

Budget Office

ELEVENTH
ANNUAL REPORT
OF THE
NATIONAL LABOR
RELATIONS BOARD

FOR THE FISCAL YEAR
ENDED JUNE 30

1946

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(I)



NATIONAL LABOR RELATIONS ACT

(49 Stat. 449)

AN ACT

To diminish the causes of labor disputes burdening or obstructing interstate and foreign commerce, to create a National Labor Relations Board, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

FINDINGS AND POLICY

SECTION 1. The denial by employers of the right of employees to organize and the refusal by employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce by (a) impairing the efficiency, safety, or operation of the instrumentalities of commerce; (b) occurring in the current of commerce; (c) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods from or into the channels of commerce, or the prices of such materials or goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right to employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences

as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

DEFINITIONS

SEC. 2. When used in this Act—

(1) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.

(2) The term "employer" includes any person acting in the interest of an employer, directly or indirectly, but shall not include the United States, or any State or political subdivision thereof, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(3) The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse.

(4) The term "representatives" includes any individual or labor organization.

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(6) The term "commerce" means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and

any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

(7) The term "affecting commerce" means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce.

(8) The term "unfair labor practice" means any unfair labor practice listed in section 8.

(9) The term "labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

(10) The term "National Labor Relations Board" means the National Labor Relations Board created by section 3 of this Act.

(11) The term "old Board" means the National Labor Relations Board established by Executive Order Numbered 6763 of the President on June 29, 1934, pursuant to Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), and reestablished and continued by Executive Order Numbered 7074 of the President of June 15, 1935, pursuant to Title I of the National Industrial Recovery Act (48 Stat. 195) as amended and continued by Senate Joint Resolution 133¹ approved June 14, 1935.

NATIONAL LABOR RELATIONS BOARD

SEC. 3. (a) There is hereby created a board, to be known as the "National Labor Relations Board" (hereinafter referred to as the "Board"), which shall be composed of three members, who shall be appointed by the President, by and with the advice and consent of the Senate. One of the original members shall be appointed for a term of one year, one for a term of three years, and one for a term of five years, but their successors shall be appointed for terms of five years each, except that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as the chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

(b) A vacancy in the Board shall not impair the right of the remaining members to exercise all the powers of the Board, and two

¹ So in original.

members of the Board shall, at all times, constitute a quorum. The Board shall have an official seal which shall be judicially noticed.

(c) The Board shall at the close of each fiscal year make a report in writing to Congress and to the President stating in detail the cases it has heard, the decisions it has rendered, the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board, and an account of all moneys it has disbursed.

SEC. 4. (a) Each member of the Board shall receive a salary of \$10,000 a year, shall be eligible for réappointment, and shall not engage in any other business, vocation, or employment. The Board shall appoint, without regard for the provisions of the civil-service laws but subject to the Classification Act of 1923, as amended, an executive secretary, and such attorneys, examiners, and regional directors, and shall appoint such other employees with regard to existing laws applicable to the employment and compensation of officers and employees of the United States, as it may from time to time find necessary for the proper performance of its duties and as may be from time to time appropriated for by Congress. The Board may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services, as may from time to time be needed. Attorneys appointed under this section may, at the direction of the Board, appear for and represent the Board in any case in court. Nothing in this Act shall be construed to authorize the Board to appoint individuals for the purpose of conciliation or mediation (or for statistical work), where such service may be obtained from the Department of Labor.

(b) Upon the appointment of the three original members of the Board and the designation of its chairman, the old Board shall cease to exist. All employees of the old Board shall be transferred to and become employees of the Board with salaries under the Classification Act of 1923, as amended, without acquiring by such transfer a permanent or civil-service status. All records, papers, and property of the old Board shall become records, papers, and property of the Board, and all unexpended funds and appropriations for the use and maintenance of the old Board shall become funds and appropriations available to be expended by the Board in the exercise of the powers, authority, and duties conferred on it by this Act.

(c) All of the expenses of the Board, including all necessary traveling and subsistence expenses outside the District of Columbia incurred by the members or employees of the Board under its orders, shall be allowed and paid on the presentation of itemized vouchers therefor approved by the Board or by any individual it designates for that purpose.

SEC. 5. The principal office of the Board shall be in the District of Columbia, but it may meet and exercise any or all of its powers at any other place. The Board may, by one or more of its members or by such agents or agencies as it may designate, prosecute any inquiry necessary to its functions in any part of the United States. A member who participates in such an inquiry shall not be disqualified from subsequently participating in a decision of the Board in the same case.

SEC. 6. (a) The Board shall have authority from time to time to make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of this Act. Such rules and regulations shall be effective upon publication in the manner which the Board shall prescribe.

RIGHTS OF EMPLOYEES

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 6 (a), an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay.

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided*, That nothing in this Act, or in the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701-712), as amended from time to time, or in any code or agreement approved or prescribed thereunder, 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.

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

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

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive 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: *Provided*, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

(b) 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.

(c) Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy and certify to the parties, in writing, the name or names of the representatives that have been designated or selected. In any such investigation, the Board shall provide for an appropriate hearing upon due notice, either in conjunction with a proceeding under section 10 or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertain such representatives.

(d) Whenever an order of the Board made pursuant to section 10 (c) is based in whole or in part upon facts certified following an investigation pursuant to subsection (c) of this section, and there is a petition for the enforcement or review of such order, such certification and the record of such investigation shall be included in the transcript of the entire record required to be filed under subsections 10 (e) or 10 (f), and thereupon the decree of the court enforcing, modifying, or setting aside in whole or in part the order of the Board shall be made and entered upon the pleadings, testimony, and proceedings set forth in such transcript.

PREVENTION OF UNFAIR LABOR PRACTICES

SEC. 10. (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 8) affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law, or otherwise.

(b) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency, at a place therein fixed, not less than five days after the serving of said complaint. Any such complaint may be amended by the member, agent, or agency conducting the hearing or the Board in its discretion at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member, agent, or agency conducting the hearing or the Board, any other person may be allowed to intervene in the said proceeding and to present testimony. In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

(c) The testimony taken by such member, agent, or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the 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. If upon all the testimony taken the Board shall be of the opinion that no person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint.

(d) Until a transcript of the record in a case shall have been filed in a court, as hereinafter provided, the Board may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it.

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the

United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board. No objection that has not been urged before the Board, its member, agent, or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the Board as to the facts, if supported by evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing before the Board, its member, agent, or agency, the court may order such additional evidence to be taken before the Board, its member, agent, or agency, and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which, if supported by evidence shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States and upon writ of certiorari or certification as provided in section 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any circuit court of appeals of the United States in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the Court of Appeals of the District of Columbia, by

filing in such a court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; and the findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

(g) The commencement of proceedings under subsection (e) or (f) of this section shall not, unless specifically ordered by the court, operate as a stay of the Board's order.

(h) When granting appropriate temporary relief or a restraining order, or making and entering a decree enforcing, modifying, and enforcing as so modified or setting aside in whole or in part an order of the Board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by the Act entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes," approved March 23, 1932 (U. S. C., Supp. VII, title 29, secs. 101-115).

(i) Petitions filed under this Act shall be heard expeditiously, and if possible within ten days after they have been docketed.

INVESTIGATORY POWERS

SEC. 11. For the purpose of all hearings and investigations, which, in the opinion of the Board, are necessary and proper for the exercise of the powers vested in it by section 9 and section 10—

(1) The Board, or its duly authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. Any member of the Board shall have power to issue subpoenas requiring the attendance and testimony of witnesses and the production of any evidence that relates to any matter under investigation or in question, before the Board, its member, agent, or agency conducting the hearing or investigation. Any member of the Board, or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine witnesses, and receive

evidence. Such attendance of witnesses and the production of such evidence may be required from any place in the United States or any Territory or possession thereof, at any designated place of hearing.

(2) In case of contumacy or refusal to obey a subpoena issued to any person, any District Court of the United States or the United States courts of any Territory or possession, or the Supreme Court of the District of Columbia, within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contumacy or refusal to obey is found or resides or transacts business, upon application by the Board shall have jurisdiction to issue to such person an order requiring such person to appear before the Board, its member, agent, or agency, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by said court as a contempt thereof.

(3) No person shall be excused from attending and testifying or from producing books, records, correspondence, documents, or other evidence in obedience to the subpoena of the Board, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

(4) Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same setting forth the manner of such service shall be proof of the same, and the return post office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same. Witnesses summoned before the Board, its member, agent, or agency, shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States.

(5) All process of any court to which application may be made under this Act may be served in the judicial district wherein the defendant or other person required to be served resides or may be found.

(6) The several departments and agencies of the Government, when directed by the President, shall furnish the Board, upon its request, all records, papers, and information in their possession relating to any matter before the Board.

SEC. 12: Any person who shall willfully resist, prevent, impede, or interfere with any member of the Board or any of its agents or agencies in the performance of duties pursuant to this Act shall be punished by a fine of not more than \$5,000 or by imprisonment for not more than one year, or both.

LIMITATIONS

SEC. 13. Nothing in this Act shall be construed so as to interfere with or impede or diminish in any way the right to strike.

SEC. 14. Wherever the application of the provisions of section 7 (a) of the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, sec. 707 (a), as amended from time to time, or of section 77 B, paragraphs (l) and (m) of the Act approved June 7, 1934, entitled "An Act to amend an Act entitled 'An Act to establish a uniform system of bankruptcy throughout the United States' approved July 1, 1898, and Acts amendatory thereof and supplementary thereto" (48 Stat. 922, pars. (l) and (m)), as amended from time to time, or of Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), conflicts with the application of the provisions of this Act, this Act shall prevail: *Provided*, That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.

SEC. 15. If any provision of this Act, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Act, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SEC. 16. This Act may be cited as the "National Labor Relations Act."

Approved, July 5, 1935.

[PUBLIC LAW 89—78TH CONGRESS]

[CHAPTER 144—1ST SESSION]

[S. 7961]

AN ACT

Relating to the use and operation by the United States of certain plants, mines, and facilities in the prosecution of the war, and preventing strikes, lock-outs, and stoppages of production, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "War Labor Disputes Act".

DEFINITIONS

SEC. 2. As used in this Act—

(a) The term "person" means an individual, partnership, association, corporation, business trust, or any organized group of persons.

(b) The term "war contract" means—

(1) a contract with the United States entered into on behalf of the United States by an officer or employee of the Department of War, the Department of the Navy, or the United States Maritime Commission;

(2) a contract with the United States entered into by the United States pursuant to an Act entitled "An Act to promote the defense of the United States";

(3) a contract, whether or not with the United States, for the production, manufacture, construction, reconstruction, installation, maintenance, storage, repair, mining, or transportation of—

(A) any weapon, munition, aircraft, vessel, or boat;

(B) any building, structure, or facility;

(C) any machinery, tool, material, supply, article, or commodity; or

(D) any component material or part of or equipment for any article described in subparagraph (A), (B), or (C); the production, manufacture, construction, reconstruction, installation, maintenance, storage, repair, mining, or transportation of which by the contractor in question is found by the President as being contracted for in the prosecution of the war.

(c) The term "war contractor" means the person producing, manufacturing, constructing, reconstructing, installing, maintaining, stor-

ing, repairing, mining, or transporting under a war contract or a person whose plant, mine, or facility is equipped for the manufacture, production, or mining of any articles or materials which may be required in the prosecution of the war or which may be useful in connection therewith; but such term shall not include a carrier, as defined in title I of the Railway Labor Act, or a carrier by air subject to title II of such Act.

(d) The terms "employer", "employee", "representative", "labor organization", and "labor dispute" shall have the same meaning as in section 2 of the National Labor Relations Act.

