or Certification

Section 9 (c) empowers the Board to certify representatives only when a question concerning representation exists. The Board finds that such a question exists whenever the machinery of section 9 (c) can be used to remove obstacles to collective bargaining arising from doubt or disagreement as to the representatives entitled to bargain for employees in an appropriate unit, in accordance with section 9 (a) of the Act. Whether such an obstacle exists is a question of fact to be determined upon the evidence in each case.

As has been stated in prior annual reports,[69] no removable obstacle to bargaining exists, where the petitioning union does not present sufficient proof to establish the probability that it may be selected collective bargaining representative by a majority of the employees in an appropriate bargaining unit. Thus, in *Matter of Montgomery Ward & Company*[70] the petitioning union, the only labor organization involved, established that it represented no more than 209 employees in a unit of 924. Many of the authorization cards had been signed from 4 to 12 months prior to the hearing. The Board dismissed the petition, stating that "We are of the opinion that the Union has not made a sufficient showing of present representation of employees in the alleged appropriate unit to raise a question concerning representation * * *."

The Board, as stated in previous annual reports,[71] has been confronted with the necessity of deciding, in particular cases, whether it should proceed to an immediate election in the face of a collective bargaining contract. The Board has frequently held that as a matter of policy it will not proceed to an election where the contract grants exclusive recognition, is to be effective for a reasonable period of time, and was negotiated with the statutory representative prior to any claim by the petitioning labor organization to represent the employees.[72] The Board so held, in *Matter of Eaton Manufacturing Company*,[73] although it appeared there that the contract had not been authorized or ratified by the membership in accordance with the bylaws of the contracting union.

In *Matter of Hettrick Manufacturing Company*[74] the petitioning labor organization claimed that, prior to the execution of a contract by another labor organization, it "recommended" to the company that they "attempt in some way to determine more clearly who the bargaining representative [is]." The company denied that any such suggestion was made. The Board stated:

> Assuming that the T. W. U. A. [the petitioner] did make an oral claim on February 8, 1940, to represent a majority of the employees, it was not until after the new contract had been made that the T. W. U. A. filed the petition herein. In view of the fact that prior to the execution of the 1940 contract only an oral claim of majority, at best, had been presented to the Company by the T. W. U. A., that it was not until after the 1940 contract had been consum-

[69] Fifth Annual Report, p. 54; Fourth Annual Report, p. 74.
[70] *Matter of Montgomery Ward & Company* and *Office Employees Union, etc.*, 31 N. L. R. B., No. 153.
[71] Fifth Annual Report, pp. 55–56; Fourth Annual Report, pp. 74–75.
[72] *Matter of Leo Hart Co., Inc.* and *Allied Printing Trade Union*, 26 N. L. R. B., No. 12; *Matter of Detroit and Cleveland Navigation Co.* and *National Organization of Masters, Mates, and Pilots of America, A. F. of L., etc.*, 29 N. L. R. B., No. 33.
[73] *Matter of Eaton Mfg. Co.* and *International Union, United Automobile Workers of America, C. I. O.*, 29 N. L. R. B., No. 12.
[74] *Matter of Hettrick Mfg. Co.* and *Textile Workers Union of America*, 25 N. L. R. B., No. 79; cf. *Matter of Adams & Westlake Co.* and *International Association of Machinists, etc.*, 30 N. L. R. B., No. 172.

mated that a petition was filed by the T. W. U. A. and that the showing of representation made by the T. W. U. A. does not create a substantial doubt concerning the Federal's majority at the time the contract was renewed or at the time of the filing of the petition, we are of the opinion that as a matter of policy under the Act and in the interest of the stability of collective bargaining agreements the Board should not, in the circumstances here presented, make a new determination of representatives at this time.

In *Matter of Hatfield Wire and Cable Company* [75] the Board refused to proceed to an immediate election in the face of a collective bargaining contract, although the contract was executed after a petition for investigation and certification was filed, because the contract was entered into pursuant to an understanding which had been made before the petition was filed and in which the petitioning labor organization had acquiesced.

As noted in prior annual reports,[76] a contract which does not provide for exclusive recognition is not a bar to an immediate determination of representatives.[77] Accordingly, and in view of the purposes of the Act, the Board held, in *Matter of Hardy Manufacturing Company*,[78] that such a determination could not be precluded by a contract executed by a committee of the petitioning union which provided for a deferment of the question of exclusive recognition for 6 months.

In *Matter of National Battery Company* [79] the Board ordered an immediate election where the evidence raised substantial doubt as to the continued existence of the contracting union. In *Matter of United Stove Company*,[80] subsequent to the execution of an exclusive recognition contract, the employees took the necessary steps to change the affiliation of their organization: The Board directed an election, stating:

> The Board notes that this case does not involve a contest between rival labor organizations competing for majority representation during the existence of a valid outstanding exclusive bargaining contract, but that substantially the entire membership of Local 630, A. F. L.-U. A. W., acting upon their own initiative, disbanded the local, surrendering its charter, and transferred their affiliation to the C. I. O.-U. A. W.

As has been stated in previous annual reports, the Board will not customarily exercise jurisdiction where a dispute exists solely between unions affiliated with the same parent organization.[81]

Where another labor organization not affiliated with the same parent organization also seeks to represent the employees, the Board has directed that an election be held and that both affiliated organizations, as well as the other organization, be put on the ballot, stating, however, that if as a result of the election either of the affiliated organizations should be certified the

certification would not be a holding that the Foundry Workers or Local No. 655 is the union authorized by the American Federation of Labor to assert juris-

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[75] *Matter of Hatfield Wire & Cable Co.* and *International Brotherhood of Electrical Workers, etc.*, 30 N. L. R. B., No. 53.

[76] Fifth Annual Report, pp. 55–56; Fourth Annual Report, pp. 74 *et seq.*; Third Annual Report, pp. 134 *et seq.*

[77] *Matter of Crescent Bed Co., Inc.* and *United Furniture Workers of America*, 29 N. L. R. B., No. 6a.

[78] *Matter of Hardy Mfg. Co.* and *United Automobile Workers of America, etc.*, 30 N. L. R. B., No. 5.

[79] *Matter of National Battery Co.* and *International Brotherhood of Electrical Workers, etc.*, 28 N. L. R. B., No. 128.

[80] *Matter of United Stove Co.* and *United Automobile Workers of America, etc.*, 30 N. L. R. B., No. 49. Cf. *Matter of Kahn & Feldman, Inc.* and *United Textile Workers of America*, 30 N. L. R. B., No. 45.

[81] See particularly, Third Annual Report, pp. 132–133; Fifth Annual Report, pp. 56–57.

diction over the employees herein involved. As in other cases it will mean that the American Federation of Labor affiliate certified is the exclusive bargaining representative of employees of the Company in an appropriate unit for the purposes of collective bargaining.[82]

In *Matter of Standard Forgings Corporation*,[83] although two A. F. of L. unions made conflicting claims as to the appropriate unit, one was an international and the other was its subordinate. The Board disregarded the position of the subsidiary organization in so far as it was inconsistent with the position of its international, and directed an election. Similarly, no jurisdictional dispute, warranting a dismissal of the petition, was found to exist where two of the three coordinate bodies affiliated with the same parent organization submitted no evidence to show that they represented any of the employees involved in the proceeding.[84]

2. The Direction of Election

(A) DATE OF ELECTION

The Board has adhered to the practice noted in the Fifth Annual Report of providing in the normal case that the election shall be conducted as promptly as is practicable but not later than 30 days from the date of the Direction of Election.[85]

Because unfair labor practices interfere with a free choice of representatives, the Board normally delays elections where charges of unfair labor practices have not been disposed of or the effects of unfair labor practices found have not been dissipated.[86] However, the circumstances may be such that the Board considers that an election may reflect the untrammeled desires of the employees despite the possible existence of unfair labor practices. Thus, in *Matter of Western Union Telegraph Company*,[87] the Board ordered an immediate election despite the pendency of charges of unfair labor practices within section 8 (2) of the Act, where the allegedly company-dominated union made no substantial showing of membership and, accordingly, was not placed on the ballot, and the alleged domination occurred in another division of the company.

(B) ELIGIBILITY TO VOTE

As stated in the Fifth Annual Report, the Board in the normal case determines eligibility to vote on the basis of a pay roll immediately preceding the Direction of Election.[88] However, where the circumstances indicate that eligibility as of some other date may more accurately reflect a free choice of representatives, the Board uses the pay-roll date of such a period. Thus, where a closed shop contract was renewed during the pendency of the representation

[82] *Matter of Campbell, Wyant & Cannon Foundry Co.* and *United Automobile Workers of America, etc.*, 32 N. L. R. B., No. 84; see also, Fifth Annual Report, pp. 56–57.
[83] *Matter of Standard Forgings Corp.* and *Amalgamated Ass'n of Iron, Steel and Tin Workers, etc.*, 26 N. L. R. B., No. 122.
[84] *Matter of Weyerhaeuser Timber Co.* and *International Ass'n of Machinists, etc.*, 30 N. L. R. B., No. 124.
[85] Fifth Annual Report, p. 57.
[86] Fifth Annual Report, p. 57; Fourth Annual Report, p. 77; *Matter of Swift & Co.* and *Independent Packinghouse Union, etc.*, 27 N. L. R. B., No. 148a.
[87] *Matter of Western Union Telegraph Co.* and *A. F. of L., etc.*, 30 N. L. R. B., No. 165. Board Member Edwin S. Smith dissented.
[88] See Fifth Annual Report, p. 57; *Matter of Dain Manufacturing Co.* and *International Association of Machinists*, 29 N. L. R. B., No. 93.

proceeding, the Board directed that the date as of which the contract was renewed be used to determine eligibility.[89] And in *Matter of General Dry Batteries*,[90] where the Board was of the opinion that an exclusive recognition contract, secured by one of the competing unions after the filing of the petition, might unfairly influence new employees in favor of the contracting union, the Board directed that the pay-roll date immediately preceding the execution of the contract be used to determine eligibility.

In addition to providing that employees may vote although not on the designated pay roll if they were ill or on vacation or temporarily laid off, the Board now provides that persons who have been called into military service shall also be eligible to vote.[91] In *Matter of International Harvester Company* [92] the Board held that persons hired temporarily to replace those inducted into military service were likewise eligible to vote, since they had at least a 1-year tenure of employment.

As stated in the Fifth Annual Report, employees temporarily laid off are eligible to vote if there is reasonable expectation of their reemployment.[93] In *Matter of Home Manufacturing Company* [94] although the company kept a list of competent persons laid off each season with intent to secure their services at the beginning of the following season, few such employees were in fact available from year to vear for reemployment. Accordingly, the Board found that there was not sufficient expectation of employment to entitle such persons to vote.

The Board has generally permitted employees hired for a probationary period to vote.[95] Where, however, employees do not have a substantial interest in the terms and conditions of employment, they are not permitted to participate in the election. Thus, in *Matter of American Smelting and Refining Company*,[96] the Board held that students engaged in part-time work in connection with a work-study program did not have such substantial interest and should not be permitted to vote.[97]

Since the Board will not determine in a proceeding under section 9 (c) whether or not employees have been discriminatorily discharged and are thus eligible to reinstatement, employees discharged prior to

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[89] *Matter of Ansley Radio Corp.* and *United Electrical Radio* and *Machine Workers, etc.*, 28 N. L. R. B., No. 121; *Matter of Radio Wire Television, Inc.* and *United Electrical, Radio and Machine Workers, etc.*, 30 N. L. R. B., No. 131.

[90] *Matter of General Dry Batteries, Inc.* and *Battery Workers' Federal Labor Union, etc.*, 29 N. L. R. B., No. 145.

[91] This was first adopted as a general practice in *Matter of Kesterson Lumber Corp.* and *International Woodworkers of America, etc.*, 30 N. L. R. B., No. 14, although it had previously been done at the request of one of the unions involved, in *Matter of Cudahy Packing Co.* and *United Packinghouse Workers of America, etc.*, 29 N. L. R. B., No. 132; *Matter of A. S. Abell Co.* and *Sun Pressroom Employees Ass'n, etc.*, 27 N. L. R. B., No. 139; *Matter of American Enka Corp.* and *Textile Workers Union, etc.*, 28 N. L. R. B., No. 71.

[92] *Matter of International Harvester Co.* and *Federal Labor Union, etc.*, 32 N. L. R. B., No. 3.

[93] P. 58.

[94] *Matter of Home Mfg. Co.* and *International Ladies Garment Workers Union, etc.*, 26 N. L. R. B., No. 96.

[95] *Matter of Nineteen Hundred Corp.* and *United Electrical, Radio and Machine Workers, etc.*, 32 N. L. R. B., No. 73; see also *Matter of Gulf Refining Co.* and *Federal Labor Union, etc.*, 25 N. L. R. B., No. 83.

[96] *Matter of American Smelting & Refining Co.* and *Omaha Smeltermen's Union, etc.*, 29 N. L. R. B., No. 69.

[97] Cf. *Matter of National Copper & Smelting Co.* and *National Ass'n of Casting Workers, etc.*, 30 N. L. R. B., No. 139, where students working from 25 to 100 per cent of the total number of hours worked by regular employees in any period, and covered under a prior contract, were permitted to vote.

the election are normally not eligible to vote.[98] Where, however, charges have been filed alleging that the discharges were in violation of the Act, the Board has provided that the discharged employees be permitted to vote but that their ballots be impounded and not tabulated unless they could affect the results of the election, in which case further action would await the Board's determination of the unfair labor practice charges.[99]

The Board has been faced with the problem of determining whether persons who are hired to fill the places previously occupied by strikers should be permitted to vote along with the strikers, while the strike is still current.[1] In *Matter of Bebry Bedding Corporation*[2] the Board, upon request by the petitioning union unopposed by the company or the other labor organization involved, directed that five persons hired to fill the places of striking employees were not eligible to vote. In *Matter of Eastern Box Company*[3] the company, the petitioner, and an opposing organization entered into an agreement for a consent election. It was further agreed that eligibility to vote should be determined on the basis of the pay roll of February 12. The opposing organization and the company subsequently withdrew from the agreement, whereupon a strike was called by the petitioning labor organization. Under the circumstances, the Board directed that the pay roll of February 12, the pay-roll date which the parties had agreed upon to settle the question of representation, be used to determine the eligibility of voters. However, in *Matter of Rudolph Wurlitzer Company*,[4] upon a showing that a strike not caused by unfair labor practices was called 1 month before any demand for recognition was made, that only 23—out of a unit of 600 employees—had not returned to work, and that their places had been filled by persons hired during the strike from local labor markets, the Board held:

> The persons in question [the 23 hired during the strike] are employees of the Company and as such are entitled to participate in the selection of bargaining representatives of such employees.[5]

(C) THE BALLOT

In order to permit employees a free choice of representatives, the Board places on the ballot all bona fide labor organizations having any substantial interest in the proceeding.[6] Thus, a labor organiza-

[98] *Matter of The American National Co.* and *Mechanics Educational Society, etc.*, 27 N. L. R. B., No. 4; *Matter of Belmont Radio Corp.* and *United Electrical, Radio and Machine Workers, etc.*, 27 N. L. R. B., No. 78. Cf. *supra*, p. 47.

[99] *Matter of Irving Shoe Co.* and *United Shoe Workers of America, etc.*, 26 N. L. R. B., No. 42; *Matter of Rudolph Wurlitzer Co.* and *Piano, Organ, and Musical Instrument Workers' Union, etc.*, 32 N. L. R. B., No. 35.

[1] Cf. Fifth Annual Report, pp. 58–59. Persons hired during a strike but retained after termination of the strike are clearly not ineligible merely because they had been hired during the strike. *Matter of Moulton Ladder Mfg. Co.* and *United Furniture Workers of America, etc.*, 31 N. L. R. B., No. 108; *Matter of National Mineral Co.* and *Upholsterers' International Union, etc.*, 25 N. L. R. B., No. 2. Cf. *Matter of Greene, Tweed & Co.* and *A. F. of L., etc.*, 29 N. L. R. B., No. 170.

[2] *Matter of Bebry Bedding Corp.* and *Federal Labor Union, etc.*, 27 N. L. R. B., No. 77.

[3] *Matter of Eastern Box Co.* and *Baltimore Paper Box and Miscellaneous Workers' Union, etc.*, 30 N. L. R. B., No. 104.

[4] *Matter of Rudolph Wurlitzer Co.* and *Piano, Organ and Musical Instrument Workers' Union, etc.*, 32 N. L. R. B., No. 35.

[5] Chairman Millis also filed a supplementary concurring opinion. Board Member Edwin S. Smith dissented. Cf. Fourth Annual Report, pp. 78–79; Fifth Annual Report, pp. 58–59.

[6] Fourth Annual Report, p. 79; Fifth Annual Report, p. 59.

tion which has had contractural relations with the employer prior to the election has such an interest.[7]

In *Matter of American Enka Corporation*[8] the Board held that an organization, still in its formative stages and presenting evidence that it represented only 200 out of a unit of 2,400 employees, had not established a sufficient interest to entitle it to a place on the ballot.

In *Matter of Ford Motor Company*[9] the Board held that the Ford Brotherhood, not having adduced any evidence of current designation by the employees, was not entitled to a place on the ballot. The Brotherhood introduced in evidence a large number of cards, all signed 3 years prior to the hearing, which designated the Brotherhood representative for a period of 1 year. Since that time no new cards had been signed, no dues had been collected, and no membership meetings had been held. And in *Matter of Donner-Hanna Coke Corporation*[10] the Board held that an employees representation plan, which adduced no evidence except proof that, in an election held more than 1 year before, 96 percent of the employees had voted for representatives under the plan, had not made a sufficient showing to warrant placing its name on the ballot.

A labor organization which has been found by the Board to be company dominated and ordered to be disestablished is not placed on the ballot. In denying a place on the ballot to such a labor organization, in *Matter of New Idea, Inc.*,[11] the Board pointed out that its order of disestablishment is

> final and operative * * * unless and until it is set aside by a court of competent jurisdiction.[12]

The Board does not determine in a representation proceeding whether or not a labor organization is company dominated. But in *Matter of Dow Chemical Company*,[13] pursuant to notice served upon the parties, the Board received evidence at the hearing to determine whether or not one of the labor organizations involved was a successor to or continuation of a labor organization previously ordered by the Board to be disestablished because company dominated.[14]

3. The Direction of a Run-off Election

The Board has continued the practice, noted in prior annual reports, of directing that run-off elections be held under appropriate circumstances.[15] Thus, when requested to do so by one or more of the labor organizations involved, which together received a majority of the

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[7] *Matter of Southern Car and Mfg. Co.* and *International Ass'n of Bridge Structural and Ornamental Iron Workers, etc.*, 29 N. L. R. B., No. 151; *Matter of Kahn and Feldman* and *United Textile Workers of America, A. F. of L.*, 30 N. L. R. B., No. 45.

[8] *Matter of American Enka Corp.* and *Textile Workers Union, etc.*, 28 N. L. R. B., No. 71.

[9] *Matter of Ford Motor Co.* and *United Automobile Workers of America*, 30 N. L. R. B., No. 141.

[10] *Matter of Donner-Hanna Coke Corporation* and *Steel Workers Organizing Committee*, 31 N. L. R. B., No. 172.

[11] *Matter of New Idea, Inc.* and *International Moulders' Union of North America, etc.*, 25 N. L. R. B., No. 33.

[12] The Board's decision, finding the organization company dominated was subsequently sustained by the Seventh Circuit Court of Appeals; 117 F. (2d) 517.

[13] *Matter of The Dow Chemical Co.* and *Brotherhood of Chemical Workers, etc.*, 32 N. L. R. B., No. 123.

[14] *Matter of Dow Chemical Co.* and *United Mine Workers of America, etc.*, 13 N. L. R. B. 993, enforced with modifications requested by the Board, 117 F. (2d) 455 (C. C. A. 6).

[15] Fifth Annual Report, pp. 59–60; Fourth Annual Report, pp. 80–81.

votes cast, the Board directed that a run-off election be held by dropping the "neither" or "none" from the ballot.[16] In *Matter of Walgreen Company*,[17] where, subsequent to the issuance of a direction for a run-off election, one of the organizations asked to have its name omitted from the run-off ballot, the Board directed that the employees be permitted to vote for or against the remaining organization.

In the absence of a request by any of the labor organizations involved, no run-off election is ordered.[18] And, where a plurality of the votes is cast for "neither" or "none" in the original election, the Board has generally refused to direct a run-off election.[19]

4. Objections Pertaining to Elections and Run-off Elections

The circumstances which the Board has held constitute material and substantial objections to the conduct of an election, thus warranting its being set aside, have been discussed in prior annual reports.[20]

In *Matter of Precision Castings Company*,[21] the Board refused to set aside an election because of alleged improper conduct by the company prior to and during the election, where the labor organization involved insisted upon proceeding with the election despite its belief that the company was currently engaged in unfair labor practices and despite the fact that charges alleging such unfair labor practices were pending before the Board.[22]

5. Certification Following an Election

In certifying a labor organization as exclusive representative of employees in an appropriate bargaining unit, after an election, the Board endeavors to carry out accurately the desires of the employees as expressed in the election.[23] In *Matter of Cudahy Packing*

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[16] See, e. g.: Where all labor organizations join in the request—*Matter of Consumers Power Co.* and *International Brotherhood of Electrical Workers*, 27 N. L. R. B., No. 44; *Matter of Standard Oil Co.* and *Esso Tankermen's Association, et al.*, 27 N. L. R. B., No. 82a; *Matter of United States Smelting, Refining & Mining Co.* and *Fairbanks Mine Workers' Union, etc.*, 27 N. L. R. B., No. 83; *Matter of North American Aviation, Inc.* and *United Automobile Workers, etc.*, 29 N. L. R. B., No. 27a; *Matter of Menasco Mfg. Co.* and *United Automobile Workers, etc.*, 29 N. L. R. B., No. 162; *Matter of Kesterson Lumber Corp.* and *International Woodworkers of America, etc.*, 31 N. L. R. B., No. 26; where the only organization requesting the run-off did not receive the highest number of votes—*Matter of Klauber Wangenheim Co.* and *International Longshoremen's & Warehousemen's Union, etc.*, 26 N. L. R. B., No. 29; *Matter of Pennsylvania Greyhound Lines, et al.* and *Brotherhood of Railroad Trainmen*, 27 N. L. R. B., No. 162; *Matter of Elk Tanning Co.* and *International Fur & Leather Workers' Union, C. I. O.*, 29 N. L. R. B., No. 50; *Matter of Vernon Tool Co., Ltd.* and *Metal Trades Council, etc.*, 29 N. L. R. B., No. 78; *Matter of Fairchild Aircraft Division, etc.* and *International Ass'n of Machinists*, 32 N. L. R. B., No. 99.

[17] *Matter of Walgreen Co.* and *Wholesale and Chain Drug Warehouse Employees Union, etc.*, 25 N. L. R. B., No. 6.

[18] *Matter of Armour & Co. of Delaware* and *Federal Local No. 21008, A. F. of L.*, 28 N. L. R. B., No. 25.

[19] *Matter of General Motors Corp.* and *International Union, U. A. W. A. ,etc.*, 25 N. L. R. B., No. 30; *Matter of Emil J. Paidar Co., etc.* and *United Furniture Workers, etc.*, 26 N. L. R. B., No. 134; *Matter of Luders Machine Construction Co.* and *International Ass'n of Machinists, A. F. of L.*, 32 N. L. R. B., No. 180; *Matter of Borden Mills, Inc.* and *Textile Workers Union of America*, 32 N. L. R. B., No. 181. Cf. *Matter of Aluminum Co. of America* and *International Union, United Automobile Workers of America, etc.*, 32 N. L. R. B., No. 47.

[20] Fourth Annual Report, pp. 79–80; Third Annual Report, pp. 147–149.

[21] *Matter of Precision Castings Co., Inc.* and *National Association of Die Casting Workers, etc.*, 27 N. L. R. B., No. 101.

[22] Cf. *Matter of Curtis Wright Corp., etc.* and *Aircraft Lodge 703, etc.*, 35 N. L. R. B., No. 46, decided after the close of the fiscal year.

[23] Fourth Annual Report, p. 81; Third Annual Report, p. 149.

Company[24] the Board directed that a separate election be held among a craft group, stating that in the event the craft employees selected a representative other than the representative selected by the employees in the plant-wide unit, they would constitute a separate unit, but in the event they selected the same representative as the balance of the employees, the Board would find a single unit appropriate. The votes cast by the craft group were equally divided between the two labor organizations involved, whereas the election among the balance of the employees resulted in a choice of the organization advocating the industrial unit. The Board held that the election among the craft group had not resulted in the selection of any bargaining representative.[25] In *Matter of Dain Manufacturing Company*[26] the Board directed two run-off elections, the first among three unions seeking to represent a craft group, and the second between two organizations seeking to represent the industrial group, no union having secured a majority in either group in the first set of elections. In ordering the run-off elections the Board stated:

> However, if no labor organization receives a majority of the votes cast in the run-off election among the [craft group] we shall not hold any further election among them; nor shall we certify any representatives for them.[27]

No set number or percentage of employees is required to vote in an election, to warrant certification. Thus, in *Matter of Butler Specialty Company*,[28] although only 71 employees out of a unit of 303 participated in a run-off election, the Board certified the organization receiving a majority of the votes cast. The Board noted that the employer had refused to cooperate in arrangements for the election by refusing, *inter alia*, to post notices of the election in the plant.

However, the number voting may be so small, or the circumstances such, that the Board concludes that some further action should be taken. Thus, in *Matter of Weinberger Sales Company*,[29] the Board found that only 54 employees out of a unit of 540 had participated in the election, and directed that further balloting be conducted among employees who had not participated.

F. ADEQUATE PROOF OF MAJORITY REPRESENTATION WHERE NO ELECTION IS HELD

There were no significant additions in the past fiscal year to the material covered in previous annual reports on proof of majority required in representation and unfair labor practice cases where the majority is established by means other than an election.[30]

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[24] *Matter of Cudahy Packing Co.* and *United Packinghouse Workers of America, etc.*, 29 N. L. R. B., No. 132.

[25] *Ibid.*, 32 N. L. R. B., No. 12. Board Member Edwin S. Smith, dissenting, urged the certification of the industrial union for both groups, since the craft group had not voted itself out of the industrial unit.

[26] *Matter of Dain Mfg. Co.* and *International Ass'n of Machinists, etc.*, 32 N. L. R. B., No. 70.

[27] Board Member Edwin S. Smith, dissenting, urged the disposition suggested by him in the *Cudahy* case, *supra*, footnote 25.

[28] *Matter of Butler Specialty Co., etc.* and *United Furniture Workers of America, etc.*, 29 N. L. R. B., No. 82.

[29] *Matter of Weinberger Sales Co., Inc.*, and *United Dock and Fruit Workers Union, etc.*, 28 N. L. R. B., No. 26.

[30] Fifth Annual Report, pp. 60–63; Fourth Annual Report, pp. 81–82.

G. THE UNIT APPROPRIATE FOR THE PURPOSES OF COLLECTIVE BARGAINING

1. In General

Section 9 (b) of the Act provides that—

> 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 this act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof.

Such a determination is required in two types of cases: (1) cases involving petitions for certification of representatives, pursuant to section 9 (c) of the Act, and (2) cases involving charges that an employer has refused to bargain collectively with the representatives of his employees, in violation of section 8 (5) of the Act. In each instance, a finding as to the appropriate unit is indispensable to the ultimate decision.

As pointed out in previous annual reports,[31] the complexity of modern industry, transportation, and communication, and the numerous and diverse forms which self-organization among employees can take and has taken, preclude the application of rigid rules to the determination of the unit appropriate for the purposes of collective bargaining. In attempting to ascertain the groups among which there is that mutual interest in the objects of collective bargaining which must exist in an appropriate unit, the Board takes into consideration the facts and circumstances existing in each case.[32] Thus, in *Matter of Shipowners Association of the Pacific Coast*,[33] the Board stated the following:

> The parties are not in dispute that comparatively uniform standards for longshoremen should prevail all along the Pacific Coast. This is the ideal and was eagerly sought by the union leaders and the articulate rank and file until the split occurred in the longshoremen's organization in 1937. The Board, however, must decide upon the appropriate unit not under ideal conditions but under all the circumstances in each case.[34]

The factors which the Board considers in determining which unit or units are appropriate have been set forth in detail in prior annual reports.[35] During the last fiscal period these factors have been weighed and evaluated in numerous cases. A number of the more interesting of these decisions have been selected for discussion.

2. Scope of the Unit: Industrial, Craft or Departmental

The Board must determine frequently whether the appropriate unit or units are industrial, including practically all the employees in the plant; semi-industrial, including a majority of the employees; multicraft, including skilled workers; craft, including one group of skilled workers; or some other unit, including part of the employees.

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[31] Third Annual Report, p. 160; Fourth Annual Report, p. 82; Fifth Annual Report, p. 63.
[32] See Fourth Annual Report, pp. 82–3; Fifth Annual Report, p. 64.
[33] *Matter of Shipowners Association of the Pacific Coast etc.* and *International Longshoremen's Association, etc.*, 32 N. L. R. B., No. 124.
[34] "See sec. 9 (b) of the Act."
[35] Fourth Annual Report, pp. 82–97; see also Fifth Annual Report, pp. 63–72, and Third Annual Report, pp. 160–180.

In *Matter of Bethlehem Steel Company*[36] the petitioning labor organization urged the establishment of a unit of approximately 35 pattern makers and pattern-maker apprentices at Sparrows Point where 25,000 persons were employed. The opposing organization contended for an industrial unit of all employees of the company or, in the alternative, of all employees at the Sparrows Point shipyard, and requested, accordingly, that the petition for the smaller unit, be dismissed. The pattern makers and apprentices worked in one department in a separate building. The craft union had had members among the pattern makers for 25 years and had bargained with the company on behalf of its members concerning rates of pay. It carried insurance and sick and death benefits for its members, had a strike fund, and maintained an employment agency. The industrial union began organization in 1936 and obtained wage increases throughout the industry, which had accrued to the benefit of the pattern makers. It claimed no members, however, among the pattern makers at Sparrows Point. Under these circumstances, and in view of the further fact that pattern makers constitute a well established and highly skilled craft requiring a long apprenticeship, the Board found the unit of pattern makers and pattern-maker apprentices to be appropriate.

In *Matter of Dain Manufacturing Company*[37] a labor organization petitioned for a unit of machinists. Two opposing organizations requested the establishment of an industrial unit which would include the machinists with other employees. All three organizations had members among the machinists but there was no history of collective bargaining in the plant by the craft or the industrial unions. Many of the machinists were highly skilled and had served an apprenticeship. They worked in a department separated from other employees, were required to purchase some of their own instruments, and were paid on a different basis than other employees. On the other hand the operations in the plant were highly integrated, thus tending to establish the appropriateness of an industrial unit. The Board held that under these circumstances either unit might be appropriate and that the determinative factor should be the desires of the employees.[38] Accordingly, it directed that a separate election be held among the machinists to determine whether they wished to constitute a separate unit or be merged into the industrial unit.

In *Matter of Staley Manufacturing Company*[39] three craft unions petitioned for separate craft units composed, respectively, of electrical workers, machinists, and carpenters. A fourth organization urged a semi-industrial unit of all production and maintenance employees, excluding those claimed by the three craft groups. These four organization were affiliated with the same parent organization. A fifth organization, unaffiliated with any other body, claimed that the appropriate unit consisted of all production and maintenance employ-

[36] *Matter of Bethlehem Steel Company, etc.,* and *Pattern Makers League, etc.,* 32 N. L. R. B., No. 176.
[37] *Matter of Dain Manufacturing Co.* and *International Association of Machinists,* etc., 29 N. L. R. B., No. 93.
[38] Cf. Third Annual Report, pp. 167–168.
[39] *Matter of A. E. Staley Mfg. Co.* and *United Grain Processors Union,* etc., 31 N. L. R. B., No. 161.

ees at the plant. The company classified its employees as mechanical or process workers. Process workers included production and maintenance employees engaged in manufacturing and maintenance of the machines involved. Mechanical workers included maintenance employees who worked throughout the plant. The electricians and carpenters were classified as process workers. Some of the machinists were classified as mechanical and others as process employees. The electricians, carpenters, and machinists, as well as several other groups of highly skilled craft employees, worked throughout the plant, and transfers from one type of work or from one department to another were frequent. Company rules concerning wages and conditions of employment were plant-wide and seniority privileges were based upon length of service in the plant. The industrial union had previously secured a one-year contract with the company as representative of its members, which was negotiated on a plant-wide basis. Moreover, the organization urging a semi-industrial unit had originally organized and petitioned for a plant-wide unit. Organization and bargaining in another plant of the company as well as in the industry generally had proceeded on an industrial basis. Under these circumstances, the Board found the plant unit appropriate.

3. Multiple-plant and System Units

The Board must also frequently determine whether the employees of one, several or all plants of an employer, or the employees in part or in all of a system of communications, transportation, or public utilities, constitute a unit appropriate for the purposes of collective bargaining.

In *Matter of Libbey-Owens-Ford Glass Company*,[40] a labor organization, previously certified by the Board as the exclusive representative of the employees at all seven plants of the company,[41] filed charges alleging that the company had refused to bargain collectively with it concerning one of these plants, at Parkersburg. An opposing organization filed a petition requesting certification as the representative of the employees of the Parkersburg plant. The Board found that the Parkersburg plant constituted an appropriate bargaining unit, dismissing the charges that the company had refused to bargain collectively with the charging organization.[42] The Board stated:

> The Parkersburg plant, as we pointed out in our Decision and Certification of Representatives of January 30, 1939, has a history of separate organization and bargaining. Since January 30, 1939, the respondent [the employer], faced with the conflicting claims of the Federation [certified representative] and the National [petitioner] has refused to bargain with either as the representative of the Parkersburg employees. The Federation had no members at the Parkersburg plant when it was certified, and it has apparently gained none in the period of approximately 2 years which has elapsed since the prior proceeding. There is no showing that it now has any representation there. The record shows, and it is not disputed, that the National is and has been the designated representative of almost all the employees at the Parkersburg plant.

[40] *Matter of Libbey-Owens-Ford Glass Co.* and *Federation of Glass, Ceramic and Silica Sand Workers*, etc., 31 N. L. R. B., No. 38.
[41] *Matter of Libbey-Owens-Ford Glass Co.* and *Federation of Flat Glass Workers*, etc., 10 N. L. R. B. 1470.
[42] Board Member Edwin S. Smith dissented.