POWER OF PRESIDENT TO TAKE POSSESSION OF PLANTS

SEC. 3. Section 9 of the Selective Training and Service Act of 1940 is hereby amended by adding at the end thereof the following new paragraph:

"The power of the President under the foregoing provisions of this section to take immediate possession of any plant upon a failure to comply with any such provisions, and the authority granted by this section for the use and operation by the United States or in its interests of any plant of which possession is so taken, shall also apply as hereinafter provided to any plant, mine, or facility equipped for the manufacture, production, or mining of any articles or materials which may be required for the war effort or which may be useful in connection therewith. Such power and authority may be exercised by the President through such department or agency of the Government as he may designate, and may be exercised with respect to any such plant, mine, or facility whenever the President finds, after investigation, and proclaims that there is an interruption of the operation of such plant, mine, or facility as a result of a strike or other labor disturbance, that the war effort will be unduly impeded or delayed by such interruption, and that the exercise of such power and authority is necessary to insure the operation of such plant, mine, or facility in the interest of the war effort: *Provided*, That whenever any such plant, mine, or facility has been or is hereafter so taken by reason of a strike, lock-out, threatened strike, threatened lock-out, work stoppage, or other cause, such plant, mine, or facility shall be returned to the owners thereof as soon as practicable, but in no event more than sixty days after the restoration of the productive efficiency thereof prevailing prior to the taking of possession thereof: *Provided further*, That possession of any plant, mine, or facility shall not be taken under authority of this section after the termination of hostilities in the present war, as proclaimed by the President, or after the termination of the War Labor Disputes Act; and the authority to operate any such plant, mine, or facility under

the provisions of this section shall terminate at the end of six months after the termination of such hostilities as so proclaimed."

TERMS OF EMPLOYMENT AT GOVERNMENT-OPERATED PLANTS

SEC. 4. Except as provided in section 5 hereof, in any case in which possession of any plant, mine, or facility has been or shall be hereafter taken under the authority granted by section 9 of the Selective Training and Service Act of 1940, as amended, such plant, mine, or facility, while so possessed, shall be operated under the terms and conditions of employment which were in effect at the time possession of such plant, mine, or facility was so taken.

APPLICATION TO WAR LABOR BOARD FOR CHANGE IN TERMS OF EMPLOYMENT AT GOVERNMENT-OPERATED PLANTS

SEC. 5. When possession of any plant, mine, or facility has been or shall be hereafter taken under authority of section 9 of the Selective Training and Service Act of 1940, as amended, the Government agency operating such plant, mine, or facility, or a majority of the employees of such plant, mine, or facility or their representative, may apply to the National War Labor Board for a change in wages or other terms or conditions of employment in such plant, mine, or facility. Upon receipt of any such application, and after such hearings and investigations as it deems necessary, such Board may order any changes in such wages, or other terms and conditions, which it deems to be fair and reasonable and not in conflict with any Act of Congress or any Executive order issued thereunder. Any such order of the Board shall, upon approval by the President, be complied with by the Government agency operating such plant, mine, or facility.

INTERFERENCE WITH GOVERNMENT OPERATION OF PLANTS

SEC. 6. (a) Whenever any plant, mine, or facility is in the possession of the United States, it shall be unlawful for any person (1) to coerce, instigate, induce, conspire with, or encourage any person, to interfere, by lock-out, strike, slow-down, or other interruption, with the operation of such plant, mine, or facility, or (2) to aid any such lock-out, strike, slow-down, or other interruption interfering with the operation of such plant, mine, or facility by giving direction or guidance in the conduct of such interruption, or by providing funds for the conduct or direction thereof or for the payment of strike, unemployment, or other benefits to those participating therein. No individual shall be deemed to have violated the provisions of this section by reason only of his having ceased work or having refused to continue to work or to accept employment.

(b) Any person who wilfully violates any provision of this section shall be subject to a fine of not more than \$5,000, or to imprisonment for not more than one year, or both.

FUNCTIONS AND DUTIES OF THE NATIONAL WAR LABOR BOARD

SEC. 7. (a) The National War Labor Board (hereinafter in this section called the "Board"), established by Executive Order Numbered 9017, dated January 12, 1942, in addition to all powers conferred on it by section 1 (a) of the Emergency Price Control Act of 1942, and by any Executive order or regulation issued under the provisions of the Act of October 2, 1942, entitled "An Act to amend the Emergency Price Control Act of 1942, to aid in preventing inflation, and for other purposes", and by any other statute, shall have the following powers and duties:

(1) Whenever the United States Conciliation Service (hereinafter called the "Conciliation Service") certifies that a labor dispute exists which may lead to substantial interference with the war effort, and cannot be settled by collective bargaining or conciliation, to summon both parties to such dispute before it and conduct a public hearing on the merits of the dispute. If in the opinion of the Board a labor dispute has become so serious that it may lead to substantial interference with the war effort, the Board may take such action on its own motion. At such hearing both parties shall be given full notice and opportunity to be heard, but the failure of either party to appear shall not deprive the Board of jurisdiction to proceed to a hearing and order.

(2) To decide the dispute, and provide by order the wages and hours and all other terms and conditions (customarily included in collective-bargaining agreements) governing the relations between the parties, which shall be in effect until further order of the Board. In making any such decision the Board shall conform to the provisions of the Fair Labor Standards Act of 1938, as amended; the National Labor Relations Act; the Emergency Price Control Act of 1942, as amended; and the Act of October 2, 1942, as amended, and all other applicable provisions of law; and where no other law is applicable the order of the Board shall provide for terms and conditions to govern relations between the parties which shall be fair and equitable to employer and employee under all the circumstances of the case.

(3) To require the attendance of witnesses and the production of such papers, documents, and records as may be material to its investigation of facts in any labor dispute, and to issue subpoenas requiring such attendance or production.

(4) To apply to any Federal district court for an order requiring any person within its jurisdiction to obey a subpoena issued by the Board; and jurisdiction is hereby conferred on any such court to issue such an order.

(b) The Board, by its Chairman, shall have power to issue subpoenas requiring the attendance and testimony of witnesses, and the production of any books, papers, records, or other documents, material to any inquiry or hearing before the Board or any designated member or agent thereof. Such subpoenas shall be enforceable in the same manner, and subject to the same penalties, as subpoenas issued by the President under title III of the Second War Powers Act, approved March 27, 1942.

(c) No member of the Board shall be permitted to participate in any decision in which such member has a direct interest as an officer, employee, or representative of either party to the dispute.

(d) Subsections (a) (1) and (2) shall not apply with respect to any plant, mine, or facility of which possession has been taken by the United States.

(e) The Board shall not have any powers under this section with respect to any matter within the purview of the Railway Labor Act, as amended.

NOTICE OF THREATENED INTERRUPTIONS IN WAR PRODUCTION, ETC.

SEC. 8. (a) In order that the President may be apprised of labor disputes which threaten seriously to interrupt war production, and in order that employees may have an opportunity to express themselves, free from restraint or coercion, as to whether they will permit such interruptions in wartime—

(1) The representative of the employees of a war contractor, shall give to the Secretary of Labor, the National War Labor Board, and the National Labor Relations Board, notice of any such labor dispute involving such contractor and employees, together with a statement of the issues giving rise thereto.

(2) For not less than thirty days after any notice under paragraph (1) is given, the contractor and his employees shall continue production under all the conditions which prevailed when such dispute arose, except as they may be modified by mutual agreement or by decision of the National War Labor Board.

(3) On the thirtieth day after notice under paragraph (1) is given by the representative of the employees, unless such dispute has been settled, the National Labor Relations Board shall forthwith take a secret ballot of the employees in the plant, plants, mine, mines, facility, facilities, bargaining unit, or bargaining

units, as the case may be, with respect to which the dispute is applicable on the question whether they will permit any such interruption of war production. The National Labor Relations Board shall include on the ballot a concise statement of the major issues involved in the dispute and of the efforts being made and the facilities being utilized for the settlement of such dispute. The National Labor Relations Board shall by order forthwith certify the results of such balloting, and such results shall be open to public inspection. The National Labor Relations Board may provide for preparing such ballot and distributing it to the employees at any time after such notice has been given.

(b) Subsection (a) shall not apply with respect to any plant, mine, or facility of which possession has been taken by the United States.

(c) Any person who is under a duty to perform any act required under subsection (a) and who willfully fails or refuses to perform such act shall be liable for damages resulting from such failure or refusal to any person injured thereby and to the United States if so injured. The district courts of the United States shall have jurisdiction to hear and determine any proceedings instituted pursuant to this subsection in the same manner and to the same extent as in the case of proceedings instituted under section 24 (14) of the Judicial Code.

POLITICAL CONTRIBUTIONS BY LABOR ORGANIZATIONS

SEC. 9. Section 313 of the Federal Corrupt Practices Act, 1925 (U. S. C., 1940 edition, title 2, sec. 251), is amended to read as follows:

"SEC. 313. It is unlawful for any national bank, or any corporation organized by authority of any law of Congress, to make a contribution in connection with any election to any political officer, or for any corporation whatever, or any labor organization to make a contribution in connection with any election at which Presidential and Vice Presidential electors or a Senator or Representative in, or a Delegate or Resident Commissioner to Congress are to be voted for, or for any candidate, political committee, or other person to accept or receive any contribution prohibited by this section. Every corporation or labor organization which makes any contribution in violation of this section shall be fined not more than \$5,000; and every officer or director of any corporation, or officer of any labor organization, who consents to any contribution by the corporation or labor organization, as the case may be, in violation of this section shall be fined not more than \$1,000 or imprisoned for not more than one year, or both. For the purposes of this section 'labor organization' shall have the same meaning as under the National Labor Relations Act."

TERMINATION OF ACT

SEC. 10. Except as to offenses committed prior to such date, the provisions of this Act and the amendments made by this Act shall cease to be effective at the end of six months following the termination of hostilities in the present war, as proclaimed by the President or upon the date (prior to the date of such proclamation) of the passage of a concurrent resolution of the two Houses of Congress stating that such provisions and amendments shall cease to be effective.

SEPARABILITY

SEC. 11. If any provision of this Act or of any amendment made by this Act, or the application of such provision to any person or circumstance, is held invalid, the remainder of the Act and of such amendments, and the application of such provision to other persons or circumstances, shall not be affected thereby.

EXTRACT FROM

[PUBLIC LAW 4—78TH CONGRESS]

[CHAPTER 10—1ST SESSION]

[S. 158]

AN ACT

To amend the Communications Act of 1934, as amended, to permit consolidations and mergers of domestic telegraph carriers, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Communications Act of 1934, as amended, is amended by adding at the end of Title II the following new section :

“CONSOLIDATIONS AND MERGERS OF TELEGRAPH CARRIERS

“SEC. 222. (a) As used in this section—

“(1) The term ‘consolidation or merger’ includes the legal consolidation or merger of two or more corporations, and the acquisition by a corporation through purchase, lease, or in any other manner, of the whole or any part of the property, securities, facilities, services, or business of any other corporation or corporations, or of the control thereof, in exchange for its own securities, or otherwise.

“(2) The term ‘domestic telegraph carrier’ means any common carrier by wire or radio, the major portion of whose traffic and revenues is derived from domestic telegraph operations; and such term includes a corporation owning or controlling any such common carrier.

“(3) The term ‘international telegraph carrier’ means any common carrier by wire or radio, the major portion of whose traffic and revenues is derived from international telegraph operations; and such term includes a corporation owning or controlling any such common carrier.

“(4) The term ‘consolidated or merged carrier’ means any carrier by wire or radio which acquires or operates the properties and facilities unified and integrated by consolidation or merger.

“(5) The term ‘domestic telegraph operations’ includes acceptance, transmission, reception, and delivery of record communications by

wire or radio which either originate or terminate at points within the continental United States, Alaska, Canada, Saint Pierre-Miquelon, Mexico, or Newfoundland and terminate or originate at points within the continental United States, Alaska, Canada, Saint Pierre-Miquelon, Mexico, or Newfoundland, and includes acceptance, transmission, reception, or delivery performed within the continental United States between points of origin within and points of exit from, and between points of entry into and points of destination within, the continental United States with respect to record communications by wire or radio which either originate or terminate outside the continental United States, Alaska, Canada, Saint Pierre-Miquelon, Mexico, and Newfoundland, and also includes the transmission within the continental United States of messages which both originate and terminate outside but transit through the continental United States: *Provided*, That nothing in this section shall prevent international telegraph carriers from accepting and delivering international telegraph messages in the cities which constitute gateways approved by the Commission as points of entrance into or exit from the continental United States, under regulations prescribed by the Commission, and the incidental transmission or reception of the same over its own or leased lines or circuits within the continental United States.

“(6) The term ‘international telegraph operations’ includes acceptance, transmission, reception, and delivery of record communications by wire or radio which either originate or terminate at points outside the continental United States, Alaska, Canada, Saint Pierre-Miquelon, Mexico, and Newfoundland, but does not include acceptance, transmission, reception, and delivery performed within the continental United States between points of origin within and points of exit from, and between points of entry into, and points of destination within, the continental United States with respect to such communications, or the transmission within the continental United States of messages which both originate and terminate outside but transit through the continental United States.

“(7) The terms ‘domestic telegraph properties’ and ‘domestic telegraph facilities’ mean properties and facilities, respectively, used or to be used in domestic telegraph operations.

“(8) The term ‘employee’ or ‘employees’ (i) shall include any individual who is absent from active service because of furlough, illness, or leave of absence, except that there shall be no obligation upon the consolidated or merged carrier to reemploy any employee who is absent because of furlough, except in accordance with the terms of his furlough, and (ii) shall not include any employee of any carrier which is a party to a consolidation or merger pursuant to this section to the extent that he is employed in any business

which such carrier continues to operate independently of the consolidation or merger.

“(9) The term ‘representative’ includes any individual or labor organization.

“(10) The term ‘continental United States’ means the several States and the District of Columbia. * * *

“(f) (1) Each employee of any carrier which is a party to a consolidation or merger pursuant to this section who was employed by such carrier immediately preceding the approval of such consolidation or merger, and whose period of employment began on or before March 1, 1941, shall be employed by the carrier resulting from such consolidation or merger for a period of not less than four years from the date of the approval of such consolidation or merger, and during such period no such employee shall, without his consent, have his compensation reduced or be assigned to work which is inconsistent with his past training and experience in the telegraph industry.

“(2) If any employee of any carrier which is a party to any such consolidation or merger, who was employed by such carrier immediately preceding the approval of such consolidation or merger, and whose period of employment began after March 1, 1941, is discharged as a consequence of such consolidation or merger by the carrier resulting therefrom, within four years from the date of approval of the consolidation or merger, such carrier shall pay such employee at the time he is discharged severance pay in cash equal to the amount of salary or compensation he would have received during the full four-week period immediately preceding such discharge at the rate of compensation or salary payable to him during such period, multiplied by the number of years he has been continuously employed immediately preceding such discharge by one or another of such carriers who were parties to such consolidation or merger, but in no case shall any such employee receive less severance pay than the amount of salary or compensation he would have received at such rate if he were employed during such full four-week period: *Provided, however,* That such severance pay shall not be required to be paid to any employee who is discharged after the expiration of a period, following the date of approval of the consolidation or merger, equal to the aggregate period during which such employee was in the employ, prior to such date of approval, of one or more of the carriers which are parties to the consolidation or merger.

“(3) For a period of four years after the date of approval of any such consolidation or merger, any employee of any carrier which is a party to such consolidation or merger who was such an employee on such date of approval, and who is discharged as a result of such consolidation or merger, shall have a preferential hiring and employment

status for any position for which he is qualified by training and experience over any person who has not theretofore been an employee of any such carrier.

"(4) If any employee is transferred from one community to another, as a result of any such consolidation or merger, the carrier resulting therefrom shall pay, in addition to such employee's regular compensation as an employee of such carrier, the actual traveling expenses of such employee and his family, including the cost of packing, crating, drayage, and transportation of household goods and personal effects.

"(5) In the case of any consolidation or merger pursuant to this section, the consolidated or merger carrier shall accord to every employee or former employee, or representative or beneficiary of an employee or former employee, of any carrier which is a party to such consolidation or merger, the same pension, health, disability, or death insurance benefits, as were provided for prior to the date of approval of the consolidation or merger, under any agreement or plan of any carrier which is a party to the consolidation or merger which covered the greatest number of the employees affected by the consolidation or merger; except that in any case in which, prior to the date of approval of the consolidation or merger, an individual has exercised his right of retirement, or any right to health, disability, or death insurance benefits has accrued, under any agreement or plan of any carrier which is a party to the consolidation or merger, pension, health, disability, or death insurance benefits, as the case may be, shall be accorded in conformity with the agreement or plan under which such individual exercised such right of retirement or under which such right to benefits accrued. For purposes of determining and according the rights and benefits specified in this paragraph, any period spent in the employ of the carrier of which such individual was an employee at the time of the consolidation or merger shall be considered to have been spent in the employ of the consolidated or merged carrier. The application for approval of any consolidation or merger under this section shall contain a guaranty by the proposed consolidated carrier that there will be no impairment of any of the rights or benefits specified in this paragraph.

"(6) Any employee who, since August 27, 1940, has left a position, other than a temporary position, in the employ of any carrier which is a party to any such consolidation or merger, for the purpose of entering the military or naval forces of the United States, shall be considered to have been in the employ of such carrier during the time he is a member of such forces, and, upon making an application for employment with the consolidated or merged carrier within forty days from the time he is relieved from service in any of such forces

under honorable conditions, such former employee shall be employed by the consolidated or merged carrier and entitled to the benefits to which he would have been entitled if he had been employed by one of such carriers during all of such period of service with such forces; except that this paragraph shall not require the consolidated or merged carrier, in the case of any such individual, to pay compensation, or to accord health, disability, or death insurance benefits, for the period during which he was a member of such forces. If any such former employee is disabled and because of such disability is no longer qualified to perform the duties of his former position but otherwise meets the requirements for employment, he shall be given such available employment at an appropriate rate of compensation as he is able to perform and to which his service credit shall entitle him.

“(7) No employee of any carrier which is a party to any such consolidation or merger shall, without his consent, have his compensation reduced, or (except as provided in paragraph (2) and paragraph (8) of this subsection) be discharged or furloughed during the four-year period after the date of the approval of such consolidation or merger. No such employee shall, without his consent, have his compensation reduced, or be discharged or furloughed, in contemplation of such consolidation and merger, during the six-month period immediately preceding such approval.

“(8) Nothing contained in this subsection shall be construed to prevent the discharge of any employee for insubordination, incompetency, or any other similar cause.

“(9) All employees of any carrier resulting from any such consolidation or merger, with respect to their hours of employment, shall retain the rights provided by any collective bargaining agreement in force and effect upon the date of approval of such consolidation or merger until such agreement is terminated, executed, or superseded. Notwithstanding any other provision of this Act, any agreement not prohibited by law pertaining to the protection of employees may hereafter be entered into by such consolidated or merged carrier and the duly authorized representative or representatives of its employees selected according to existing law.

“(10) For purposes of enforcement or protection of rights, privileges, and immunities granted or guaranteed under this subsection, the employees of any such consolidated or merged carrier shall be entitled to the same remedies as are provided by the National Labor Relations Act in the case of employees covered by that Act; and the National Labor Relations Board and the courts of the United States (including the courts of the District of Columbia) shall have jurisdiction and power to enforce and protect such rights, privileges, and immunities in the same manner as in the case of enforcement of the provisions of the National Labor Relations Act.

"(11) Nothing contained in this subsection shall apply to any employee of any carrier which is a party to any such consolidation or merger whose compensation is at the rate of more than \$5,000 per annum.

"(12) Notwithstanding the provisions of paragraphs (1) and (7), the protection afforded therein for the period of four years from the date of approval of the consolidation or merger shall not, in the case of any particular employee, continue for a longer period, following such date of approval, than the aggregate period during which such employee was in the employ, prior to such date of approval, of one or more of the carriers which are parties to the consolidation or merger. As used in paragraphs (1), (2), and (7), the term 'compensation' shall not include compensation attributable to overtime not guaranteed by collective bargaining agreements."





**ELEVENTH
ANNUAL REPORT
OF THE
NATIONAL LABOR
RELATIONS BOARD**

**FOR THE FISCAL YEAR
ENDED JUNE 30**

1946

**UNITED STATES GOVERNMENT PRINTING OFFICE
WASHINGTON, D. C. • 1947**

NATIONAL LABOR RELATIONS BOARD

PAUL M. HERZOG, *Chairman*

JOHN M. HOUSTON

JAMES J. REYNOLDS, JR.¹

GERHARD P. VAN ARKEL, *General Counsel*²

OSCAR S. SMITH, *Director of Field Division*

FRANK BLOOM, *Chief Trial Examiner*

LOUIS G. SILVERBERG, *Director of Information*

DONN N. BENT, *Executive Secretary*

¹ Succeeded Gerard D. Reilly, whose term expired on August 26, 1946.

² Succeeded David A. Morse, who resigned as of June 30, 1946.

LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., January 3, 1947.

SIR: As provided in Section 3 (c) of the National Labor Relations Act (49 Stat. 449), I submit herewith the Eleventh Annual Report of the National Labor Relations Board for the year ended June 30, 1946, and, under separate cover, lists containing the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board.

PAUL M. HERZOG, *Chairman.*

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



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THE NATIONAL LABOR RELATIONS BOARD IN A TRANSITIONAL ECONOMY

THE past fiscal year, which approximates the first postwar year, created special problems for the National Labor Relations Board. Not only was the volume of cases presented to the Board the greatest in its 11-year history, but their character was such that the entire organization necessarily functioned under great pressure.

The unprecedented number of cases filed with the Board was the expected aftermath of the sudden termination of hostilities. Due to its special position in the governmental structure concerned with labor relations, the Board's case load in effect mirrored what was happening during the first year after VJ-day: It was hardly surprising that the close of the war should mean the release of tensions distilled during 4 years of exhortation, unstinting effort, self-discipline, and uncertainty. It was to be expected that both labor and management, once relieved from wartime restrictions, would turn to the adjustment of accumulated grievances, real and fancied. Concurrent with the recession of Government controls on the price-wage reconversion front, the Nation experienced a geographical reshuffling of industrial workers, the shutting down of war plants, the establishment of new firms, conversion to the production of peacetime products, a rise in the cost of living, and intensified organizing drives by labor organizations. All of these elements, incidental to a transitional economy, made it essential that labor and management have access to the Board's services, to the end that the transition should be as smooth and swift as possible. Herein lay the reasons both for the unprecedented number of cases presented to the Board, and the need for the Board to expedite their handling.

The special objective of the Board during this critical period was to clear the way for labor and management to bargain collectively on the many questions confronting them. The Board has done this by continuing to perform its statutory duties of (1) remedying and eliminating unfair labor practices which impede the acceptance of sound collective bargaining practices; and (2) providing the means whereby disputes as to the choice of bargaining representatives by employees could be resolved.

Controversies resulting from these organizational questions are still among the most explosive in the industrial field. It should be noted, however, that extremely few of the strikes of the past year involved issues which fall within the jurisdiction of the Board. Strikes, considerable in number, were chiefly concerned with substantive conditions of employment, and with the subject of wages in particular. The fact is that the only kind of strikes which the Board was created to discourage, those involving recognition and the commission of unfair labor practices, have declined sharply, both absolutely and

relatively, since 1937.¹ Congress passed the Wagner Act to provide a peaceful alternative to the costly strikes which had been fought over the denial of basic rights to union recognition and collective bargaining. The statute has served the public by decreasing such strife. The fundamental rights which Congress said should be the subject of Federal protection are no longer being bought at the price of economic struggle.