In *Matter of Cluett, Peabody & Company* [43] the petitioning labor organization requested a unit confined to the Atlanta, Georgia, plant of the company. A rival organization, urging that the other three plants of the company located at Troy and Corinth, New York, and Leominster, Massachusetts, should be joined with the Atlanta plant in a single unit, moved that the petition be dismissed. The main offices and planning department for all four plants were in Troy, New York. All purchases of raw materials, all allocation of work, and substantially all assembly of finished products, were handled at Troy. Likewise, conditions of employment, including wages, hours, and the adjustment of all except minor grievances, were determined by or subject to the approval of the Troy office. However, each plant had its own pay roll, its own plant manager with authority to settle minor grievances, and separate wage rates. There was no interchange of employees between plants and transfer of semifinished products was rare. The method of manufacture in the Atlanta plant varied from that of the other plants. The organization desiring the four-plant unit had conferred in the past with representatives of the company and secured some benefits for the employees and had engaged in a strike affecting all four plants, but had not demanded or received exclusive recognition at any of the plants until after the filing of the petition for investigation and certification of representatives. Although the contract then negotiated treated all four plants of the company as a single unit, the contracting organization refused at the hearing to submit evidence of its membership in any but the Atlanta plant. The petitioner had also dealt with the company concerning grievances of its members and had limited its organization to the Atlanta plant. The Board found [44] that under these circumstances, the Atlanta plant constituted an appropriate bargaining unit.

In *Matter of ET&WNC Motor Transportation Company* [45] the petitioning labor organization contended for a unit composed of employees throughout the company's operations extending through the States of North Carolina, South Carolina, and Tennessee. A rival organization, which had limited its organizational activities to 5 of the 15 terminals in Tennessee, sought a unit comprising the employees at these 5 terminals. The Board, in finding the system-wide unit appropriate pointed to the following:

> * * * the system is operated as a closely knit unit. Wages and working conditions are unifom throughout the entire system and the transportation of freight from one terminal to another inevitably brings employees of all terminals into close association with each other. Because the operation, management, and organization of a system of transportation as a single, closely integrated enterprise results in an intimate relationship and interdependence in the work and interests of the employees involved, the Board has generally found the system-wide unit to be appropriate if organization has proceeded sufficiently far. And it appears from the record that [petitioner] has members in all but a few small terminals. Under these circumstances, we find the system-wide unit to be appropriate.

[43] *Matter of Cluett, Peabody & Co., Inc.* and *United Garment Workers of America*, etc., 31 N. L. R. B., No. 79.
[44] Board Member Edwin S. Smith dissenting.
[45] *Matter of ET&WNC Motor Transportation Co.* and *Drivers and Warehousemen's Union*, 30 N. L. R. B., No. 73.

4. Multiple Employer Units

In determining whether or not the employees of two or more companies should be joined in one unit, the Board distinguishes between companies interrelated through common ownership and management, and competing companies. In the former category the same principles are applied as if the question arose in connection with the joining of one or more plants of a single employer.[46]

In *Matter of Gettysburg Furniture Company*[47] the companies opposed the request of the petitioning labor organization for a unit consisting of the employees of three plants, each owned and operated by a separate corporation. Two of the corporations were under common control of four stockholders who held a majority of the voting stock of each, while a majority of the stock of the third corporation was controlled by the other two corporate entities. All three plants were under common management, certain facilities were commonly shared by all, there was some interchange of employees, and certain products were manufactured in one plant for use in the other two plants. Each plant had a separate superintendent, the products manufactured in each differed, and there was some difference in wage rates. Since 1937 the petitioning organization had unsuccessfully sought to bargain on a single unit basis. While required, by virtue of the companies' opposition, to negotiate separate contracts for each of the three plants, the contracts were identical. Likewise, in 1937, the companies appointed a "personnel committee" composed of two individuals to serve as mediators between the companies and the contracting organization. Thereafter negotiations were carried on by the "personnel committee" for all the companies. The companies by joint or identical action had in other respects also acted as a single entity. The Board held:

> Since the Companies are under common control, they have a unitary labor policy, the negotiations between the Companies and the Union have been identical, and the only labor organization involved has for a considerable length of time believed that its interests would be best served by a three-plant unit, we are of the opinion that the three plants constitute an appropriate unit.

In *Matter of Baby Line Furniture Company*,[48] upon an employer petition for an investigation and certification of representatives, the two companies and one of the two labor organizations involved asserted that the appropriate unit consisted of employees of both companies, whereas the other labor organization contended that the employees of each company constituted a separate appropriate unit. The companies manufactured different and unrelated products and maintained separate pay rolls. They were commonly owned and operated and occupied the same building. Some employees of each of the companies performed services for the other, although paid entirely by the company on whose pay roll they were carried. Although a single contract covering employees of both companies had been negotiated in 1937, it contained different provisions for the

[46] See Fourth Annual Report, pp. 92–93; Fifth Annual Report, p. 69.
[47] *Matter of Gettysburg Furniture Co. etc.* and *United Furniture Workers of America, etc.*, 25 N. L. R. B., No. 115.
[48] *Matter of Baby Line Furniture Co., et al.* and *Furniture Workers Union, etc.*, 25 N. L. R. B., No. 91.

employees of each. It also appeared that separate contracts for employees of each of the companies had been negotiated thereafter. Under these circumstances, the Board held that the desires of the employees should be determinative and directed that separate elections be held among the employees of each company.

Where the proposed unit includes employees of independent and competing companies, the Board finds such a unit appropriate only if in addition to the existence of otherwise appropriate circumstances, there exists an association of employers or other employers' agent, with authority to bargain collectively and enter into collective bargaining agreements.[49]

In *Matter of Kausel Foundry* [50] a labor organization petitioned for a unit limited to employees of a single company. A rival organization, urging the inappropriateness of this unit, moved that the petition be dismissed. The record established that since 1938, this company had been represented by a Foundrymen's Committee, which had bargained for this company and others, and in their behalf had entered into successive collective bargaining agreements establishing a single unit composed of the employees of the several companies. There was considerable interchange of employees between the companies represented by the Foundrymen's Committee and they maintained substantially similar wages, hours, and working conditions. The Board found that under these circumstances a unit limited to the employees of one of these companies was inappropriate.

In *Matter of Shipowners Association of the Pacific Coast* [51] the Board permitted the longshoremen employed in the ports of Anacortes, Port Angeles, and Tacoma, Washington, to determine whether they wished to constitute three separate port-wide units or whether they wished to be merged with a coast-wide unit of longshoremen.[52] In 1938, the Board had certified International Longshoremen's and Warehousemen's Union as the collective bargaining representative for a coast-wide unit including longshoremen in the ports of Anacortes, Port Angeles, and Tacoma.[53] Subsequently, the certified representative entered into contracts with the employers' associations establishing uniform wages, hours, and other conditions of employment for the Pacific Coast. However, exceptions were made in the contracts as to the applicability of certain provisions, including those relating to preferential employment and maintenance of hiring halls, to the three ports in question. International Longshoremen's Association, claiming that the coast-wide unit was inappropriate and further claiming to be the representative of longshoremen in the ports of Anacortes, Port Angeles, and Tacoma, consistently refused to recognize the right of the certified representative to act for the longshoremen in these three ports and on numerous occasions took action independent of and in defiance of the contract and the authority of the certified representatives. Its right to take independent action had been sustained in one instance by an arbitrator, appointed

[49] See Fourth Annual Report, p. 93; Fifth Annual Report, p. 69.
[50] *Matter of John Kausel, etc.* and *International Moulder's Union, etc.*, 28 N. L. R. B., No. 137.
[51] *Matter of Shipowners Association of the Pacific Coast, et al.* and *International Longshoremen's Association, etc.*, 32 N. L. R. B., No. 124.
[52] Board Member Edwin S. Smith dissented.
[53] *Matter of Shipowners Association of the Pacific Coast, et al.* and *International Longshoremen's and Warehousemen's Union, etc.*, 7 N. L. R. B. 1002.

pursuant to the contract, who found that the ports of Anacortes, Port Angeles, and Tacoma had been treated as "exception" ports in the contract negotiated by the certified representative and the employer associations. The employers had likewise recognized, in at least some respects, the authority of the International Longshoremen's Association to act for the longshoremen in these three ports. Further, the longshoremen in these ports had consistently refused to become members of the certified representative. The Board stated, in part, the following:

> As the Board pointed out in its previous decision, the organization of the employers on a coast-wide basis, the need for uniformity in basic wages, hours, and working conditions over the entire Coast, and the history of collective bargaining on a coast-wide basis since 1934 are persuasive of the appropriateness of a coast-wide unit. That decision was concerned primarily with establishing the appropriateness in general of the coast-wide unit. In view of the contentions which the parties stressed, the Board's attention at that time was not directed to the possibility that while the coast-wide unit was in general appropriate, certain ports might be exceptional and that the employees at those "exception ports" should be given an opportunity to determine whether or not they should be excluded from the broad unit. The present record and the contentions now made call for a determination by the Board as to whether special factors in respect to the ports of Tacoma, Port Angeles and Anacortes require that the employees of these three ports be given a "Globe" election.

After a consideration of the events which followed the certification, the Board concluded:

> If the I. L. W. U. had extended its organization to the "exception ports," if the longshoremen in these ports, or a sufficient portion of them, had joined the I. L. W. U. so that a coast-wide agreement could have been effectively extended to these ports and effectively administered in the ports, a different question would be presented to the Board. Then the question would have been whether a portion of the employees in an appropriately established and practically functioning bargaining unit could be properly set apart as a separate bargaining unit. The Board has consistently held that under such circumstances the established appropriate unit could not be split and a smaller unit set up. In the present case, however, the question presented is quite different. The so-called "exception ports" were separately represented at the time the coast-wide unit was found, they have continued to exist for 3 years since that time, and the employees at these ports have at no time been given an opportunity to choose for themselves whether they desire to be represented in the larger coast-wide unit.
>
> Since the I. L. W. U. has never had any members among the longshoremen of Tacoma, Port Angeles or Anacortes and the I. L. A. has been designated by all, or almost all, of the longshoremen at these ports, and these ports have been treated as exception ports, we shall allow the desires of the employees of these ports to determine whether they shall function as separate bargaining units or as part of the coast-wide unit.

5. Inclusion or Exclusion of Supervisory and Miscellaneous Categories of Employees

In *Matter of Holgate Brothers Company*[54] two competing labor organizations disagreed as to whether foremen should be included in an industrial unit. Foremen were held responsible for the quantity and quality of work, had complete charge of employees and had authority to lay off and discharge employees. Although some of the foremen engaged in manual work, none of them did so more than 25

[54] *Matter of Holgate Bros. Co. and United Retail and Wholesale Employees, etc.*, 31 N. L. R. B., No. 76.

percent of the time. The Board held that under these circumstances the foremen should be excluded from the unit. In *Matter of Johnston Glass Company*,[55] the two labor organizations involved agreed upon the exclusion of supervisory employees from a unit of production and maintenance employees, but disagreed as to whether certain specified employees were supervisors. In including the employees in the unit found appropriate, the Board stated:

> None of the foregoing employees have authority to hire, discharge, or discipline other employees. Each of them is subject to the Wages and Hours Act and punches the time clock, as do other employees throughout the plant with the exception of foreman of each department. It appears that each of the foregoing employees was covered by the contract between the Company and the [organization urging their exclusion].

In *Matter of J. C. Sanders Company* [56] the labor organizations involved disagreed as to whether or not "second hands" should be included within the appropriate unit. "Second hands" were supervisory employees working under overseers and exercising "considerable authority, particularly when the overseers are off duty." However, they had been included in the unit under a prior contract between the company and the organization requesting their inclusion. The Board included "second hands" in the unit found appropriate.

In *Matter of Trojan Powder Company* [57] the company urged the exclusion and the sole labor organization urged the inclusion of foremen in the unit. Of the 4 foremen employed by the company two were in charge of 20 to 25, and 6 to 8 employees, respectively, and engaged in the preparation of production and work assignment schedules. The third foreman devoted approximately 75 percent of his time to general maintenance work; the balance of the time he supervised 1 to 6 employees engaged in maintenance work. The fourth foreman was engaged with 1 or 2 other employees in making boxes and exercised little, if any supervisory authority. The Board concluded that the two foremen first mentioned should be excluded from the unit since they devoted practically all of their time to supervisory duties and performed major supervisory functions but that the two last mentioned should be included since they devoted a majority of their time to work similar to that of production employees within the unit and did not generally exercise major supervisory functions.[58]

The Board is often faced with a request to exclude miscellaneous categories of employees—such as confidential employees,[59] clerical employees, timekeepers, technical and professional employees, watchmen, maintenance employees, and salesmen—whose work may or may

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[55] *Matter of The Johnston Glass Co., Inc.* and *Federal Labor Union, etc.*, 30 N. L. R. B., No. 94.

[56] *J. C. Sanders Cotton Mill Company, Inc.* and *Textile Workers Union of America, etc.*, 31 N. L. R. B., No. 45.

[57] *Matter of Trojan Powder Co.* and *International Union of Mine, Mill and Smelter Workers*, 29 N. L. R. B., No. 41.

[58] Cf. *Matter of Leviton Mfg. Co., Inc.* and *International Brotherhood of Electrical Workers*, 27 N. L. R. B., No. 136; *Matter of Va. Bridge Co.*, and *International Ass'n. of Bridge, Structural & Ornamental Iron Workers*, 29 N. L. R. B., No. 43; *Matter of United States Rubber Co.* and *Lumber and Sawmill Workers Union, etc.*, 30 N. L. R. B., No. 152.

[59] In *Matter of Creamery Package Mfg. Co., etc.* and *Steel Workers Organizing Committee*, 34 N. L. R. B., No. 15, decided after the close of the fiscal year, the Board defined as a "confidential employee," whose functions justified his exclusion from an appropriate unit, one who had confidential information relating to labor relations.

not be upon the fringe of the functions of employees admittedly in the unit.[60]

In *Matter of Birdsboro Steel Foundry Company*[61] the petitioning organization, as opposed to the contention of the company and a competing organization, urged the exclusion of storeroom employees from a unit of production and maintenance employees. The storeroom employees gave out parts and supplies to the workmen as requested. The Board included the storeroom employees within the unit,[62] stating:

> In our opinion these employees are in such close contact with the production and maintenance workers that they should be included in the voting unit.

In *Matter of Lowe Brothers Company*[63] two labor organizations disagreed as to the inclusion within a plant unit of technical service employees, engaged in the testing of raw materials and manufactured products. Although they were paid on a salary basis, as contrasted with the regular production employees who were paid on an hourly basis, and as salaried employees enjoyed more privileges, including vacations, than ordinary production workers, they had no technical training. They were eligible to membership in both organizations and had been included in the unit under a prior contract. The Board held that they should be included within the appropriate unit.

In *Matter of Western Cartridge Company*[64] office employees and watchmen had been included in a plant unit covered by a collective bargaining agreement. The petitioning labor organization requested a unit of production and maintenance employees in one geographically separated division of the company and further requested the exclusion of supervisory employees, office employees, and watchmen from this unit. The contracting union waived its claim to represent the employees in the unit urged. The Board found the division unit appropriate and excluded the office employees and watchmen, noting their differing interests and functions and the contracting union's waiver of the right to represent all employees in the division.

In *Matter of Brown Company*[65] the parties disagreed as to whether watchmen should be included in an industrial or a semi-industrial unit. The company employed 66 watchmen. The labor organization which desired their inclusion, claimed that it represented a majority of them. Another labor organization claiming to represent a semi-industrial unit desired the exclusion of the watchmen therefrom. The Board directed that a separate election be held among the watchmen to determine whether or not they wished to be included in the broad unit.[66]

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[60] See in this connection, Fourth Annual Report pp. 94–97; cf. also Fifth Annual Report, pp. 70–72, and Third Annual Report, pp. 185–190.

[61] *Matter of Birdsboro Steel Foundry & Machine Co.* and *Steel Workers Organizing Committee, etc.*, 32 N. L. R. B., No. 20.

[62] Board Member Edwin S. Smith dissenting.

[63] *Matter of Lowe Bros. Co.*, and *United Mine Workers of America*, 32 N. L. R. B., No. 78.

[64] *Matter of Western Cartridge Co.* and *Chemical Workers Local Union, etc.*, 31 N. L. R. B., No. 148.

[65] *Matter of Brown Co.* and *International Brotherhood of Pulp, Sulphite and Paper Mill Workers, etc.*, 31 N. L. R. B., No. 46.

[66] Since three other separate elections were directed, it was not clear at the time of the issuance of the Decision and Direction of Election, whether the broad unit would be industrial or semi-industrial in nature. The labor organization which sought the inclusion of the watchmen was contending for an industrial unit. Subsequently, it won the elections in each of the four groups and was certified (33 N. L. R. B., No. 157) as the exclusive representative of all four groups in a single industrial unit.

H. REMEDIES

Section 10 (c) of the Act reads, in part, as follows:

> * * * If upon all 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. 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.

Pursuant to section 10 (c) the Board adapts its orders to the situation which calls for redress. In the course of the Board's decisions there have been developed typical orders for the correction of typical unfair labor practices engaged in by employers.[67] Such orders have been issued in appropriate cases during the last fiscal year. In addition, new situations have called for further adaptations of typical Board orders. The Fourth Annual Report considered developments in this field under the following categories:

1. Orders in cases in which the Board has found that an employer has engaged in unfair labor practices within the meaning of section 8 (2) of the Act.
2. Orders in cases in which the Board has found that an employer has engaged in unfair labor practices within the meaning of section 8 (3) of the Act.
3. Orders in cases in which the Board has found that an employer has engaged in unfair labor practices within the meaning of section 8 (5) of the Act.
4. Orders in cases in which the Board has found that an employer has engaged in unfair labor practices within the meaning of section 8 (1) of the Act.
5. Orders in cases in which the Board has found that a strike was caused or prolonged by an employer's unfair labor practices.
6. Effect on Board orders of violent or unlawful conduct on the part of employees who were discriminatorily discharged or who went on strike in protest against an employer's unfair labor practices.
7. Orders requiring an employer not to give effect to agreements.
8. Effect on Board orders of agreements not to proceed against an employer.
9. Precautionary orders.
10. Requirements that an employer publicize the terms of Board orders among employees.

During the last fiscal period there have been no additional noteworthy orders within the third, fifth, sixth, seventh, eighth, and tenth of these categories. We shall therefore confine this discussion to new or otherwise interesting orders falling within the remaining categories.

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[67] Third Annual Report, pp. 197–215; Fourth Annual Report, pp. 97–109; Fifth Annual Report, pp. 72–78.

ORDERS IN CASES IN WHICH THE BOARD HAS FOUND THAT AN EMPLOYER HAS ENGAGED IN UNFAIR LABOR PRACTICES WITHIN THE MEANING OF SECTION 8 (2) OF THE ACT

Under appropriate circumstances, the Board will order an employer to reimburse his employees for amounts deducted from their wages as dues for an employer-dominated organization under a check-off arrangement.[68] The Board issued such an order in *Matter of Kokomo Sanitary Pottery Corporation*,[69] notwithstanding that an unallocated portion of the amounts checked off for the benefit of the dominated organization had been used to pay premiums on accident insurance policies, of which the employees were the beneficiaries.

ORDERS IN CASES IN WHICH THE BOARD HAS FOUND THAT AN EMPLOYEE HAS ENGAGED IN UNFAIR LABOR PRACTICES WITHIN THE MEANING OF SECTION 8 (3) OF THE ACT

In cases in which the Board has found that an employer has encouraged or discouraged membership in a labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment, it has normally ordered the employer to reinstate persons who have lost their employment because of the employer's discrimination.[70] Thus in *Matter of Williams Motor Company*,[71] the employer was found to have discontinued a department of its business to eliminate from its employ the union members who constituted the entire personnel of that department. The Board directed the employer (1) to reinstate the victims of its discrimination to their former jobs, if such positions were then available, "or to other available positions for which they [were] qualified," or (2) if such positions were not available, to place them on a preferential rehiring list; and (3) to offer them immediate reinstatement if it should reopen the department in which they had been employed.[72]

The Board has adhered to the view that in order to effectuate the policies of the Act, it will order the reinstatement of discriminatorily discharged employees, although they have since obtained other regular and substantially equivalent employment. The Board recently set forth its reasons for this determination in the Kansas City *Ford* case.[73] There the Board stated the following:

> The policies of the Act, expressly declared in the public interest, are to encourage the practice and procedure of collective bargaining and to protect

[68] Third Annual Report, p. 199.

[69] *Matter of Kokomo Sanitary Pottery Corporation* and *National Brotherhood of Operative Potters, Local No. 26* (A. F. L.), 26 N. L. R. B., No. 1.

[70] Third Annual Report, pp. 199–204, 209–211; Fourth Annual Report, pp. 98–102, 104–105; Fifth Annual Report, pp. 73–76.

[71] *Matter of Williams Motor Company* and *Lodge 1426, International Association of Machinists, A. F. of L.* and *Williams Motor Company Employees Union, Party To The Contract*, 31 N. L. R. B., No. 122.

[72] Mr. Edwin S. Smith, in a separate opinion, stated that he would require the employer to reinstate the employees immediately, and if such a course were necessary to provide employment for them, that he would order the employer to reopen the department in which they had been employed. Cf. *Matter of Newton Chevrolet, Inc.* and *Int'l Ass'n of Machinists, Automotive Machinists Lodge, No. 1001*, 37 N. L. R. B., No. 57, decided after the close of the fiscal year.

[73] *Matters of Ford Motor Company* [*Kansas City, Missouri*], and *International Union, United Automobile Workers of America, Local Union No. 249*, 31 N. L. R. B., No. 170.

the exercise by employees of full freedom of self-organization. To withhold the normally appropriate remedy of reinstatement merely because the object of discrimination has obtained compensatory employment would not effectuate these public policies; indeed, it would reduce them, contrary to the intent of Congress,[74] to mere vindication of private rights and restitution for private wrongs. Our power to order affirmative relief was conferred, and it is our duty to exercise it, to the end that conditions permitting free exercise of the publicly significant rights of self-organization and collective bargaining shall, when destroyed or disrupted, be restored. The Act postulates, and the fact is readily verified by common experience, that antiunion discrimination exercises a coercive effect not only upon the immediate victim, but upon all present or future employees of the particular employer; it impresses upon them the danger to their welfare and security associated with membership in or activity on behalf of a labor organization. Accordingly, the purpose of the order to offer reinstatement is not only to restore the victim of discrimination to the position from which he was unlawfully excluded, but also, and more significantly, to dissipate the deeply coercive effects upon other employees who may desire self-organization, but have been discouraged therefrom by the threat to them implicit in the discrimination. This essential reassurance can be afforded—freedom can be reestablished—only by a demonstration that the Act carries sufficient force to restore to work anyone who has been penalized for exercising rights which the Act guarantees and protects; the acquisition of equivalent employment is no more relevant to this purpose than the acquisition of non-equivalent employment, or of no employment at all.

Further, it is a demonstrated fact of which we take notice that necessity almost inevitably compels a discharged employee to seek the best available other employment. If reinstatement were rendered inappropriate by reason of success in that search, the employer would be able, through elimination of union adherents, at once to impede or terminate exercise of the right of self-organization in his plant and at the same time to perpetuate his advantage by relying upon the victims' necessity of earning a livelihood elsewhere to assure their permanent riddance. This would afford a ready means for complete and final ouster of those prominent in the employees' efforts at self-organization.

For the foregoing reasons, we conclude that the mere obtainment of substantially equivalent employment, and evidence pertaining thereto, is irrelevant to considerations decisive of the question whether reinstatement effectuates the policies of the Act. These decisive considerations do not vary from case to case. Accordingly, we find that it will effectuate the policies of the Act to require the respondent to offer reinstatement to all individuals who we have found were victims of discrimination, whether or not they, or any of them, may have obtained other regular and substantially equivalent employment.

In several other cases also the employer has sought to be relieved of the obligation to reinstate a victim of discrimination. One reason advanced in support of such a request was that the reinstatement of the employee would offend a company rule that only one member of a family should be employed. The Board, pointing out "that [the employee] was not dismissed pursuant to this rule, but because of his union membership and activities," overruled the company's objection to his reinstatement.[75]

In *Matter of Hawk & Buck Company, Inc.*,[76] a piece-work operator was found to have been discriminatorily transferred to her last job and then discriminatorily discharged therefrom. She had been able prior to the transfer, but unable thereafter, to earn the minimum wage prescribed by the Fair Labor Standards Act. The Board directed the employer to reinstate the employee but provided that

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[74] Section 1 of the Act; House Report No. 1147, 74th Cong., 1st Sess., p. 24: *Amalgamated Utility Workers* v. *Consolidated Edison Co.*, 309 U. S. 261, 266, 269; *National Licorice Co.* v. *National Labor Relations Board*, 309 U. S. 350, 362.

[75] *Matter of Montgomery Ward & Company, Incorporated* and *United Mail Order and Retail Employees of Kansas City, Local 131, affiliated with the United Retail and Wholesale Employees of America, C. I. O.*, 31 N. L. R. B., No. 134.

[76] *Matter of Hawk & Buck Company, Inc.* and *United Garment Workers of America, Local No. 229 (A. F. L.)*, 25 N. L. R. B., No. 94.

the reinstatement was to be for a 4-month trial period. The Board further ordered that the employer was to continue her in its employ as a regular worker if her earnings during the last 3 weeks of the trial period equalled or exceeded the statutory minimum. Similarly, in *Matter of Phelps Dodge Corporation*,[77] where one of the men discriminatorily denied reinstatement was said by the employer to have been rejected because he suffered from silicosis, the Board conditioned his reinstatement upon the production by him of a doctor's certificate attesting to his fitness for work.

To meet a situation in which the employer moved his plant to another community in order to rid himself of the union, the Board required the employer either to return his business to the city from which it had been removed and there to reinstate the employees discharged at the time of the removal, or to reinstate these employees at the new plant.[78]

In addition to requiring the reinstatement of an employee discriminated against, the Board usually orders the employer to make such employee whole for the loss of pay that he has suffered, a loss which is usually measured by the difference between the amount which he normally would have earned had the unfair labor practices not occurred and the amount of his net earnings during the period of discrimination. The Board in each case patterns the back-pay order to the circumstances of the case.[79] Thus, in *Matter of Ford Motor Company*,[80] the Board found that the employer had locked out its employees in violation of section 8 (3) of the Act. When the plant reopened, the company rehired some of the lock-out victims, but for the most part, it followed a discriminatory reinstatement policy which resulted in the denial of reinstatement to many of the lock-out victims. The union of which these employees were members called a strike in protest against the discriminatory reinstatement policy. Certain of its members who had been rehired left their jobs to participate in the strike. As to these employees, the Board held that they should receive back pay only from the date of their application for reinstatement pursuant to the Board's order. As to the strikers who were victims of the lock-out and who had never been reinstated the Board held that they should receive back pay from the date of the lock-out, and that their having gone on strike should not suspend the accrual of their back pay.[81]

In some cases a discriminatory discharge entails the loss of job perquisites such as the occupation of a dwelling,[82] or an insurance policy.[83] The Board requires the employer in such case to restore

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[77] *Matter of Phelps Dodge Corporation, Copper Queen Branch, Smelter Division* and *Southern Arizona Smeltermen's Union, Local No. 470, International Union of Mine, Mill and Smelter Workers, C. I. O.*, 28 N. L. R. B., No. 73.

[78] *Matter of Isaac Schieber, A. J. Rosenberg, and Ben L. Shifrin (the last officers and directors of Schieber Millinery Co.) as trustees of Schieber Millinery Co. and Isaac Schieber, Individually, and Allen Hat Co.* and *United Hatters, Cap and Millinery Workers' International Union (A. F. L.)*, 26 N. L. R. B., No. 99. If the employer chose to reinstate the employees at the new plant, he was to pay whatever reasonable expenses they would incur in transporting themselves and their families to the new location.

[79] Fourth Annual Report, p. 101; Fifth Annual Report, p. 74.

[80] *Matter of Ford Motor Company [Kansas City, Missouri]* and *International Union United Automobile Workers of America, Local Union No. 249*, 31 N. L. R. B., No. 170.

[81] Cf. Fourth Annual Report, p. 102, note 37.

[82] Such was the case in *Matter of Great Western Mushroom Company* and *United Cannery, Agricultural, Packing, and Allied Workers of America, United Mushroom Workers Local Union No. 300 (C. I. O.)*, 27 N. L. R. B., No. 79.

[83] See *Matter of Sorg Paper Company* and *United Paper Workers, Local Industrial Union No. 112 (C. I. O.)*, 25 N. L. R. B., No. 104.

the benefits of which the employee has been deprived. Thus, in the *Great Western* case the Board ordered the employer to restore to the discharged employee the occupancy of a dwelling which he had been permitted to occupy in part compensation for his services as an employee; it also required the employer to pay the employee the amount he had expended for rent while he had been deprived of possession.

As pointed out in the Third Annual Report, [84] amounts earned elsewhere during the period of discrimination are excluded from the sum to be paid. Following the decision of the Supreme Court in *Republic Steel Corp* v. *N. L. R. B.*,[85] the Board considers as deductible earnings monies received for work performed upon Federal, State, county, municipal, or other work-relief projects.

The Fifth Annual Report,[86] describes a method which the Board has used to apportion a lump-sum back-pay award among a group of employees discriminated against, where the unfair labor practices occurred under circumstances which left the individual victims unidentifiable. During the past fiscal year the Board has on several occasions used similar lump-sum formulas, adapted, of course, to the varying circumstances of each case, as a method of making equitable back-pay awards.[87]

Orders in Cases in Which the Board Has Found That an Employer Has Engaged in Unfair Labor Practices Within the Meaning of Section 8 (1) of the Act

Upon finding that an employer has engaged in unfair labor practices within section 8 (1), the Board orders the employer to cease and desist therefrom. In addition, the Board has frequently ordered an employer to cease and desist from the specific acts, violative of section 8 (1), in which he has engaged.[88] In *Matter of United Dredging Company*,[89] for example, the employer was ordered to cease and desist from interfering with its employees' exercise of the rights guaranteed in section 7 of the Act "by interfering with their receipt through the mail of union literature aboard the *Lake Fithian* [the dredge on which the employees lived and worked]."

At times the Board, upon finding that an employer has violated section 8 (1) of the Act, has deemed it necessary in order to effectuate the policies of the Act to require him to take affirmative action. Thus, where the employer refused to admit union representatives to its logging camps under circumstances which rendered that refusal a violation of section 8 (1) of the Act, the Board required the employer "upon request by one or more of its employees [90] who live at one or

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[84] At p. 202.
[85] 311 U. S. 7.
[86] At pp. 74–76.
[87] See in this connection, *Matter of Ford Motor Company, a Corporation, [Richmond, California]* and *United Automobile Workers of America, Local No. 560, C. I. O.*, 29 N. L. R. B., No. 134; *Matter of Ford Motor Company, [Kansas City, Missouri], a Corporation* and *International Union, United Automobile Workers of America, Local Union No. 249*, 31 N. L. R. B., No. 170; *Matter of F. W. Woolworth Company and F. W. Woolworth Co. of France* and *United Wholesale & Warehouse Employees of New York, Local 65, United Retail & Wholesale Employees of America (C. I. O.)*, 25 N. L. R. B., No. 127; enf'd. as mod. in *F. W. Woolworth Co.* v. *N. L. R. B.*, 121 F. (2d) 658 (C. C. A. 2).
[88] See the Third Annual Report, at p. 206; and the Fourth Annual Report, at p. 103.
[89] *Matter of United Dredging Company, New Orleans, Louisiana* and *Inland Boatmen's Division, National Maritime Union, Gulf District (C. I. O.)*, 30 N. L. R. B., No. 118.
[90] Upon request of the employer and the union the Board modified its order by changing the phrase "one or more of its employees" to "five or more of its employees." See 32 N. L. R. B., No. 59.

more of [its] camps, and under lawful and reasonable conditions not more onerous than those imposed on other persons, to admit to such camp or camps representatives of labor organizations." [91]

PRECAUTIONARY ORDERS

Section 10 (c) authorizes the Board, upon finding that an employer has engaged in unfair labor practices, to order the employer "to take such affirmative action * * * as will effectuate the policies of this act." Accordingly, if an employer commits unfair labor practices from which it is clear that he is predisposed to commit other unfair labor practices the Board has sought to prevent such further violations of the Act by an appropriate precautionary order.[92] In *Matter of The Barre Wool Combing Company, Limited* and *Federal Labor Union No. 21928, Textile Workers (A. F. L.)*,[93] the Board held that the discharge of 12 employees was caused, not by their union membership, but by the nondiscriminatory application of a company rule that no more than 4 members of a family would be retained in the company's employment at times when business was slack. The company was found, however, to have violated section 8 (1) and (2) of the Act. In view of the grave danger that the employer might not rehire these employees if changes should occur that would permit of their reemployment, the Board directed the employer to place these employees on a preferential rehiring list.

I. MISCELLANEOUS

This section deals with various problems of parties, pleading, practice, and procedure which have been raised and discussed in the Board's decisions.

In Matter of Schieber Millinery Company,[94] after a corporation, the stock of which was owned by an individual, had engaged in unfair labor practices, it went into liquidation and was succeeded by a new corporation organized by the same stockholder.

The Board found that the new corporation removed the plant to another city to rid itself of the union, and that it thereby engaged in unfair labor practices. The Board held in the circumstances that the stockholder was "the real party in interest who must be held responsible under any appropriate order which the Board might enter." It also directed the new corporation to remedy the unfair labor practices, stating, "It would defeat the purposes of the Act to permit * * * [the stockholder] to take refuge behind the corporate entity of * * * [the new corporation]."

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[91] *Matter of Weyerhaeuser Timber Company, Longview Branch* and *International Woodworkers of America, Local Union No. 36 (C. I. O.)*, 31 N. L. R. B., No. 40. As has heretofore been noted (*supra*, p. 13, note 23), the charging union was certified as the statutory representative of the company's employees subsequent to the issuance of the Board's decision. It thereafter requested the Board to modify the above-quoted order so as to restrict the right of access to its own representatives. The Board denied its application as incompatible with the Act. See also *Matter of Cities Service Oil Company* and *National Maritime Union of America (C. I. O.), et al.*, 25 N. L. R. B., No. 12; enf'd as mod. in *N. L. R. B.* v. *Cities Service Oil Co.*, 122 F. (2d) 149 (C. C. A. 2).