During the 12 months ending June 30, 1946, a total of 12,260 new cases were filed with the Board, an all-time high. This constituted an increase of 26 percent over the number filed in the preceding fiscal year. It is significant that nearly half of these 12,260 cases were received during the last 4 months of the fiscal period (March, April, May, June 1946) so that the receipt of new cases at the year end was proceeding at a rate 50 percent greater than at the close of fiscal 1945. The concentration of new cases in the latter part of the year indicates a trend of acceleration which has continued into the current fiscal year.² There is ample basis for the conclusion that this trend will continue for some time in the future. Significant developments in production, employment, and price levels are widely predicted. Such a period of dynamic industrial and economic change, as demonstrated by past experience, has always been reflected in augmented activity for the Board.

Of the 12,260 cases received during the past fiscal year, 8,445, or 69 percent, involved representation questions, and 3,815, or 31 percent, charges of unfair labor practice. Although this proportion is not markedly divergent from last year's, which was 75 to 25 percent, it does represent a slight departure from a trend. Between 1941 and 1946 the proportion of unfair labor practice cases to representation cases declined steadily; last year's shift in the proportion constitutes a break in an otherwise uninterrupted decline.

Of more encouraging significance is the fact that the total of 8,445 representation cases received during the past fiscal year was unprecedented, and exceeded the total intake of such cases during the first 4 years of the Board's existence. The number of representation contests involving 2 or more unions continued to wane, with 80 percent of all elections during the year involving only a choice for or against a single union. In these cases, as well as in the minority involving a contest between 2 or more unions, the custom of using the Board's election machinery is well established. Thus, the overwhelming majority of disputes over the right to recognition are settled by orderly processes under the auspices of the Board rather than

¹ Organizational strikes in 1938, the first full year of relatively unhampered operation of the Act, accounted for only 44 percent of the strike idleness in that year, as compared with 76 percent in 1937. Except for 1939, the figure for 1938 has never been exceeded. In the years 1942 through 1945, for instance, the percentage has never been greater than 35 percent. In 1945, the latest year for which figures of this kind are available, such idleness accounted for only 29 percent of the total, as compared with 76 percent for 1937.

Likewise, the number of workers involved in organizational strikes has declined since 1937, when 60 percent of the workers on strike were involved in organizational disputes. In 1938 the percentage dropped to 32 percent and it has never exceeded 33 percent in the years 1940 through 1945. In 1945 only 22 percent of the strikers were involved in organizational strikes.

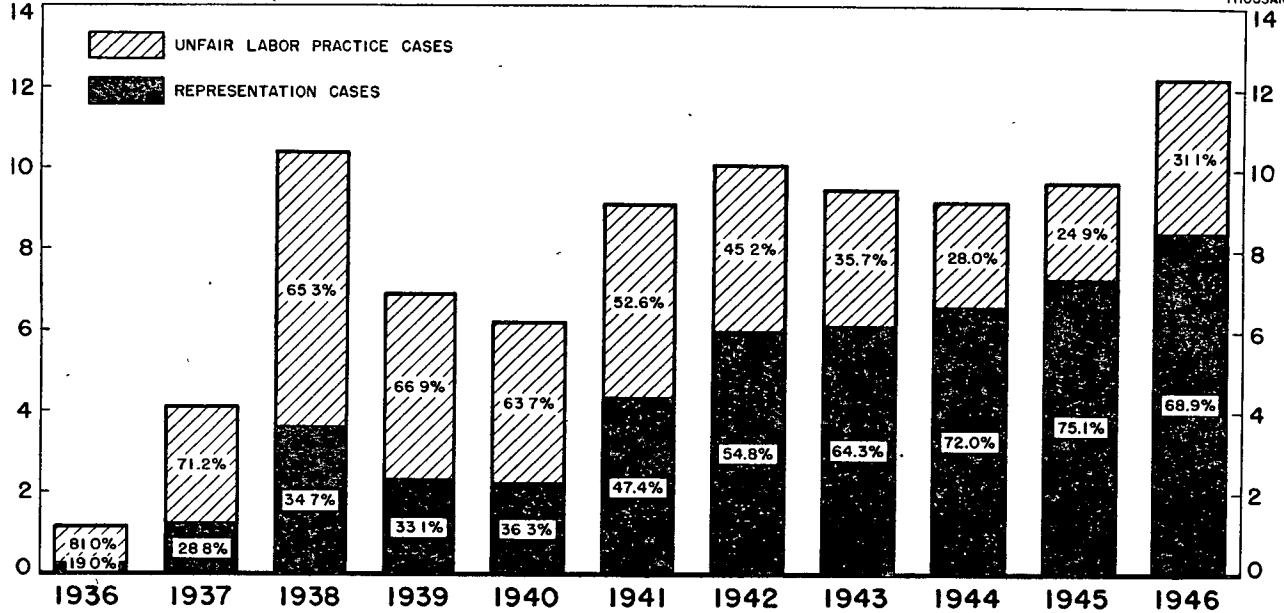
² In July and August 1946 the Board received 1,490 and 1,664 cases, respectively, marking all-time monthly highs. Only 821 and 888 cases were filed in July and August 1945, respectively.

CHART I

NUMBER AND PROPORTION OF UNFAIR LABOR PRACTICE AND REPRESENTATION CASES FILED DURING THE FISCAL YEARS 1936 THROUGH 1946

NUMBER OF CASES THOUSANDS

NUMBER OF CASES THOUSANDS



by that recourse to economic pressure which characterized the years before the Act was passed.

The number of unfair labor practice cases filed during the past year, 3,815, was greater than the total number filed in any year since 1942. The character of unfair labor practices charged against employers did not vary substantially from preceding years. As usual, the most frequent allegation of unfair labor practice involved Section 8 (3) of the Act, i. e., discharging or otherwise discriminating against employees because of their union activities. Next in frequency was the allegation of employer refusal or failure to bargain in good faith, involving Section 8 (5) of the statute. The former type of charge figured in approximately 64 percent of the cases, the latter in 32 percent. It should be noted that the charges involving Section 8 (5) have increased by 50 percent over the average for the past 3 years. Undoubtedly, a partial explanation for this upsurge lies in the demise of the National War Labor Board.

Of the 10,892 cases closed during the year, 2,911 involved charges of unfair labor practices and 7,981 involved questions concerning representation. As in past years, the great majority of the 10,892 cases processed to conclusion were closed promptly in the informal stages of administration, without the necessity of hearings, reports, decisions, or subsequent litigation. Significantly, 91 percent of the unfair labor practice cases and 74 percent of the representation cases did not require formal action; in both groups this marked an encouraging increase over the preceding year.

Approximately 72 percent of the 2,911 unfair labor practice cases closed during the year were closed by withdrawal or dismissal. As in the past years, the remedies varied in the 793 cases closed by adjustment or by compliance with Intermediate Report, Board order, or court decree. Notices were posted in 529 cases. Company-dominated unions were disestablished in 51 cases. A total of 3,184 workers were reinstated to remedy discriminatory discharges, while 384 in addition were reinstated after strikes caused by unfair labor practices. Back pay amounting to \$899,297 was paid to a total of 2,779 workers who had been subjected to discriminatory practices. Collective bargaining was affirmatively directed, as part of the remedy, in 176 cases.

A total of 5,589 elections and cross checks were conducted by the Board during the year. Of these, only 1,163 elections, or 21 percent, were conducted pursuant to Board order, all the others being based on agreement by the parties. Valid votes, constituting 83 percent of the 846,431 eligible to participate in the designation of collective bargaining representatives, were cast by 698,812 workers. Of this number, 76 percent were cast affirmatively and resulted in the selection of union representation in 80 percent of all elections and cross checks conducted.

During the fiscal year 1946, affiliates of the American Federation of Labor won majority designation in 2,004 elections, with a total of 175,332 votes; affiliates of the Congress of Industrial Organizations won 1,958 elections, with 263,641 votes; unaffiliated unions won 484 elections, with 90,874 votes. No union won a majority in 1,143 elections, a total of 168,965 votes being cast against any union representation.

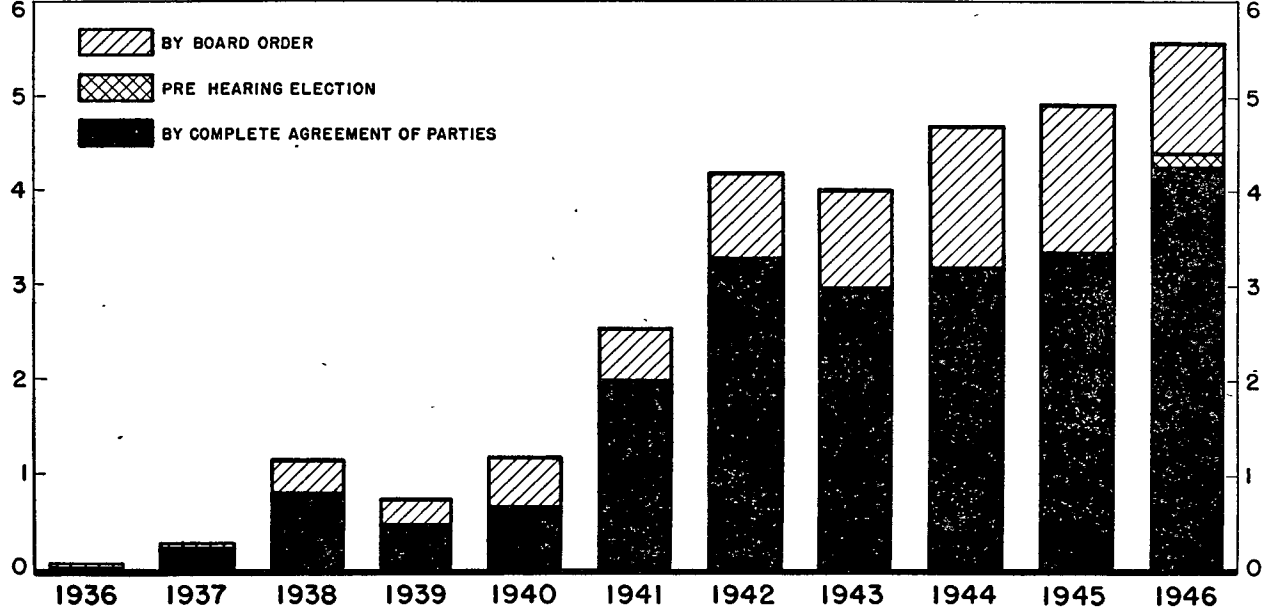
CHART 2

ELECTIONS AND CROSS CHECKS CONDUCTED

1936-1946

NUMBER OF ELECTIONS AND CROSS CHECKS THOUSANDS

NUMBER OF ELECTIONS AND CROSS CHECKS THOUSANDS



At the close of the fiscal year ending June 30, 1946, 4,605 cases were still pending before the Board, at various procedural levels. Of the 4,605 cases, 2,225 involved allegations of unfair labor practices and 2,380 were concerned with representation questions. Never before in its history did the Board enter a new fiscal year with so great a backlog. Like a court, the Board has little or no control over the number of actions brought before it; yet it is under a statutory mandate to process appropriately all cases to which its consideration is directed. In view of the dynamic nature of the field in which the Board operates, it is of prime importance to both employers and employees that such cases be considered and adjudicated as rapidly as possible, consistent with due process of law and the substantive policies of the Act. In the light of these considerations, the Board frankly is apprehensive and disturbed by the possible repercussions of such a backlog on labor relations at the plant level. Considered in this connection, a matter of grave concern to the Board is the deep cut made in its appropriations for the fiscal year beginning July 1, 1946, which necessitated the separation of over 20 percent of its personnel. It is estimated that the current rate at which new cases are being added to the already significantly large backlog, aggravated by the reduction in personnel, may mean the doubling of the amount of time normally required to process cases.

It is hoped that the Congress will see fit to grant the Board appropriate fiscal relief so that it will be able to perform its statutory duties promptly and efficiently. Pending such consideration, the Board is hopeful that labor organizations will exercise restraint and not return to the self-help of strikes which the Act was designed to discourage.

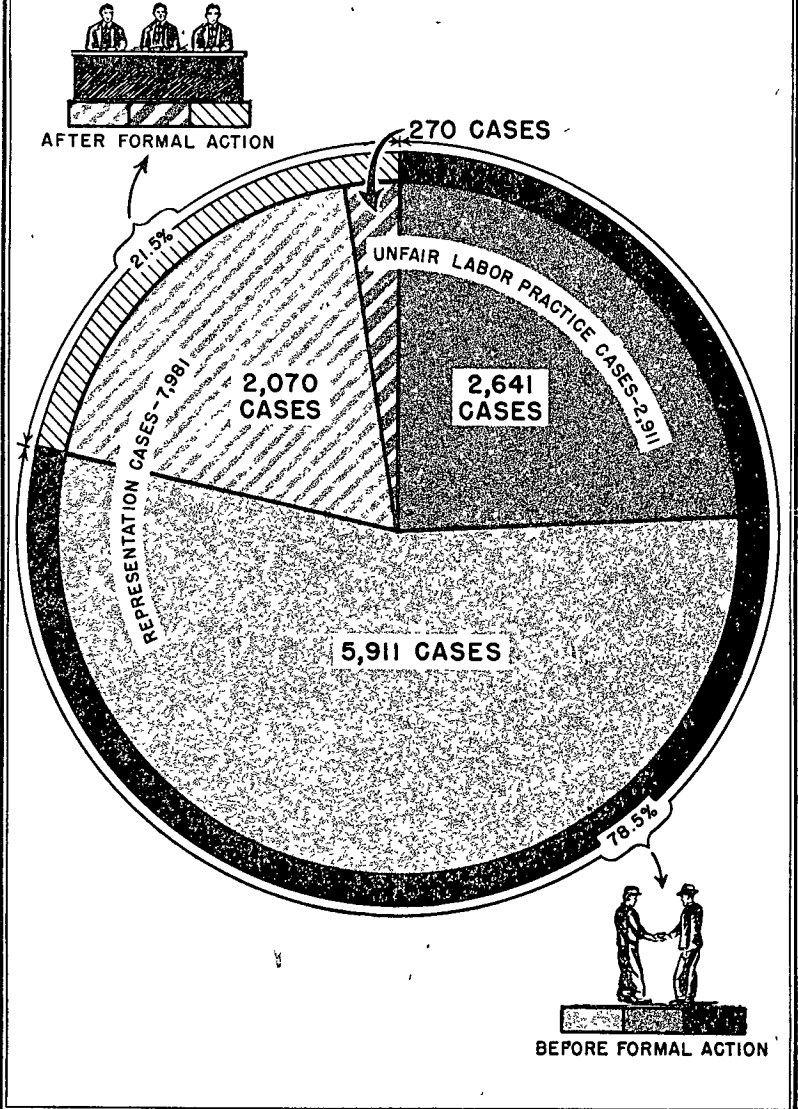
To expedite the handling of cases, the Board has endeavored to improve its organization and procedures, and to adjust them to changing conditions while preserving the basic structure and practices which have been tested by experience and approved by the courts. Thus, the Board recently established several Subregional Offices close to the source of cases which formerly were handled by distant Regional Offices. Also, last October the Board's general counsel initiated the practice of calling an annual conference of labor and management attorneys to consider basic problems confronting all concerned and to discuss the desirability of changes in the Board's Rules and Regulations. In addition to the benefits which normally flow from such joint consultation, the first of these conferences was instrumental in paving the way for a change in regulations which provided for prehearing elections.

As an outgrowth of this conference, in November 1945, the Board amended its Rules and Regulations to provide that "at any stage of the investigation, either before hearing or after hearing, but before transfer of the case to the Board, the Regional Director may in cases which present no substantial issues, conduct a secret ballot of the employees or he may decline to continue the investigation." The Board's limited experience with prehearing elections has demonstrated their efficacy in disposing promptly of certain simple cases; moreover, it has had the effect of encouraging the use of consent procedures. During the 7-month period ending June 30, 1946, 118

CHART 3

UNFAIR LABOR PRACTICE AND REPRESENTATION CASES CLOSED BEFORE AND AFTER FORMAL ACTION

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cases had been closed in which prehearing elections had been held. Of the 118 cases, 36 were closed on the basis of recognition agreements; 27 were closed by Board certification pursuant to stipulation of the parties; and 39 cases were closed by withdrawal or dismissal following petitioners' defeat in the election. Thus, 102 of the 118 cases were processed without the necessity of hearings. Of the 16 cases that went to hearing, 14 resulted in certification and 2 in dismissal.

Cumulatively, in the 11 years since 1935, approximately 90,000 cases have been brought to the Board by labor organizations; employers, and individual workers in the continental United States, Alaska, Hawaii, and Puerto Rico. Of these, 48,372 cases involved questions concerning employee representation and 41,121 cases embodied unfair labor practice charges. During the same period, the Board processed to conclusion 45,992 election cases and 38,896 unfair labor practice cases.

During the 11-year period, the Board conducted approximately 30,000 elections and cross checks, in which about 8,140,000 employees were eligible to express their collective bargaining desires. The importance of self-determination to the American worker is demonstrated by the consistently high percentage of eligible employees who have exercised the franchise. Throughout this period, 6,813,537, or 83 percent of those eligible to vote, went to the polls to express themselves for or against a bargaining representative.

A statistical analysis of the cases filed and handled, and of the elections conducted during 1946 is presented in Appendix A. A statistical summary of cases handled under the War Labor Disputes Act is carried in Appendix B. In Appendices C and D appear listings in which hearings were held and cases in which decisions were rendered during the fiscal year. The most significant developments in decisions of the year, with analysis of the trend of decisions on certain points which have come to be of particular importance, are presented in Chapters II and III. The issues of major importance in the application of the Act, as decided by the courts in 1946, are discussed in Chapter IV. A discussion of the Board's experience in administering statutes other than the National Labor Relations Act appears in Chapter V.



THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: REPRESENTATION PROCEEDINGS

THE fiscal year ending June 30, 1946, continued to emphasize the ever increasing volume and importance of representation proceedings under the Act. In such cases, if it appears to the Board that question or dispute has arisen concerning whether a union represents a majority of the employees in a specified group, the Board proceeds in accordance with Section 9 of the Act,¹ to resolve the issue by determining the appropriate unit and ascertaining what union, if any, the majority of employees in that unit desire as their bargaining representative. The initial step in a representation proceeding is the filing of a petition, either by a union or by an employer,² requesting the Board to designate the statutory representative of employees in an appropriate unit. If a union is the choice of a majority, the Board will certify it as the exclusive bargaining agent of all employees in the unit found to be appropriate.

THE QUESTION CONCERNING REPRESENTATION

The diversity and variety of the factual situations which may give rise to a question concerning representation, and the application of the Board's established principles in ascertaining the existence of such a question, have been fully discussed in prior Annual Reports.³ In accord with the declared policy of the Act, the primary purpose of the Board in determining whether a question concerning representation exists and in resolving the question where raised is to remove uncertainty as an obstacle to stable collective bargaining between the employer and his employees. A question concerning representation is generally found to exist upon the refusal of an employer to grant the request of a union for exclusive recognition as the collective bargain-

¹ Section 9 of the National Labor Relations Act provides that the representative selected for the purposes of collective bargaining by a majority of the employees in a unit appropriate for such purpose is the exclusive collective bargaining representative of all the employees in such unit. The Act requires that the Board decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining and otherwise to effectuate the policies of the Act, the unit appropriate for collective bargaining purposes is "the employer unit, craft unit, plant unit, or subdivision thereof." When a question concerning the representation of employees is raised the Board may investigate and certify the representative, if any, chosen by the majority of the employees in the appropriate unit.

Board Member Reynolds, who took office on August 27, 1946, did not participate in any decisions cited in this report.

² An employer may file a petition when two or more labor organizations have presented conflicting claims that each represents a majority of the employees in the unit or units alleged to be appropriate. See National Labor Relations Board Rules and Regulations, Series 3— as amended, Article III, Section 2 (b), now Section 203.47, National Labor Relations Board Rules and Regulations—Series 4, effective September 11, 1946.

³ See especially, Eighth Annual Report, p. 43 ff.; Ninth Annual Report, p. 23 ff.; Tenth Annual Report, p. 15 ff. Inasmuch as the more important cases decided during the early months of the fiscal year were included in the Tenth Annual Report, the discussion herein is limited largely to those decisions issued since preparation of that report which illustrate the adoption of new principles or other noteworthy developments relating to representation cases.

ing representative of his employees in an alleged appropriate unit.⁴ But the refusal of the employer to accord such recognition and the requisite filing of a petition do not result in Board determination of the appropriate unit and a direction of an election therein, unless the objectives of the Act will be served by an immediate resolution of the alleged question concerning representation. For example, the Board, as a matter of administrative policy, will not entertain a petition unless accompanied by *prima facie* proof that the union seeking certification represents a substantial number of employees, sufficient to indicate its probable selection as the bargaining agent by a majority of the employees.⁵ So, too, the Board customarily will dismiss a petition filed by the same union less than a year after it has lost an election, unless the current showing of interest submitted by the union reveals a renewal and extension of organizational activity since the prior election.⁶ However, where a year has elapsed since the prior election, or will have elapsed by the time a new election is held, the Board requires only the usual substantial showing of current representation.⁷

In the past, the Board customarily included as part of the formal record in a representation proceeding the Board agent's report on the *prima facie* showing of membership submitted by the petitioning union. Recently, the Board discontinued this practice in the interest of eliminating a procedure which has been the cause of confusion and contention. Exception to this change was taken in *Matter of O. D. Jennings & Company*, 68 N. L. R. B. 516, where the employer asserted that the failure to introduce the report of the Board agent in evidence deprived the Board of jurisdiction. The Board stated:

This change of practice does not affect our routine requirement that a labor organization seeking a Board investigation and determination of representatives

⁴ A union's failure to request recognition prior to filing its petition does not prevent the existence of a question concerning representation if, at the hearing, it is apparent that the employer withholds recognition from the union as the representative of its employees. *Matter of Gunite Foundries Corporation*, 65 N. L. R. B. 43; *Matter of American Central Manufacturing Corporation*, 65 N. L. R. B. 342; *Matter of Byron Jackson Company*, 66 N. L. R. B. 1312; *Matter of Ethyl Corporation*, 67 N. L. R. B. 1324; *Matter of Chicago Bridge and Iron Co.*, 68 N. L. R. B. 470 (failure to claim a majority interest when seeking recognition remedied by filing of petition).