[92] See in this connection the Fourth Annual Report, pp. 108–109.

[93] 28 N. L. R. B., No. 14.

[94] *Matter of Isaac Schieber, A. J. Rosenberg and Ben L. Shifrin (the last officers and directors of Schieber Millinery Company) as Trustees of Schieber Millinery Company and Isaac Schieber, individually and Allen Hat Company* and *United Hatters, Cap and Millinery Workers' International Union (A. F. L.)*, 26 N. L. R. B., No. 99.

In Matter of Merrimack Manufacturing Company,[95] the employer contended that the Board was without jurisdiction to determine whether a discharge was in violation of the Act where the evidence showed that the employee had failed to observe the grievance procedure provided for in a collective agreement between the employer and the union of which he was a member. In rejecting that contention, the Board stated: "Section 10 (a) of the Act confers on the Board exclusive power to prevent unfair labor practices, unaffected by any other means of adjustment established by agreement or otherwise."[96]

In Matter of Reliance Manufacturing Company,[97] the Board construed Section 31 of Article II of its Rules and Regulations—Series 1, as amended.[98] During the hearing, the president of the company refused on cross-examination to answer a question relating to the removal of machinery from one of the company's plants. Although the witness had testified on direct examination to other matters as well as with respect to the subject of the question that he had refused to answer, the Trial Examiner struck all of his testimony from the record because of his contumacy. This ruling was modified by the Board to conform with section 31 of its rules by restricting its scope to matters "related" to the subject of the question which the witness had refused to answer.

In Matter of Weirton Steel Company and *Steel Workers Organizing Committee*,[99] the Board made several important rulings. The company contended that the Board's Rule governing the issuance of subpenas violated the due-process clause of the Constitution in that it required the employer to disclose to the Board the nature of the evidence sought to be elicited as a prerequisite to obtaining subpenas, whereas a similar requirement was not imposed on counsel for the Board. The Board pointed out that the asserted inequality did not prejudicially affect the employer, since the Board has power to prevent its employees from abusing the Board's subpena power. The Board also held that there was no merit in the employer's contention that the removal of the hearing from the local community in which it had begun to a nearby city constituted a denial of due process, since the employer made no showing that the removal prevented it from "offering a full defense." The employer's further contention that it suffered prejudice because of the length and complexity of the record was also found to be lacking in merit.

In Matter of Kokomo Sanitary Pottery Company,[1] the employer failed to appear at the Board hearing held in December 1937. In 1939 it filed a petition to reopen the record for the purpose of affording it an opportunity to submit evidence relating to the merits of the case. In seeking to excuse its default in appearing at the 1937 hearing, the

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[95] *Matter of Merrimack Manufacturing Company* and *Textile Workers Union of America*, 31 N. L. R. B., No. 152.

[96] Accord: *N. L. R. B.* v. *Newark Morning Ledger Co.*, 120 F. (2d) at p. 266, on rehearing (C. C. A. 3).

[97] *Matter of Reliance Manufacturing Company* and *Amalgamated Clothing Workers of America, et al.*, 28 N. L. R. B., No. 157.

[98] Section 31 of the Board's rules provides:
"* * * The refusal of a witness at any such hearing to answer any question which has been ruled to be proper shall be ground for the striking out of all testimony previously given by such witness on related matters."

[99] 32 N. L. R. B., No. 179.

[1] *Matter of Kokomo Sanitary Pottery Corporation* and *National Brotherhood of Operative Potters, Local No. 26 (A. F. L.)*, 26 N. L. R. B., No. 1.

employer contended that it had been financially unable to employ counsel at that time, and that it could not have obtained competent counsel locally even if it had been able to afford counsel. The Board denied the petition on the ground that reasons assigned in its support were frivolous.

Ordinarily the Board does not reopen a record for the purpose of adducing evidence concerning matters that relate solely to compliance with its order.[2]

In Matter of American Woolen Co.,[3] the Board stated the following with respect to belated offers of proof of representation in proceedings under section 9 (c) of the Act:

> Expeditious investigation and certification of representatives is essential to the proper administration of the Act. Sound administrative policy requires, therefore, that parties claiming the right to representation submit prima facie proof upon which they rely either to the Regional Director prior to the hearing or to the Trial Examiner at the time of the hearing. Hereafter in all proceedings not now pending before the Board where full opportunity has been afforded for the timely presentation of such prima facie proof, we shall reject offers of proof of representation made after the close of the hearings.

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[2] See *Matter of Swift & Company* and *Amalgamated Meat Cutters and Butcher Workmen of North America, Local 172, affiliated with the American Federation of Labor*, 30 N. L. R. B., No. 86, in which the employer sought to reopen the record for the purpose of adducing evidence that subsequent to the hearing it had reinstated the employee found to have been discriminated against. The Board denied its petition stating that it could not "* * * as a matter of sound practice, reopen the record to receive further evidence upon the constantly changing details relating to compliance with the Trial Examiner's recommendations or to compliance with or performance of the Board's order." See also: *Matter of Republic Steel Corporation* and *Steel Workers Organizing Committee*, 9 N. L. R. B. 219, enf'd as mod. *Republic Steel Corporation et al.* v. *National Labor Relations Board, et al.* 107 F. (2d) 472 (C. C. A. 3), mod. 311 U. S. 7; *Matter of Viking Pump Company* and *Lodge 1683, Amalgamated Association of Iron, Steel, and Tin Workers of North America, etc.*, 13 N. L. R. B. 576, enf'd *National Labor Relations Board* v. *Viking Pump Company*, 113 F. (2d) 759 (C. C. A. 8). But see *Matter of McKaig-Hatch, Inc.* and *Amalgamated Association of Iron, Steel, and Tin Workers of North America, Local No. 1189*, 26 N. L. R. B., No. 133, where the petition to reopen raised issues other than compliance.

[3] *Matter of American Woolen Company* and *United Textile Workers of America, etc.*, 32 N. L. R. B., No. 1a.

CHAPTER V

JURISDICTION

Several decisions of the Supreme Court and of the circuit courts of appeals during the past year have served to clarify the bases and scope of the Board's jurisdiction. Mention is made only of those cases which illustrate some significant development in the application of jurisdictional factors and considerations to specific fact situations.

Businesses having incoming interstate shipments and virtually none outgoing.—As to the types of industries covered by the Act, an important development has been the consistent adherence of the courts to the doctrine that there is

> * * * no difference in principle between the case in which manufacture precedes and that in which it follows interstate commerce. If the flow of commerce is obstructed by labor disputes it can make no difference from which direction the obstruction is applied.[1]

In *N. L. R. B.* v. *Schmidt Baking Co.*, 122 F. (2d) 162 (C. C. A. 4), the Act was held applicable to the driver-salesmen of a baking plant having no outgoing interstate sales but only incoming interstate shipments. The employer in the case also owned and operated baking plants in other States. In *N. L. R. B.* v. *Suburban Lumber Company*, 120 F. (2d) 829 (C. C. A. 3), the Act was held applicable to a retail lumber dealer having only 1 percent of its outgoing but most of its incoming shipments interstate. It was the latter which served as the basis on which the Court predicated jurisdiction.

Businesses described by the Court as "of local character," but operating across a State line.—That a business which the Court described as "local" nevertheless is subject to the Act by reason of the transaction of business across State lines was decided in *N. L. R. B.* v. *White Swan Company*, 118 F. (2d) 1002 (C. C. A. 4). The Circuit Court upheld jurisdiction of the Board after the Supreme Court had refused, on procedural grounds, to answer a question of jurisdiction certified to it by the Circuit Court of Appeals.[2] Involved in the case was a laundry and dry cleaning establishment at Wheeling, W. Va. It obtained certain of its supplies, amounting to approximately $10,000 annually, from without the State. In addition, it operated delivery trucks in Ohio as well as in West Virginia. The total gross income was approximately $129,000 and the total business done in Ohio was around $28,000.

Communication industry wholly operated within State.—In regard to communication industries subject to the Act, *N. L. R. B.* v. *Central Missouri Telephone Co.*, 115 F. (2d) 563 (C. C. A. 8), is a noteworthy case. In that case the Court held within the scope of the Act a company operating a local telephone exchange with no interstate connections except that it handled a relatively small percentage of incoming

[1] *Newport News Shipbuilding & Dry Dock Co.* v. *N. L. R. B.*, 101 F. (2d) 841, 843 (C. C. A. 4); reversed on other grounds and order enforced as modified, 308 U. S. 241.
[2] *N. L. R. B.* v. *White Swan Company*, 313 U. S. 23.

and outgoing interstate calls. The Court, basing its decision on the authority of the *Daniel Ball* case,[3] said:

> The respondent, insofar as it uses its lines to effect transmission of interstate communication, thereby becomes an instrument of such commerce. In this respect it occupies no different position than any local transmission agency that may use its facilities as a link for the transportation of goods in interstate commerce.

Public utilities of moderate dimensions.—Another important development has been the extension of the *Consolidated Edison*[4] doctrine to public utilities of moderate dimensions serving relatively small communities and fewer and smaller interstate industries. In *N. L. R. B.* v. *Gulf Public Service Company*, 116 F. (2d) 852 (C. C. A. 5), the respondent contended that its business was largely intrastate and that disturbances of its business would have but little direct effect upon interstate commerce. The Company purchased relatively small amounts of materials from out of the state, about $65,000 worth annually, and the services which it supplied to agencies doing interstate business were relatively unimportant, compared with the services supplied by the Consolidated Edison Co. The Court, however, pointed out that the magnitude of the enterprise is not controlling, and if labor troubles might reasonably be said to have the effect of directly interfering with the free flow of commerce, the Board's jurisdiction attaches.[5]

The doctrine of de minimis.—The doctrine enunciated by the Supreme Court in the *Fainblatt* decision,[6] that the Act applies where interstate operations exceed the doctrine of *de minimis*, received illumination in the *Suburban Lumber* decision, *supra*, where the Court declared:

> *De minimis* in the law has always been taken to mean trifles—amounts of a few dollars or less. Here, the Suburban's interstate purchases in a year when the retail lumber business was at its nadir amounted to $150,000. Such a sum surely cannot be considered in the category of *de minimis*. Even if the maxim were to be applied to the very small lumber dealer, Suburban would be outside the application, for Suburban is the average size of the lumber dealer in its vicinity.

A local unit of an interstate business not separable where all operations are integrated.—Elaboration of the principle,[7] that where the business as a whole is subject to the Act the employees may not be departmentalized in a manner to remove some of them from the protection of the Act, took place in *Virginia Electric and Power Company* v. *N. L. R. B.*, 115 F. (2d) 414 (C. C. A. 4), and *Schmidt Baking Company*, *supra*. In the *Virginia Electric* case the company contended that its artificial gas manufacturing and street railway departments were local in character and therefore outside the Board's jurisdiction, although the company admitted being subject to the Act with respect to its electric operations. The Court rejected the contention and declared:

> A sufficient answer to this position is the unitary character of the company's business, which has resulted, notwithstanding the division into these depart-

[3] *The Daniel Ball*, 77 U. S. 557.
[4] *Consolidated Edison Co.* v. *N. L. R. B.*, 305 U. S. 197.
[5] To the same effect is *Pueblo Gas & Fuel Company* v. *N. L. R. B.*, 118 F. (2d) 304 (C. C. A. 10).
[6] *N. L. R. B.* v. *Fainblatt*, 306 U. S. 601, 607.
[7] Established in *System Federation No. 40* v. *Virginian Ry. Co.*, 300 U. S. 515.

ments, in the organization of a single association of its employees. It is clear that wage controversies or unfair labor practices in any department of such a business will have repercussions in other departments; and strife affecting the interstate commerce in which the company is engaged will be avoided only if the rights of all employees are properly safeguarded.

In the *Schmidt Baking Company* decision the same Court applied this principle to a chain baking company which was operated as a unit. The Court said:

> The operation of the Baltimore plant may not fairly be treated as an enterprise separate and apart from the other two plants owned and operated by the employer. The three plants are not run as separate enterprises, but as part of a single enterprise controlled and directed by the officers of the baking company in Baltimore; and it is not denied that interstate shipments of materials and supplies took place between the plants, and substantial quantities of the finished products of the Cumberland and Martinsburg plants were shipped and sold in interstate commerce.

CHAPTER VI

LITIGATION

A decided increase in the volume of Board litigation was again the most noteworthy incident of this fiscal year. During this period 135 final decisions involving the enforcement or review of Board orders were rendered by the several Circuit Courts of Appeals and the Supreme Court, almost a 96 percent increase over the 69 decisions of the preceding year, and approximately a 214 percent increase over the 43 decisions in 1939. Of these, the Board was sustained in whole, or in part, in 82 percent of the total cases decided, which is comparable to the record of 84 percent favorable in the previous year when fewer cases were decided. Other types of litigation to which the Board was a party also showed a like increase. Failure to comply with court decrees enforcing Board orders has required the institution of contempt proceedings in many instances. In addition to the foregoing litigation the Board has obtained amicable adjustment of many cases through the entry of consent decrees in the Circuit Courts of Appeals, some 153 such decrees having been entered during the year. A summary of litigation for the fiscal year appears as Appendix D beginning on page 144, *infra.*

A. ENFORCEMENT AND REVIEW

Board orders are not self-enforcing. The Board may seek enforcement and any person aggrieved may seek review of the order in the circuit courts of appeals. In either case, the court, upon the filing of the transcript of the record before the Board has jurisdiction to enforce, to modify and enforce as modified, or to set aside the Board's order. Upon petition for certiorari, the Supreme Court may, in its discretion, review the decision of the circuit court. The decisions of the Supreme Court during the present fiscal year involving Board orders are briefly summarized below. Summaries of Circuit Court decisions in enforcement and review cases are omitted but a discussion of the more significant principles established during the year will be found in section B below.

1. Supreme Court Cases

Ten cases involving the Board were decided by the Supreme Court during the past fiscal year. In four the Board's order was sustained in full, in one the order was sustained as modified slightly by the court below, and in four others the Board's order was modified either slightly or more substantially; in the remaining case the Supreme Court, upon procedural grounds, declined to pass upon the order.

International Association of Machinists v. *N. L. R. B.*, 311 U. S. 72, affirming 110 F. (2d) 29 (App. D. C.), which enforced *Matter of The Serrick Corporation* and *International Union, United Automobile Workers of America, Local No. 459*, 8 N. L. R. B. 621. Here the Supreme Court upheld a Board order based upon findings

that a closed-shop contract and the discharge of employees pursuant thereto were illegal because the contracting union had been assisted by the employer's unfair labor practices. The Court held that under the Act the employer could be charged with the antiunion activities of minor supervisors whether or not the actions were expressly authorized and whether or not the employer would be responsible for the supervisors' actions under common law principles of *respondeat superior*. The Court also sustained a provision of the Board's order directing the employer to bargain with a union which had unlawfully been denied bargaining rights, holding that it was proper for the Board to disregard an alleged shift in majority to another union following the unlawful refusal to bargain.

N. L. R. B. v. *Link-Belt Co.*, 311 U. S. 584, reversing 110 F. (2d) 506 (C. C. A. 7), and enforcing *Matter of Link-Belt Company* and *Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, etc.*, 12 N. L. R. B. 854. In reversing the Seventh Circuit, which had set aside the major part of the Board's order, the Supreme Court held that the lower court had substituted its judgment on disputed facts for the Board's judgment. The Supreme Court again stressed, as it had in the *Waterman* case,[1] the necessity of strict judicial adherence to the congressional demarcation of power between administrative agencies and the reviewing courts, and admonished the lower court to refrain from encroaching upon the exclusive jurisdiction of the Board to draw inferences from the facts, to appraise conflicting and circumstantial evidence, and to determine the weight and credibility of testimony. The Board was sustained in findings that employees had been discriminatorily discharged, and that a union was company-dominated where it had succeeded an earlier dominated union with the aid of minor supervisors and of employee leaders of the first union.

Westinghouse Electric & Mfg. Co. v. *N. L. R. B.*, 312 U. S. 660, affirming (*per curiam*) 112 F. (2d) 657 (C. C. A. 2), which enforced as modified *Matter of Westinghouse Electric & Manufacturing Company* and *United Electrical, Radio & Machine Workers of America, Local #410*, 18 N. L. R. B. 300. In a *per curiam* opinion, on the authority of the *Link-Belt* decision, *supra*, and *N. L. R. B.* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, the Supreme Court affirmed a decision of the Second Circuit, which slightly modified and enforced a Board disestablishment order. The lower court's decision upheld findings of company domination of a union where it was formed by employee leaders of a prior company-dominated union without any action by the employer to mark a "line of fracture" between the two unions in the eyes of the employees generally.

H. J. Heinz Co. v. *N. L. R. B.*, 311 U. S. 514, affirming 110 F. (2d) 843 (C. C. A. 6), which enforced *Matter of H. J. Heinz Company* and *Cannery and Pickle Workers, Local Union No. 325, affiliated with Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor*, 10 N. L. R. B. 963. In this landmark case, the Supreme Court upheld the Board's determination that the employer's refusal to enter into a written signed contract with a union embodying terms agreed upon by both

[1] *N. L. R. B.* v. *Waterman Steamship Corp.*, 309 U. S. 206.

parties constituted a refusal to bargain collectively within the meaning of section 8 (5) of the Act. In addition to enforcing the Board's bargaining order, the Court sustained also a provision directing disestablishment of a company-dominated union. The Court held that the employer was responsible for unauthorized activities of minor supervisors in promoting the union.

Pittsburgh Plate Glass Co. v. *N. L. R. B.*, 313 U. S. 146, affirming 113 F. (2d) 698 (C. C. A. 8), which enforced *Matter of Pittsburgh Plate Glass Company* and *Federation of Flat Glass Workers of America, affiliated with C. I. O.*, 15 N. L. R. B. 515. In this case a Board bargaining order was enforced, the Supreme Court holding that the evidence adequately supported the Board's determination that a division-wide unit was appropriate for collective bargaining despite the desires of a majority of employees in one plant that this plant be not included in the wider unit. The constitutionality of the provisions of the Act which authorize the Board to determine the appropriate unit was expressly upheld. The Court also upheld the Board on procedural aspects of the case, including the Board's action in refusing to receive testimony at the unfair labor practice hearing under section 10, that could have been presented at the precedent representation hearing under section 9 which resulted in certification of the bargaining agent.

N. L. R. B. v. *White Swan Co.*, 313 U. S. 23, dismissing certificate filed by United States Circuit Court of Appeals for the Fourth Circuit, and remanding to it *Matter of White Swan Company* and *Amalgamated Clothing Workers of America, Cleaners, Dyers and Laundry Workers, Local 308*, 19 N. L. R. B. 1079. In this case the Supreme Court refused on procedural grounds to pass on a question certified to it by the Fourth Circuit concerning the Board's jurisdiction over laundry operations which the circuit court characterized as "local business".[2]

Republic Steel Corp. v. *N. L. R. B.*, 311 U. S. 7, modifying 107 F. (2d) 472 (C. C. A. 3), which enforced as modified *Matter of Republic Steel Corporation* and *Steel Workers Organizing Committee*, 9 N. L. R. B. 219. The Supreme Court held that the Board was without power to require the employer to reimburse governmental work-relief agencies for work-relief monies received by employees who had been discriminatorily discharged, even though such monies were deducted by the employer in computing the amount of back pay due from the employer to the employees. The back-pay provisions of the Board's were modified accordingly.[3]

Phelps Dodge Corp. v. *N. L. R. B.*, 313 U. S. 177, modifying and remanding 113 F. (2d) 202 (C. C. A. 2), which enforced as modified *Matter of Phelps Dodge Corporation* and *International Union of Mine, Mill and Smelter Workers, Local No. 30*, 19 N. L. R. B. 547. In this important case, the Supreme Court held that an employer's refusal to hire persons because of union affiliation was an unfair labor practice under section 8 (3) of the Act, and upheld the Board's order directing the employment of such persons with compensation for lost

[2] The Fourth Circuit thereafter held that the Board had jurisdiction, and enforced the Board's order as modified. 118 F. (2d) 1002 (C. C. A. 4).

[3] The work-relief provisions were the only part of the case reviewed by the Supreme Court. Theretofore, by denying certiorari as to the balance of the case (310 U. S. 655), the Supreme Court left intact the other provisions of the Board's order as modified and enforced by the circuit court of appeals.

wages. The Court sustained also the Board's power to direct reinstatement even where the persons discriminated against had thereafter obtained substantially equivalent employment but remanded that part of the case to the Board for exercise of its judgment whether such reinstatement would effectuate the policies of the Act. The Court further held that, for the purpose of computing back pay, the employer should be allowed to go to proof on the issue of losses willfully incurred by the employees, and remanded the case for that purpose also.

Continental Oil Co. v. *N. L. R. B.*, 313 U. S. 212, remanding 113 F. (2d) 473 (C. C. A. 10), which enforced as modified *Matter of Continental Oil Company* and *Oil Workers International Union*, 12 N. L. R. B. 789. This case raised the same issue as the *Phelps Dodge* case, *supra*, on the question of the Board's power to direct reinstatement of persons who had secured substantially equivalent employment. The Court upheld the Board's power but, as in the *Phelps Dodge* case, directed a remand for exercise of the Board's judgment whether such reinstatement would effectuate the policies of the Act.

N. L. R. B. v. *Express Publishing Co.*, 312 U. S. 426, modifying 111 F. (2d) 588 (C. C. A. 5), which enforced as modified *Matter of Express Publishing Company* and *San Antonio Newspaper Guild*, 13 N. L. R. B. 1213. Here the Supreme Court held that, upon sustaining Board findings of unlawful refusal to bargain, it was error for the lower court to refuse to enforce the Board's order requiring the employer to cease and desist from such refusal. The Supreme Court modified, however, the additional cease and desist provision of the Board's order cast in the general language of section 7 of the Act, holding that it was too broad in the circumstances of this case. The Court recognized that in appropriate circumstances such a general cease and desist provision is proper.

2. Circuit Courts of Appeals Cases

The various circuit courts of appeals rendered 124 decisions on Board orders in unfair labor practice cases, which is an increase of approximately 97 percent over the 63 decisions rendered in the prior year and is an increase of about 226 percent over the 38 decisions rendered in 1939. Of the cases denied in the present fiscal year, Board orders were enforced in full in 65 cases, and were enforced as modified in 36 cases. In 23 cases, Board orders were set aside, although in 3 decisions, the cases were remanded to the Board for further proceedings,[4] in one case the proceedings were remanded by the Supreme Court to the Court below for the redetermination of the case on the record as certified by the Board,[5] in another, the case was settled prior to the Board's filing of a petition for certiorari,[6] and in still another, the case was reopened on motion of the Court and resulted in a modification of the Board's order.[7] A summary of the principles established in the foregoing cases appears below.

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[4] *N. L. R. B.* v. *Ann Arbor Press*, 117 F. (2d) 786 (C. C. A. 6); *Carl Jacobsen, et al.* v. *N. L. R. B.*, 120 F. (2d) 96 (C. C. A. 3); *N. L. R. B.* v. *Washington Dehydrated Food Co.*, 118 F. (2d) 980 (C. C. A. 9).

[5] *N. L. R. B.* v. *Foote Bros. Gear & Machine Co.*, 311 U. S. 620, remanding 114 F (2d) 611 (C. C. A. 7).

[6] *Foote Bros. Gear & Machine Co.* v. *N. L. R. B.*, 121 F. (2d) 802 (C. C. A. 7).

[7] *N. L. R. B.* v. *Newark Morning Ledger Co.*, 120 F. (2d) 262 (C. C. A. 3), reopened on February 7, 1941.

B. PRINCIPLES ESTABLISHED

As in preceding years, the procedural and substantive principles established in the increasing volume of litigation arising under the Act have been so numerous that only the most important developments in the law are discussed below.

UNFAIR LABOR PRACTICES—SECTION 8 (1)

Relationship of section 8 (1) and other subsections defining unfair labor practices.—It has always been the Board's view that section 8 (1) embraces all of the unfair labor practices, some of which are separately defined in the succeeding subsections of section 8, out of an abundance of caution. This view of the relationship of the unfair labor practices has been generally accepted by the courts with respect to section 8 (1), (2), (3), and (4),[8] but there has been some hesitation in accepting the view that a similar relationship obtains between section 8 (1) and 8 (5).[9] In *N. L. R. B.* v. *Express Publishing Co.*, the Supreme Court resolved this doubt, sustaining the Board's contention that a violation of section 8 (5) is also a violation of section 8 (1).[10] The Court characterized the 8 (1) violation found, as a "technical" one, however, rejecting a Board order requiring the employer to cease and desist from violating section 8 (1) generally.[11] The basis for this view appears to be the fact, emphasized by the court, that the Board had "made no finding, based either on the specific circumstances disclosed by the record or on its own expert judgment of their relation to the policy expressed in section 7, or as to any relationship or probable relationship of respondent's refusal to bargain and the other types of unfair labor practices some of which are enumerated in section 8."[12] This apparent limitation upon the scope of the court's decision is of great importance since the Board's experience shows that in general the relationship of the various unfair labor practices is a very substantial one. Several of the cases decided during the past year afford interesting illustration of this fact. In *H. J. Heinz Co.* v. *N. L. R. B.*, the close relationship between section 8 (2) and section 8 (5) was clearly brought out and the court expressly ruled that it was proper for the Board in determining the appropriate remedy for the 8 (2) violation to take into consideration the employer's violation of section 8 (5).[13] In *International Association of Machinists* v. *N. L. R. B.*,[14] the relationship of section 8 (5) and 8 (1) was touched upon. There the employer had refused to bargain with the majority representative

[8] *N. L. R. B.* v. *Remington Rand, Inc.*, 94 F. (2d) 862, 869 (C. C. A. 2); *N. L. R. B.* v. *Lund*, 103 F. (2d) 815, 817–818 (C. C. A. 8); *N. L. R. B.* v. *Swift & Co.*, 116 F. (2d) 143, 145, 146 (C. C. A. 8); *N. L. R. B.* v. *Willard, Inc.*, 98 F. (2d) 244 (C. A.–D. C.).

[9] Sustaining the Board, among others: *Art Metal Construction Co.* v. *N. L. R. B.*, 110 F. (2d) 148 (C. C. A. 2); *N. L. R. B.* v. *Highland Park Mfg. Co.*, 110 F. (2d) 632 (C. C. A. 4); *Pueblo Gas & Fuel Co.* v. *N. L. R. B.*, 118 F. (2d) 304 (C. C. A. 10); *Contra: Remington Rand* case, *supra*, n. 8, overruled by the *Art Metal* case, *supra; N. L. R. B.* v. *Express Publishing Co.*, 111 F. (2d) 588, reversed, 312 U. S. 426.

[10] 312 U. S. 426, 432, 433, 435.

[11] *Idem*, at 433. See also *infra*, under "ORDERS."

[12] *Idem*, at 434–435.

[13] 311 U. S. 514, 522. It is interesting to note that in the same case, the Circuit Court had observed that "Petitioner's refusal to execute a written agreement at the request of the Union may well have left the employees * * * with a sense of insecurity," 110 F. (2d) 843, 849 (C. C. A. 6). The deliberate creation of such a sense of insecurity may be more than a technical violation of sec. 8 (1).

[14] 311 U. S. 72.

and had used a rival organization to keep the representative out of the plant.[21] The Supreme Court there said:

> It cannot be assumed that an unremedied refusal to bargain collectively with an appropriate labor organization has no effect on the development of collective bargaining. See *National Labor Relations Board* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272, 275. Nor is the conclusion unjustified that unless the effect of the unfair labor practices is completely dissipated, the employees might still be subject to improper restraints and not have the complete freedom of choice which the Act contemplates.[22]

It seems clear that these improper restraints constitute not a derivative and technical but a direct and substantial violation of Section 8 (1). It is for this reason that the Board ordinarily declines to recognize asserted shifts of majority until after all unfair labor practices, including the refusal to bargain, have been remedied.

A few other examples may be noted of the customarily close relationship of the various unfair labor practices. In *New York Handkerchief Mfg. Co.* v. *N. L. R. B.*,[23] the employer's hostility to the union which first expressed itself in a refusal to bargain, was subsequently manifested in antiunion statements and threats against employees who should participate in an election in which the Union hoped to demonstrate its majority, in violation of section 8 (1).[24] These threats were subsequently carried out, and the employees were discharged in violation of section 8 (3).[25] The Union's representative status having been established by the Board's certification, the employer renewed his refusal to bargain, in violation of section 8 (5).[26] In *N. L. R. B.* v. *New Era Die Co., Inc.*,[27] the employer responded, in an entirely familiar manner, to a request for bargaining made by an authorized representative, by attempting to induce revocation of the representative's authority,[28] and in a manner less customary but not infrequent, by causing threats of personal violence to be made against the representative.[29] Shortly afterward the leading union member was discriminatorily discharged.[30] In *N. L. R. B.* v. *Reed & Prince Mfg. Co.*,[31] a request to bargain was similarly met with dilatory tactics while an attempt was made to go over the representative's head. In the words of the Circuit Court, "the refusal of the respondent to bargain with the Union as required by law was coupled with an effort to discredit the authority of the Union as representative of the employees and to force the employees to repudiate the Union and made separate arrangements with the company."[32] Respondent's conduct having led to a strike, it discriminatorily refused reinstatement to four employees.[33] In view of the evident relationship amongst the unfair labor practices involved in this case, the Circuit Court held a broad 8 (1) order proper under the *Express Publishing Co.* ruling.[34]

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[21] 110 F. (2d) 29, 39; 311 U. S. 72, 75–76, 81.
[22] 311 U. S. 72, at 82.
[23] 114 F. (2d) 144 (C. C. A. 7).
[24] *Idem*, at 147.
[25] *Idem*, at 147–148.
[26] *Idem*, at 149.
[27] 118 F. (2d) 500 (C. C. A. 3).
[28] *Idem*, at 503, 504, 505.
[29] *Idem*, at 504.
[30] *Idem*, at 505–506.
[31] 118 F. (2d) 874 (C. C. A. 1).
[32] *Idem*, at 886.
[33] *Idem*, at 887–888.
[34] *Idem*, at 890–891.

Antiunion statements.—Employer utterances of hostility toward labor organizations are widely varied in form. Included among those condemned by the courts are disparaging remarks concerning labor unions,[35] their leaders and organizers; [36] the characterization of union leaders as "labor dictators",[37] or "evangelists who [take] money in return for nothing," [38] or as "outsiders" [39] who would "mislead" the employees; [40] reference to union dues as "tribute" [41] which need not be paid for the right to work and enjoy the best possible working conditions; [42] threats of legal action against employees engaging in union activity,[43] threats to shut off the personal credit of such employees.[44]

It is impossible to say, until the Supreme Court has spoken upon the question, precisely to what extent the constitutional privilege of free speech impinges upon the Board's power to make findings of unfair labor practices based upon anti-union statements. It is clear, however, in view of the many Supreme Court decisions sustaining such findings without comment, that the Board may properly consider such statements as evidencing hostility to the Union which may illegally restrain the employees' free choice of representative.[45] The present state of the law appears aptly summarized by the Third Circuit Court of Appeals in *N. L. R. B.* v. *New Era Die Co.*, as follows:

> * * * the right to entertain opinions and to express them freely does not carry with it freedom from responsibility for the intended or reasonably foreseeable consequences in so far as the utterance may restrain or impair the rights of others. The fact that expression is free does not mean that the utterer may not be called upon to answer for it by way of being held accountable for the effect of his expressions. The evidentiary value of the utterance, when competent and material, is ever present. Coercion may be thus established, if the proof be sufficient and although the proof may result from one's exercise of his right to speak freely.[46]

Antiunion violence promoted by the employer.—Employers have been held responsible for physical violence against employees because of their union membership or activity where the employer has encouraged his employees to hostile action against union organizers,[47]

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[35] *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514, 518; *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 592–596, *Texarkana Bus Co.* v. *N. L. R. B.*, 119 F. (2d) 480, 484 (C. C. A. 8); *N. L. R. B.* v. *Reynolds Wire Co.*, 121 F. (2d) 627, 628–629 (C. C. A. 7); *N. L. R. B.* v. *Stover*, 114 F. (2d) 513, 515 (C. C. A. 10); *Solvay Process Co.* v. *N. L. R. B.*, 117 F. (2d) 83, 85 (C. C. A. 5); *N. L. R. B.* v. *Reed & Prince Mfg. Co.*, 118 F. (2d) 874, 883–885 (C. C. A. 1); *Oughton* v. *N. L. R. B.*, 118 F. (2d) 486, 489 (C. C. A. 3); *N. L. R. B.* v. *Chicago Apparatus Co.*, 116 F. (2d) 753, 756–757 (C. C. A. 7); *Triplex Screw Co.* v. *N. L. R. B.*, 117 F. (2d) 858, 860 (C. C. A. 6).

[36] *N. L. R. B.* v. *Reynolds Wire Co.*, 121 F. (2d) 627, 628 (C. C. A. 7); *Corning Glass Works* v. *N. L. R. B.*, 118 F. (2d) 625, 629 (C. C. A. 2); *N. L. R. B.* v. *Auburn Foundry, Inc.*, 119 F. (2d) 331, 335 (C. C. A. 7); *Valley Mould & Iron Corp.* v. *N. L. R. B.*, 116 F. (2d) 760, 762 (C. C. A. 7); *Oughton* v. *N. L. R. B.*, 118 F. (2d) 486, 489 (C. C. A. 3); *N. L. R. B.* v. *Chicago Apparatus Co.*, 116 F. (2d) 753, 756–757 (C. C. A. 7).

[37] *N. L. R. B.* v. *General Motors Corp.*, 116 F. (2d) 306, 309 (C. C. A. 7).

[38] *N. L. R. B.* v. *West Texas Utilities Co.*, 119 F. (2d) 683, 684 (C. C. A. 5).

[39] *International Ass'n of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 78, enf'g 8 N. L. R. B. 621, 645; *N. L. R. B.* v. *Roebling's Sons Co.*, 120 F. (2d) 289, 291 (C. C. A. 3); *Valley Mould & Iron Corp.* v. *N. L. R. B.*, 116 F. (2d) 760, 763 (C. C. A. 7).

[40] *N. L. R. B.* v. *Roebling's Sons Co.*, 120 F. (2d) 289, 291 (C. C. A. 3).

[41] *N. L. R. B.*, v. *Chicago Apparatus Co.*, 116 F. (2d) 753, 756 (C. C. A. 7).

[42] *N. L. R. B.* v. *Schmidt Baking Co.*, 122 F. (2d) 162, 164 (C. C. A. 4); *N. L. R. B.* v. *Stover*, 114 F. (2d) 513, 515 (C. C. A. 10); *Stewart Die Casting Corp.* v. *N. L. R. B.*, 114 F. (2d) 849, 853 (C. C. A. 7); *Valley Mould & Iron Corp.* v. *N. L. R. B.*, 116 F. (2d) 760, 762 (C. C. A. 7).

[43] *Corning Glass Works* v. *N. L. R. B.*, 118 F. (2d) 625, 628 (C. C. A. 2).

[44] *Colorado Fuel & Iron Corp.* v. *N. L. R. B.*, 121 F. (2d) 165, 175 (C. C. A. 10).

[45] See, for example, *International Ass'n of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 76, 78, 79, 81; *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 588, 597–598.

[46] 118 F. (2d) 500, 505.

[47] *N. L. R. B.* v. *New Era Die Co.*, 118 F. (2d) 500, 504 (C. C. A. 3); *N. L. R. B.* v. *Elkland Leather Co.*, 114 F. (2d) 221, 224 (C. C. A. 3); *N. L. R. B.* v. *Ford Motor Co.*, 114 F. (2d) 905, 909–913 (C. C. A. 6).

incited employees to violence by dominating a labor organization engaged in violence,[48] and by permitting antiunion employees violently to evict union members from the plant.[49]

Other interference.—It has also been held to be a violation of section 8 (1) for an employer to contribute funds to the local mayor and "citizens' committee" to promote their antiunion and strike-breaking activity,[50] to permit, without repudiation, prominent community figures and publications to publicize the employer's hostility toward labor organizations,[51] to induce employees to subscribe to a stock purchase plan providing that the employees would not request a wage increase,[52] and to interfere with an election conducted by the Board by refusing to post notices of the election and by threatening and intimidating the employees if they participated therein.[53]

UNFAIR LABOR PRACTICES—SECTION 8 (2)

In the main, litigation under section 8 (2) during the past year has involved the application of principles already established, rather than development of new principles. Of notable importance, however, are the decisions of the Supreme Court recognizing the subtlety of the pressures which the Board, as an experienced specialized tribunal, must appraise in the light of the "whole congeries of facts" [54] and of the "imponderables permeating" the record.[55] "The detection and appraisal of such imponderables are indeed one of the essential functions of an expert administrative agency." [56] These considerations are especially important in connection with the question of assistance to labor organizations, for, as the Court noted:

> Known hostility to one union and clear discrimination against it may indeed make seemingly trivial intimations of preference for another union powerful assistance for it. Slight suggestions as to the employer's choice between unions may have telling effect among men who know the consequences of incurring that employer's strong displeasure.[57]

Subtle manifestations may be as effective as direct.[58]

Assistance to one labor organization by expression of hostility to another has been noted in several of the decisions of the various circuit courts of appeals.[59] Other forms of assistance have included securing of bank loans,[60] use of undercover operatives to spy upon activities of a rival organization,[61] distribution by the employer of ballots providing an opportunity to vote for a "company union"

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[48] *Eagle-Picher Mining & Smelting Co.* v. *N. L. R. B.*, 119 F. (2d) 903, 910 (C. C. A. 8).
[49] *N. L. R. B.* v. *General Motors Corp.*, 116 F. (2d) 306, 309–310 (C. C. A. 7).
[50] *Bethlehem Steel Co* v. *N. L. R. B.*, 120 F. (2d) 641, 646 (C. A. D. C.).
[51] *N. L. R. B.* v. *Ekland Leather Co.*, 114 (2d) 221, 223 (C. C. A. 38).
[52] *N. L. R. B. v. Vincennes Steel Corp.*, 117 F. (2d) 169, 171–174 (C. C. A. 7).
[53] *New York Handkerchief Mfg. Co.* v. *N. L. R. B.*, 114 F. (2d) 144, 147 (C. C. A. 7).
[54] *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 588.
[55] *International Ass'n of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 79.
[56] *Ibid.*
[57] *Idem*, at 78.
[58] *Link-Belt* case, *supra*, n. 54, at 599.
[59] *New Idea, Inc.* v. *N. L. R. B.*, 117 F. (2d) 517, 523 (C. C. A. 7); *Texas Co.* v. *N. L. R. B.*, 119 F. (2d) 23, 24–26 (C. C. A. 7); *N. L. R. B.* v. *Superior Tanning Co.*, 117 F. (2d) 881, 887–888 (C. C. A. 7); *N. L. R. B.* v. *Texas Mining and Smelting Co.*, 117 F. (2d) 86, 89 (C. C. A. 5); *N. L. R. B.* v. *Moltrup Steel Products Co.*, 121 F. (2d) 612, 616 (C. C. A. 3); *N. L. R. B.* v. *Blossom Products Corp.*, 121 F. (2d) 260, 261–262 (C. C. A. 3); *N. L. R. B.* v. *Aluminum Products Co.*, 120 F. (2d) 567, 569–572 (C. C. A. 7); *N. L. R. B.* v. *West Texas Utilities Co.*, 119 F. (2d) 683, 685 (C. C. A. 5).
[60] *Eagle-Picher Mining & Smelting Co.* v. *N. L. R. B.* 119 F. (2d) 903, 908–909 (C. C. A. 8).
[61] *Bethlehem Steel Co.* v. *N. L. R. B.*, 120 F. (2d) 641, 647 (C. A. D. C.); *N. L. R. B.* v. *Dow Chemical Co.*, 117 F. (2d) 455, 457–458 (C. C. A. 6). It has been held that there need be no showing that any specific use was made of the information obtained by labor spies or that the employees knew they were being watched. *Bethlehem Steel* case, *supra*, at p. 647.

when none is in existence[62] and employer interference with the attempts of non-affiliated craft organizations to combine into one industrial union or to affiliate with an outside organization.[63]

The courts have also noted as indicia of company domination and support, an employer's precipitate recognition of a labor organization without requiring it to prove its majority status,[64] unusual readiness on the part of an employer to bargain,[65] and a docile approach to collective bargaining on the part of the labor organization.[66]

It is also now established that a finding of company domination is not precluded by the fact that substantial gains have been obtained for the employees by the collective bargaining of the dominated organization.[67]

The continuing effect of assistance rendered to a predecessor union has also been noted.[68] In accordance with well-established principle, nothing less than complete disestablishment of the predecessor can be deemed to wipe out the effects of the employer's unlawful practices, and even the employees' own earnest efforts to revise a dominated organization in accordance with the Act may not be sufficient to avoid continuing influence of the employer's unlawful domination of the old organization.[69]

Unfair Labor Practices—Section 8 (3)

The prohibitions of section 8 (3) have received important clarification in cases decided during this year.

Refusal to hire.—The long debated question whether a rejection of an applicant for a job because of his union affiliation constitutes discrimination violating section 8 (3) was definitively resolved by the Supreme Court in *Phelps Dodge Corp.* v. *N. L. R. B.*[70] The Court squarely held that a refusal to hire two employees "solely because of their affiliation with the Union was an unfair labor practice under section 8 (3)",[71] stating:

> It is no longer disputed that workers cannot be dismissed from employment because of their union affiliations. Is the national interest in industrial peace less affected by discrimination against union activity when men are hired? The contrary is overwhelmingly attested by the long history of industrial conflicts, the diagnosis of their causes by official investigations, the conviction of public men, industrialists and scholars.[72]

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[62] *N. L. R. B.* v. *Christian Board of Publication*, 113 F. (2d) 678, 682 (C. C. A. 8); *N. L. R. B.* v. *Skinner & Kennedy Stationery Co.*, 113 F. (2d) 667, 669 (C. C. A. 8). It has also been held that an employer violates Section 8 (2) by suggesting the formation of an inside union even though the suggestion is not favorably received by the employees. *N. L. R. B.* v. *Crystal Spring Finishing Co.*, 116 F. (2d) 669, 672 (C. C. A. 1).

[63] *Corning Glass Works* v. *N. L. R. B.*, 118 F. (2d) 625, 629 (C. C. A. 2).

[64] *N. L. R. B.* v. *Blossom Products Corp.* 121 F. (2d) 260, 262 (C. C. A. 3); *N. L. R. B.* v. *Moltrup Steel Products Co.*, 121 F. (2d) 612, 617 (C. C. A. 3); *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 598; *Cudahy Packing Co.* v. *N. L. R. B.* 116 F. (2d) 367, 370 (C. C. A. 8). See also *N. L. R. B.* v. *Christian Board of Publication*, 113 F. (2d) 678, 682 (C. C. A. 8).

[65] *International Ass'n of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 79; *New Idea, Inc.* v. *N. L. R. B.*, 117 F. (2d) 517, 522–524 (C. C. A. 7).

[66] *N. L. R. B.* v. *Aluminum Products Co.*, 120 F. (2d) 567, 571 (C. C. A. 7); *N. L. R. B.* v. *Skinner & Kennedy Stationery Co.*, 113 F. (2d) 667, 670 (C. C. A. 8); *N. L. R. B.* v. *Blossom Products Co.*, 121 F. (2d) 260, 262 (C. C. A. 3); *N. L. R. B.* v. *Roebling's Sons Co.*, 120 F. (2d) 289, 294 (C. C. A. 3); *N. L. R. B.* v. *General Motors Corp.*, 116 F. (2d) 306, 309 (C. C. A. 7).

[67] *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 587, 600; *Western Union Telegraph Co.* v. *N. L. R. B.*, 113 F. (2d) 992, 997 (C. C. A. 2); *Corning Glass Works* v. *N. L. R. B.*, 118 F. (2d) 625, 629 (C. C. A. 2).

[68] *Eagle-Picher Mining & Smelting Co.* v. *N. L. R. B.*, 119 F. (2d) 903 (C. C. A. 8).

[69] *Colorado Fuel & Iron Corp.* v. *N. L. R. B.*, 121 F. (2d) 165 (C. C. A. 10).

[70] 313 U. S. 177, 182–187.

[71] *Idem*, at 187.

[72] *Idem*, at 183.

This decision is important not only because it conclusively establishes the illegality under the Act of blacklisting practices, but also because it will relieve the Board in many cases of the burden of receiving evidence upon, and determining, difficult questions involving employee status. Inasmuch as it is now clear that a discriminatory refusal to hire a stranger is as much a violation of the Act as a discriminatory refusal to reinstate a striking employee, for example, it will often be unnecessary for the Board to decide whether a complainant has lost his status as an employee within the meaning of the Act.[73]

Closed-shop agreements.—The proviso contained in Section 8 (3) permits closed-shop agreement under specified conditions. If the proviso is not to be used as a means of committing unfair labor practices, it is essential that these conditions be strictly enforced. They are, first, that the labor organization with which the agreement is made must not be one established, maintained or assisted by unfair labor practices, and, second, that it be the designated bargaining representative of an uncoerced majority in an appropriate unit when the agreement is made. In *International Association of Machinists* v. *N. L. R. B.*, the Supreme Court sustained the Board's invalidation of a closed-shop agreement with a nationally affiliated union on the ground that the union had been illegally assisted and was therefore not the representative of an uncoerced majority.[74] The Court made it clear that no narrow construction was to be put on the "assistance" which would permit the invalidation of such contracts:

> Known hostility to one union and clear discrimination against it may indeed make seemingly trivial intimations of preference for another union powerful assistance for it. Slight suggestions as to the employer's choice between unions may have telling effect among men who know the consequences of incurring that employer's strong displeasure. The freedom of activity permitted one group and the close surveillance given another may be more powerful support for the former than campaign utterances.
>
> To be sure, it does not appear that the employer instigated the introduction of petitioner into the plant. But the Board was wholly justified in finding that the employer "assisted" it in its organizational drive. Silent approval of or acquiescence in that drive for membership and close surveillance of the competitor; the intimations of the employer's choice made by superiors; the fact that the employee-solicitors had been closely identified with the company union until their quick shift to petitioner; the rank and position of those employee-solicitors; the ready acceptance of petitioner's contract and the contemporaneous rejection of the contract tendered by U. A. W.; the employer's known prejudice against the U. A. W. were all proper elements for it to take into consideration in weighing the evidence and drawing its inferences. To say that the Board must disregard what preceded and what followed the membership drive would be to require it to shut its eyes to potent imponderables permeating this entire record. The detection and appraisal of such imponderables are indeed one of the essential functions of an expert administrative agency.[75]

UNFAIR LABOR PRACTICES—SECTION 8 (5)

Refusal to enter into a signed contract covering matters agreed upon.—At the beginning of the past fiscal year there existed a con-

[73] This is plainly illustrated in the *Phelps Dodge* case where the position of the Board had been sustained by the circuit court with respect to a group of striking employees, but not with respect to two non-employees. The Supreme Court, sustaining the Board's position with respect to the non-employees, found it unnecessary to consider separately the case of the striking employees. *Idem.* at 189.

[74] 311 U. S. 72, 75–81; cf. *N. L. R. B.* v. *McKesson & Robbins, Inc.*, 121 F. (2d) 84 (C. A.–D. C.); *Eagle-Picher Mining and Smelting Co.* v. *N. L. R. B.*, 119 F. (2d) 903 (C. C. A. 8).

[75] *Idem*, at 78–79.

flict of opinion among the various Circuit Courts of Appeals as to whether an employer's refusal to enter into a signed contract with the representative of his employees, covering matters agreed upon, constituted a refusal to bargain within the meaning of section 8 (5).[76] That a refusal to embody terms agreed upon in a signed contract does constitute a refusal to bargain is now decisively settled by the Supreme Court.[77] In reaching this result, the court called attention to the practice of administrative agencies dealing with labor relations and to the history of the collective bargaining process which shows that "refusal to sign a written contract has been a not infrequent means of frustrating the bargaining process," whereas "the signed agreement has been regarded as the effective instrument of stabilizing labor relations." [78]

Employers' duty to bargain in good faith.—It is, of course, well settled that *bona fide* negotiation is inherent in the term "collective bargaining." The Circuit Courts of Appeals have had occasion to note many of the indicia of an absence of good faith on the part of employers in their bargaining relationships. An employer is not entitled to dictate an arbitrary method of proof of majority status such as a demand for a union's membership list.[79] He may not refuse an offer of a reasonable method of proof, such as a check of membership against pay roll by the Board or some other impartial agent,[80] or a consent election conducted by the Board.[81] An absence of good faith may also be revealed by dilatory tactics during negotiations,[82] or by unilateral action, or attempts to bargain with employees individually, concerning matters under discussion with the employees' representative.[83] The sincerity of an employer's effort in negotiating with a labor organization may also be tested by the length of time involved in negotiations and the persistence with which the employer "offers opportunity for agreement." [84] It has also been held to be a refusal to bargain within the meaning of Section 8 (5) for an employer to take the position that all proposals must come from the union, and that his only duty is to accept or reject such proposals,[85] or to reject a contract clause proposed by the union merely because it embodies no more than is already prescribed by law.[86]

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[76] The First, Second, Fourth, Sixth, and Tenth Circuit Courts of Appeals had held such a refusal to be a violation of section 8 (5); the Seventh Circuit Court of Appeals had held to the contrary. See *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514, 526n.

[77] *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514, 526.

[78] *Idem*, at 523–526.

[79] *N. L. R. B.* v. *Moltrup Steel Products Co.*, 121 F. (2d) 612 (C. C. A. 3).

[80] *N. L. R. B.* v. *Moltrup Steel Products Co., supra*, n. 79; *N. L. R. B.* v. *New Era Die Co.*, 118 F. (2d) 500 (C. C. A. 3); *Solvay Process Co.* v. *N. L. R. B.*, 117 F. (2d) 83 (C. C. A. 5).

[81] *N. L. R. B.* v. *Moltrup Steel Products Co., supra*, n. 79; *N. L. R. B.* v. *Schmidt Baking Co.*, 122 F. (2d) 162 (C. C. A. 4).

[82] *N. L. R. B.* v. *Chicago Apparatus Co.*, 116 F. (2d) 753, 758–759 (C. C. A. 7); *Singer Mfg. Co.* v. *N. L. R. B.*, 119 F. (2d) 131, 134–139 (C. C. A. 7); *N. L. R. B.* v. *Acme Air Appliance Co.*, 117 F. (2d) 417, 418–421 (C. C. A. 2).

[83] *N. L. R. B.* v. *Pilling & Son Co.*, 118 F. (2d) 32, 35–36 (C. C. A. 3); *N. L. R. B.* v. *Acme Air Appliance Co.*, 117 F. (2d) 417, 420 (C. C. A. 2); *Inland Lime & Stone Co.* v. *N. L. R. B.*, 119 F. (2d) 20, 22 (C. C. A. 7); *N. L. R. B.* v. *Highland Shoe, Inc.*, 119 F. (2d) 218, 221 (C. C. A. 1); *N. L. R. B.* v. *Schmidt Baking Co.*, 122 F. (2d) 162, 163–164 (C. C. A. 4); *Oughton* v. *N. L. R. B.*, 118 F. (2d) 486, 498 (C. C. A. 3); *N. L. R. B.* v. *Lightner Publishing Corp.*, 113 F. (2d) 621, 625 (C. C. A. 7); *Stewart Die Casting Corp.* v. *N. L. R. B.*, 114 F. (2d) 849, 853 (C. C. A. 7).

[84] *N. L. R. B.* v. *P. Lorillard Co.*, 117 F. (2d) 921, 924 (C. C. A. 6), certiorari granted upon another issue, 313 U. S. 557.

[85] *N. L. R. B.* v. *Pilling & Son Co.*, 119 F. (2d) 32, 37 (C. C. A. 3); *Inland Lime & Stone Co.* v. *N. L. R. B.*, 119 F. (2d) 20, 22 (C. C. A. 7).

[86] *Singer Mfg. Co.* v. *N. L. R. B.*, 119 F. (2d) 131, 138 (C. C. A. 7); *N. L. R. B.* v. *Boss Mfg. Co.*, 118 F. (2d) 187, 188–189 (C. C. A. 7) (in contempt proceedings).

And an insistence upon bargaining by mail coupled with a refusal to furnish representatives for "personal conferences" at the situs of the controversy has been held to be a refusal "to accept the process of collective bargaining." [87]

EMPLOYEE STATUS UNDER THE ACT

Effect of substantially equivalent employment.—The most important decision of the year relating to the question of employee status is *Phelps Dodge Corp.* v. *N. L. R. B.*,[88] holding that a discharged employee who has obtained other regular and substantially equivalent employment does not thereby lose the status of an employee for the purposes of the Board's remedial action. The Court adopted the Board's view that section 2 (3) operates to limit the meaning of "employee" in sections 8 (5) and 9 (a) of the Act, but not in section 10 (c).[89]

Supervisory employees.—The dual status of the supervisory employee, who is employer with respect to employees and employee with respect to his employer, has been expressly noted in several cases decided during the fiscal year. Attempts to escape responsibility for unfair labor practices against supervisors on the ground that as employers they are not entitled to the protection of the Act have been repudiated,[90] as has the contrary attempt to escape responsibility for unfair labor practices of supervisors on the ground that as employees they are entitled to participate in organizing activities.[91]

EMPLOYERS

A number of interesting cases decided this year involve the definition of an employer under the Act. In *N. L. R. B.* v. *Bachelder*,[92] the applicability of the statute to the labor practices of a receiver was sustained. In *N. L. R. B.* v. *W. H. Carroll*,[93] it was held, in accordance with similar rulings under the Fair Labor Standards Act and the Social Security Act,[94] that an employer carrying mail under contract with the United States, cannot claim the exemption of the United States, and is an employer within the meaning of section 2 (2) of the Act.

The rule of *N. L. R. B.* v. *Kiddie Kover Mfg. Co.*, that "it is the employing industry that is sought to be regulated," [95] was applied in a diversity of situations. In the *Bachelder* case,[96] an order directed against a receiver, based upon the unfair labor practices of his predecessor, was sustained. In *Bethlehem Shipbuilding Corp.* v. *N. L. R. B.*,[97] the corporation which had committed the unfair labor practices was merged, before issuance of the Board's order, into its parent corpora-

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[87] *N. L. R. B.* v. *P. Lorillard Co.*, 117 F. (2d) 921, 924 (C. C. A. 6), certiorari granted upon another issue, 313 U. S. 557.
[88] 313 U. S. 177.
[89] *Idem*, at 190–192.
[90] *N. L. R. B.* v. *Skinner & Kennedy*, 113 F. (2d) 667, 671 (C. C. A. 8); *Eagle-Picher Mining & Smelting Co.* v. *N. L. R. B.*, 119 F. (2d) 903, 911 (C. C. A. 8).
[91] *International Ass'n of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 80–81; *N. L. R. B.* v. *Christian Board of Publication*, 113 F. (2d) 678, 682 (C. C. A. 8).
[92] 120 F (2d) 574 (C. C. A. 7).
[93] 120 F. (2d) 457 (C. C. A. 1).
[94] *Fleming* v. *Gregory*, 36 F. Supp. 776 (E. D. La.); *Magann* v. *Long's Baggage Transfer Co., Inc.*, decided July 5, 1941 (D. C. W. D. Va.); *Thompson* v. *Daugherty*, decided July 31, 1941 (D. C. Md.); Social Security Act, Bureau of Internal Revenue Rulings, XVI–42–8992, S. S. T. 205, Internal Revenue Cumulative Bulletin 1937–2, pp. 438–440.
[95] 105 F. (2d) 179, 183 (C. C. A. 6).
[96] 120 F. (2d) 574 (C. C. A. 7).
[97] 114 F. (2d) 930 (C. C. A. 1).

tion. The Board's order directed against the subsidiary "and its officers, agents, successors, and assigns" was sustained over objection.[98] In *Bethlehem Steel Co.* v. *N. L. R. B.*, the inclusion of "successors and assigns" was again expressly sustained as necessary to prevent nullification of the Board's order by reorganization or transfer.[99]

In several important decisions of the year, the courts have considered and rejected contentions which sought to limit employer responsibility by the application of unrealistic tests derived from common law rules of agency. The controlling rule was clearly laid down in *International Association of Machinists* v. *N. L. R. B.*:

> The employer, however, may be held to have assisted the formation of a union even though the acts of the so-called agents were not expressly authorized or might not be attributable to him on strict application of the rules of *respondeat superior*. We are dealing here not with private rights (*Amalgamated Utility Workers* v. *Consolidated Edison Co.*, 309 U. S. 261) nor with technical concepts pertinent to an employer's legal responsibility to third persons for acts of his servants, but with a clear legislative policy to free the collective bargaining process from all taint of an employer's compulsion, domination, or influence. The existence of that interference must be determined by careful scrutiny of all the factors, often subtle, which restrain the employees' choice and for which the employer may fairly be said to be responsible. Thus where the employees would have just cause to believe that solicitors professedly for a labor organization were acting for and on behalf of the management, the Board would be justified in concluding that they did not have the complete and unhampered freedom of choice which the Act contemplates. Here there was ample evidence to support that inference. As we have said, Fouts, Shock, Dininger, and Bolander all had men working under them. To be sure, they were not high in the factory hierarchy and apparently did not have the power to hire or to fire. But they did exercise general authority over the employees and were in a strategic position to translate to their subordinates the policies and desires of the management.[1]

It is now clear, as the Board has long maintained and as the effective enforcement of the Act plainly requires, that considerations of supervisory status, power to hire or fire and other tests derived from the traditional doctrine of *respondeat superior* do not afford a decisive criterion. To the extent that an employer "may seek or be in a position to secure any advantage" from acts prejudicial to freedom of self-organization, they may be restrained whether or not they were authorized or directed by him.[2]

Orders

The Board's litigation during the fiscal year has shown a marked increase of emphasis on questions concerning the scope of the Board's remedial powers. While the Board's position has not been uniformly sustained, the broad discretionary power which the Board may exercise as an expert administrative tribunal has been strikingly stated in a number of important cases.

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[98] *Idem*, at 933, 941–942.

[99] 120 F. (2d) 641, 650–651 (C. A.-D. C.). In *N. L. R. B.* v. *Timpken Silent Automatic Co.*, 114 F. (2d) 449 (C. C. A. 2) enforcement proceedings against a parent corporation continuing the business of its dissolved wholly-owned subsidiary were dismissed, although dismissal as against the subsidiary was denied. It should be noted that this decision does not involve the validity or effect of the "successors and assigns" clause and does not pass upon whether the parent would be answerable in contempt proceedings for violation of the order against the subsidiary. See dissenting opinion, at 451. It may also be observed that the decision is rested upon the principle of *N. L. R. B.* v. *National Casket Co.*, 107 F. (2d) 992 (C. C. A. 2) and *Phelps Dodge Corp.* v. *N. L. R. B.*, 113 F. (2d) 202 (C. C. A. 2), subsequently overruled in *Phelps Dodge Corp.* v. *N. L. R. B.*, 313 U. S. 177.

[1] 311 U. S. 72, 80. Accord: *N. L. R. B.* v. *Link-Belt*, 311 U. S. 584, 599.

[2] *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514, 520; *Atlas Underwear Co.* v. *N. L. R. B.*, 116 F. (2d) 1020, 1023, (C. C. A. 6).

Cease and desist orders.—The Act expressly provides for cease and desist orders with respect to unfair labor practices found.[3] In a few instances, however, Circuit Courts of Appeals have failed or declined to enforce such orders although they have sustained the findings on which they were based.[4] In *N. L. R. B.* v. *Express Publishing Co.*, the Supreme Court squarely ruled that upon a finding of refusal to bargain an order requiring respondent to cease and desist from refusing to bargain "was in exact compliance with the statute and should have been left undisturbed." [5] At the same time, the Court directed that an order in the language of section 8 (1) of the Act be more narrowly phrased. The Board's view has been that an order limited to the particular violation committed does not afford adequate protection against subtle evasions, and that a broad order in the language of section 8 (1) was therefore necessary, to be construed, of course, in the light of the illegal conduct found by the Board to have occurred.[6] The Supreme Court took the view that an order broader than the specific violation found would be appropriate but required that it be somewhat more limited in scope than the provisions of section 8 (1) of the Act.[7] At the same time, the Court made it clear that the broad order would be appropriate when "the record disclosed persistent attempts by varying methods" to infringe upon the right of employees under the Act.[8] The Court also took occasion to declare that the orders of the Board are to be broadly construed so as to strike down subtle evasions "by indirections or formal observances." [9]

Disestablishment.—The Board's discretionary power to require disestablishment of company dominated unions was established by the decision of the Supreme Court in the *Greyhound* cases.[10] Persistent efforts have been made by employers, however, to urge that something less than complete disestablishment is all that may be required.[11] It is to be hoped that the question has been set at rest by *H. J. Heinz Co.* v. *N. L. R. B.*[12]

Reinstatement orders and back pay orders.—In *Phelps Dodge Corp.* v. *N. L. R. B.*,[13] the Court resolved the much controverted question of whether a discriminatory refusal to hire violates the Act. Holding such refusal to be an unfair labor practice under section 8 (3), the

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[3] Act, sec. 10 (c); *N. L. R. B.* v. *Pennsylvania Greyhound Lines, Inc.*, 303 U. S. 261, 265; *Amalgamated Utility Workers* v. *Consolidated Edison Co.*, 309 U. S. 261, at 265.

[4] *Globe Cotton Mills* v. *N. L. R. B.*, 103 F. (2d) 91 (C. C. A. 5); *N. L. R. B.* v. *Express Publishing Co.*, 111 F. (2d) 588 (C. C. A. 5), reversed, 312 U. S. 426; *Virginia Electric and Power Co.* v. *N. L. R. B.*, 115 F. (2d) 414 (C. C. A. 4), certiorari granted, 312 U. S. 677; *N. L. R. B.* v. *Automotive Maintenance Machinery Co.*, 116 F. (2d) 350 (C. C. A. 7).

[5] *N. L. R. B.* v. *Express Publishing Co.*, 312 U. S. 426, 432; cf. *N. L. R. B.* v. *Bradford Dyeing Ass'n.*, 310 U. S. 318, 323–324.

[6] See, for example, Supplemental Memorandum, submitted by the Board in Nos. 3482 and 3528, *N. L. R. B.* v. *Somerset Shoe Co.*, 111 F. (2d) 681 and *N. L. R. B.* v. *Waumbec Mills, Inc.*, 114 F. (2d) 226 (C. C. A. 1); Memorandum, submitted by the Board in *N. L. R. B.* v. *Swayne & Hoyt, Ltd.*, decided December 8, 1939 (C. C. A. 9); Petition for Rehearing in *Press Co., Inc.* v. *N. L. R. B.*, 118 F. (2d) 937, 954.

[7] In addition to the order prohibited "refusing to bargain," the Court approved an order prohibiting "in any manner interfering with the efforts of the Guild to bargain." *N. L. R. B.* v. *Express Publishing Co.*, 312 U. S. 426, 439. While the full scope of the order so phrased remains to be tested and is giving rise to much litigation, it appears probable that it will prove to have substantially the same effect as the wider form of order construed in accordance with traditional practice in contempt cases.

[8] *N. L. R. B.* v. *Express Publishing Co.*, 312 U. S. 426, 437–438.

[9] *Idem*, at 437.

[10] *N. L. R. B.* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261; *N. L. R. B.* v. *Pacific Greyhound Lines*, 303 U. S. 272.

[11] See Fourth Annual Report, pp. 129–130; Fifth Annual Report, pp. 104–105.

[12] 311 U. S. 514, 521–523; cf. *N. L. R. B.* v. *Link-Belt Co.*, 311 U. S. 584, 600.

[13] 313 U. S. 177.

Court ruled that the Board was empowered not merely to require the employer to cease and desist from such violation, but also to order the employer to undo the wrong by offering the men discriminated against the opportunity for employment which should not have been denied them.[14] The Court also considered, in the *Phelps Dodge* case and in *Continental Oil Co.* v. *N. L. R. B.*,[15] whether the Board's power to require reinstatement was defeated where the employee had obtained regular and substantially equivalent employment elsewhere. The Court held that the appropriateness of such an order was within the Board's discretion, and directed that the case be remanded to the Board to permit the Board to redetermine the appropriateness of the order.[16] The Court rejected a modification of the back pay orders requiring deduction of amounts the workers "failed without excuse to earn" and directed that the necessity for such deductions be determined in the first instance by the Board under appropriate procedures to be devised by it.[17] In this connection, the Court noted with approval many examples of the Board's flexible exercise of its authority with respect to back pay orders "to attain just results in diverse, complicated situations." [18]

An important problem relating to back pay orders concerned the framing of appropriate relief in cases where employees discriminatorily discharged had found employment on federal or other work relief projects. The Board was of the view that the policies of the Act would best be effectuated by requiring the employer to reimburse the governmental agencies concerned in order to prevent him from shifting the burden of his unfair labor practices to the shoulders of the relief agencies. The question was authoritatively resolved in the negative, however, in *Republic Steel Corp.* v. *N. L. R. B.*[19]

Written agreements.—The greatly mooted question of whether agreements reached through collective bargaining may be required to be embodied in written contracts signed by the employer, was settled affirmatively by the *Heinz* case.[20]

Other remedial action.—Several important questions relating to Board orders have arisen during the past year but have not yet been definitely settled. These involve, among others, the validity of orders requiring reimbursement of wages checked off by the employer in favor of company-dominated organizations,[21] and the validity of so-called "cautionary" orders, designed to restrain the commission of unfair labor practices which have not been committed but which

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[14] *Idem*, at 187–188.
[15] 313 U. S. 212.
[16] 313 U. S. 177, 189–197; 313 U. S. 212, 214.
[17] *Phelps Dodge Corp.* v. *N. L. R. B.*, 313 U. S. 177, 197–200.
[18] *Idem*, at 198–199.
[19] 311 U. S. 7.
[20] 311 U. S. 514, 523–526.
[21] Orders requiring employers to cease and desist giving effect to check-off agreements have been enforced in *Titan Metal Mfg. Co.* v. *N. L. R. B.*, 106 F. (2d) 254 (C. C. A. 3); *N. L. R. B.* v. *West Kentucky Coal Co.*, 116 F. (2d) 816 (C. C. A. 6); *N. L. R. B.* v. *J. Greenebaum Tanning Co.*, 110 F. (2d) 984 (C. C. A. 7); *Kansas City Power & Light Co.* v. *N. L. R. B.*, 111 F. (2d) 340 (C. C. A. 8); *N. L. R. B.* v. *Continental Oil Co.*, 121 F. (2d) 120 (C. C. A. 10). Reimbursement orders, however, have been refused enforcement in the *Greenbaum, Kansas City,* and *West Kentucky* cases, *supra*, where the check-off was accompanied by a closed-shop agreement, and in *Western Union Telegraph Co.* v. *N. L. R. B.*, 113 F. (2d) 992 (C. C. A. 2); *A. E. Staley Mfg. Co.* v. *N. L. R. B.*, 117 F. (2d) 868 (C. C. A. 7); and in the *Continental Oil* case, *supra*, where no closed-shop provision was involved. The question has been submitted to the Supreme Court in *Virginia Electric & Power Co.* v. *N. L. R. B.*, 115 F. (2d) 414 (C. C. A. 4), certiorari granted, 312 U. S. 677.

the record shows reason to believe are threatened or likely to be committed in the future if not restrained.[22]

Procedure Before the Board

There were numerous court decisions during the past year upon procedural points in the initiation, hearing, and decision of proceedings before the Board. Many important procedural points were dealt with for the first time. Outstanding were the holdings concerning the Board's power to issue complaints under section 10 (a) and (b) of the Act. It was held that neither an agreement between an employer and a union to submit discharges to regular grievance machinery,[23] nor an agreement by a union with an employer to drop charges before the Board,[24] nor a petition by the charging union that the Board dismiss the complaint because of an amicable settlement of disputed matters between the union and the employer,[25] nor a purported settlement of an unfair labor practice charge by the employer and the Board, where the settlement was subsequently violated,[26] can bar the Board from issuing and prosecuting its complaint in the public interest. Nor is the Board estopped from entertaining charges of unfair labor practices by participation in an election involving the same parties.[27] The Board's power to issue a complaint upon charges filed with it is wholly discretionary and its determination to issue or not issue a complaint is therefore unreviewable, although its action upon a complaint, once issued may be reviewed under section 10 (e) and (f) of the Act.[28]

While the existence of a charge is jurisdictional,[29] the Act imposes no formal requirements with respect to the charge, and the requirements imposed by the Board's rules are for its own administrative convenience. Similarly, the sole function of a complaint is to inform the employer of the unfair labor practices in issue. Accordingly, a variety of asserted formal defects in charge or complaint were held immaterial, where no prejudice appeared.[30]

Regarding hearings for the taking of evidence before trial examiners, the decisions of the courts during the past year recognize the right of trial examiners to engage in the examination of witnesses "to see that facts are clearly and fully developed"; [31] to refuse permission to cross-examine a witness where the testimony sought was immate-

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[22] Cautionary orders requiring preferential listing of employees based on a finding of grave danger that the employer might discriminate against them have been enforced in *N. L. R. B.* v. *C. Nelson Mfg. Co.*, 120 F. (2d) 444, 446–447 (C. C. A. 8), and refused enforcement in *N. L. R. B.* v. *Superior Tanning Co.*, 117 F. (2d) 881, 891 (C. C. A. 7). A cautionary order requiring an employer to bargain with a Union, in the event that the Union's claim to majority status be established in an election to be held, was refused enforcement in *N. L. R. B.* v. *West Kentucky Coal Co.*, 116 F. (2d) 816, 821–822 (C. C. A. 6).