⁵ Documentary evidence, such as membership or authorization cards, is usually required, showing that the petitioning union represents at least 30 percent of the employees in the appropriate unit. See Tenth Annual Report, p. 16. For application of this requirement, see *Matter of Zanes Freight Agency*, 65 N. L. R. B. 799 (showing unaffected by decrease subsequent to Field Examiner's report where attributable to rapid turn-over and increment of personnel); *Matter of Binyon O'Keefe Fireproof Storage Company*, 65 N. L. R. B. 992 (employees in armed forces excluded in evaluating showing); *Matter of United Brass and Aluminum Manufacturing Company*, 66 N. L. R. B. 579 (showing not affected by subsequent revocations in favor of rival union). For variations in the requirement under special circumstances, see *Matter of E. G. Le Tournear, Inc.*, 67 N. L. R. B. 1166 (20 percent showing held substantial in view of maintenance-of-membership contract); *Matter of Odenbach Shipbuilding Corporation*, 67 N. L. R. B. 237 (slightly over 26 6 showing sufficient where employer guilty of unfair labor practices); *Matter of Cotton Trade Warehouses, Inc.*, 68 N. L. R. B. 28 (18 percent showing substantial in face of closed-shop contract).

An intervening union which seeks a place on the ballot or otherwise opposes the petition need not evidence such a substantial showing of representation as required of the petitioner, provided it submits at least "some" showing of interest acquired prior to the hearing on the petition. See *Matter of Triangle Hosiery Company, Inc.*, 65 N. L. R. B. 69; *Matter of Lancaster Iron Works, Inc.*, 65 N. L. R. B. 105 (recently expired contract sufficient proof); *Matter of Columbus-Celina Coach Company*, 65 N. L. R. B. 886 (representation acquired subsequent to hearing but intervention unopposed); *Matter of Link-Belt Company*, 67 N. L. R. B. 113 (intervention denied where designations secured subsequent to hearing); *Matter of Crucible Steel Casting Company*, 68 N. L. R. B. 143 (sufficient current showing not evidenced by substantial number of votes polled in prior election).

⁶ *Matter of Lincoln Steel Works*, 66 N. L. R. B. 215; *Matter of Douglas Mill, Inc.*, 66 N. L. R. B. 218; *Matter of American Pad and Textile Company*, 68 N. L. R. B. 572.

⁷ *Matter of Brown Shipbuilding Company, Inc.*, 66 N. L. R. B. 978; *Matter of Joseph Bancroft and Sons Company*, 67 N. L. R. B. 678.

must exhibit a showing of substantial interest to our regional agents. Our decision to discontinue the introduction of our agents' reports thereon into evidence at the hearings implements our view that the *prima facie* showing has a purely administrative function; it eliminates a feature of our procedure which appears to have caused confusion.

We have repeatedly pointed out that such reports are administrative expedients only, adopted to enable the Board to determine for itself whether or not further proceedings are warranted, and to avoid needless dissipation of the Government's time, effort, and funds. As such, we have frequently explained, the reports are not subject to direct or collateral attack at hearings. The Board's authority to conduct an investigation under Section 9 (c) of the Act is in no manner dependent upon the petitioner's showing of *prima facie* representative interest, nor can anything contained in our agent's reports on this subject affect any rights of the parties. It is the election, not the report, which decides the substantive issue whether or not the petitioner or another labor organization, if any, actually represents a majority of the employees in a representation case.⁸

Proof of substantial interest must still be shown to the Regional Director, however, before any hearing will be directed. In the absence of such a showing, a petition is dismissed administratively, prior to hearing.

Where the union seeking certification lacks the attributes of a bona fide labor organization, the Board will not proceed with an investigation and election.⁹ Although the Board generally has adhered to the view that it lacks legislative authority to deprive a union of the rights declared by the Act¹⁰ because of conduct involving alleged violation of general legal, moral, or democratic precepts, it has held that a union will not be permitted to secure or retain its certification by the Board as the statutory representative of employees against whom it discriminates in regard to substantive conditions of employment on the basis of race, color, or creed.¹¹ However, neither exclusion from membership nor segregated membership, in and of itself, constitutes an evasion on the part of a labor organization of its statutory duty to afford equal representation to employees whom it seeks to represent.¹² In *Matter of La Follette*

⁸ See also *Matter of Nash Motors Division of Nash-Kelvinator Sales Corporation*, 68 N. L. R. B. 651; *Matter of Midland National Bank of Minneapolis*, 68 N. L. R. B. 580.

⁹ The Board will dismiss the petition of a union which is found to be the successor to a labor organization which the Board previously ordered disestablished, and will likewise deny such an organization a place on the ballot. See Ninth Annual Report, pp. 30 and 31, and *Matter of Baltimore Transit Company, et al.*, 59 N. L. R. B. 159, discussed therein. See also footnote 55 *infra*.

The Board likewise will not entertain the petition of an organization which does not purport to represent employees in matters customarily the subject of collective bargaining, and seeks only, negatively, to defeat representation by a legitimate rival union. See Ninth Annual Report, p. 31.

¹⁰ Other than incident to the enforcement of Sec. 8 (2) of the Act, which provides that it is an unfair labor practice for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it." See footnote 7, *supra*.

¹¹ See Tenth Annual Report, pp. 17 and 18 and *Matter of Larus & Brother Company, Inc.*, 62 N. L. R. B. 1075; and *Matter of Atlanta Oak Flooring Company*, 62 N. L. R. B. 973, discussed therein.

¹² The Board will not dismiss a petition merely because it appears that the petitioning union does not offer membership to all employees in the unit it seeks to represent, in the absence of proof that it will not accord full and adequate representation if certified. *Matter of Platzer Boat Works*, 59 N. L. R. B. 292; *Matter of E. I. du Pont de Nemours & Company Inc.*, 66 N. L. R. B. 631; *Matter of Virginia Ferry Corporation*, 67 N. L. R. B. 698.

In decisions involving the possibility of racial discrimination, the Board customarily inserts the *caveat* that it will consider rescinding any certification which might be issued if it is later shown, upon appropriate motion, that equal representation has been denied to any of the employees covered by such certification because of his "race, color, creed, or national origin." *Matter of General Motors Corporation (Chevrolet Shell Division)*, 62 N. L. R. B. 427; *Matter of Potter & Rayfield, Inc.*, 68 N. L. R. B. 576.

Shirt Company, 65 N. L. R. B. 952, the Board, rejecting the contention that a union which allegedly had engaged in breaches of the peace and acts of violence is not entitled to certification, nevertheless provided that in view of the "disturbances" which had occurred in the town wherein the employer's plant was located, no election would be held until the Regional Director advised the Board that "all violence has ceased and that a free and fair choice is possible."¹³

As stated in prior Annual Reports, the Board was long reluctant to proceed with the resolution of a jurisdictional dispute involving two or more unions affiliated with the same parent organization. It customarily dismisses such petitions, unless a union not involved in the dispute was a party to the case, or it appears that there is little or no probability of settlement of the controversy by the parent body and resolution of the existing conflict is therefore apparently impossible without resort to the processes of the Act.¹⁴ However, the Board recently has been more inclined to proceed to a determination of representatives in cases involving jurisdictional disputes, without comment and without reference to whether such cases fell within established exceptions to the Board's customary practice in this respect.¹⁵

Transition from war to peacetime economy has confronted the Board with increasingly difficult problems concerning the determination of bargaining representatives during the reconversion period. In the resolution of such problems, the Board has sought to reconcile the interest of employees in maintaining a stabilized bargaining relationship with their sometimes conflicting interest in the guaranteed freedom of choice in the selection of a bargaining agent. The latter might be impaired, for example, by imposing a bargaining agent selected by wartime workers upon more permanent employees engaged in peacetime operations. An established rule most frequently applied during the reconversion period has been that an election would not be delayed merely because of a contemplated reduction in force, however drastic, unless it appeared that there was also a prospect of material changes affecting the character of the bargaining unit or unless new or materially different operations or processes, requiring personnel with different skills than theretofore utilized, were to be adopted.¹⁶ The Board likewise has proceeded to an immediate election in a reconversion situation where less than 50 percent of the prospective peacetime personnel was employed and the employees already engaged were representative of the ultimate group to be employed in the unit.¹⁷ In

¹³ In a few cases in which the Board has found union misconduct to have precluded the employees from exercising a free choice, it has set aside the election results, see footnote 72, *infra*.

¹⁴ See Seventh Annual Report, p. 54; Eighth Annual Report, p. 44; Ninth Annual Report, p. 24.

¹⁵ *Matter of The William Koehl Company*, 65 N. L. R. B. 190. *Matter of Ash Grove Lime & Portland Cement Company*, 69 N. L. R. B. 2151.

¹⁶ See Tenth Annual Report, p. 17. *Matter of Food Machinery Corporation*, 64 N. L. R. B. 1405; *Matter of Interstate Machinery Company, Inc.*, 66 N. L. R. B. 1336; *Matter of Brown Shipbuilding Company, Inc.*, 66 N. L. R. B. 978.

As to the effect of reconversion factors upon the Board's contract-bar and 1-year certification rules, see cases cited in footnote 51, *infra*. See also *Matter of Pressed Steel Car Company, Inc., Domestic Appliance Division*, footnote 92, *infra*, for the effect of reconversion on the appropriate unit. See *Matter of Electric Spraynt Company*, 67 N. L. R. B. 780.

¹⁷ *Matter of Goodyear Tire & Rubber Company of Kansas, Inc.*, 65 N. L. R. B. 532; *Matter of Tuttle Silver Company*, 66 N. L. R. B. 238; *Matter of Geneva Steel Company*, 67 N. L. R. B. 1276; *Matter of Adler Metal Products Corp.*, 67 N. L. R. B. 328; *Matter of Geo. Evans Bedding Company*, 68 N. L. R. B. 164.

such cases, however, the Board provides that it will entertain a new petition in less than 1 year after certification, but not less than 6 months, upon a showing that the bargaining unit has more than doubled and that the petitioning union represents a substantial number in the expanded unit.¹⁸ Conversely, where less than 50 percent of an employer's contemplated peacetime working force is employed and such employees are not representative of the ultimate composition of the unit, no election has been directed.¹⁹

CONTRACTS AND PRIOR DETERMINATIONS AS BARS TO A DETERMINATION OF REPRESENTATIVES

The Board is frequently confronted, in deciding whether to proceed to an immediate determination of representatives upon the filing of a petition, with problems presented by the existence of (1) a contract between an employer and a union other than the petitioner or (2) the prior certification by the Board of another union as the bargaining representative of the employees concerned. In deciding whether to dismiss the petition or direct an election, the Board must consider both (a) the statutory right of employees to full freedom in the selection of a collective bargaining representative, and (b) the interest of employees and the public in maintaining the industrial stability established through previous collective bargaining or resulting from leaving undisturbed the status of a certified union. In weighing these often conflicting factors, the Board endeavors to establish principles that will best effectuate the declared policy of the Act to encourage the process of collective bargaining through representatives of the employees' choosing.

The Board early adopted and has continued to enforce the general rule, discussed in prior Annual Reports,²⁰ that it will not proceed to an election in the presence of a valid collective bargaining contract, either newly executed or renewed by virtue of an automatic renewal clause contained therein until the expiration of the contract term approaches,²¹ provided such contract is written and signed by the parties, remains effective for a definite but reasonable term, and contains substantive provisions regarding terms and conditions of employment. But an agreement does not preclude an election if it is oral,²² or the result of unfair labor practices,²³ or if it does not provide for exclusive recogni-

¹⁸ This provision is the same as that first applied by the Board in cases of rapidly expanding employment occasioned by conversion to a wartime economy. *Matter of Aluminum Company of America*, 52 N. L. R. B. 1040, discussed in Eighth Annual Report, p. 45, and Ninth Annual Report, p. 24.

¹⁹ *Matter of Harnuschfeger Corporation*, 66 N. L. R. B. 252.

Where more than 50 percent of the peacetime employee complement has been employed, the Board proceeds upon the assumption, unless it is clearly shown to the contrary, that such employees constitute a representative group, and orders an immediate election without the qualifying provision referred to in footnote 18, *supra*. See *Matter of The Lennox Furnace Company*, 65 N. L. R. B. 431; *Matter of Tyler Fixture Corporation*, 67 N. L. R. B. 945; *Matter of Hoosier-Cardinal Corporation*, 68 N. L. R. B. 743.