[23] *N. L. R. B.* v. *Newark Morning Ledger Co.*, 120 F. (2d) 266, 268 (C. C. A. 3).

[24] *N. L. R. B.* v. *General Motors Corp.*, 116 F. (2d) 306, 311–312 (C. C. A. 7).

[25] *N. L. R. B.* v. *Prettyman*, 117 F. (2d) 786, 792 (C. C. A. 6).

[26] *N. L. R. B.* v. *Hawk & Buck Co.*, 120 F. (2d) 903, 904, 905 (C. C. A. 5).

[27] *Magnolia Petroleum Co.* v. *N. L. R. B.*, 115 F. (2d) 1007, 1012–1013 (C. C. A. 10); *N. L. R. B.* v. *McKesson & Robbins, Inc.*, 121 F. (2d) 84, 92–94 (C. A.-D. C.).

[28] *Jacobsen* v. *N. L. R. B.*, 120 F. (2d) 96, 99–100 (C. C. A. 3).

[29] Act, Section 10 (b); *N. L. R. B.* v. *Bradford Dyeing Ass'n*, 310 U. S. 318, 342.

[30] *N. L. R. B.* v. *Vencennes Steel Corp.*, 117 F. (2d) 169, 170–171 (C. C. A. 7); *Cudahy Packing Co.* v. *N. L. R. B.*, 116 F. (2d) 367, 373 (C. C. A. 8); *Cudahy Packing Co.* v. *N. L. R. B.*, 118 F. (2d) 295, 298, 303 (C. C. A. 10); *N. L. R. B.* v. *Yale & Towne Mfg. Co.*, 114 F. (2d) 376, 379 (C. C. A. 2); *Stewart Die Casting Corp.* v. *N. L. R. B.*, 114 F. (2d) 849, 857 (C. C. A. 7), certiorari denied, 312 U. S. 680; *Valley Mould & Iron Corp.* v. *N. L. R. B.*, 116 F. (2d) 760, 767 (C. C. A. 7), certiorari denied, 313 U. S. 590; *N. L. R. B.* v. *Pacific Gas & Electric Co.*, 118 F. (2d) 780, 788–789 (C. C. A. 9).

[31] *Bethlehem Steel Co.* v. *N. L. R. B.*, 120 F. (2d) 641, 652 (C. A.-D. C.).

rial;[32] to refuse to grant subpoenas in order that an employer may ask witnesses irrelevant questions;[33] or to refuse a continuance where circumstances do not warrant it in his "rather wide discretion" which is not reviewable by the courts absent a "clear showing of abuse."[34] Since proceedings under the Act are "substantial in their nature,"[35] "material prejudice" to the employer must be proved before he may secure a new hearing because of alleged bias of the examiner.[36]

The Board may consult with subordinates in reaching its decision, and the courts will not "probe the mental processes" of the Board or its assistants so long as the statutory requirements of a hearing and findings of fact have been met.[37] It is unnecessary for the Board to set forth all the evidence in its findings of fact; only those ultimate facts upon which the order is based must be included.[38] Where findings are waived, an order entered by consent cannot be attacked for deficiency of findings.[39] It was also held that the service of an undated, unsigned "copy" of a Board's order upon an employer was not fatal since employer's counsel could easily have resolved his doubts concerning its authenticity.[40] The Board's order, grounded on facts "down through the hearing before the Board,"[41] is unaffected by delay in its making occasioned by injunction against the Board,[42] and retains its potency regardless of subsequent changes in attitude of persons found therein to have violated the Act.[43]

Procedure on Enforcement and Review

Conclusiveness of Board findings supported by evidence.—In *N. L. R. B.* v. *Link-Belt Co.*,[44] the Supreme Court again found it necessary to grant certiorari upon questions of fact,[45] "because of the importance in an orderly administration of the Act of the mandate contained in section 10 (e) that the findings of the Board as to the facts 'if supported by evidence, shall be conclusive.'"[46] The Court considered the evidence supporting the Board's findings in great detail and held the inferences it drew warranted, directing that the Board's order be enforced in full. The Court reemphasized the position of the Board as an expert agency dealing with a specialized field with "the function of appraising conflicting and circumstantial evidence, and the weight and credibility of testimony" and of drawing inferences from the facts.[47]

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[32] *N. L. R. B.* v. *Ed. Friedrich, Inc.*, 116 F. (2d) 888, 889 (C. C. A. 5).
[33] *Bethlehem Steel Co.* v. *N. L. R. B.*, 120 F. (2d) 641, 651 (C. A.-D. C.).
[34] *N. L. R. B.* v. *Algoma Plywood & Veneer Co.*, 121 F. (2d) 602, 604–605 (C. C. A. 7); *Berkshire Knitting Mills* v. *N. L. R. B.*, 121 F. (2d) 235, 237 (C. C. A. 3).
[35] *N. L. R. B.* v. *Ed. Friedrich, Inc.*, 116 F. (2d) 888, 889 (C. C. A. 5).
[36] *N. L. R. B.* v. *Ford Motor Co.*, 114 F. (2d) 905 (C. C. A. 6), certiorari denied 312 U. S. 689; *Bethlehem Steel Co.* v. *N. L. R. B.*, 120 F. (2d) 641, 652 (C. A.-D. C.); *cf. N. L. R. B.* v. *Washington Dehydrated Food Co.*, 118 F. (2d) 980 (C. C. A. 9).
[37] *Bethlehem Steel Co.* v. *N. L. R. B.*, 120 F. (2d) 641, 653 (C. A.-D. C.); *Bethlehem Shipbuilding Corp.* v. *N. L. R. B.*, 114 F. (2d) 930, 942 (C. C. A. 1), certiorari dismissed on motion of petitioning company, 312 U. S. 710; *Berkshire Knitting Mills* v. *N. L. R. B.*, 121 F. (2d) 235, 237–238 (C. C. A. 3); *N. L. R. B.* v. *Ford Motor Co.*, 118 F. (2d) 766, 767–768 (C. C. A. 9).
[38] *N. L. R. B.* v. *Texas Mining & Smelting Co.*, 117 F. (2d) 86 (C. C. A. 5); *N. L. R. B.* v. *Swift & Co.*, 116 F. (2d) 143 (C. C. A. 8).
[39] *N. L. R. B.* v. *Central Missouri Telephone Co.*, 115 F. (2d) 563 (C. C. A. 8).
[40] *N. L. R. B.* v. *Suburban Lumber Co.*, 121 F. (2d) 829 (C. C. A. 3).
[41] *N. L. R. B.* v. *Westinghouse Airbrake Co.*, 120 F. (2d) 1004 (C. C. A. 3).
[42] *Bethlehem Shipbuilding Corp.* v. *N. L. R. B.*, 114 F. (2d) 930 (C. C. A. 1).
[43] *N. L. R. B.* v. *Westinghouse Airbrake Co.*, 120 F. (2d) 1004 (C. C. A. 3).
[44] 311 U. S. 584.
[45] Compare *N. L. R. B.* v. *Waterman Steamship Co.*, 309 U. S. 206, 208; *N. L. R. B.* v. *Bradford Dyeing Ass'n.*, 310 U. S. 318, 320.
[46] *Link-Belt* case, 311 U. S. 584, 586.
[47] *Idem*, at 597.

Remand for exercise of Board's discretion.—In view of the Board's function as sole trier of the facts and its exclusive discretion to shape appropriate remedies under the Act, where findings were absent which in the view of the Court were essential to the validity of the Board's order, the Court ruled that the proper course required a remand to the Board, rather than setting aside or modifying the Board's order.[48]

Representation proceedings.—Orders issued in proceedings under section 9 of the Act for the determination of questions concerning representation are not reviewable orders.[49] Attempts to obtain direct or indirect review have been consistently rejected by the courts.[50] Review is available only when unfair labor practice proceedings are based upon facts certified in a representation proceeding.[51] Such a case was presented in *Pittsburgh Plate Glass Co.* v. *N. L. R. B.*,[52] and the Supreme Court was afforded its first opportunity to make a direct ruling on a number of important issues. Considering the scope of the Board's discretionary power under section 9 (b) to decide in each case what unit is appropriate to effectuate the policies of the Act, the Court squarely held that the Act afforded adequate standards to guide the Board's decision and makes a valid delegation of authority.[53] The Court referred with approval to the criteria the Board has enunciated in its decisions and restated in its Annual Reports as motivating its determination of unit questions.[54] Specifically, the Court upheld the power of the Board to find appropriate a division-wide unit although a majority of employees in one of the six plants involved would have preferred a separate unit, where, in addition to other considerations, it appeared that the separate unit "would frustrate division-wide effort at labor adjustments."[55] The Court considered the relationship between the representation proceeding and the subsequent unfair labor practice proceeding and held:

> It is entirely proper for the Board to utilize its knowledge of the desires of the workers obtained in the prior unit proceeding, since both petitioners, the employer and the Crystal City Union, were parties to that prior proceeding. The unit proceeding and this complaint on unfair labor practices are really one.[56]

In view of this ruling, the court found proper the Board's refusal to permit relitigation of several issues heard in the earlier proceeding without a showing that the evidence offered was more than cumulative.[57]

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[48] *Phelps Dodge Corp.* v. *N. L. R. B.*, 313 U. S. 177, 197, 200; *Continental Oil Co.* v. *N. L. R. B.*, 313 U. S. 212, 214.

[49] *American Federation of Labor* v. *N. L. R. B.*, 308 U. S. 401; *N. L. R. B.* v. *International Brotherhood of Electrical Workers*, 308 U. S. 413.

[50] *American Federation of Labor* and *International Brotherhood* cases, *supra*, n. 49; *Armour & Co.* v. *N. L. R. B.*, 105 F. (2d) 1016 (C. C. A. 7). Cf. *N. L. R. B.* v. *Falk Corp.*, 308 U. S. 453, 456–459; *International Association of Machinists* v. *N. L. R. B.*, 311 U. S. 72, 81–83; but see *N. L. R. B.* v. *P. Lorillard Co.*, 117 F. (2d) 921, 925–926, certiorari granted, 313 U. S. 557. During the year courts refused to review the Board's dismissal of a petition for investigation and certification (*A. G. M. Workers' Assn.* v. *N. L. R. B.*, 117 F. (2d) 209, 210 (C. C. A. 7)); its direction of elections (*Wilson & Co.* v. *N. L. R. B.*, 120 F. (2d) 913, 915 (C. C. A. 7); *DuPont de Nemours & Co.* v. *N. L. R. B.*, 116 F. (2d) 388, 401 (C. C. A. 4), certiorari denied, 313 U. S. 571); and its refusal to abide by a stipulation to hold an election because unfair labor practices had not been dissipated (*N. L. R. B.* v. *Auburn Foundry, Inc.*, 119 F. (2d) 331, 333–334 (C. C. A. 7)).

[51] Act, Section 9 (d); *American Federation of Labor* v. *N. L. R. B.*, 308 U. S. 401, 406.

[52] 313 U. S. 146.

[53] *Idem*, at 152–153, 165–166.

[54] *Idem*, at 153.

[55] *Idem*, at 164–165.

[56] *Idem*, at 157–158.

[57] *Idem*, at 157–158, 162.

Other procedural rulings.—Important rulings were handed down on other procedural points. It was held that Board orders could be reviewed by the courts only on the basis of the transcript certified by the Board under Section 10 (e) of the Act, not on purported narrative statements of the testimony.[58] Three Circuit Courts refused to take jurisdiction of employers' petitions to review Board orders where it appeared that each court would only be able to hear part of cases which had been consolidated for purposes of hearing and order by the Board, and where the cases could be passed on in their entirety by a court of equal dignity to which the Board had petitioned for enforcement.[59] The Third Circuit Court of Appeals held that it had power to enter a supplemental decree when the original decree had been entered at the same term of court,[60] and the Seventh Circuit Court of Appeals held that it could modify its decree enforcing a Board's cease and desist order after the denial of a petition for certiorari seeking to raise the same issue, since such an order was in the nature of a continuing injunction.[61]

C. PROCEEDINGS FOR CONTEMPT OF COURT DECREES ENFORCING BOARD ORDERS

At the beginning of the fiscal year, there were pending before the courts 4 petitions to adjudge respondents in contempt; 15 new petitions were filed during the year and 6 were pending at the close of the year. Thirteen cases have been finally disposed of. Of the 13 closed during the year, 6 were closed after court orders adjudging respondents in contempt and 7 were settled after proceedings had been filed. Brief summaries of the court decisions of the year adjudging respondents in contempt, together with 3 other important decisions involving problems of contempt proceedings are listed below:

Bethlehem Shipbuilding Corporation, Limited, et al. v. *N. L. R. B.*, 120 F. (2d) 126 (C. C. A. 1). A Board motion that subpoenas *ad testificandum* and *duces tecum* be issued for pretrial discovery in a contempt proceeding pending before the Court was denied as a matter of discretion because of the nearness of the hearing. The Court, however, asserted its power to issue such subpoenas under its statutory power to issue writs necessary for the exercise of its jurisdiction.

N. L. R. B. v. *Silvino Giannasca, d. b. a. Imperial Reed and Fibre Company*, 119 F. (2d) 756 (C. C. A. 2). Employer held in contempt for violating a consent decree of the Court enforcing 23 N. L. R. B. No. 45 which required reinstatement of strikers, dismissing strikebreakers if necessary. The Court held that the employer discriminated against the returning strikers as to their wages, warranting the imposition of a penalty on the employer for contempt. The Court held that retention of strikebreakers after striking employees were reinstated constituted a violation of the decree where certain employees

[58] *N. L. R. B.* v. *Foote Bros. Gear & Machine Corp.*, 311 U. S. 620; *N. L. R. B.* v. *Swift & Co.*, 116 F. (2d) 143, 146 (C. C. A. 8).
[59] *Standard Oil Co.* v. *N. L. R. B.*, 114 F. (2d) 743, 744 (C. C. A. 8); *Stanolind Oil & Gas Co.* v. *N. L. R. B.*, 116 F. (2d) 274, 275 (C. C. A. 5); *Texas Co.* v. *N. L. R. B.*, decided September 28, 1940 (C. C. A. 7), certiorari denied, 311 U. S. 712.
[60] *Republic Steel Corp.* v. *N. L. R. B.*, 114 F. (2d) 820 (C. C. A. 3).
[61] *McQuay-Norris Mfg. Co.* v. *N. L. R. B.*, 119 F. (2d) 1009 (C. C. A. 7).

who were returned to work after entry of the consent decree did not receive as many hours of work per week as they did before the strike, though there were no more men in the factory to divide the work when strikers returned than before the strike.

N. L. R. B. v. *Jersey Maid Corporation.* Contempt citation granted May 2, 1941 (C. C. A. 3). The Court found the employer in contempt for having violated its decree of May 9, 1940, enforcing 21 N. L. R. B. 1059, which ordered the disestablishment of a company-dominated union and cancellation of a contract with it. Here the contemptuous conduct of the employer consisted in according recognition to, and dealing with, the successor to the company union ordered disestablished.

N. L. R. B. v. *Highland Park Manuacturing Company*, 8 L. R. R. 174 (C. C. A. 4). The Court found the employer had violated its decree enforcing 12 N. L. R. B. 1238 which ordered the employer to bargain in good faith with the designated representative of its employees in a unit appropriate for collective bargaining.

Waterman Steamship Corporation v. *N. L. R. B., et al*, 119 F. (2d) 760 (C. C. A. 5). Though the Board's position was upheld that the employer had violated the decree of the Court enforcing 7 N. L. R. B. 237, no contempt was citation entered. Substantively, the Court held that releases to an employer by discharged employees are not binding on the Board and that an illegally conditioned offer of reinstatement will not avoid the consequences of an illegal discharge.

N. L. R. B. v. *Boss Manufacturing Co.*, 118 F. (2d) 817 (C. C. A. 7). The Court found the employer in contempt for having violated the decree of the Court enforcing 3 N. L. R. B. 400, which ordered the employer on request to bargain collectively with the designated representative of its employees.

Bussman Mfg. Co. and McGraw Electric Company v. *N. L. R. B.*, 7 L. R. R. 428 (C. C. A. 8). Contempt citation granted on a finding by the Court that the employer had violated its decree enforcing 14 N. L. R. B. 322 which ordered the employer to bargain in good faith with the representative of a majority of its employees.

N. L. R. B. v. *Pearlstone Company*, d. b. a. *Pearlstone Printing & Stationery Company*, 7 L. R. R. 480 (C. C. A. 8). Contempt citation issued on finding by the Court that the employer had not reinstated employees with back pay, posted notices, or notified the Board's Regional Director what steps it had taken to comply with the decree of the Court enforcing 16 N. L. R. B. 636.

N. L. R. B. v. *American Potash & Chemical Corporation*, 118 F. (2d) 630 (C. C. A. 9). The prayer of an employer, to be purged of contempt on filing a report claiming compliance with orders of the Court, denied. The employer had complied with the reinstatement and back pay order of the Court enforcing 3 N. L. R. B. 140, except that the employer had withheld from the employees' back pay an amount allegedly equal to that paid by the employer to their attorney for services in negotiating a contract between the employer and employees. The Court found employer continuing in contempt until it paid the employees an additional amount equal to that paid their attorney.

D. SPECIAL LITIGATION

I. Special Proceedings (Not Arising Under Procedure of Act)

(A) BANKRUPTCY PROCEEDING

1. *To Establish Provability of Back-Pay Claims in a Liquidation Proceeding*

National Labor Relations Board v. *William H. Killoren, as trustee in Bankruptcy of Hamilton-Brown Shoe Company*, a bankrupt (C. C. A. 8). Appeal from order of District Court disallowing claim of Board based upon back-pay award.[62]

2. *Reorganization Proceeding Under Chandler Act (Ch. XI of Bankruptcy Act)*

National Motor Rebuilding Corp. (S. D. N. Y.). Proceedings for approval of plan of reorganization which plan contains provision for manner of payment of back pay provided in a Board order as enforced by a Circuit Court decree.

(B) INJUNCTION PROCEEDINGS

Amalgamated Meat Cutters & Butcher Workmen of North America, Local No. 207 v. *National Labor Relations Board, et al.* (S. D. Cal. Civil No. 1052 H.). Complaint dismissed July 15, 1940, by Judge Harrison as to defendant Spreckels and summons quashed as to Board.

Amalgamated Meat Cutters & Butcher Workmen of North America, Local No. 207 v. *Spreckels* (S. D. Cal. Civil 1076 Y.). Complaint dismissed by Judge Yankwich, August 13, 1940. Affirmed on appeal 119 F. (2d) 64 (C. C. A. 9), April 11, 1941.

National Mineral Co. v. *Patterson* (N. D. Ill.). Dismissed Sept. 18, 1940.

S. Karpen Bros. v. *Patterson* (N. D. Ill.). Dismissed Dec. 26, 1940.

Butler Specialty Co. v. *Patterson* (N. D. Ill.). Dismissed Dec. 26, 1940.

Bethlehem Steel Co. v. *Winters* (W. D. N. Y.). Dismissed April 12, 1941.

Employee Representation Plan of Bethlehem Steel Co. v. *Winters* (W. D. N. Y.). Dismissed April 12, 1940.

Association of Petroleum Workers of the Standard Oil Co. of Ohio v. *Sperry*, (N. D. Ohio.). Dismissed June 28, 1941.

(C) MANDAMUS PROCEEDINGS

Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 207 v. *Hon. Leon R. Yankwich, Judge of the District Court of the United States, Southern District of California Central Division* (C. C. A. 9). Proceeding to compel District Court Judge to take jurisdiction of injunction suit dismissed by him on grounds of lack of jurisdiction of subject matter.[63] Denied 115 F. (2d) 51 (Oct. 21, 1941) and petitioner relegated to remedy on appeal.[64]

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[62] On September 3, 1941, the circuit court rendered its decision reversing the district court and holding the Board's claim for back pay to be provable as a claim of the Board with a wage priority under sec. 64a (2) of the Bankruptcy Act.

[63] See *Amalgamated Meat Cutters* v. *Spreckels* (S. D. Cal. Civil 1076 Y), *supra* I (B).

[64] See *Amalgamated Meat Cutters* v. *Spreckels*, 119 F. (2d) 64, *supra* I (B).

II. PROCEEDINGS UNDER SECTION 11 (2) TO ENFORCE BOARD SUBPENAS

(1) GRANTED

Cudahy Packing Co. v. *National Labor Relations Board*, 117 F. (2d) 692 (C. C. A. 10) decided January 21, 1941, affirming 34 F. Supp. 53 (U. S. D. C. Kan.) enforcing as modified subpena duces tecum.

National Labor Relations Board v. *Goodyear Tire & Rubber Co. et al.*, 36 F. Supp. 413 (N. D. Ohio, decided November 27, 1940).[65]

The Barrett Co. v. *National Labor Relations Board*, 120 F. (2d) 583 (C. C. A. 7), decided May 12, 1941, affirming 35 F. Supp. 588 (S. D. Ill.), enforcing subpena duces tecum issued prior to complaint.

National Labor Relations Board v. *DeMatteo* (S. D. N. Y.). Order to show cause and application to enforce subpena to testify in *Matter of Ford Motor*, II–C–2826, served by substituted service, and order granted on default.[66]

(2) COMPLIANCE WITH SUBPENA AFTER COMMENCEMENT OF PROCEEDING TO ENFORCE SUBPENA UNDER SECTION 11 (2)

National Labor Relations Board v. *Sam Barkin, Inc., et al* (S. D. N. Y.). On compliance with subpena, application to enforce was withdrawn.

(3) CONTEMPT PROCEEDINGS IN SUBPENA CASES

National Labor Relations Board v. *Ritholz* (N. D. Ill.). Respondent adjudicated in contempt for failure to obey order requiring obedience to subpena duces tecum and ordered committed to jail until compliance with subpena. Costs of proceeding (which involved reference to master) assessed against him.

National Labor Relations Board v. *DeMatteo* (S. D. N. Y.). Respondent adjudged in contempt for disobeying order requiring obedience to subpena to testify and fined $150.

III. PETITION BY EMPLOYEE IN CIRCUIT COURT OF APPEALS TO REJECT STIPULATION OF SETTLEMENT BETWEEN BOARD AND EMPLOYER AND TO ENFORCE BOARD ORDER IN FULL AS ORIGINALLY ISSUED

National Labor Relations Board v. *Universal Match Corp.* (C. C. A. 8). Petition of Larry Daniel dismissed December 5, 1940.

PRINCIPLES ESTABLISHED

A. ISSUANCE OF SUBPENAS PRIOR TO COMPLAINT

In *National Labor Relations Board* v. *The Barrett Company*, 120 F. (2d) 583 (C. C. A. 7), the Court affirmed the decision of the District Court upholding the power of the Board to issue and the right of the Board to enforcement of subpenas issued by the Board during the investigation of a charge and prior to issuance of a complaint.

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[65] Affirmed with a minor modification by the Sixth Circuit Court of Appeals on August 15, 1941.

[66] Respondent was later adjudicated in contempt and fined for failure to obey see *infra*, II (3).

B. APPLICATION OF RULES OF CIVIL PROCEDURE TO PROCEEDINGS TO ENFORCE SUBPENAS

In *Cudahy Packing Co.* v. *National Labor Relations Board*, 117 F. (2d) 692 (C. C. A. 10), and *National Labor Relations Board* v. *Goodyear Tire & Rubber Co. et al.*, 36 F. Supp. 413 (N. D. Ohio)[67] it was held that a proceeding under Section 11 (2) of the Act to enforce a subpena of the Board was not a civil action governed by the Rules of Civil Procedure but a summary proceeding and therefore may be brought by application and order to show cause and need not be commenced by summons and complaint.

[67] Affirmed (C. C. A. 6) August 15, 1941.

CHAPTER VII

FISCAL STATEMENT

The expenditures and obligations for fiscal year ended June 30, 1941, are as follows:

Salaries	$2,000,228
Travel	270,854
Communications	83,610
Reporting	50,728
Rent	177,414
Furniture and equipment	6,677
Supplies and materials	37,845
Special and miscellaneous	6,244
Transportation of things	1,628
Total salaries and expenses	2,635,228
Printing and binding	231,984
Grand total expenditures and obligations	2,867,212

APPENDIX A

REGIONAL OFFICES—LOCATION, TERRITORY, AND DIRECTING PERSONNEL

Region 1, Old South Building, Boston, Mass.	Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; Windham, New London, Tolland, Hartford, and Middlesex Counties in Connecticut.	A. Howard Myers, director; Samuel G. Zack, attorney.
Region 2, 120 Wall St., New York, N. Y.	Litchfield, New Haven, and Fairfield Counties in Connecticut; Clinton, Essex, Washington, Warren, Saratoga, Schenectady, 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; Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Union, Middlesex, Somerset, Monmouth, and Hunterdon Counties in New Jersey.	Mrs. Elinore M. Herrick, director; Alan Perl, attorney.
Region 3, Federal Building, Buffalo, N. Y.	New York State, except for those counties included in the second region.	Henry J. Winters, director; Peter Crotty, attorney.
Region 4, United States Courthouse, Philadelphia, Pa.	Mercer, Ocean, Burlington, Atlantic, Camden, Gloucester, Salem, Cumberland, and Cape May Counties in New Jersey; New Castle County in Delaware; all of Pennsylvania lying east of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties.	Bennet F. Schauffler, director; Robert H. Kleeb, attorney.
Region 5, Standard Oil Building, Baltimore, Md.	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.	William M. Aicher, director; Lester M. Levin, attorney.

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Region 6, Clark Building, Pittsburgh, Pa.	All of Pennsylvania lying west of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties; Hancock, Brook, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Taylor, Doddridge, Preston, Lewis, Barbour, Tucker, Upshur, Randolph, Webster, and Pocahontas Counties in West Virginia.	John F. LeBus, acting director; Henry Shore, attorney.
Region 7, National Bank Building, Detroit, Mich.	Michigan, exclusive of Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Dickinson, Marquette, Menominee, Delta, Alger, Schoolcraft, Luce, Chippewa, and Mackinac Counties.	Frank H. Bowen, director; Harold Cranefield, attorney.
Region 8, Public Square Building, Cleveland, Ohio.	Ohio, north of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont Counties.	Hugh E. Sperry, director; Harry L. Lodish, attorney.
Region 9, United States Post Office and Courthouse, Cincinnati, Ohio.	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, Muskingum, Guernsey, and Belmont Counties; Kentucky, east of the western borders of Hardin, Hart, Barren, and Monroe Counties.	Philip G. Phillips, director; Alba B. Martin, attorney.
Region 10, Ten Forsyth Street Building, Atlanta, Ga.[1]	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.	Robert Frazer, director; Alexander E. Wilson, Jr., attorney.

[1] Prior to November 19, 1941, Region 10 excluded Florida but included all of Tennessee.

Region 11, Architects Building, Indianapolis, Ind.	Indiana, except for Lake, Porter, La Porte, St. Joseph, Elkhart, Lagrange, Noble, Steuben, and De Kalb Counties; Kentucky, west of the western borders of Hardin, Hart, Barren, and Monroe Counties.	James C. Clark, director; Arthur Donovan, attorney.
Region 12, Madison Building, Milwaukee, Wis.	Wisconsin; Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Dickinson, Marquette, Menominee, Delta, Alger, Schoolcraft, Luce, Chippewa, and Mackinac Counties in Michigan.	John E. Johnson, director; Frederick P. Mett, attorney.
Region 13, Midland Building, Chicago, Ill.	Lake, Porter, La Porte, St. Joseph, Elkhart, Lagrange, Noble, Steuben, and De Kalb Counties in Indiana; Illinois, north of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties.	Charles A. Graham, director; Isaiah S. Dorfman, attorney.
Region 14, International Building, St. Louis, Mo.	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.	Stewart Meacham, director; Jack Evans, attorney.
Region 15, Union Building, New Orleans, La.[2]	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.	Charles H. Logan, director; C. Paul Barker, attorney.
Region 16, Federal Court Building, Fort Worth, Tex.	Oklahoma, Texas.	Edwin A. Elliott, director; Elmer P. Davis, attorney.

[2] Prior to November 19, 1941, Region 15 excluded Tennessee but included all of Florida.

Region 17, United States Courthouse and Post Office, Kansas City, Mo.	Missouri, west of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties; Kansas; Nebraska.	George J. Bott, director; Paul F. Nachtman, attorney.
Region 18, Wesley Temple Building, Minneapolis, Minn.	Minnesota, North Dakota, South Dakota, Iowa.	Robert Rissman, director; Guy Farmer, attorney.
Region 19, United States Courthouse, Seattle, Wash.	Washington, Oregon, Idaho, Territory of Alaska.	Thomas P. Graham, director; Charles Brooks, attorney.
Region 20, 1095 Market Street, San Francisco, Calif.	Nevada; California, north of the southern borders of Monterey, Kings, Tulare, and Inyo Counties; Territory of Hawaii.	Mrs. Alice M. Rosseter, director; John McTernan, attorney.
Region 21, United States Post Office and Courthouse, Los Angeles, Calif.	Arizona; California, south of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.	William R. Walsh, director; Maurice J. Nicoson, attorney.
Region 22, Colorado Building, Denver, Colo.	Montana, Utah, Wyoming, Colorado, New Mexico.	Louis J. Disser, director; Paul E. Kuelthau, attorney.

APPENDIX B

CASES HEARD DURING THE FISCAL YEAR 1940–41

I. Unfair Labor Practice Cases

Acme Felt Works, Inc.
Acme Industrial Company.
Aerovox Corp.
Aerovox Corp.
Aerovox Corp.
American Cyanamid Co.
American Smelting & Refining Co.
American Steel Scraper Co.
Anderson Elevator Company.
Aponaug Manufacturing Company.
Appel, Robert d/b/a R. Appel (Amend I. R.).
Armour & Company.
Armour and Company.
Armour & Co. of Delaware.
Athol Table Manufacturing Company.
Atlas Press Co.
Austin, Nichols & Co., Inc.

Baldor Electric Co.
Banner Slipper Company, Inc.
Beckerman Shoe Corp. of Kutztown.
Bersted Manufacturing Company.
Bethlehem Steel Corp., a Delaware Corp., Bethlehem Steel Company, a Pennsylvania Corp.
Bingler Motors, Inc.
Blount, R. A., Blount, Hearst B., Flinn, Lonnie, & Simpson, Eunice.
Botany Worsted Mills.
Bower Roller Bearing Co.
Bradley Lumber Co. of Arkansas.
Braemorr Coat Co., & Paola Industrial Corp., The.
Brown Paper Mill Company.
Burke Machine Tool Co.
Burson Knitting Co.
Burlington Mills Corporation, Covington Weaving Company, a division of Butler Bros., a corp., and Wasleff, Alex, Building Maintenance Co., Wasleff, Alex, d/b/a.

Calvert Distilling Co.
Campe Corp. & Aintree Corp.
Canyon Corporation, The.
Carborundum Company, The.
Carrington Publishing Co. & John Day Jackson.
Carroll, William H.
Chamberlain Corporation.
Cities Service Oil Co.
Cities Service Oil Co.
Citizen-News Company.
Clayton & Lambert Mfg. Co.
Cleveland Brass Mfg. Co.
Cleveland Worsted Mills.
Cleveland Worsted Mills.
Coe Manufacturing Company.
Columbia Box Board Mills, Inc., & George, F. S., Inc.

Columbia Powder Company.
Commonwealth Plastic Co., New England Novelty Co.
Consolidated Edison Co.
Cottrell, C. B., & Sons Co.
Crater Lake Lumber Co. & Crater Lake Box & Lumber Co.
Cudahy Packing Co.
Cudahy Packing Co.

Daggett, D. W. & Daggett, Vernon.
Dannen Grain & Milling Co.
Dannen Grain & Milling Co.
Davies, William E., & Co.
Dealers Transport Co.
Decatur Iron & Steel Company.
Delaware-New Jersey Ferry Co.
Dent Hardware Co.
Detroit Southern Pipe Line Co.
Diamond Alkali Co. & Standard Portland Cement.
Dixie Traction Co., Inc.
Dobry Flour Mills Co.
Dossin's Food Products.

Eavenson & Levering Co., Inc.
Eclipse Moulded Products Co., The.

Federbush Company.
Ford Motor Co., a Delaware Corporation, and Lincoln Motor Co., Inc., a Michigan Corp.

Gallup American Coal Co.
Gamble-Robinson Co.
Gantner-Mattern Co., a Corp.
Gantner-Mattern Company, a Corp.
Gastonia Weaving Co.
Gates Rubber Company.
Gates Ruber Company.
Gates Rubber Co.
General Iron Works Co.
General Motors Sales Corp. (Gen. Motors Parts Div.).
Germain Seed & Plant Company.
Glaser Printing Co., Inc.
Goldblatt Brothers, Inc.
Golden Turkey Mining Company.
Good Luck Glove Co.
Granite Weaving Co., Brawer, Arthur & Milton, d/b/a.
Green, R. S., Inc.

Hanover Heel & Inner Sole Co.
Hat Corporation of America.
Hayward-Larkin Co.
Henrietta Mills (Martel Mills).
Henry Amdur & Sons, Inc.
Hicks Body Company.
Hitchner & Hitchner, Inc.
Hollingshead, R. M., Corp.
Hosley Logging Company.
Hudson Iron & Metal Co. & its subsidiaries, Bayonne Nipple Co. & Hudson Pipe Line Supply Co.
Hygrade Food Products Corp.
Hygrade Food Products Corp.
Hygrade Food Products, Inc.

Imperial Lighting Products Co.
Insulation Industries, Inc.
International Bedding Company.
Interstate Steamship Company, Jones & Laughlin Steel Corp.
Iowa Electric Light & Power Co.
Isle of Dreams Broadcasting Co. & Miami Daily News, Inc.

Jackson Cookie Co., The, C. R., J. C., & W. A. Jackson d/b/a.
Jones, W. A., Foundry & Machine Co.

Kansas Utilities Company.
Kayser, Julius & Co.
Kellogg Switchboard & Supply Company.
Kohen-Ligon-Folz, Inc.
Kuhner Packing Company.

Lakeview Cooperative Dairy.
Lamm Lumber Company.
Lans, Wm. & Co.
Larkin Packer Co.
Lafayette Cotton Mills, Inc.
Lebanon Steel Foundry.
Leopold Company, The.
Letz Manufacturing Company, The.
Leviton Manufacturing Co., Inc.
Leyse Aluminum Company.
Leyse Aluminum Company.
Libbey-Owens-Ford Glass Co.
Long Island Daily Press Co., Inc.

McCleary, Henry, Timber Company.
McLain Fire Brick Company.

M. and H. Valve Fittings Company.
Magnolia Petroleum Company.
Majectic Dress Co. & Boston Maid Dress Co., Skurnik, S. & Gilman H., d/b/a.
Marks Products Co., Inc.
Marlin-Rockwell Corp.
Marshall Field & Co.
Martin Bros. Box Company.
Merrimack Mfg. Co.
Metal Mouldings.
Midway Transportation Company, Linsey, G. S., Thrash, W. L., d/b/a.
Miller Dairy Products Co.
Minneapolis-Honeywell Regulator Co.
Missouri Portland Cement Co.
Modecraft Co., Inc., The.
Monteith Bros. Co. & Monteith Bros., Inc.
Montgomery Ward and Company.
Montgomery Ward & Company.
Moore, E. H., Oil Company, Inc.
Mosaic Tile Co.

National Lumber Mills, Inc., Colonial Products Co. & Pechenik, Chas.
National Mineral Co.
National Seal Corporation.
Newark Milk & Cream Co. & Alderney D. E. Assn.
Newbury, R. C. Manufacturing Co., Inc.
Newton Chevrolet Inc.
New York & Cuba Mail Steamship Co.
New York & Porto Rico Steamship Co.
News-Star Publishing Corp.
Niles Fire Brick Company.
Norristown Box Company.
Northampton Textile Company.
Northwestern Cabinet Co.
Northwestern Photo Engraving Co.
Norwich Knitting Company.

Ohio Fuel Gas Co.
Ohio Valley Bus Company, The.
Ozan Lumber Company.

Pacific States Cast Iron Pipe Co.
Pepsi-Cola Bottling Co. of Princeton, Mr. & Mrs. H. P. Hunnicutt, et al.
Perfection Steel Body Co., The Perfection Burial Vault.

Peter Cailler Kohler Swiss Chocolates Co., Inc.
Peyton Packing Company.
Phelps Dodge Corporation
Phelps Dodge Corp. (Copper Queen Branch, Mines Div.).
Phelps Dodge Mining Corp.
Phelps-Dodge Refining Corp.
Pick Mfg. Co.
Precision Castings Co., Inc.

Quaker State Oil Refining Corp.

Rausch Nut & Mfg. Co.
Republic Steel Corp.
Republic Steel Corporation.
Republic Steel Co.
Robinson, H. L. Company.
Rome Stove and Range Company
Ronnie Dress Co., Wolfe, Louis, Kravitz, Lillian, & Wolfe, Kate, Kravitz, d/b/a.
Rosenow Company.
Rushton Company, The and/or The Atlanta Playthings Co., Rushton, W. W. & Rushton, Mrs. Mary, d/b/a.
Russell Heel Co., Service Wood Heel Co.

Sanderson, August A., Individually d/b/a Sanderson Knitting Mill.
Sanitary Products Corp. of America.
Schlake Dye Works, Inc.
Scripto Manufacturing Co.
Seagram, Joseph E. & Sons, Inc. and Calvert Distilling Co.
Seneca Wire Mfg. Co., The.
Sheboygan Chair Co.
Shell Oil Company, Inc.
Sherwin Williams Co.
Sherwin-Williams Company.
Sioux Steel Company.
Smith Cabinet Mfg. Co., F. A. Smith, B. F. Smith, & W. C. Shanks, d/b/a.
Solvay Process Co. & Wm. G. B. Thompson.
Southern Bell Telephone & Telegraph Co.
Sozonian Vault Co., The.
Sperry Gyroscope Co., Inc.
Stanton Transportation Co., J. J. Stanton d/b/a.
Staple Coat Co., Emerson Coat Co., Abraham Mink.
Stehli & Company, Inc.
Stone, J. H. & Sons.
Sun Shipbuilding & Dry Dock Co.
Sussex Dye & Print Works, Inc. and Bernard R. Armour.
Swift & Co., Squire, J. P. Co. & North Packing & Provision Co., d/b/a.

Tehel, Wm. Bottling Co.
Tennison Bros., Inc.
Thompson Products, Inc.
Thompson Products, Inc.
Tidewater Express Lines, Inc.
Times-Picayune Pub. Co., The.
Tyne Co.

Union National, Inc.
United Biscuit Company of America (Ontario Biscuit Division).
United Shoe Machinery Co.

Veta Mining Company.
Volney Felt Mill, Inc.

Wabash Screen Door Company, The.
Weirton Coal Co.
West Steel Casting Company.
Western Printing Co.

Western Printing Co., Sam M. Jackson, Cecil J. Lewis, Harry C. Holdsworth, d/b/a.
Weyerhaeuser Timber Company.
Weyerhaeuser Timber Company, Clemons Branch.
White Provision Co., Swift & Co., d/b/a.
Whitin Machine Works.
Williamson-Dickie Mfg. Co.
Wilson & Company

II. Representation Cases

Abell, A. S.
Abell, A. S.
Acme White Lead & Color Wks.
Adams & Westlake Co., The.
Advertising Metal Display Co.
Affiliated Dress Manufacturers, Inc., et al.
Airtemp Division of Chrysler Corporation.
Alaska Salmon Industry, Inc., et al.
Albina Engine & Machine Works, Inc.
Alden MacLellan, Inc.
Algoma Lumber Co.
Algoma Lumber Co.
All Steel Welded Truck Corp.
Allied Kid Co., Standard Kid & Sterling Kid Div.
Aluminum Alloy Casting Company, Jerry and Edythe Belanger, partners, d/b/a
Aluminum Co. of America.
Aluminum Ore Co.
Amalgamated Leather Company
American Coach & Body Company.
American Cyanamid Co. (Calco Chemical Div.).
American Cyanamid & Chemical Corp.
American Cyanamid & Chemical Corp., Selden Div.
American Dredging Company.
American Enka Corp.
American Furniture Co., The.
American Granite Company.
American Insulated Wire Corp.
American Lady Corset Co.
American National Company.
American Oak Leather Co.
American Oil Company, Inc.
American Optical Co.
American Potash & Chemical Corp.
American Potash & Chemical Corp.
American Sheet Metal Wks.
American Smelting & Refining Co.
American Smelting & Refining Co.
American Steamship Co.
American Steel & Wire Co. of New Jersey.
American Thermometer Co.
American Woolen Co.
Ampco Metal, Inc.
Androscoggin Mills.
Angelica Jacket Co.
Ansley Radio Corp.
Aponaug Mfg. Co.
Archer-Daniels Midland Co.
Arizona Chemical Co.
Arlington Mills.
Arlington Mills.
Armbruster Mfg. Co., The, R. H. d/b/a Armbruster, W. C.
Armour & Co.
Armour & Company—Bloomer Wis. Plant.
Armour & Company of Delaware.
Armstrong Cork Company, Whitall-Tatum Division.
Armstrong Cork Company, Whitall-Tatum Division.
Asheville Cotton Mills.

Assn. of Motion Picture Producers, Inc., et al.
Atlas Tool & Mfg. Co.

B. V. D. Corporation.
Ballantine, P. & Sons.
Baltimore Insular Line, Inc. & Bull, A. H. Co.
Banner Bed Company.
Bazzini, A. L.
Beaunit Mills, Inc.
Bebry Bedding Corp.
Belmont Radio.
Benolite Corp. (subsid. Westinghouse).
Bethlehem Steel Company.
Bethlehem Steel Corp., Shipbldg. Division.
Bethlehem Steel Corp., Shipbldg. Division.
Bethlehem Steel Corp., Shipbldg. Division.
Bethlehem Steel Corp., Sparrows Point Division.
Bethlehem Steel Corp., Staten Island Plant, Shipbldg. Div.
Big Lakes Box Company.
Birdsboro Steel Foundry & Machine Co.
Birmingham Boiler & Engineering Co.
Birmingham Tank Co. (Div. of Ingalls Iron Wks. Co., Inc.)
Bison Steamship Corp.
Black, Joseph & Sons Co.
Blackmer Pump Company.
Bliss Properties, Park Rd. Co.
Bloedel-Donovan Lumber Mills.
Boland, John J. & Boland, J. J., Jr.
Borden Mills, Inc.
Borg-Warner Corp.—Ingersoll Steel & Disc Div.
Boston Iron & Metal Co.
Botany Woolen Mills.
Brightman Nut & Manufacturing Co., William, Frank, Ida & Leila Senn, individually & as co-partners, d/b/a.
Breakstone Bros., Inc.
Brewster Aeronautical Corp.
Brooks Scanlon Lumber, Inc.
Brown Co., The.
Brown Co., The.
Brown Co., The.
Buffalo Pipe & Foundry Co.
Bunte Brothers, a corp.
Burton-Dixie Corp.
Burton-Dixie Corp.
Butler Motors, Inc.

California Cotton Oil Corp.
Calmar Steamship Corp.
Cambridge Iron and Metal Co.
Campbell Soup Company.
Campbell Soup Company.
Campbell, Wyant & Cannon Foundry Co.
Capital City Products Co.
Capital Milling Co.
Cardinale Macaroni Mfg. Co., Inc.
Carlisle Lumber Company.
Carnegie-Illinois Steel Corp. (Charleston Div. operating in S. Charleston Naval Ordnance Plant).
Carnegie-Illinois Steel Corp. (Charleston Div. operating in S. Charleston Naval Ordnance Plant).
Carolina Scenic Coach Lines.
Case, J. I. Co.
Castle & Cooke Terminals, Ltd.
Castle & Cooke Terminals, Ltd.
Certain-Teed Products Corporation.
Chevrolet Kansas City Div. of General Motors.
Chevrolet-Norwood Div. of Gen'l Motors Corp.
Chicago Macaroni Co.

Chrysler Corporation.
Chrysler Corporation.
Chrysler Corporation.
Chrysler Motor Parts Corp.
Climax Machinery Co.
Climax Machinery Co.
Climax Machinery Co.
Clinton Company.
Cluett, Peabody & Co., Inc.
Cohen, H. & Co., Inc.
Colorado Fuel & Iron Corp.
Columbia Mills Company.
Columbia Pictures Corp.
Columbia Pictures Corp.
Columbia Pictures Corp.
Columbia Pictures Corp.
Columbia Pictures Corp.
Commercial Iron Works.
Comolli Granite Co.
Connor Land & Lumber Co.
Connors Steel Co.
Constitution Publishing Co., The.
Continental Mills.
Coon, W. B. Company.
Corduroy Rubber Company.
Covington Weaving Company.
Craddock Furniture Co.
Crane Company.
Crescent Bed Co., Inc.
Crescent Dress Company.
Cudahy Packing Company.
Cudahy Packing Company.
Cudahy Packing Company.
Curtiss-Wright Corp. (Propeller Div.).
Curtiss-Wright Corp. (Propeller Div.).
Curtiss-Wright Corp. (Propeller Div.).
Curtiss-Wright Corp., St. Louis Aeroplane Div.
Cyclone Fence Division, American Steel & Wire Co. of N. J.

Dache, Lilly, Inc.
Dain Mfg. Co.
Delaware Broadcasting Co.
Delaware Floor Products, Inc.
De Soto Oil Co.
Detroit Steel Products Co., Sash Plant.
Detroit Steel Products Co., Sash Plant.
DeWald Radio Co., (United Scientific Laboratories Inc.).
Diamond Alkali Co., The, & Standard Portland Cement Co., The, & Buckeye Soda Co., The.
Dickman Lumber Co.
Dodge Brothers Division, Chrysler Corporation.
Dodge Motors New York, Inc.
Dominion Electrical Manufacturing Co., Inc.
Donner-Hanna Coke Corp.
Douglas and Lomason Co.
Dow Chemical Company.
Dom Chemical Company.
Draper Corporation.
Drummond Packing Co.
Dutton, E. P. & Co., Inc.
Dutton, E. P. & Co., Inc.

Eagle Oil & Refining Co.
Eastern Box Company, The.
Eaton Mfg. Co. (Wilcox-Rich Div.).
Electro-Motive Corp.
Elk Tanning Company.
Elk Tanning Company.

Elkland Leather Co., Inc.
Endicott Forging & Manufacturing Co.
Englehorn, John & Sons.
Equipment Steel Products Division of Union Asbestos & Rubber Company.
Erie City Iron Works.
Espey Manufacturing Co., Inc.
ET & WNC Motor Transportation Co.

Fada Radio & Electric Co., Inc.
Fairchild Aircraft Division of Fairchild Engine & Airplant Corp.
Farr Spinning & Operating Co.
Faultless Caster Corp.
Feigenspan, Christian, Brewing Co., Inc.
Feigenspan, Christian, Brewing Co., Inc.
Firestone Tire & Rubber Co. of Tennessee.
First National Stores, Inc. (Providence Div.).
Fischer Lumber Co., Inc.
Ford Motor Co., a Delaware Corp.
Ford Motor Co., a Delaware Corp. & Lincoln Motor Co., Inc. a Mich. Corp.
Forest City Mfg. Co. (Collinsville).
Foster-Grant & Company, Inc.
Fram Corporation.
French & Hecht, Inc.
French & Hecht, Inc.
Fuld & Hatch Co., Inc.

Garod Radio Corp.
Gartland Haswell Foundry, The.
Gatke Corp.
Genco Mfg. Co. not Inc., a co-partnership consisting of Louis Gensburg, David Gensburg & Meyer Gensburg.
General Cable Corporation.
General Chemical Company.
General Chemical Company.
General Dry Batteries, Inc.
General Electric Company.
General Electric Company.
General Motors Corporation.
General Motors, Chevrolet Division.
General Motors, Chevrolet Export Division.
General Motors Corporation, Clark Plant.
General Motors Corporation (Delco-Remy Div.).
General Motors Corporation, Fisher Body Div.
General Motors Corporation, Parts Div.
General Motors Corporation, Research Lab.
General Motors Sales Corporation.
Georgia Granite Company, Coggins Granite & Marble Industries, Inc., d/b/a.
Georgia Power Company.
Gibbs Gas Engine Company.
Glidden Buick Corp.
Globe Newspaper Company.
Golden Sun Milling Co.
Goldwyn, Samuel, Studio.
Goldwyn, Samuel, Studio.
Goodrich, B. F. Company, The.
Goodrich Electric Co., Inc.
Goodrich Rubber Co., B. F., The.
Great Atlantic & Pacific Tea Co., The.
Great Lakes Engineering Works.
Great Lakes Engineering Works.
Greater New York Bedding Co., Lipp, Morris & Lillian, d/b/a.
Green, R. S., Inc.
Green Tweed & Co.
Griess Pfleger Tanning Co., The.
Grossman, S. H., Inc.
Gulf States Utilities Co.
Gutmann & Co., Inc.

Hardy Mfg. Co., owned by Sheller Corp.
Harlich Mfg. Co., Lichtenstein, d/b/a.
Hart & Cooley Mfg. Company.
Harvill Aircraft Die Casting Corp.
Hatfield Wire & Cable Company.
Hatfield Wire & Cable Company.
Hewitt Rubber Corp.
Hewitt Soap Company, Inc., The.
Higman Towing Company.
Hillman Transportation Company.
Hillsdale Screen Company.
Hillsdale Steel Products Co.
Hoberman, B.
Holgate Brothers Co.
Hollister Inc., Lloyd.
Home Mfg. Co.
Houston Chronicle Publishing Co.
Houston Pipe Line Co.
Hueneme Wharf & Warehouse Co.
Hughes Tool Co.
Hussman-Ligonier Co.

Industrial Rayon Corporation.
Ingalls Iron Works.
Ingersoll Steel & Disc Div., Borg Warner Corp., Chicago Wks.
Inland Steel Company, Indiana Harbor Plant.
Inland Steel Company, Indiana Harbor Plant.
Inland Steel Co., Indiana Harbor & Chicago Hts. Plants.
Insuline Corp. of America.
International Harvester Company.
International Harvester Company.
International Harvester Company.
International Harvester Company.
International Harvester Company.
International Harvester Company, Farmall Wks.
International Harvester Copmany, McCormick Wks.
International Harvester Company, McCormick Wks.
International Harvester Company, Milwaukee Wks.
International Harvester Company, Rock Falls Wks.
Interstate Metal Products Co.
Intracoastal Towing & Tranportation Co.
Irvin Shoe Co.
Italian Food Products Co., Inc.
Item Co., Ltd., The.

Jacobs, Robert, Inc.
Jamestown Steel Partition Co.
Jensen Radio Mfg. Co.
Johnson Glass Co., Inc., The.
Jones & Laughlin Steel Corp.
Juilliard, A. D., and Co., Inc.

Kahn, David Inc.
Kahn & Feldman, Inc.
Kalamazoo Paper Company.
Kausel Foundry.
Kelsey Hayes Wheel Company.
Kennedy Valve Mfg. Co.
Kennedy Valve Mfg. Co.
Kennedy Valve Mfg. Co.
Kesterson Lumber Corp.
Killefer Mfg. Corp.
Koch Sand & Gravel Co.
Koppers Company.
Kroehler Mfg. Co. Plant No. 4.
Kroells Brothers, Ltd.
Kuhner Packing Co.

La Plant Choate Mfg. Co., Inc.
Lehigh Portland Cement Co.
Leila, Mary, Cotton Mill.
Levey, Frederick H. Co., Inc.
Leviton Manufacturing Co., Inc.
Lewis Lumber Co.
Lewittes & Sons, Inc., also known as Silcon Furniture Mfg. Co., Groville Furniture Co.
Lexington Silk Mills, Div. of Burlington Mills Corp.
Libbey-Owens-Ford Glass Co.
Libbey-Owens-Ford Glass Co.
Liebmann Breweries, Inc.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Life Insurance Co. of Virginia, The.
Lima Kenton Grocery Co.
Lindsay Cooperative Citrus Assn.
Link Belt Co., Dodge Plant.
Link Belt Co., Ewart Plant.
Link Belt Co., Ewart Plant.
Loew's Inc.
Loew's Inc.
Loew's Inc.
Loew's Inc.
Long-Bell Lumber Co., Longview Branch.
Long-Bell Lumber Co., Longview Branch.
Long-Bell Lumber Co., Longview Branch.
Long-Bell Lumber Co., Ryderwood Branch.
Long-Bell Lumber Co., Ryderwood Branch.
Lonsdale Co. (Re: Lincoln Bleachery & Dye Works Div.).
Lord Baltimore Filling Stations, Inc.
Lowe Bros. Co.
Lowenstein, M. & Sons, Inc.
Luders Marine Construction Co.

McCoy Pottery Co., The, Nelson.
McGoldrick Lumber Co.
McLachlan, H., & Co., Inc.
McLoughlin Mfg. Co.
McLouth Steel Corp.

Mack International Motor Truck Corp.
Mack Manufacturing Corp.
Mahoney Motor Co.
Malden Electric Company.
Marcal, Inc.
Marcalus Manufacturing Co.
Marks Products Co., Inc.
Massillon Aluminum Company, The.
Mather Humane Stock Transport Co.
Meadow Valley Lumber Co.
Medford Corporation.
Medford Corporation.
Memphis Butchers Assn., Inc.
Memphis Butchers Assn., Inc.
Menasco Mfg. Co.
Metal Covered Door & Window Manufacturing Assoc., et al.
Metal Process Corp.
Metals Disintegrating Co., Inc.
Metropolitan Body Co., Inc.
Midwest Mfg. Co., The.
Miles Linen Company.
Mine "B" Coal Co. & Mine "B" Coal Co., The.

Missouri Rolling Mill Corp.
Mitchell Mfg. Co.
Moccasin Bushing Co.
Monroe Calculating Machine Co.
Monroe Packing Company.
Monsanto Chemical Co.
Monterey Sardine Industries Inc., et al.
Montgomery Ward & Company.
Montgomery Ward & Company.
Monticello Mfg. Co.
Monumental Iron & Metal Co.
Morrell, John & Co.
Moulton Ladder Mfg. Co.
Moulton Ladder Mfg. Co.
Mt. Vernon Car Mfg. Company.
Mullins Mfg. Corp.

National Battery Co.
National Copper & Smelting Co.
National Die Casting Co., Herbert C. Johnson, d/b/a
National Distillers Products Corp.
National Gypsum Co.
National Lead Co., Titanium Division.
National Sanitary Company, The.
National Tube Co., The, subsid. of U. S. Steel Corp.
New Jersey Worsted Mills.
New York & Cuba Mail, S. S. Co.
New York & Porto Rico S. S. Co.
New York Times Co.
New York Times Co.
Newfield, Frank Estate of, Inc.
Newfield, Frank Estate of, Inc.
Newfield, Frank Estate of, Inc.
News Syndicate Inc.
Niles Fire Brick Company.
1900 Corporation.
North American Aviation, Inc.
North American Motorship Co., Inc.

Ohio Match Company.
Ohio Match Company.
Ohio Valley Hardware & Roofing Co.
Old Colonel Distillery.
Olean Tile Co., Inc.
Ore Steamship Corp.
Osborn Manufacturing Company.
Osgood Company, The (Iron Foundry Division)
Oxnard Harbor District.

Pacific American Fisheries.
Page Engineering Co.
Pan American Refining Corp.
Pan American Refining Corp.
Pangborn Corp.
Paragon Die Casting Co.
Paramount Pictures Inc.
Paramount Pictures Inc.
Paramount Pictures Inc.
Paterson-Leitch Co., The.
Pelican Cracker Factory, Inc.
Penberthy Injector Company.
Pendleton Woolen Mills.
Pequonnock Foundry Company, The.
Phelps Dodge Copper Products Corp.
Phelps Dodge Copper Products Corp., Habirshaw Cable & Wire Div.
Philadelphia Inquirer Co.
Pidgeon Thomas Iron Co.

Pillsbury Flour Mills Co.
Pittsburgh Plate Glass Co.
Poe Company, C. W.
Polson Logging Co. & Ozette Railway Co.
Polson Logging Co. & Ozette Railway Co.
Post-Standard Co., The.
Prater, Elmer, Operator.
Precision Castings Co., Inc.
Press Wireless, Inc.
Press Wireless, Inc.
Providence Coal Mining Co.
Pullman-Standard Car Mfg. Co., Haskell & Barker Plant.
Pyrites Company, Inc., The.

Quaker Oats Co., The.
Quality Aluminum Casting Co.

R. C. A. Manufacturing Company, Inc.
R. K. O. Radio Pictures Inc.
R. K. O. Radio Pictures Inc.
R. K. O. Radio Pictures Inc.
R. K. O. Radio Pictures Inc.
Racing Publications, Inc.
Radio Wire Television, Inc.
Rathborne, Hair & Ridgway Co.
Ray Day Piston Corporation.
Reliance Regulator Corp.
Remington Rand, Inc.
Remington Rand, Inc.
Republic Aircraft Products Div.—Aviation Corp., The
Republic Productions, Inc.
Republic Steel Corp.
Revere Copper & Brass, Inc.
Reynolds, R. J. Tobacco Co.
Reynolds Wire Co., a corporation.
Rickert Rice Mills, Inc.
Roach, Hal, Studios, Inc.
Roach, Hal, Studios, Inc.
Robins Dry Dock & Repair Co.
Robinson-Ransbottom Pottery Co.
Rock Hill Body Co.
Rockford Drop Forge Co.
Roebling, John A. Sons Co.
Roebling, John A. Sons Co.
Rohr Aircraft Corp.
Rohr Aircraft Corp.
Rousseau, H., & Son, Inc.
Row River Lumber Co.
Row River Lumber Co.
Ryan Aeronautical Co.

S. & W. Cafeteria of Washington, Inc.
Safren Wool Stock Co. & Standard Wiping Bag Co.
St. Johns Table Co.
St. Louis County Gas Co., The
Salt River Valley Water Users Assoc.
Sampson & Murdock Printing Co.
Sanders, J. C. Cotton Mill Co.
Saticoy Lemon Assn.
Savannah Sugar Refining Corp.
Schieffelin & Co.
Seaboard Lemon Assn.
Sealy Mattress Co.
Sealy Mattress Co. of So. Calif., S. Ostrow, d/b/a.
Sears, Roebuck & Co., Atwater Kent Mail Order Plant.
Seas Shipping Company, Inc., Robin Line.

Selznick International Pictures, Inc.
Shannon Bros. Lumber Co., J. E. Shannon & Anna Mae Shannon, d/b/a.
Shaw Lumber Company.
Shaw, William J.
Shevlin-Hixon Co.
Shipowners Assn. of the Pacific Coast Waterfront Employers Assoc. of the Pacific Coast, et al.
Shipowners Assn. of the Pacific Coast Waterfront Employers Assoc. of the Pacific Coast, et al.
Shipowners Assn. of the Pacific Coast Waterfront Employers Assoc. of the Pacific Coast, et al.
Silver Falls Timber Co.
Sinclair Refining Company, Inc.
Sivyer Steel Casting Co., a corp.
Sloss-Sheffield Steel & Iron Company
Sloss-Sheffield Steel & Iron Company
Smith, J. Allen & Co.
Smith, J. Allen & Co.
Solvay Process Company.
Sonneborn, L., Sons, Inc.
Soreng-Manegold Co.
Southern California Gas Co.
Southern Car & Mfg. Co.
Southern Cement Co.
Southern Indiana Gas & Elec. Co.
Spack, J. C. Wagon Works, Inc.
Staley, A. E., Mfg. Co.
Staley, A. E., Mfg. Co.
Staley, A. E., Mfg. Co.
Staley, A. E., Mfg. Co.
Standard Brake Shoe & Foundry Co., F. G. Bridges, Sr., et al., Trustees for E. S. Dilley, Deceased, d/b/a.
Standard Forgings Corp.
Standard Forgings Corp.
Standard Magazines, Inc., Better Pubs., Inc.
Standard Oil Company.
Standard Tool Company.
Stark Co., James E.
Steel Storage File Co.
Stoner Mfg. Corp.
Sullivan Machinery Co.
Supreme Liberty Life Insurance Co.
Sussex Hats, Inc.
Swift & Company.
Swift & Company.

Taystee Bread Co. & Purity Bakeries Corp.
Teleradio Engineering Corp.
Tennessee Coal, Iron & Railroad Company.
Texas Company, The.
Texas, The, Sunburst Refinery.
Thunder Lake Lumber Co.
Tidewater Associated Oil Co., (Assoc. Div.).
Towne Robinson Nut Company.
Transformer Corp. of America.
Transogram Co., Inc.
Trojan Powder Company, Robert Plant.
Trommer, John F., Inc.
Truscon Steel Company.
Truscon Steel Co., Youngstown Plant.
Tuthill Spring Co., a corp.
Twentieth Century-Fox Film Corp.
Twentieth Century-Fox Film Corp.
Twentieth Century-Fox Film Corp.
Twentieth Century-Fox Film Corp.

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Union Elec. Co. of Missouri.
Union Elec. Co. of Missouri, Union Elec. Co. of Illinois.
Union Hardware & Metals Co.
Union Switch & Signal Company.
Union Tanning Co.
United Aircraft Corp., Hamilton Standard Propeller Division.
United Artists Corp.
United Biscuit Company of America, Felber Biscuit Company Div.
United Brass Works, Inc.
United States Lines Co.
United States Lines Co.
United States Lines Co.
U. S. Phosphoric Products Div. Tenn. Corp.
U. S. Rubber Co.
U. S. Smelting, Refining & Mining Co.
United Steel & Wire Co.
United Stove Company.
Universal Pictures Co., Inc.
Universal Pictures Co., Inc.
Universal Pictures Co., Inc.
Universal Pictures Co., Inc.
Utica Willowvale Bleachery Co.

Van Camp Sea Food Co., Inc.
Vega Airplane Co.
Vellumoid Co., The.
Vermont Marble Company.
Vermont Marble Company.
Vernon Tool Co., Ltd.
Vesta Coal Company, The.
Vincent Steel Process Company.
Virginia Bridge Co.

WDEL Incorporated.
WGAL, Incorporated.
Wackman Welded Ware Co.
Wanger, Walter, Productions, Inc.
Warman Steel Casting Co.
Warner Automotive Parts, Division of Borg-Warner Corp.
Warner Bros. Pictures Inc.
Warner Bros. Pictures Inc.
Washington Dental Supply Co.
Watkins J. R. Co. of Delaware, Watkins J. R. Co. of Maryland.
Weinberger Sales Co.
West Kentucky Coal Co.
West Virginia Pulp & Paper Company.
Westerman Print Company.
Western Cartridge Co.
Western Tablet & Stationery Co.
Western Tablet & Stationery Co.
Western Tablet & Stationery Co.
Western Union Telegraph Company, The, Buffalo, N. Y.
Western Union Telegraph Company, The, Cleveland, Ohio.
Western Union Telegraph Company, The, Detroit, Mich.
Western Union Telegraph Company, The, Detroit, Mich.
Western Union Telegraph Company, The, Hartford, Conn.
Western Union Telegraph Company, The, Los Angeles, Calif.
Western Union Telegraph Company, The, New York, N. Y.
Western Union Telegraph Company, The, Philadelphia, Pa.
Western Union Telegraph Company, The, Pittsburgh, Pa.
Western Union Telegraph Company, The, Salt Lake City, Utah.
Western Union Telegraph Company, The, San Francisco, Calif.
Western Union Telegraph Company, The, San Francisco, Calif.
Western Union Telegraph Company, The, Springfield, Ill.
Western Union Telegraph Company, The, Syracuse, N. Y.
Western Union Telegraph Company, The, Toledo, Ohio.

Westinghouse Electric & Mfg. Co., Buffalo Plant.
Westinghouse Electric & Mfg. Co., Cincinnati Plant.
Westinghouse Electric & Mfg. Co., Derry, Pa., Plant.
Westinghouse Electric & Mfg. Co., East Pittsburgh Plant.
Westinghouse Electric & Mfg. Co., Johnstown Pa., Service Shop.
Westinghouse Electric & Mfg. Co., Lima, Ohio, Plant.
Westinghouse Electric & Mfg. Co., Los Angeles Plant.
Westinghouse Electric & Mfg. Co., Newark Plant.
Westinghouse Electric & Mfg. Co., Oakland, Calif., Plant.
Westinghouse Electric & Mfg. Co., Philadelphia Plant.
Westinghouse Electric & Mfg. Co., Porcelain Div., Derry, Pa.
Westinghouse Electric & Mfg. Co., Radio Division, Nuttall Plant, Pittsburgh, Pa.
Westinghouse Electric & Mfg. Co., Service Shop (Fairmont Repair Shop).
Westinghouse Electric & Mfg. Co., Trenton Plant (Lamp Div.).
Westinghouse Electric & Mfg. Co., Westinghouse X-ray Div.
Westinghouse Electric & Mfg. Co., Westinghouse X-ray Div.
Westinghouse Electric & Mfg. Co., Wilkes-Barre Plant.
Weyerhaeuser Timber Company, Klamath Falls Branch.
Weyerhaeuser Timber Company, Klamath Falls Branch.
Weyerhaeuser Timber Company, Klamath Falls Branch.
Weyerhaeuser Timber Company, Longview Branch.
Weyerhaeuser Timber Company, Longview Branch.
Weyerhaeuser Timber Company, Longview Branch.
Weyerhaeuser Timber Company, Longview Branch.
Weyerhaeuser Timber Company, Longview Branch.
Weyerhaeuser Timber Company, Longview Branch.
Wheeling Corrugating Co., Detroit, Mich.
Wheeling Corrugating Co., Long Island City, N. Y.
Wheeling Corrugating Co., Louisville, Ky.
Wheeling Steel Corp.
White, J. G., Engineering Corp. of New York & Louisiana Shipyards, Inc.
White Horse Pike Bus Co., Inc. & Atlantic City Bus Company.
Whiterock Quarries, Inc.
Willamette Iron & Steel Corp.
Williams Brothers.
Willits Shoe Company.
Wilson-Jones & Co.
World Steel Products Corp.
Wurlitzer Co., The, Rudolph.

York Broadcasting Company.
Youngstown Steel Door Co.