²⁰ See Sixth Annual Report, p. 55 ff.; Seventh Annual Report, p. 54 ff.; Eighth Annual Report, p. 45 ff.; Ninth Annual Report, p. 25 ff.; Tenth Annual Report, p. 18 ff.

²¹ *Matter of Clark Bros. Co., Inc.*, 66 N. L. R. B. 849.

²² *Matter of Gardner-Denver Company*, 65 N. L. R. B. 1224; *Matter of Corona Corporation*, 66 N. L. R. B. 583; *Matter of American Radiator and Standard Sanitary Corp.*, 67 N. L. R. B. 1135.

²³ *Matter of Neptune Meter Company*, 67 N. L. R. B. 949; *Matter of Wilson & Co.*, 64 N. L. R. B. 1124.

tion,²⁴ or fails to fix substantive terms and conditions of employment,²⁵ or covers an inappropriate unit,²⁶ or is for an indefinite or unduly long term.²⁷

The Board will normally not permit a contract having an unduly long term to bar an election after it has been in effect for 1 year, because of the statutory policy of affording employees full freedom to select and change their bargaining representatives at reasonable intervals. A corollary principle has evolved that a contract which is executed in renewal or extension of an earlier agreement before the latter has expired, and thus might foreclose an opportunity for the employees to select new representatives at the end of the earlier agreement, will not warrant the dismissal of a petition filed before the expiration date of the earlier contract.²⁸ Nor will a contract bar an immediate determination of representatives where the contracting union is defunct or its identity or continued existence is in doubt.²⁹

A contract which contains no provision for modification during its term is effectively removed as a bar to an immediate election, if subsequent to the effective date of the contract and prior to or during

²⁴ *Matter of Tennessee Coal, Iron & Railroad Company*, 65 N. L. R. B. 1416, *Matter of Kittinger Company, Inc.*, 65 N. L. R. B. 1215 (covering members only); *Matter of Ewing-Thomas Corporation*, 65 N. L. R. B. 1270 (where an employees' committee negotiated an agreement but did not become a party thereto, and the agreement was signed only by individual employees).

²⁵ *Matter of La Follette Shirt Company*, 65 N. L. R. B. 952 (providing merely for a closed shop); cf. *Matter of Armour & Company*, 66 N. L. R. B. 209, *Matter of Wilmington Terminal Warehouse Company et al.*, 68 N. L. R. B. 299 (contract held to constitute a bar where it settled a substantial number of questions relating to collective bargaining and the only remaining issue, regarding wage scale and job classifications of certain employees, was referred to arbitration).

²⁶ *Matter of North American Creameries, Inc.*, 57 N. L. R. B. 795.

Where a contract is executed prior to the commencement of operations and the employment of personnel, it will not be permitted to bar a present election. *Matter of Proximity Manufacturing Company*, 66 N. L. R. B. 1190, cf. *Matter of American Radiator and Standard Sanitary Corp.*, 67 N. L. R. B. 1135.

²⁷ The Board customarily recognizes a contract term of 1 year as reasonable; contracts of longer duration are sometimes deemed reasonable, however, if consistent with custom in the particular industry involved. See Tenth Annual Report pp. 19-20, and *Matter of Uxbridge Worsted Company, Inc. Andrews Mill*, 60 N. L. R. B. 1395 (2-year contract); and *Matter of United States Finishing Company*, 63 N. L. R. B. 575 (3-year contract), discussed therein; see also *Matter of Omar, Incorporated*, 69 N. L. R. B. 1126, where the Board found that a 3-year contract was of reasonable duration, because such contracts were customary in the particular city-wide area throughout which the employer operated, and the industry involved was of a highly localized character.

A contract of indefinite duration ceases to be a bar after it has been in effect for the period of a year or longer. *Matter of Hytron Radio & Electronics Corp.*, 66 N. L. R. B. 267, *Matter of Fairbanks, Morse & Co.*, 66 N. L. R. B. 673; *Matter of Peerless Pump Division, Food Machinery Corporation*, 67 N. L. R. B. 1049 (for period of national emergency). *Matter of Cotton Trade Warehouses, Inc.*, 68 N. L. R. B. 28. A contract terminable at the option of either party is also no bar to an immediate election, but unlike a contract of indefinite duration, it need not have been in effect for a year before its efficacy as a bar is destroyed. *Matter of Tennessee Coal, Iron & Railroad Company*, 65 N. L. R. B. 1416.

²⁸ *Matter of Swift & Company*, 68 N. L. R. B. 440. See also Eighth Annual Report, p. 49, and *Matter of Memphis Furniture Mfg. Co.*, 51 N. L. R. B. 1447, discussed therein; Ninth Annual Report, p. 27; Tenth Annual Report, p. 20.

For an exception to the so-called "premature renewal" doctrine in cases where the premature renewal occurs within a year after the contracting union's certification and prior to the petition of a rival union, see *Matter of Swift & Company*, 66 N. L. R. B. 845, and subsequent cases, discussed *infra*, in connection with the 1-year certification rule.

²⁹ *Matter of Kittinger Company, Inc.*, 65 N. L. R. B. 1215; *Matter of Weil Bros. Textiles, Inc.*, 65 N. L. R. B. 1431; *Matter of Industrial Paper Stock Company*, 66 N. L. R. B. 1185; *Matter of Archer-Daniels-Midland Co.*, 66 N. L. R. B. 246; *Matter of Revere Copper & Brass, Incorporated*, 67 N. L. R. B. 1114; *Matter of Hocking Valley Manufacturing Company*, 68 N. L. R. B. 315; *Matter of News Syndicate Co., Inc.*, 67 N. L. R. B. 1178 (reaffirming the Board's policy of refusing to direct a union replacing defunct organization to assume latter's contract for unexpired term). See also Tenth Annual Report, p. 19, and *Matter of Container Corporation of America*, 61 N. L. R. B. 823, discussed therein.

Regarding the effect of a recent certification of a union which has since become defunct or concerning whose identity there is an unresolved doubt, see *Matter of Carson Pirie Scott & Company*, 69 N. L. R. B. 935, footnote 51, *infra*.

the pendency of a petition, the contracting parties execute a collateral agreement or enter into negotiations involving substantial changes in the contract.³⁰ Similarly, although a contract contains specific provision for modification during its term, it will not preclude a new determination of a bargaining representative if the parties enter into negotiations for changes which go beyond the scope of the modification provision.³¹

As fundamental as the contract-bar rule itself is the familiar principle that a contract, however valid, will not be permitted to preclude an immediate determination of representatives where the petitioning union has notified the employer of its claim to recognition as the majority representative or filed its petition with the Board before the effective date of the contract, if newly executed, or before the renewal (or "Mill B") date in the case of an existing agreement which contains a provision for automatic renewal.³² Until recently, the Board made no distinction between the case where an employer was informally apprised of a union's claim to recognition and one involving the formal filing of a petition with the Board. In either event, the contract was not found to operate as a bar.³³ However, in the recent case of *Matter of General Electric X-Ray Corporation*, 67 N. L. R. B. 997, the Board decided that it was no longer desirable to accord the mere assertion of majority representation the same dignity as that accorded a petition, and promulgated the rule that where a petition is filed more than 10 days after the assertion of a bare claim of representation, and no extenuating circumstances appear, an agreement, otherwise valid, which is executed thereafter will bar an immediate determination of representatives.³⁴ The Board explained the basis for this change in the following language:

By filing a formal representation petition with a Regional Office of the Board a claimant submits its claim to the Board's administrative process, including a prompt investigation of the substantiality of the petitioner's *prima facie* showing of interest. The issuance of a notice of hearing constitutes a preliminary but official recognition that the claim has color. Conversely, where substance is found wanting, the Regional Director refuses to proceed. By subjecting the

³⁰ *Matter of United States Vanadium Corporation, Pine Creek Unit*, 68 N. L. R. B. 389 (collateral agreement effecting changes in approximately one-fourth of the job classifications and wage rates set forth in the principal contract).

³¹ *Matter of Olin Industries, Inc. (Western Cartridge Company Division)*, 67 N. L. R. B. 1043 (where the contract provided merely for changes "in the event that new or unforeseen circumstances arise or * * * disagreement with respect to the meaning of any of the provisions of the agreement * * *" and the parties entered into negotiations involving a general wage increase and a reduction of the workweek). See also *Matter of Atlas Felt Products Company*, 68 N. L. R. B. 1; cf. *Matter of Omar Incorporated*, 69 N. L. R. B. 1126 (changes within contemplation of modification clause).

³² Where the employer and a contracting union evince an intention to amend or negotiate a new contract prior to the automatic renewal date, or enter into negotiations for substantial modifications subsequent to the renewal date, a rival union is relieved of the duty to prevent its claim to representation prior to the automatic renewal date. *Matter of The William Koehl Company* 65 N. L. R. B. 190; *Matter of Wisconsin Telephone Company*, 65 N. L. R. B. 368 (notice by contracting party to amend or negotiate new contract); *Matter of Miami Daily News, Inc.*, 66 N. L. R. B. 663 (negotiations for substantial modifications subsequent to automatic renewal date).

³³ *Matter of Binon Chocolates, Inc., et al.*, 65 N. L. R. B. 591 (claim made prior to execution of contract); *Matter of National Carbide Corporation*, 67 N. L. R. B. 757 (petition filed after execution but prior to effective date of contract); *Matter of Gulf Oil Corporation*, 67 N. L. R. B. 865 (claim made prior to automatic renewal date); *Matter of Michigan Producers' Dairy Company*, 68 N. L. R. B. 6 (petition filed prior to automatic renewal date).

³⁴ Cf. *Matter of Olin Industries, Inc. (Western Cartridge Company Division)*, 67 N. L. R. B. 1043. The rule, of course, has no application in situations where the petition, though filed more than 10 days after the informal claim, is nevertheless filed prior to the actual execution of a contract. *Matter of Fifth Ave. Shoe Corporation*, 69 N. L. R. B. 400.

petition to this preliminary scrutiny, and risk of rejection, the Board's processes serve to discourage baseless claims. The Board may reasonably require restraint on the part of an employer and a labor organization, engaged in negotiations, during the relatively short period necessary to conclude these preliminary investigations, and hold that they act at their peril in consummating an agreement with knowledge of the pendency of the proceeding before the Board.

But the presentation of a mere naked claim of representation, such as was here advanced, places no onus on the claimant to substantiate its claim and thus gives rise to no inference of substantial interest. To permit such a claim to defeat, without limitation as to time, a subsequent but otherwise valid collective agreement appears to us to place too great burden and impairment upon the bargaining process. The now great and growing familiarity on the part of labor organizations and their advisers with the Board's policies and practices enables abuse, inviting claimants without representation strength to play the role of dog-in-the-manger and indefinitely to frustrate collective bargaining.