APPENDIX C

CASES DECIDED DURING THE FISCAL YEAR 1940-41

I. Unfair Labor Practice Cases Decided On the Merits

CASES DECIDED DURING THE FISCAL YEAR 1940-41

IA. UNFAIR LABOR PRACTICE CASES DECIDED ON STIPULATION

CASES DECIDED DURING THE FISCAL YEAR 1940-41

II. Representation Cases Decided On the Merits

	Vol.	No.
Dodge Motors, New York, Incorporated	29	85
Dominion Electrical Manufacturing Co., Inc	27	134
Donner-Hanna Coke Corporation	31	172
Dow Chemical Company, The	32	123
Dow Chemical Company, The	32	123
Draper Corporation	32	156
Drummond Packing Company	27	2
ET & WNC Motor Transportation Co.	30	73
Eagle Oil and Refining Company, Inc.	27	164
Eastern Box Company, The	30	104
Eaton Manufacturing Company	29	12
Electric Auto-Lite Company, The, Buckeye Bumper Division	25	123
Elk Tanning Company, Wilcox, Pa	26	94
Elk Tanning Company, Wilcox, Penna.	26	94
Elkland Leather Company, Inc.	30	138
Endicott Forging & Manufacturing Co.	29	39
Erie City Iron Works	30	66
Espey Manufacturing Company, Inc.	26	95
Excel Curtain Company, Inc	26	65
Fada Radio & Electric Company, Inc.	29	35
Fairchild Engine & Airplane Corporation, Fairchild Aircraft Division	31	137
Farr Spinning & Operating Company, Inc.	29	117
Feigenspan, Christian, Brewing Co., Long Island City, N. Y.	29	165
Feigenspan, Christian, Brewing Co., Newark, N. J.	29	165
Firestone Tire & Rubber Company of Tennessee	28	97
First National Stores, Inc., Providence Division	26	117
Fischer Lumber Company, Inc.	31	136
Ford Motor Company, Richmond, Calif.	29	134
Ford Motor Company, Dearborn, Mich.	30	141
Ford Motor Company & Lincoln Motor Company, Dearborn, Mich.	30	141
Forest City Manufacturing Company	27	177
Foster-Grant Co., Inc.	32	97
Fram Corporation	32	98
French and Hecht Co., Inc., Springfield, Ohio	31	12
French and Hecht Co., Inc., Davenport, Iowa	32	149
Fruehauf Trailer Company of Kansas, Inc.	25	86
Fuld and Hatch Knitting Co.	30	157
Garod Radio Corporation	29	34
Gartland-Haswell Foundry Co., The	26	116
Gatke Corporation	30	75
Genco Mfg. Co., a co-partnership consisting of Louis, David, and Meyer Gensburg	29	42
General Chemical Company	31	64
General Chemical Company	31	64
General Dry Batteries, Inc.	29	145
General Electric Company, Schenectady, N. Y.	29	29
General Electric Company, Erie, Pa	29	152
General Motors Corporation, Delco Radio Division	25	76
General Motors Corporation, Delco Radio Division	25	76
General Motors Corporation, Delco Radio Division	25	76
General Motors Corporation, Detroit, Mich.	27	58
General Motors Corporation, Delco-Remy Division	27	111
General Motors Corporation, Delco-Remy Division	27	111
General Motors Corporation, Rahway, N. J.	27	196
General Motors Corporation, Chevrolet Export Division	28	54
General Motors Corporation, Chevrolet Div.	28	122
General Motors Corporation, Chevrolet Kansas City Div.	32	51
General Motors Corporation, Chevrolet Div., Norwood Plant	33	7
General Motors Sales Corporation, Bloomfield, N. J.	26	91
General Motors Sales Corporation, Parts Division, Pittsburgh, Pa.	26	90
Georgia Power Company	32	125
Gettysburg Furniture Co., Gettysburg Panel Co., and Reaser Furniture Co.	25	115

	Vol.	No.
Gliden Buick Corporation	32	46
Globe Newspaper Company	31	154
Godchaux Sugars, Inc.	26	3
Golden Sun Milling Co.	27	151
Goldwyn, Samuel Inc., Ltd.	27	8
Goldwyn, Samuel Inc., Ltd.	27	133
Goodrich Company, The B. F., Cadillac, Mich.	30	163
Goodrich Company, The B. F., Clarksville, Tenn.	30	76
Goodrich Electric Co., Inc.	30	140
Great Lakes Engineering Works, Ecorse, Mich	31	82
Great Lakes Engineering Works, River Rouge, Mich.	32	137
Greater New York Bedding Co.	31	119
Green, Inc., R. S.	29	142
Greene, Tweed & Co.	29	170
Griess Pfleger Tanning Co., The	29	139
Grossman, Inc., S. H.	26	118
Gulf Refining Company	25	83
Gulf States Utilities Company	31	123
Gutmann and Company, Incorporated	30	1
Hardy Manufacturing Corporation	30	5
Hart Co., Inc., Leo	26	12
Hart & Cooley Manufacturing Co.	30	155
Harvill Aircraft Die Casting Corporation	28	70
Hatfield Wire & Cable Company	30	53
Hearst Publications, Inc., Los Angeles Evening Herald & Express	28	151
Hearst Publications, Inc., Los Angeles Examiner	28	151
Henrietta Mills, Henrietta Plant	25	29
Hettrick Manufacturing Company, The	25	79
Hewitt Rubber Corporation	31	167
Highway Motor Freight Lines, Inc.	25	70
Higley Forwarding Co., The	25	70
Higman Towing Company	32	19
Hillman Transportation Company	29	62
Hillsdale Screen Company	29	106
Hillsdale Steel Products Company	30	93
Hobbs-Wall Co	30	146
Hoberman, B	30	176
Hoffman, Max, d/b/a M. Hoffman & Co	25	41
Holgate Brothers Company	31	76
Home Manufacturing Company	26	96
Houston Chronicle Publishing Company	28	155
Houston Pipe Line Company	28	52
Hueneme Wharf & Warehouse Company	28	21
Hussman-Ligonier Company	30	21
Illinois Electric Porcelain Company	31	20
Ingalls Iron Works Company, The, Birmingham Tank Co., Div	25	124
Ingalls Iron Works Company, The, Southside Plants	29	28
Insuline Corp. of America, Inc	28	125
International Agricultural Corporation, Rock Department, Columbia, Tennessee	25	61
International Harvester Company, East Moline Works	32	8
International Harvester Company, East Moline Works	32	8
International Harvester Company, East Moline Works	32	8
International Harvester Company, Farmall Works	32	4
International Harvester Company, McCormick Works	32	6
International Harvester Company, McCormick Works	32	6
International Harvester Company, Milwaukee Works	32	3
International Harvester Company, Rock Falls Works	32	5
International Harvester Company, West Pullman Works	32	7
International Harvester Company, West Pullman Works	32	7
Intracoastal Towing & Transportation Company	31	87
Irving Shoe Company	26	42
Italian Food Products Company, Inc	29	55
Item Company, Limited	31	42

	Vol.	No.
Lowenstein & Sons, Inc., M	32	45
Luckenbach Steamship Co	25	50
Luckenbach Steamship Co	25	50
Luders Marine Construction Company	31	126
McCormick Steamship Company	25	67
McCormick Steamship Company; Agent, Pacific, Argentine, Brazil Line	25	67
McGoldrick Lumber Company	31	59
McLachlan & Co., Inc., H	32	118
McLoughlin Manufacturing Company	26	62
McLouth Steel Corporation	30	142
Mack International Motor Truck Corporation	31	66
Mack Manufacturing Corporation	27	150
Mahoney Motor Company	29	40
Malden Electric Company	33	16
Marcal, Inc	26	86
Marks Products Co., Inc	28	56
Mary Leila Cotton Mills, Inc., The	30	32
Massillon Aluminum Company, The	27	38
Mather Humane Stock Transportation Company	27	194
Meadow Valley Lumber Company	32	21
Medford Corporation	30	38
Medford Corporation	30	38
Menasco Manufacturing Company	28	160
Metal Covered Door & Window Manufacturers Assn., et al	32	110
Metal Process Corporation	29	68
Metals Disintegrating Company, Inc	32	114
Metropolitan Body Company, The	30	65
Mexican Petroleum Corporation	25	97
Midwest Mfg. Co	26	20
Miles Linen Company	31	1
Mine "B" Coal Company	29	75
Missouri Rolling Mill Corporation	31	96
Mitchell Mfg. Co	30	174
Moccasin Bushing Company	28	143
Monroe Calculating Machine Company	29	113
Monroe Packing Company	32	140
Monsanto Chemical Company	27	137
Monterey Sardine Industries, Inc	26	77
Montgomery Ward & Company, Baltimore, Md	29	160
Montgomery Ward & Company, Chicago, Ill	25	42
Montgomery Ward & Company, Hummer Mfg. Company Branch	26	2
Montgomery Ward & Company, Portland, Oreg	31	153
Montgomery Ward & Company, San Pedro, Calif	28	145
Montgomery Ward & Company, San Pedro, Calif	28	145
Monticello Manufacturing Corporation	28	76
Monumental Iron & Metal Co	30	54
Morrell & Co., John	29	143
Morrison Motor Freight Co	25	70
Moulton Ladder Manufacturing Company	27	7
Moulton Ladder Manufacturing Company	31	108
Mt. Vernon Car Manufacturing Company, a corporation	26	36
Mullins Manufacturing Corporation	31	86
Muskin Shoe Company, The	25	13
National Battery Company	28	128
National Copper and Smelting Co., The	30	139
National Die Casting Company, Herbert C. Johnson, d/b/a	27	187
National Distillers Products Corporation	28	172
National Dress Manufacturers' Association, Inc	28	65
National Lead Company, Titanium Division	32	126
National Gypsum Company	32	155
National Mineral Company	25	2

	Vol.	No.
Radio Wire Television, Inc	30	131
Rathborne, Hair & Ridgway Company	27	178
Ray Day Piston Corporation	31	53
Reliance Regulator Corporation	32	34
Remington Rand, Inc., New York, N. Y	27	100
Remington Rand, Inc., Tonawanda, N. Y	31	77
Republic Aircraft Products Div., The Aviation Corp	30	40
Republic Productions, Inc	27	133
Republic Steel Corporation	27	159
Revere Copper and Brass, Incorporated	30	137
Reynolds Wire Company	30	20
Rickert Rice Mills, Inc	27	98
Roach, Hal, Studios, Inc., Culver City, Calif	27	8
Roach, Hal, Studios, Inc., Culver City, Calif	27	133
Roadway Express, Inc	25	70
Robins Dry Dock and Repair Co	33	2
Robinson-Ransbottom Pottery Company, The	27	176
Rockford Drop Forge Co	31	22
Rock Hill Body Company	32	157
Roebling's Sons Company, John A., Trenton, N. J	31	23
Roebling's Sons Company, John A., Trenton, N. J	32	143
Rousseau & Son, Inc., H	25	116
Row River Lumber Company, Portland, Oregon	30	31
Row River Lumber Company, Portland, Oregon	30	31
Ryan Aeronautical Company	27	3
S & W Cafeteria of Washington, Inc	30	175
Safren Wool Stock Company and Standard Wiping Rag Co	27	180
Sbicco, Inc	30	11
St. Johns Table Company	33	17
St. Louis County Gas Company, The	33	1
Salt River Valley Water Users Assn	32	94
Sampson & Murdock Printing Co	31	102
Sanders Cotton Mill Company, Inc., J. C	31	45
Saticoy Lemon Association	28	164
Savannah Sugar Refining Corporation	29	107
Seaboard Lemon Association	28	46
Sealy Mattress Company of Northern California, Inc	31	165
Sealy Mattress Company of Southern California, S. Ostrow, d/b/a	29	26
Seas Shipping Company, Inc., Robin Line	27	97
Selznick International Pictures, Inc	27	133
Shannon, J. E., and A. M., d/b/a Shannon Bros. Lumber Co	32	182
Shaw Lumber Company	28	127
Shaw, William J., Manufacturer Rough and Dressed Lumber	28	105
Shipowners Association of the Pacific Coast, Waterfront Employers of the Pacific Coast, Waterfront Employers of Washington, et al	32	124
Shipowners Association of the Pacific Coast, Waterfront Employers of the Pacific Coast, Waterfront Employers of Washington, et al	32	124
Shipowners Association of the Pacific Coast, Waterfront Employers of the Pacific Coast, Waterfront Employers of Washington, et al	32	124
Sivyer Steel Casting Company	30	147
Sklar Mfg. Co., J	25	72
Sloss Sheffield Steel & Iron Company, Birmingham, Ala	27	30
Sloss Sheffield Steel & Iron Company, Birmingham, Ala	32	129
Smith & Company, Inc., J. Allen	28	168
Smith & Company, Inc., J. Allen	28	168
Solvay Process Company, and/or Thompson, Wm. G. B., Hopewell, Va	26	68
Solvay Process Company, Trenton, Mich	30	39
Sonneborn, L., Sons, Inc	30	164
Soreng-Manegold Co	29	144
Southern California Gas Company	31	70
Southern Car and Manufacturing Co	29	151
Southern Cement Company	28	88
Southern Indiana Gas and Electric Company	28	147
Spach Wagon Works, Inc., J. C	31	21

	Vol.	No.
Universal Pictures Co., Inc., Universal City, Calif	27	133
Universal Pictures Co., Inc., New York City, N. Y	32	130
Utica Willowvale Bleaching Company	27	215
Vega Airplane Company	32	170
Vellumoid Company, The	32	69
Vermont Marble Company	28	169
Vermont Marble Company	28	169
Vernon Tool Company, Ltd	28	66
Vesta Coal Company, The	27	131
Vincent Steel Process Company	32	158
Virginia Bridge Company	29	43
WDEL, Incorporated	27	84
WGAL, Incorporated	27	84
Wackman Welded Ware Company	27	127
Wanger, Walter Productions, Inc	27	133
Ward-Stilson Company	25	109
Warman Steel Casting Company, Vernon, Calif	30	55
Warner Bros. Pictures, Inc., Burbank, Calif	27	8
Warner Bros. Pictures, Inc., New York City, N. Y	32	130
Washington Dental Supply Company	27	189
Watkins Company, J. R. of Delaware and Watkins Company, J. R. of Maryland	28	23
Weinberger Sales Company, Inc	27	126
Weirton Steel Company	32	179
Wells-Lamont Smith Corporation	25	8
Westerman Print Company	27	1
Western Cartridge Company	31	148
Western Tablet and Stationery Company	31	100
Western Tablet and Stationery Company	31	100
Western Tablet and Stationery Company	31	100
Western Union Telegraph Company, Buffalo, N. Y	32	44
Western Union Telegraph Company, Cleveland, Ohio	30	158
Western Union Telegraph Company, Detroit, Mich	32	86
Western Union Telegraph Company, Detroit, Mich	32	86
Western Union Telegraph Company, Hartford, Conn	30	156
Western Union Telegraph Company, Los Angeles, Calif	31	106
Western Union Telegraph Company, New York City, N. Y	27	33
Western Union Telegraph Company, Philadelphia, Pa	31	92
Western Union Telegraph Company, Pittsburgh, Pa	30	165
Western Union Telegraph Company, Pittsburgh, Pa	26	37
Western Union Telegraph Company, Springfield, Ill	30	112
Western Union Telegraph Company, Syracuse, N. Y	30	166
Western Union Telegraph Company, Toledo, Ohio	30	105
Westinghouse Electric & Manufacturing Co., Buffalo, N. Y	27	86
Westinghouse Electric & Manufacturing Co., Cincinnati Service Shop	31	94
Westinghouse Electric & Manufacturing Co., East Pittsburgh, Plant	32	41
Westinghouse Electric & Manufacturing Co., Johnstown, Pa	30	77
Westinghouse Electric & Manufacturing Co., Lima, Ohio	28	123
Westinghouse Electric & Manufacturing Co., Westinghouse X-Ray Division, Long Island City, N. Y	32	95
Westinghouse Electric & Manufacturing Co., Westinghouse X-Ray Division, Long Island City, N. Y	32	95
Westinghouse Electric & Manufacturing Co., Motor Division, Newark, N. J	27	113
Westinghouse Electric & Manufacturing Co., Radio Division, Nuttall Plant, Pittsburgh, Pa	27	214
Westinghouse Electric & Manufacturing Co., Porcelain Division	31	101
Westinghouse Electric & Manufacturing Co., Saginaw, Mich	30	159
Westinghouse Electric & Manufacturing Co., Lamp Division at Trenton, N. J	32	60
Westinghouse Electric & Manufacturing Co., Wilkes Barre, Pa	31	104
Westinghouse Electric & Manufacturing Co., Fairmont Repair Division	33	6
West Kentucky Coal Company	31	60

	Vol.	No.
West Virginia Pulp & Paper Company	31	37
Weyerhaeuser Timber Company, Klamath Falls, Oreg	30	124
Weyerhaeuser Timber Company, Klamath Falls, Oreg	30	124
Weyerhaeuser Timber Company, Klamath Falls, Oreg	30	124
Weyerhaeuser Timber Company, Longview Branch	29	101
Weyerhaeuser Timber Company, Longview Branch	29	101
Weyerhaeuser Timber Company, Longview Branch	29	101
Weyerhaeuser Timber Company, Longview Branch	29	101
Weyerhaeuser Timber Company, Longview Branch	29	101
Weyerhaeuser Timber Company, Longview Branch	29	101
Wheeling Corrugating Co., Louisville, Ky	27	182
Wheeling Corrugating Co., Detroit, Mich	27	193
Wheeling Corrugating Co., Long Island City, N. Y	28	50
Wheeling Steel Corporation	27	6
White Star Lumber Company	25	48
Willamette Iron and Steel Corporation	30	70
Wilson & Company, New York, N. Y	26	126
Wilson & Company, d/b/a J. Eavenson & Sons	25	103
Wilson-Jones & Company	26	85
Willits Shoe Co	28	152
Woolworth Company, F. W	25	127
World Steel Products Corporation	27	132
Wurlitzer Company, The Rudolph	32	35
Wyandotte Transportation Company	25	45
Yale & Towne Mfg. Co., Sager Lock Works and Barrow Lock Works Divisions	27	161
Yankee Lines, Inc	25	70
York Broadcasting Company	27	84
Youngstown Steel Door Co	31	91

CASES DECIDED DURING THE FISCAL YEAR 1940–41

IIA. REPRESENTATION CASES DECIDED ON STIPULATION

	Vol.	No.
A. C. Sparkplug Company, a Michigan corporation	28	36
American Can Company	27	153
American Wire Fabrics Corporation, et al	32	88
Baron & Co., Inc., H	28	141
Basca Manufacturing Company, Inc	31	27
Bay City Box Company	31	57
Bemis Bros. Bag Co	29	4
Berkeley Steel Construction Company, Inc	26	50
Carbide and Carbon Chemicals Corporation	30	151
Catalin Corporation of America	27	60
Continental Roll & Steel Foundry Company	31	177
Cowles Tool Company	29	155
Electric Auto-Lite Company, The, Alemite Die Casting & Manufacturing Division of	29	87
Electro-Motive Corporation, a Delaware Corporation	29	71
Firestone Rubber & Metal Products Company	27	183
Formica Insulation Company, The	31	176
General Electric Company	32	63
General Motors Sales Corporation	30	170
General Motors Sales Corporation	30	170
General Motors Sales Corporation, Buick Motor Division, Flint Retail Stores	30	90
General Motors Corporation, Delco Brake Division	31	83
General Motors Corporation, Detroit Diesel Engine Division	31	81

	Vol.	No.
General Motors Corporation, Detroit Transmission Division	29	99
General Motors Corporation, General Motors Building Division	30	96
General Motors Corporation, Grand Rapids Stamping Division of Fisher Body Division	30	160
General Motors Corporation, Harrison Radiator Division	32	58
General Motors Corporation, Inland Manufacturing Division	30	69
General Motors Corporation, Moraine Products Division	29	157
General Motors Corporation, Packard Electric Division	32	144
General Motors Corporation, Saginaw Malleable Iron Division	30	125
General Motors Corporation, Ternstedt-Trenton Division	29	22
Geyer Manufacturing Co	30	79
Harper J. Ransburg Company	32	106
Harris-Seybold-Potter Company	29	156
Hi-Flier Manufacturing Co., The	28	31
International Harvester Company	31	117
International Harvester Company, Pittsburgh Truck Branch	31	117
Interstate Metal Products Co	28	158
J. & D. Box and Crate Company	29	119
Kearney & Trecker Corporation	27	12
Kroehler Manufacturing Co	29	154
Lamm Lumber Company	28	126
Linen Thread Co., Inc., The, a body corporate	29	123
Long-Bell Lumber Company	33	8
Lyons-Magnus, Inc	30	23
Madison Company, The H. W.	32	109
Magill-Weinsheimer Company	28	116
Monarch Box and Lumber Company	30	12
Nevada Consolidated Copper Corporation	28	6
Nevada Consolidated Copper Corporation	28	16
New Idea, Inc	30	161
Nicoll and Company	29	128
Pacific Box Corporation	29	120
Page Engineering Company	32	108
Picker X-Ray Corporation, Waite Manufacturing Division, Inc	32	62
Richman Brothers Company, The	33	18
Sinclair Refining Co., Inc	32	61
Standard Cap and Seal Corporation	29	88
Steel Tank and Pipe Company of California, The	27	167
Thermoid Company	27	175
United Motors Service, Inc	31	163
Van Camp Milk Co	33	13
Vickers, Inc	28	156
Virginia Smelting Company	27	166
Vultee Aircraft, Inc., Stinson Aircraft Division	29	153
Washington Daily News Company	28	81
Wooden Box and Novelty Company	29	124
Yellow Truck and Coach Manufacturing Company	30	74
Yellow Truck & Coach Manufacturing Company, General Motors Truck & Coach Division	32	53

APPENDIX D

SUMMARY OF LITIGATION FOR FISCAL YEAR 1941

I. Proceedings for the Enforcement or Review of Board Orders

A. PROCEEDINGS ON THE MERITS

Supreme Court cases

1. Cases in which the Supreme Court upheld orders of the Board:

N. L. R. B. v. *Foote Bros. Gear & Machine Corp.*, 311 U. S. 620; and
N. L. R. B. v. *Independent Union of Gear Workers.*
H. J. Heinz Co. v. *N. L. R. B.*, 311 U. S. 514.
International Ass'n of Machinists v. *N. L. R. B.*, 311 U. S. 72; rehearing denied, 311 U. S. 729.
N. L. R. B. v. *Link-Belt Co.*, 311 U. S. 584.
Pittsburgh Plate Glass Co. v. *N. L. R. B.*, 313 U. S. 146.
Crystal City Glass Workers v. *N. L. R. B.*, 313 U. S. 146; rehearing denied, 61 S. Ct. 1093.
Westinghouse Electric & Mfg. Co. v. *N. L. R. B.*, 312 U. S. 660.

2. Cases in which the Supreme Court enforced modified orders of the Board:

Continental Oil Co. v. *N. L. R. B.*, 313 U. S. 212.
N. L. R. B. v. *Express Publishing Co.* 312 U. S. 426.
Phelps Dodge Corp. v. *N. L. R. B.*, 313 U. S. 177.
Republic Steel Corp. v. *N. L. R. B.*, 311 U. S. 7.[1]

3. Cases in which the Supreme Court denied petitions for writs of certiorari to review decisions of circuit courts of appeals enforcing Board orders:

Arcade-Sunshine Co. v. *N. L. R. B.*, 61 S. Ct. 942.
Arcadia Hosiery Co. v. *N. L. R. B.*, 311 U. S. 673.
Burk Bros. Co. v. *N. L. R. B.*, 61 S. Ct. 1110.
Elkland Leather Co. v. *N. L. R. B.*, 311 U. S. 705.
Ford Motor Co. v. *N. L. R. B.*, 312 U. S. 689.
Greenebaum Tanning Co. v. *N. L. R. B.*, 311 U. S. 662.
Henry Levaur, Inc., et al. v. *N. L. R. B.*, 312 U. S. 682.
Marlin-Rockwell Corp. v. *N. L. R. B.*, 61 S. Ct. 1116.
McQuay-Norris Mfg. Co. v. *N. L. R. B.*, 61 S. Ct. 843.
New York Handkerchief Mfg. Co. v. *N. L. R. B.*, 311 U. S. 704.
The Press Co. v. *N. L. R. B.*, 61 S. Ct. 1118.
Reed & Prince Mfg. Co. v. *N. L. R. B.*, 61 S. Ct. 1119.
Singer Mfg. Co. v. *N. L. R. B.*, 61 S. Ct. 1119.[2]
Solvay Process Co. v. *N. L. R. B.*, 61 S. Ct. 1121.
South Atlantic Steamship Co. v. *N. L. R. B.*, 61 S. Ct. 1101.[3]
Southern Mfg. Co. v. *N. L. R. B.*, 311 U. S. 667.
Stewart Die Casting Co. v. *N. L. R. B.*, 312 U. S. 680.
Sunshine Mining Co. v. *N. L. R. B.*, 312 U. S. 678.[4]
Superior Tanning Co. v. *N. L. R. B.*, 61 S. Ct. 834.
The Texas Co. v. *N. L. R. B.*, 311 U. S. 712.
The Texas Co. v. *N. L. R. B.*, 311 U. S. 719.
Tovrea Packing Co. v. *N. L. R. B.*, 311 U. S. 668.

[1] The Supreme Court granted certiorari limited to one portion only of Board's order; i. e., whether the Board was empowered to order reimbursement of work-relief payments to governmental fiscal agencies.
[2] Rehearing denied October 13, 1941.
[3] Rehearing denied October 13, 1941.
[4] Rehearing denied, 312 U. S. 713.

Valley Mould & Iron Co. v. *N. L. R. B.*, 61 S. Ct. 1114.
Viking Pump Co. v. *N. L. R. B.*, 312 U. S. 680.

4. Cases in which the Supreme Court denied petitions for writs of certiorari to review decisions of circuit courts of appeals denying enforcement of Board orders:

N. L. R. B. v. *E. I. DuPont, et al.*, 61 S. Ct. 959.

5. Cases in which the Supreme Court dismissed petitions for writs of certiorari upon motions by petitioners:

Bethlehem Shipbuilding Corp., Ltd., and Bethlehem Steel Co. v. *N. L. R. B.*, 312 U. S. 710.
Lane Cotton Mills Co. v. *N. L. R. B.*, 311 U. S. 723.
N. L. R. B. v. *Sterling Electric Motors*, 311 U. S. 722.

6. Cases in which the Supreme Court dismissed questions certified by circuit courts of appeals:

N. L. R. B. v. *White Swan Co.*, 313 U. S. 23.

7. Pending Cases; see list C, infra page 153.

Circuit Courts of Appeals cases

1. Circuit court decisions granting enforcement of Board orders.[5]

(a) Board orders enforced without modification:
N. L. R. B. v. *Alloy Cast Steel Co.*, 117 F. (2d) 302 (C. C. A. 6).
American Enka Corp. v. *N. L. R. B.*, 119 F. (2d) 60 (C. C. A. 4).
N. L. R. B. v. *Arcade-Sunshine Co.*, 118 F. (2d) 49 (App. D. C.), certiorari denied, 61 S. Ct. 942.
Atlas Underwear Co. v. *N. L. R. B.*, 116 F. (2d) 1020 (C. C. A. 6).
W. C. Bachelder. (See *Hoosier Veneer.*)
Bethlehem Shipbuilding Corp., et al. v. *N. L. R. B.*, 114 F. (2d) 930 (C. C. A. 1).[6]
Bethlehem Steel Co. v. *N. L. R. B.*, 120 F. (2d) 641 (App. D. C.).
Burk Bros. Co. v. *N. L. R. B.*, 117 F. (2d) 686 (C. C. A. 3), certiorari denied, 61 S. Ct. 1110.
N. L. R. B. v. *Wm. H. Carroll*, 120 F. (2d) 457 (C. C. A. 1).
N. L. R. B. v. *Central Missouri Telephone Co.*, 115 F. (2d) 563 (C. C. A. 8).
N. L. R. B. v. *Chicago Apparatus Co.*, 116 F. (2d) 753 (C. C. A. 7).
N. L. R. B. v. *Christian Board of Publications*, 113 F. (2d) 678 (C. C. A. 8).
N. L. R. B. v. *Clarksburg Publishing Co.*, 120 F. (2d) 976 (C. C. A. 4).
N. L. R. B. v. *Colorado Fuel & Iron Corp.*, 121 F. (2d) 165 (C. C. A. 10).
Crystal City Glass Workers Union v. *N. L. R. B.* (*Pittsburgh Plate Glass*), 113 F. (2d) 698 (C. C. A. 8), affirmed 313 U. S. 146, rehearing denied, 61 S. Ct. 1093.
N. L. R. B. v. *Crystal Spring Finishing Co.*, 116 F. (2d) 669 (C. C. A. 1.)
Cudahy Packing Co. v. *N. L. R. B.*, 118 F. (2d) 295 (C. C. A. 10).
N. L. R. B. v. *Dow Chemical Co.*, 117 F. (2d) 455 (C. C. A. 6).
Eagle-Picher Mining & Smelting Co. v. *N. L. R. B.*, 119 F. (2d) 903 (C. C. A. 8).
N. L. R. B. v. *Elkland Leather Co.*, 114 F. (2d) 221 (C. C. A. 3), certiorari denied, 311 U. S. 705.
El Paso Electric Co. v. *N. L. R. B.*, 119 F. (2d) 581 (C. C. A. 5).
N. L. R. B. v. *Entwistle Mfg. Co.*, 120 F. (2d) 532 (C. C. A. 4).
N. L. R. B. v. *Ed Friedrich, Inc.*, 116 F. (2d) 888 (C. C. A. 5).
N. L. R. B. v. *General Motors Corp.*, 116 F. (2d) 306 (C. C. A. 7).
N. L. R. B. v. *Gulf Public Service Co.*, 116 F. (2d) 852 (C. C. A. 5).
N. L. R. B. v. *Hawk & Buck Co.*, 120 F. (2d) 903 (C. C. A. 5).
N. L. R. B. v. *Highland Shoe Co.*, 119 F. (2d) 218 (C. C. A. 1).

[5] In this listing we have disregarded certain minor modifications involving the form of notices to be posted and the deletion of the work-relief reimbursement provision in back-pay orders. The Board in most cases expressly consented to these modifications.
[6] Certiorari dismissed on motion of petitioner.

Hobart Cabinet Co. v. *N. L. R. B.*, enforced May 8, 1941, without opinion (C. C. A. 6).[7]
N. L. R. B. v. *W. C. Bachelder*, Receiver for *Hoosier Veneer Co.*, 120 F. (2d) 574 (C. C. A. 7).[8]
Indianapolis Power & Light Co. v. *N. L. R. B.*, May 14, 1941 (C. C. A. 7).[9]
Inland Lime & Stone Co. v. *N. L. R. B.*, 119 F. (2d) 20 (C. C. A. 7).
N. L. R. B. v. *Henry Levaur, Inc., et al.*, 115 F. (2d) 105 (C. C. A. 1), certiorari denied, 312 U. S. 682.
Magnolia Petroleum Co. v. *N. L. R. B.*, 115 F. (2d) 1007 (C. C. A. 5).
Marlin-Rockwell Corp. v. *N. L. R. B.*, 116 F. (2d) 586 (C. C. A. 2), certiorari denied, 61 S. Ct. 1116.
N. L. R. B. v. *Moltrup Steel Co.*, 121 F. (2d) 612 (C. C. A. 3).
Montgomery Ward & Co. v. *N. L. R. B.*, 115 F. (2d) 700 (C. C. A. 8).
N. L. R. B. v. *Nelson Mfg. Co.*, 120 F. (2d) 444 (C. C. A. 8).
N. L. R. B. v. *New Era Die Co.*, 118 F. (2d) 500 (C. C. A. 3).
New Idea, Inc. v. *N. L. R. B.*, 117 F. (2d) 517 (C. C. A. 7).
Oughton, et al. (See *Windsor.*)
N. L. R. B. v. *Pearlstone Printing & Stationery Co.*, 115 F. (2d) 132 (C. C. A. 8).
N. L. R. B. v. *Geo. P. Pilling & Sons*, 119 F. (2d) 32 (C. C. A. 3).
Pittsburgh Plate Glass Co. v. *N. L. R. B.*, 113 F. (2d) 698 (C. C. A. 8), affirmed 313 U. S. 146.
Pueblo Gas & Fuel Co. v. *N. L. R. B.*, 118 F. (2d) 304 (C. C. A. 10).
N. L. R. B. v. *Rath Packing Co.*, 115 F. (2d) 217 (C. C. A. 8).
N. L. R. B. v. *Reed & Prince Co.*, 118 F. (2d) 874 (C. C. A. 1), certiorari denied, 61 S. Ct. 1119.
N. L. R. B. v. *Reynolds Wire Co.*, 121 F. (2d) 627 (C. C. A. 7).
Roebling Employees Assn. v. *N. L. R. B.* (See *John A. Roebling & Sons Co.*)
N. L. R. B. v. *John A. Roebling & Sons Co.*, 120 F. (2d) 289 (C. C. A. 3).
N. L. R. B. v. *Schmidt Baking Co.*, 122 F. (2d) 162 (C. C. A. 4).
N. L. R. B. v. *Skinner & Kennedy Stationery Corp.*, 113 F. (2d) 667 (C. C. A. 8).
Solvay Process Co. v. *N. L. R. B.*, 117 F. (2d) 83 (C. C. A. 5), certiorari denied, 61 S. Ct. 1121.
South Atlantic S. S. Co. of Del. v. *N. L. R. B.*, 116 F. (2d) 480 (C. C. A. 5), certiorari denied, 61 S. Ct. 1101.[10]
Southern S. S. Co. v. *N. L. R. B.*, 120 F. (2d) 505 (C. C. A. 5).[11]
N. L. R. B. v. *Southport Petroleum Co.*, 117 F. (2d) 90 (C. C. A. 5).[12]
N. L. R. B. v. *Swift & Co.*, 116 F. (2d) 143 (C. C. A. 8).
The Texas Co. v. *N. L. R. B.*, 119 F. (2d) 23 (C. C. A. 7).
N. L. R. B. v. *Texas Mining & Smelting Co.*, 117 F. (2d) 86 (C. C. A. 5).
The Triplex Screw Co. v. *N. L. R. B.*, 117 F. (2d) 858 (C. C. A. 6).
Valley Mould & Iron Corp. v. *N. L. R. B.*, 116 F. (2d) 760 (C. C. A. 7), certiorari denied, 61 S. Ct. 1114.
N. L. R. B. v. *Viking Pump Co.*, 113 F. (2d) 759 (C. C. A. 8), certiorari denied, 312 U. S. 680.
N. L. R. B. v. *Waumbec Mills, Inc.*, 114 F. (2d) 226 (C. C. A. 1).
N. L. R. B. v. *Western Massachusetts Electric Co.*, 120 F. (2d) 455 (C. C. A. 1).
N. L. R. B. v. *Westinghouse Airbrake Co.*, 120 F. (2d) 1004 (C. C. A. 3).
N. L. R. B. v. *White Swan Co.*, 118 F. (2d) 1002 (C. C. A. 4).[13]
Wilson & Co. v. *N. L. R. B.*, 115 F. (2d) 759 (C. C. A. 8).
Windsor Mfg. Co. v. *N. L. R. B.*, 118 F. (2d) 494 (C C. A. 3).[14]
N. L. R. B. v. *Yale & Towne Mfg. Co.*, 114 F. (2d) 376 (C. C. A. 2).

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[7] Petition for certiorari filed September 20, 1941.
[8] Petition for certiorari denied October 13, 1941.
[9] Modified opinion, September 15, 1941, superseding opinion filed May 14, 1941, modifying and enforcing as modified.
[10] Rehearing denied October 13, 1941.
[11] Certiorari granted October 13, 1941.
[12] Certiorari granted June 2, 1941 (limited to denial by court below of Board's motion to remand for further evidence).
[13] Certiorari denied October 13, 1941.
[14] Certiorari filed by *Windsor*, May 22, 1941. Certiorari filed by *Gibbs et al.*, June 14, 1941.

(b) Board orders enforced as modified by circuit court decision:

N. L. R. B. v. *Acme Air Appliance Co.*, 117 F. (2d) 417 (C. C. A. 2).[15]
N. L. R. B. v. *Aluminum Products Co., et al.*, 120 F. (2d) 567 (C. C. A. 7).
N. L. R. B. v. *American Oil Co.*, 114 F. (2d) 1009 (C. C. A. 4).
N. L. R. B. v. *Auburn Foundry, Inc.*, 119 F. (2d) 331 (C. C. A. 7).
N. L. R. B. v. *Blossom Products, Inc.*, 121 F. (2d) 260 (C. C. A. 3).[16]
N. L. R. B. v. *Blue Bell Globe Mfg. Co.*, 120 F. (2d) 974 (C. C. A. 4).
N. L. R. B. v. *Brashear Freight Lines., Inc.*, 119 F. (2d) 379 (C. C. A. 8).
N. L. R. B. v. *Calumet Steel Corp.*, 121 F. (2d) 366 (C. C. A. 7).
N. L. R. B. v. *Continental Oil Co.*, 121 F. (2d) 120 (C. C. A. 10).
Corning Glass Works v. *N. L. R. B.*, 118 F. (2d) 625 (C. C. A. 2).
Cudahy Packing Co. v. *N. L. R. B.*, 116 F. (2d) 367 (C. C. A. 8).
N. L. R. B. v. *Ford Motor Co.*, 114 F. (2d) 905 (C. C. A. 6), certiorari denied, 312 U. S. 689.
N. L. R. B. v. *Ford Motor Co.*, 119 F. (2d) 326 (C. C. A. 5).
N. L. R. B. v. *Lightner Publishing Co.*, 113 F. (2d) 621 (C. C. A. 7).
N. L. R. B. v. *P. Lorillard Co.*, 117 F. (2d) 921 (C. A. A. 6).[17]
N. L. R. B. v. *McKesson & Robbins, Inc.*, 121 F. (2d) 84 (App. D. C.)[18]
N. L. R. B. v. *Mall Tool Co.*, 119 F. (2d) 700 (C. C. A. 7).
N. L. R. B. v. *Newark Morning Ledger Co.*, 120 F. (2d) 266 (C. C. A. 3).[19]
The New York Handkerchief Mfg. Co. v. *N. L. R. B.*, 114 F. (2d) 144 (C. C. A. 7), certiorari denied, 311 U. S. 704.
The Ohio Power Co. v. *N. L. R. B.*, 115 F. (2d) 839 (C. C. A. 6).
N. L. R. B. v. *Pacific Gas & Electric Co.*, 118 F. (2d) 780 (C. C. A. 9).
Phelps-Dodge Corp. v. *N. L. R. B.*, 113 F. (2d) 202 (C. C. A. 2).[20]
The Press Co., Inc. v. *N. L. R. B.*, 118 F. (2d) 937 (App. D. C.), certiorari denied, 61 S. Ct. 1118.
N. L. R. B. v. *Riverside Mfg. Co.*, 119 F. (2d) 302 (C. C. A. 5).[21]
Singer Mfg. Co. v. *N. L. R. B.*, 119 F. (2d) 131 (C. C. A. 7), certiorari denied, 61 S. Ct. 1119.[22]
A. E. Staley Mfg. Co. v. *N. L. R. B.*, 117 F. (2d) 868, 879 (C. C. A. 7).
Stewart Die Casting Co. v. *N. L. R. B.*, 114 F. (2d) 849 (C. C. A. 7), certiorari denied, 312 U. S. 680.
N. L. R. B. v. *Stover Bedding Co.*, 114 F. (2d) 513 (C. C. A. 10).
N. L. R. B. v. *Suburban Lumber Co.*, 121 F. (2d) 829 (C. C. A. 3).
N. L. R. B. v. *Superior Tanning Co.*, 117 F. (2d) 881 (C. C. A. 7), certiorari denied, 61 S. Ct. 834.
Texarkana Bus Lines, et al. v. *N. L. R. B.*, 119 F. (2d) 480 (C. C. A. 8).
N. L. R. B. v. *Vincennes Steel Co.*, 117 F. (2d) 169 (C. C. A. 7).
Warehousemen's Union, et al. v. *N. L. R. B.* (See *McKesson & Robbins, Inc.*)
Western Union Telegraph Co., et al. v. *N. L. R. B.*, 113 F. (2d) 992 (C. C. A. 2).
N. L. R. B. v. *West Kentucky Coal Co.*, 116 F. (2d) 816 (C. C. A. 6).
N. L. R. B. v. *West Texas Utilities Co.*, 119 F. (2d) 683 (C. C. A. 5).
Windsor Mfg. Co. v. *N. L. R. B.*, 118 F. (2d) 486 (C. C. A. 3).[23]

2. Circuit Court decisions denying enforcement of Board orders:

N. L. R. B. v. *Algoma Plywood & Veneer Co.*, 121 F. (2d) 602 (C. C. A. 7).
N. L. R. B. v. *Ann Arbor Press*, 117 F. (2d) 786 (C. C. A. 6).[24]

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[15] Enforcing in part, and remanding in part.
[16] Decision as to "check-off" portion of Board's order withheld pending decision of Supreme Court in *Virginia Electric & Power Co.*
[17] Certiorari granted, 61 S. Ct. 1115.
[18] Certiorari denied October 27, 1941.
[19] Certiorari filed July 24, 1941.
[20] Supplemental findings and recommendation issued by Board September 13, 1941, consent supplemental decree entered November 3, 1941.
[21] Consent decree entered August 29, 1941, granting full enforcement of Board's order.
[22] Rehearing denied, October 13, 1941.
[23] Three Judge Court conditioned enforcement of Board's order, but on rehearing, the Court sitting *en banc*, enforced the Board's order. *Supra* 1 (a), p. 146.
[24] Board's order set aside without prejudice to further hearing.

N. L. R. B. v. *Automotive Maintenance Machinery Co.*, 116 F. (2d) 350 (C. C. A. 7).[25]
Diamond T Motor Co. v. *N. L. R. B.*, 119 F. (2d) 978 (C. C. A. 7).
E. I. Du Pont de Nemours & Co. v. *N. L. R. B.*, and *Ass'n. of Chemical Employees, et al.* v. *N. L. R. B.*, 116 F. (2d) 388 (C. C. A. 4), certiorari denied, 61 S. Ct. 959.
N. L. R. B. v. *Electric Vacuum Cleaner Co.*, 120 F. (2d) 611 (C. C. A. 6).[26]
Foote Bros. Gear & Machine Co. v. *N. L. R. B.*, 114 F. (2d) 611 (C. C. A. 7).[27]
Foote Bros. Gear & Machine Co. v. *N. L. R. B.*, 121 F. (2d) 802 (C. C. A. 7).[28]
N. L. R. B. v. *Gannett Co., Inc.*, 118 F. (2d) 937 (App. D. C.)
N. L. R. B. v. *Gutmann & Co.*, 121 F. (2d) 756 (C. C. A 7).
N. L. R. B. v. *Illinois Tool Works*, 119 F. (2d) 356 (C. C. A. 7).
N. L. R. B. v. *International Shoe Co.*, 116 F. (2d) 31 (C. C. A. 8).
Carl Jacobsen, et al. v. *N. L. R. B.*, 120 F. (2d) 96 (C. C. A. 3).[29]
Martel Mills Corp. v. *N. L. R. B.*, 114 F. (2d) 624 (C. C. A. 4).
N. L. R. B. v. *Mathieson Alkali Works, Inc.*, 114 F. (2d) 796 (C. C. A. 4).
N. L. R. B. v. *Newark Morning Ledger Co.*, 120 F. (2d) 262 (C. C. A. 3).[30]
F. W. Poe Mfg. Co. v. *N. L. R. B.*, 119 F. (2d) 45 (C. C. A. 4).
Quaker State Oil Co. v. *N. L. R. B.*, 119 F. (2d) 631 (C. C. A. 3).
N. L. R. B. v. *Sparks-Withington Co.*, 119 F. (2d) 78 (C. C. A. 3).[31]
The Texas Co. v. *N. L. R. B.*, 120 F. (2d) 186 (C. C. A. 9).
Virginia Electric & Power Co. v. *N. L. R. B.* and *Employees' Ass'n. of Virginia Electric & Power Co.* v. *N. L. R. B.*, 115 F. (2d) 414 (C. C. A. 4).[32]
N. L. R. B. v. *Washington Dehydrated Food Co.*, 118 F. (2d) 980 (C. C. A. 9).[33]
Wilson & Co. v. *N. L. R. B.*, 120 F. (2d) 913 (C. C. A. 7).

B. CONSENT DECREES

First Circuit

Aerovox Corp., entered March 31, 1941, enforcing 28 N. L. R. B., No. 109.
Austin, Nichols & Co., entered February 17, 1941, enforcing 29 N. L. R. B., No. 2.
Clark Shoe Co., entered September 18, 1940, enforcing as modified 17 N. L. R. B. 1079.
Hartland Tanning Co., Inc., entered July 9, 1940, enforcing as modified 22 N. L. R. B. 25.
North Shore Dye, Inc., and Holland Cleaners and Dyers of N. H., Inc., entered March 3, 1941, enforcing as modified 24 N. L. R. B., No. 48.

Second Circuit

Allied Yarns Corp., entered January 11, 1941, enforcing as modified 26 N. L. R. B., No. 132.
Henry Amdur & Sons, Inc., entered November 22, 1940, enforcing 27 N. L. R. B., No. 200.
Sam Barkin, Inc., entered March 13, 1941, enforcing 29 N. L. R. B., No. 80.
S. Blechman & Sons, entered July 8, 1940, enforcing as modified 20 N. L. R. B. 495.

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[25] Certiorari granted October 13, 1941.
[26] Certiorari granted October 20, 1941.
[27] Certiorari granted, motions to reverse granted, cause remanded, 311 U. S. 620.
[28] Settled prior to Board's application for certiorari.
[29] Board order dismissing complaint set aside; remanded for further proceedings.
[30] On February 7, 1941, case reopened on motion of Court; resulted in modified opinion, 120 F. (2d) 266.
[31] Certiorari granted October 13, 1941.
[32] Certiorari granted, 312 U. S. 677.
[33] Set aside and remanded; Board's petition for enforcement withdrawn with prejudice.

Cine-Simplex Corp., entered January 24, 1941, enforcing 28 N. L. R. B., No. 79.
Frisbie Pie Co., entered April 24, 1941, enforcing 29 N. L. R. B., No. 92.
Henry Glass & Co., entered September 4, 1940, enforcing as modified 21 N. L. R. B. 727.
Gotham Sales Co., Inc., entered June 13, 1941, enforcing 30 N. L. R. B., No. 18.
Jackee Mfg. Co., entered July 8, 1940, enforcing as modified 24 N. L. R. B., No. 13.
J. Klotz & Co., entered March 3, 1941, enforcing 29 N. L. R. B., No. 3.
Life Savers Corp., entered July 9, 1940, enforcing 24 N. L. R. B., No. 92.
McKaig-Hatch, Inc., entered April 9, 1941, enforcing as modified 26 N. L. R. B., No. 133.
Metropolitan Wire Goods Corp., entered January 10, 1941, enforcing 28 N. L. R. B., No. 57.
Norwich Dairy Co., Inc., and Vermont Dairy Co., Inc., entered February 4, 1941, enforcing as modified 25 N. L. R. B., No. 121.
Norwich Knitting Co., entered April 21, 1941, enforcing as modified 30 N. L. R. B., No. 129.
Phelps Dodge Corporation, entered October 24, 1940, enforcing as modified 15 N. L. R. B. 732.
Remington Rand Inc., entered December 10, 1940, enforcing 27 N. L. R. B., No. 100.
Staple Coat Co., Inc., entered March 8, 1941, enforcing 29 N. L. R. B., No. 48.
The Texas Co., entered September 17, 1940, enforcing 26 N. L. R. B., No. 35.
Todd Shipyards & Robbins Drydock, entered June 10, 1941, enforcing 5 N. L. R. B. 20.
Westinghouse Electric & Mfg. Co., et al., entered February 3, 1941, enforcing 22 N. L. R. B., 147.

Third Circuit

Colonial Togs Co. (See *Nathan Levine.*)
Dent Hardware Co., entered September 16, 1940, enforcing 26 N. L. R. B., No. 18.
Eavenson & Levering Co., entered September 6, 1940, enforcing 25 N. L. R. B., No. 69.
The E. T. Fraim Lock Co., et al., entered January 27, 1941, enforcing as modified 26 N. L. R. B., No. 66.
Hanover Heel & Innersole Co., entered February 20, 1941, enforcing 28 N. L. R. B., No. 119.
Lancaster Iron Works, Inc, entered March 21, 1941, enforcing as modified 20 N. L. R. B. 738.
Nathan Levine d/b/a *Colonial Togs Co.*, entered July 1, 1940, enforcing 24 N. L. R. B., No. 65.
Leybro Mfg. Co., et al., entered September 20, 1940, enforcing as modified 24 N. L. R. B., No. 82.
The Modecraft Co., Inc., entered December 16, 1940, enforcing 27 N. L. R. B., No. 118.
Newark Milk & Cream Co., entered September 6, 1940, enforcing 26 N. L. R. B., No. 61.
Northampton Textile Co., entered January 20, 1941, enforcing 28 N. L. R. B., No. 49.
Pittsburgh Courier Publishing Co., entered February 17, 1941, enforcing 28 N. L. R. B., No. 64.
Pittsburgh Standard Envelope Co., entered February 17, 1941, enforcing 20 N. L. R. B. 516.
Republic Steel Works Co., entered May 2, 1941, enforcing as modified 29 N. L. R. B., No. 38.
Resnick Cleaners & Dyers, Inc., et al., entered March 26, 1941, enforcing as modified 24 N. L. R. B., No. 67.
Sanderson Knitting Mill, entered February 20, 1941, enforcing 28 N. L. R. B., No. 92.
Sanitary Products Corp. of America, entered January 20, 1941, enforcing 27 N. L. R. B., No. 206.

Standard Steel Works Co., entered May 2, 1941, enforcing as modified 26 N. L. R. B., No. 41.
Stehli & Co., Inc., entered July 23, 1940, enforcing as modified 11 N. L. R. B. 1397.
Tuscan Dairy Farms, Inc., entered June 19, 1941, enforcing 29 N. L. R. B., No. 60.
Walnut Hosiery Mills, entered July 11, 1940, enforcing 24 N. L. R. B., No. 104.

Fourth Circuit

Alma Mills, Inc., et al., entered October 17, 1940, enforcing as modified 24 N. L. R. B., No. 1.
Continental Furniture Co., Inc., entered October 11, 1940, enforcing 27 N. L. R. B., No. 67.
Gastonia Weaving Co., entered June 23, 1941, enforcing 30 N. L. R. B., No. 145.
L & A Bus Lines, Inc., et al., entered September 6, 1940, 25 N. L. R. B., No. 54.
Southern Printing & Publishing Co., entered September 26, 1940, enforcing 25 N. L. R. B., No. 51.

Fifth Circuit

R. E. Atchison Lumber Co., entered January 27, 1941, enforcing 28 N. L. R. B., No. 146.
Fox-Coffey-Edge Millinery Co., entered April 25, 1941, enforcing as modified 20 N. L. R. B. 637.
Hughes Tool Co., entered November 26, 1940, enforcing as modified 27 N. L. R. B., No. 145.
Jefferson Lake Oil Co., entered October 18, 1940, enforcing as modified 16 N. L. R. B. 355.
Kaplan Rice Milling Co., Inc., entered October 24, 1940, enforcing 27 N. L. R. B., No. 89.
The Times-Picayune Publishing Co., entered February 18, 1941, enforcing 29 N. L. R. B., No. 77.

Sixth Circuit

Adler Mfg. Co., entered June 25, 1941, enforcing 29 N. L. R. B., No. 126.
Anderson Elevator Co., entered February 12, 1941, enforcing 29 N. L. R. B., No. 24.
Combustion Engineering Co., entered May 7, 1941, enforcing as modified 20 N. L. R. B. 602.
Consolidated Paper Co., entered June 25, 1941, enforcing 30 N. L. R. B., No. 70.
Dealers Transport Co., Inc., entered November 8, 1940, enforcing 27 N. L. R. B., No. 114.
Diamond Coal Co., entered December 10, 1940, enforcing 27 N. L. R. B., No. 203.
The Galonet Products Co., entered June 25, 1941, enforcing 31 N. L. R. B., No. 68.
Johnsons' Spring Co., entered October 14, 1940, enforcing 25 N. L. R. B., No. 24.
Knoxville Publishing Co., entered November 8, 1940, enforcing as modified 12 N. L. R. B. 1209.
National Cash Register Co., entered October 14, 1940, enforcing 24 N. L. R. B., No. 108.
Sozonian Vault Co., entered March 14, 1941, enforcing 29 N. L. R. B., No. 59.
Steel Storage File Co., entered October 14, 1940, enforcing 27 N. L. R. B., No. 46a.
Triplett Electrical Instrument Co., entered June 14, 1941, enforcing as modified 28 N. L. R. B., No. 85.
West Kentucky Coal Co., entered January 8, 1941, enforcing 24 N. L. R. B., No. 91.
Youngstown Sheet & Tube Co., entered May 24, 1941, enforcing as modified 31 N. L. R. B., No. 54.

Seventh Circuit

B. Z. B. Knitting Co., entered June 26, 1941, enforcing as modified 28 N. L. R. B., No. 45.
Bloomfield Mfg. Co., entered September 24, 1940, enforcing as modified 22 N. L. R. B. 83.
Chambers Corp., entered March 17, 1941, enforcing 21 N. L. R. B. 808.
Good Luck Glove Co., entered January 3, 1941, enforcing 28 N. L. R. B., No. 36.
Inland Rubber Corp., entered March 1, 1941, enforcing 29 N. L. R. B., No. 18.
Lakeview Co-Operative Dairy, entered February 4, 1941, enforcing 29 N. L. R. B., No. 1.
Wm. Lans Co., entered January 25, 1941, enforcing 21 N. L. R. B. 31.
Lawrenceburg Roller Mills Co., entered August 8, 1940, enforcing 23 N. L. R. B., No. 106.
Leach Co., entered July 19, 1940, enforcing 24 N. L. R. B., No. 113.
The Liquid Carbonic Co., entered June 9, 1941, enforcing 30 N. L. R. B., No. 128.
Monticello Mfg. Corp., entered July 17, 1940, enforcing as modified 29 N. L. R. B., No. 47.
National Metal Products Co., Inc., entered June 26, 1941, enforcing 30 N. L. R. B., No. 91.
Edward F. Reichelt d/b/a *Paul A. Reichelt Co.*, entered January 14, 1941, enforcing as modified 21 N. L. R. B. 262.
Reliance Mfg. Co., entered June 9, 1941, enforcing as modified, C-471, 28 N. L. R. B., No. 157.
Rosenow Co., entered November 11, 1940, enforcing 27 N. L. R. B., No. 172.
Fred Rueping Leather Co., entered July 23, 1940, enforcing 24 N. L. R. B., No. 120.
Schult Trailers, Inc., entered April 17, 1941, enforcing as modified 28 N. L. R. B., No. 150.
Southern Indiana Gas & Electric Co., entered July 23, 1940, enforcing 28 N. L. R. B., No. 147.
Stoner Mfg. Co., entered September 23, 1940, enforcing 27 N. L. R. B., No. 57.
R. G. LeTourneau, Inc., entered April 8, 1941, enforcing 29 N. L. R. B., No. 141.

Eighth Circuit

Baldor Electric Co., entered September 16, 1940, enforcing 26 N. L. R. B., No. 71.
Cudahy Packing Co., entered January 8, 1941, enforcing 27 N. L. R. B., No. 102.
Iowa-Nebraska Light & Power Co., et al., entered November 16, 1940, enforcing 27 N. L. R. B., No. 158.
Kaisel Garment Co., entered October 8, 1940, enforcing 27 N. L. R. B., No. 54.
The Leopold Co., entered June 16, 1941, enforcing 31 N. L. R. B., No. 5.
Little Rock Furniture Co., entered July 8, 1940, enforcing 24 N. L. R. B., No. 66.
Midway Transportation Co., entered June 30, 1941, enforcing 30 N. L. R. B., No. 19.
M. F. A. Milling Co., entered October 22, 1940, enforcing as modified 26 N. L. R. B., No. 64.
Ozan Lumber Co., entered June 16, 1941, enforcing 30 N. L. R. B., No. 3.
Scharff-Koken Mfg. Co., entered May 23, 1941, enforcing 30 N. L. R. B., No. 87.
Schieber Millinery Co., et al., entered December 10, 1940, enforcing as modified 26 N. L. R. B., No. 99.
Sun Mfg. Co., entered November 8, 1940, enforcing 27 N. L. R. B., No. 124.
Universal Match Corp., entered December 5, 1940, enforcing as modified 23 N. L. R. B., No. 19.

Ninth Circuit

Acme Felt Works, Inc., entered December 17, 1940, enforcing 27 N. L. R. B., No. 103.
F. M. Ball & Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Bercut-Richards Packing Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Boldemann Chocolate Co., entered September 28, 1940, enforcing as modified 13 N. L. R. B. 1281.
California Conserving Co., Inc., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
California Fig Growers & Packers, entered July 15, 1940, enforcing 23 N. L. R. B., No. 133.
California Packing Corp., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
California Packing Corp., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
California Processors & Growers, Inc., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
California Walnut Growers Association, entered October 21, 1940, enforcing as modified 23 N. L. R. B., No. 133.
Cing-Mars (*Pacific Gas Heater Co.*) entered July 15, 1940, enforcing 22 N. L. R. B. 1059.
V. M. Dotson, entered December 16, 1940, enforcing 27 N. L. R. B., No. 123.
Douglas Aircraft Co., entered July 15, 1940, enforcing 18 N. L. R. B. 43.
Elmhurst Packers, Inc., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Felice & Perrelli Canning Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
R. W. Ferguson and *Roy Rutherford* d/b/a *Independent Lumber Co.*, entered March 11, 1941, enforcing 26 N. L. R. B., No. 48.
Gillespie Furniture Co., entered July 15, 1940, enforcing 19 N. L. R. B. 350.
Milton L. Gillespie d/b/a *Gillcraft Furniture Company*, entered December 16, 1940, enforcing 27 N. L. R. B., No. 179.
Hammond Redwood Co., entered July 15, 1940, enforcing 23 N. L. R. B., No. 17.
H. J. Heinz Corp., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
C. G. Hitchcock & Co., et al., entered October 21, 1940, enforcing 27 N. L. R. B., No. 42.
Hunt Brothers Packing Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Inland Manufacturing Company, entered September 3, 1940, enforcing 26 N. L. R. B., No. 60.
Interstate Aircraft & Engineering Corp., entered July 15, 1940, enforcing 19 N. L. R. B. 464.
Johnston Pump Co., Inc., entered July 15, 1940, enforcing 21 N. L. R. B. 681.
Lamm Lumber Co., entered December 16, 1940, enforcing 28 N. L. R. B., No. 126.
Libby, McNeill & Libby, entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Los Angeles Spring Bed Company, entered September 3, 1940, enforcing 24 N. L. R. B., No. 51.
Lyons-Magnus, Inc., entered December 16, 1940, enforcing 27 N. L. R. B., No. 216.
S. J. Miller and *J. A. Maitland* d/b/a *Sebastiani Canning Co.*, entered March 11, 1941, enforcing 27 N. L. R. B., No. 143.
Milton Box Co., entered July 15, 1940, enforcing 19 N. L. R. B. 1036.
Monterey Sardine Industries, entered October 5, 1940, enforcing 27 N. L. R. B., No. 5a.
Mor-Pak Preserving Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Pacific Gas Radiator, entered September 28, 1940, enforcing as modified 21 N. L. R. B. 630.

Pacific Grape Products Co., entered July 15, 1940, enforcing 24 N. L. R. B., No. 12.
Richmond-Chase Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
H. L. Robinson Co., entered February 20, 1941, enforcing 28 N. L. R. B., No. 95.
Santa Cruz Fruit Packing Co., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Sierra Madre-Lamanda Citrus Ass'n, entered March 13, 1941, enforcing as modified 23 N. L. R. B., No. 13.
Stockton Food Products, Inc., entered July 15, 1940, enforcing 22 N. L. R. B. 250.
Technical Porcelain & China Ware Co., entered July 15, 1940, enforcing 22 N. L. R. B. 718.
Washougal Woolen Mills, entered October 5, 1940, enforcing as modified 23 N. L. R. B., No. 1.
West Coast Growers & Packers, entered March 19, 1941, enforcing 29 N. L. R. B., No. 25.
West Oregon Lumber Co., entered July 15, 1940, enforcing as modified 20 N. L. R. B. 1.
Youlin & Company, entered September 3, 1940, enforcing as modified 22 N. L. R. B. 879.

Tenth Circuit

The Cudahy Packing Co., entered June 24, 1941, enforcing as modified 32 N. L. R. B., No. 12.
Great Western Mushroom Co., entered June 26, 1941, enforcing 27 N. L. R. B., No. 79.
J. J. Stanton Transportation Co., entered December 6, 1940, enforcing 28 N. L. R. B., No. 7.

C. CASES PENDING AT CLOSE OF FISCAL YEAR 1941

1. Supreme Court of the United Staes:
N. L. R. B. v. *Automotive Maintenance & Machinery Co.*
N. L. R. B. v. *P. Lorillard Co.*
South Atlantic Steamship Co. v. *N. L. R. B.*, certiorari denied, 61 S. Ct. 1101, pending on rehearing.
Southport Petroleum Corp. v. *N. L. R. B.*
N. L. R. B. v. *Virginia Electric & Power Co.* and *Independent Union of* (2 cases).
Windsor Mfg. Co. v. *N. L. R. B.* and *Wm. Gibbs, et al.* v. *N. L. R. B.*
2. Circuit Courts of Appeals:

Second Circuit

N. L. R. B. v. *Air Associates, Inc.*
N. L. R. B. v. *Arma Corporation.*
N. L. R. B. v. *Blackstone Mfg. Co., Inc.*
N. L. R. B. v. *Cities Service Oil Co., et al.*
N. L. R. B. v. *The Federbush Co., Inc.*
N. L. R. B. v. *Fein's Tin Can Co., Inc.*
N. L. R. B. v. *Isthmian Steamship Co.*
N. L. R. B. v. *Luxuray, Inc.*
N. L. R. B. v. *Mayer Handbag Co., Inc.*
N. L. R. B. v. *Moench Tanning Co.*
N. L. R. B. v. *The New York Times Co.*
N. L. R. B. v. *Quality Art Novelty Co.*
F. W. Woolworth Co. v. *N. L. R. B.*

Third Circuit

N. L. R. B. v. *The Baldwin Locomotive Works.*
N. L. R. B. v. *Condenser Corporation of America et al.*
N. L. R. B. v. *Suburban Lumber Co.*
N. L. R. B. v. *Wilson Line, Inc.*

Fifth Circuit

N. L. R. B. v. *M. Bierner & Son.*
N. L. R. B. v. *Bowen Motor Coaches.*
N. L. R. B. v. *Dixie Motor Coach Co., et al.*
N. L. R. B. v. *Joseph R. Gregory.*
N. L. R. B. v. *Tex-O-Kan Flour Mills.*

Sixth Circuit

N. L .R. B. v. *American Rolling Mill Co.*
N. L. R. B. v. *Bersted Mfg. Co.*
N. L. R. B. v. *Detroit Steel Products Co.*
N. L. R. B. v. *General Shale Products Co.*
N. L. R. B. v. *M. A. Hanna Co., et al.*
N. L. R. B. v. *Indiana & Michigan Electric Co.*
N. L. R. B. v. *R. C. Mahon Co.*
N. L. R. B. v. *Milan Shirt Mfg. Co.*
N. L. R. B. v. *Mountain City Mill Co. et al.*
N. L. R. B. v. *Neuhoff Packing Co., et al.*
N. L. R. B. v. *Newberry Lumber & Chemical Co.*
North Electric Mfg. Co., Inc., v. *N. L. R. B.*
Owens-Illinois Glass Co. v. *N. L. R. B.*
N. L. R. B. v. *Peter Pan Co.*
N. L. R. B. v. *Standard Knitting Co.*
N. L. R. B. v. *U. S. Truck Co.*

Seventh Circuit

N. L. R. B. v. *Acme-Evans Co.*
N. L. R. B. v. *Algoma Net Co.*
N. L. R. B. v. *Burry Biscuit Corp.*
N. L. R. B. v. *Jahn & Ollier Co.*

II. Proceedings Arising Out of Representation Cases

A. Suits to stay or review directions of elections

Bethlehem Steel Co., et al. v. *N. L. R. B.* (W. D. N. Y.). Civil Action Nos. 646 and 647. Dismissed April 14, 1941.

Employees' Mutual Ass'n of Chicago v. *N. L. R. B.* (C. C. A. 7). Dismissed on stipulation February 21, 1941.

Charles Raymond Fish, et al. v. *N. L. R. B.* (S. D. Ohio W. D.). Dismissed August 15, 1941.

National Mineral Co. v. *N. L. R. B.* (N. D. Ill. E. D.). Dismissed September 8, 1940.

B. Suits to enjoin holding of elections

Amalgamated Meat Cutters & Butchers of North America, Local #207 v. *Spreckels* (S. D. Calif. C. D.). Dismissed July 12, 1940; affirmed, 119 F. (2d) 64 (C. C. A. 9).

Amalgamated Meat Cutters & Butchers of North America, Local #207 v. *N. L. R. B.* (S. D. Calif. C. D.). Dismissed August 3, 1940.

Butler Specialty Co. v. *N. L. R. B.* (N D. Ill. E. D.). Dismissed September 28, 1941.

Fenske Bros., Inc. v. *N. L. R. B.* (N. D. Ill. E. D.). Dismissed September 28, 1941.

S. Karpen & Bros., a corp. v. *N. L. R. B.* (N. D. Ill. E. D.). Dismissed December 28, 1941.

C. Suits to review Board orders dismissing petitions for certification of representative

A. G. M. Workers' Ass'n v. *N. L. R. B.* Dismissed, 117 F. (2d) 209 (C. C. A. 7).

N. L. R. B. v. *Jones Foundry Co.*
Reliance Mfg. Co. v. *N. L. R. B.*
N. L. R. B. v. *Walworth Co.*
Wilson & Co. v. *N. L. R. B.*
Wilson & Co. v. *N. L. R. B.*

Eighth Circuit

N. L. R. B. v. *The Blanton Co.*
Donnelly Garment Co. v. *N. L. R. B.*
N. L. R. B. v. *Southwestern Greyhound Lines, Inc.*
Wilson & Co. v. *N. L. R. B.*
Wilson & Co. v. *N. L. R. B.*
N. L. R. B. v. *Youngstown Mines Corp., et al.*

Ninth Circuit

N. L. R. B. v. *Bank of America et al.*
N. L. R. B. v. *Bank of America et al.*
N. L. R. B. v. *Grower-Shipper Vegetable Assn., et al.*
N. L. R. B. v. *Hollywood-Maxwell Co.*
Industrial Employees Union (McGoldrick and Potlatch Lumber Co.s) v. *N. L. R. B.*
N. L. R. B. v. *C. D. Johnson Lumber Co.*
N. L. R. B. v. *Mason Mfg. Co.*
N. L. R. B. v. *Phelps Dodge Corp.*

Tenth Circuit

N. L. R. B. v. *Great Western Mushroom Co.*
N. L. R. B. v. *Keystone Freight Lines, Inc.*
N. L. R. B. v. *The W. H. Kistler Stationery Co.*
N. L. R. B. v. *Moore-Lowry Flour Mills Co.*
Nevada Consolidated Copper Corp. v. *N. L. R. B.*
N. L. R. B. v. *Standard Oil Co., et al.*

III. CASES IN WHICH AN ADJUDICATION OF CONTEMPT FOR FAILURE TO COMPLY WITH COURT DECREES ENFORCING BOARD ORDERS WAS SOUGHT

A. Granted:
N. L. R. B. v. *Boss Mfg. Co.* (C. C. A. 7) 118 F. (2d) 187, April 9, 1941.
N. L. R. B. v. *Silvino Giannasca d. b. a. Imperial Reed & Fibre Co.* (C. C. A. 2), 119 F. (2d) 756, granting in part, and denying in part.
N. L. R. B. v. *Bussmann Mfg. Co.* (C. C. A. 8) 7 L. R. R. 428, November 25, 1940.
N. L. R. B. v. *Pearlstone Printing & Stationery Company* (C. C. A. 8). 7 L. R. R. 480, December 16, 1940.
N. L. R. B. v. *Highland Park Mfg. Co.* (C. C. A. 4) 8 L. R. R. 174, March 11, 1941.
N. L. R. B. v. *Jersey Maid Corp.* (C. C. A. 3), May 2, 1941.

NOTE.—*N. L. R. B.* v. *American Potash and Chemical Corp.* (C. C. A. 9) Contempt citation granted, 113 F. (2d) 232; petition to be purged of contempt denied, 118 F. (2d) 630.

B. Denied:
None.

C. Settled:
N. L. R. B. v. *Santa Cruz Packing Co.* (C. C. A. 9).
N. L. R. B. v. *Fanny Farmer Candy Shops, Inc.* (C. C. A. 2).
N. L. R. B. v. *Good Coal Co.* (C. C. A. 6).
N. L. R. B. v. *Waterman Steamship Corp.* (C. C. A. 5). Settled after Court opinion.
N. L. R. B. v. *Carlisle Lumber Co.* (C. C. A. 9). Settled after adjudication.

D. Pending Adjudication:
N. L. R. B. v. *Lightner Publishing Corp.* (C. C. A. 7).
N. L. R. B. v. *Greenebaum Tanning Co.* (C. C. A. 7).
N. L. R. B. v. *Bethlehem Shipbuilding Corp.* (C. C. A. 1).
N. L. R. B. v. *Boldemann Chocolate Corporation, Limited* (C. C. A. 9).
N. L. R. B. v. *Tupelo Garment Co.* (C. C. A. 5).
N. L. R. B. v. *M. Lowenstein & Sons* (C. C. A. 2).
N. L. R. B. v. *Remington Rand, Inc.* (C. C. A. 2).

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