Shortly thereafter, in *Matter of Henry & Allen, Inc.*, 68 N. L. R. B. 724, the Board extended the rule of the *General Electric X-Ray* case to a situation involving the automatic renewal, rather than execution, of an agreement in the interim between the assertion of the rival claim and the filing of the petition.³⁵

In *Matter of Briggs-Indiana Corporation*, 63 N. L. R. B. 1270, discussed in the last Annual Report,³⁶ a majority of the Board enunciated the doctrine that where a union seeks certification as the bargaining representative of certain employees³⁷ whom it has expressly agreed under written contract not to organize or seek to represent, the policies of the Act are best effectuated by refusing to permit the petitioner to invoke, for a reasonable time, the statutory election processes of the Board to avoid its contractual obligation.³⁸ The applicability of the foregoing doctrine was brought in issue in *Matter of Jones & Laughlin Steel Corporation, Vesta-Shannopin Coal Division*, 66 N. L. R. B. 386, decided in March 1946. In that case, the employer contended that an exemption clause excluding supervisory employees from the definition "mine worker" contained in a current contract between the employer and a union representing the rank and file employees,³⁹ and management clauses in the same contract,⁴⁰ precluded the petitioning union, an affiliate of the union signatory to the contract, from seeking to represent the employer's supervisory employees,

³⁵ Pointing out that the principal consideration underlying the decision in the *General Electric X-Ray* case, i. e., the desire to free lawful bargaining relations from the restraint and harassment occasioned by dilatory rival claims of representation, was equally applicable to automatically renewable contracts, the Board stated, "although automatic renewal of an existing agreement leaves the parties in somewhat different posture, since no delay is imposed upon negotiations, the administration of the agreement which the parties permissibly have allowed to renew itself is thrown in doubt and clouded by uncertainty during the pendency of the rival claim; thus the underlying consideration applies with equal force. Continuation of our earlier practice of allowing a claimant indefinitely to postpone perfection of its timely but informal claim would encourage organizational activity at the beginning of the renewed contract term when the contracting parties are entitled to quiet enjoyment of their stabilized relationship, rather than in the period preceding the automatic renewal date when the employees are free to change representatives."

³⁶ Tenth Annual Report, pp. 20 and 21.

³⁷ In that case, plant-protection employees.

³⁸ Board Member Houston, in his dissenting opinion, declared that any agreement between a union and an employer which might be construed to limit the right of employees to select a collective bargaining representative was in patent derogation of the Act, and therefore invalid.

³⁹ The exemption clause provided: "The term 'mine worker' as used in this agreement shall not include mine foremen, assistant mine foremen, fire bosses, or bosses in charge of any classes of labor inside or outside of the mine, or coal inspectors or weigh bosses, watchmen, clerks, or members of the executive, supervisory, sales, and technical forces of the operators."

⁴⁰ The management clauses stated: "The management of the mine, the direction of the working force, and the right to hire and discharge are vested exclusively in the operator, and the United Mine Workers of America shall not abridge these rights . . . the mine workers intend no intrusion upon the rights of management as heretofore practiced and understood."

citing in support of its position the principle adopted in the *Briggs-Indiana* case. The Board majority found the employer's contention to be without merit. (Board Member Houston adhered to the views expressed by him in the *Briggs-Indiana* case.⁴¹) The principal opinion which, insofar as it involved the applicability of the Briggs-Indiana doctrine, was written by Chairman Herzog, construed the exemption clause relied on by this employer as meaning merely that the exempted classifications of employees were outside the scope of that particular agreement, and held that neither the exemption nor the management clauses constituted an undertaking on the part of the contracting union not to enroll the exempted employees in its ranks or thereafter to seek to represent them.⁴² The employer further contended, however, that its construction of the exemption and management clauses in the contract as constituting a definite commitment was amply supported by oral evidence of events leading up to the execution of the contract. The principal opinion, in rejecting this further contention, emphasized the narrow application of the rule sought to be applied and, as foreshadowed in the principal opinion in the *Briggs-Indiana* case, declared that the rule "constitutes a limitation upon the normal right of employees to invoke the Board's machinery for the selection of a bargaining representative," that, as such, it was to be "strictly construed," and that the Board was therefore "unwilling to embark upon the uncertain course of depending upon oral interpretation."⁴³

The Board has issued a number of recent decisions reaffirming and implementing the familiar doctrine that a newly certified union is entitled, in the absence of unusual circumstances, to an undisturbed period of 1 year in which to bargain collectively in behalf of the employees it represents.⁴⁴ In *Matter of Kimberly Clark Corporation*,

⁴¹ See footnote 38, *supra*.

⁴² The principal opinion pointed out that the Board consistently had held, both before and after the *Briggs-Indiana* case, that in the absence of an express undertaking, the mere agreement to exclude specified employees from the coverage of a collective bargaining contract raises no inference that the contracting union has committed itself not to seek to represent such employees. See *Matter of Consolidation Coal Company*, 63 N. L. R. B. 169; *Matter of Industrial Collieries Corporation*, 65 N. L. R. B. 683; *Matter of Chrysler Motors of California*, 65 N. L. R. B. 893; *Matter of Florence Stove Company, Inc.*, 67 N. L. R. B. 146.

⁴³ For other cases decided since the *Jones & Laughlin* case, involving the applicability of the Briggs-Indiana rule see *Matter of Allis-Chalmers Manufacturing Company, La Porte Works*, 67 N. L. R. B. 1208, wherein the Board held that a commitment not to represent watchmen, and certain other employees designated in the contract as constituting part of a so-called management group, could not bar a subsequent petition covering watchmen, inasmuch as the contract also provided that "nothing contained in this article shall prevent the union from obtaining judicial determination as to the legal correctness of the exclusion" of the specified employees from the coverage of the agreement; *Matter of Briggs-Indiana Corporation*, 68 N. L. R. B. 587, wherein the Board found that the petitioner's undertaking not to represent plant-protection employees contained in a contract covering employees in one plant of the employer could not reasonably be interpreted to constitute a commitment not to represent plant-protection employees at other plants of the employer or its subsidiary companies.

⁴⁴ See Fifth Annual Report, p. 55; Seventh Annual Report, p. 56; Eighth Annual Report, p. 46; Ninth Annual Report, pp. 25 and 27.

The Board's policy regarding the efficacy of a certification issued by the Regional Director pursuant to a consent cross check of the petitioner's membership cards against the employer's pay roll, as compared with that accorded a certification issued following a Board-conducted election, was recently clarified in *Matter of Joe Hearin Lumber*, 68 N. L. R. B. 150. In that case, the Board stated that prior to a recent change in its rules governing cross checks, it had adhered to the opinion that a cross check did not reflect the true desires of the employees as conclusively as did a Board-conducted election and consequently that the continued majority status of a union certified by the Regional Director following a cross check under its former procedure was properly subject to question by the employer, even though the certification had been effective for less than 1 year. Under its present rules, however, the Board explained, if a union is shown to represent a majority on the basis of a cross check, a notice to that effect is posted on the employer's premises for 5 days, during which time interested parties may challenge the results of the cross check. The Board concluded that a cross check conducted under such safeguards is entitled to the same probative value as a Board-conducted election. See footnote 53, *infra*.

61 N. L. R. B. 90, discussed in the last Annual Report,⁴⁵ the Board had strengthened this doctrine by holding that a contract between an employer and a certified union entered into before the latter's certification and automatically renewed 7 months after the certification, precluded a determination of representatives, notwithstanding the fact that the petitioning union presented its claim to representation before the automatic renewal date of the contract, a circumstance which normally would have removed the contract as a bar to an immediate election.⁴⁶ Continuing this decisional trend toward the reinforcement of its 1-year certification rule, the Board, in *Matter of Swift & Company*, 66 N. L. R. B. 845, dismissed the petition of a union which had presented its representation claim in timely fashion with reference to the automatic renewal date of an unexpired contract entered into between the employer and a newly certified union before certification, but after the premature extension of such contract by the parties approximately 7 months after certification. In holding that the "premature-extension" doctrine⁴⁷ was inapplicable where the contract urged as a bar was extended, however prematurely, during the certification year, the Board explained that "to hold otherwise would be to compel a union to adhere to an agreement made before its certification and prevent it from executing a new one in pursuance of such designation, as is its right."⁴⁸ A factual situation identical to what in the *Swift* case was later presented in *Matter of Omaha Packing Company*, 67 N. L. R. B. 304, except that in that case the contract raised as a bar was prematurely executed 9 months, instead of 7 months, after certification of the contracting union. The Board pointed out that the "minor variance" in the time elapsing between the certification and the renewal of the contract was "insignificant," and that the doctrine enunciated in the *Swift* case was "applicable to a new agreement made in bona fide pursuance of a designation at any time within the 1-year period following the designation."

In the *Swift* and *Omaha* cases the contract extensions urged as a bar were effected before the filing of the petition and but 7 and 9 months, respectively, after the certification. That it makes no difference, however, whether the contract was executed before or after the filing of a petition or the presentation of a rival claim, or at whatever time during the certification year the execution of the new contract occurs, was finally established in *Matter of Con P. Curran Printing Company*, 67 N. L. R. B. 1419. In that case, the employer and the certified union had entered into an initial contract 10 months after issuance of the Board's certification and after the filing of the petition. Referring to its decision in the *Omaha* case, the Board dismissed the petition with the conclusion that it would be "entirely inconsistent for the Board to require an employer to negotiate with the certified union concerning an agreement,⁴⁹ while withholding power from the parties to make a resulting agreement effective as against any rival

⁴⁵ Tenth Annual Report, pp. 21 and 22.

⁴⁶ See footnote 33, *supra*.

⁴⁷ See footnote 28, *supra*.

⁴⁸ Application of the same principle was made in *Matter of Swift & Company*, 66 N. L. R. B. 1288, a companion case issued at approximately the same time.

⁴⁹ See *Matter of Grider Machine Tool & Die Co.*, 49 N. L. R. B. 1325, enf'd 142 F. (2d) 163 (C. C. A. 6); *Matter of Century Oxford Manufacturing Corporation*, 47 N. L. R. B. 835, enf'd 140 F. (2d) 541 (C. C. A. 2); *Matter of Appalachian Electric Power Company*, 47 N. L. R. B. 821, enf'd 140 F. (2d) 217 (C. C. A. 4); *Matter of Botany Worsted Mills*, 41 N. L. R. B. 218, enf'd 133 F. (2d) 876 (C. C. A. 3).

claim asserted during the certification year."⁵⁰ Thus, in effect, the Board has so broadened its 1-year certification rule as to permit the initiation or improvement of contractual relations between the employer and a newly certified bargaining representative at any time within the 1-year period following certification, without regard to previous bargaining history and with full immunity against rival representation claims, however timely under other well-established Board principles.⁵¹

Both before and after the National War Labor Board went out of existence in December 1945, the Board continued to apply the principle that where delay occasioned by proceedings before that governmental agency was responsible for the failure of a newly certified representative to secure a contract, such representative will be accorded immunity beyond the customary year following certification, as against petitions filed by rival organizations seeking to supplant it as the bargaining agent.⁵² It is apparent, however, that with the demise of the War Labor Board, the number of cases involving the application of this doctrine will progressively decline, and that they will in all probability cease to arise in the near future.

RESOLUTION OF A QUESTION CONCERNING REPRESENTATION

The Board customarily resolves a question concerning representation by means of an election by secret ballot,⁵³ conducted as promptly as

⁵⁰ Insofar as it was inconsistent with the above holding, the Board expressly overruled its decision in *Matter of J. M. Portola & Company, Inc.*, 61 N. L. R. B. 64, wherein the Board held that a contract entered into in the twelfth month of the certification year did not preclude a determination of representatives upon a petition filed prior thereto.

For a subsequent case reaffirming the doctrine of the *Con P. Curran* case, see *Matter of Virginia Bridge Company*, 68 N. L. R. B. 295.

⁵¹ Although such instances are exceedingly rare, the certification of a bargaining representative will not always bar an election before the expiration of the customary 1-year period. For example, in *Matter of Carson Pirie Scott & Company*, 69 N. L. R. B. 935, a majority of the Board, applying a well-established contract-bar principle (see footnote 29, *supra*) held that although in effect for less than a year, a certification, like a contract, cannot operate to bar an election where there exists an unresolved doubt as to the identity of the labor organization which the employees had previously chosen to represent them. Board Member Houston, dissenting, asserted that the majority decision went beyond all prior decisions in which the Board's "certifying function was frustrated." See also *Matter of Electric Spraying Company*, 67 N. L. R. B. 780, wherein a majority of the Board held that reduction in personnel and complete changes in operations and necessary skills resulting from reconversion to peacetime production, coupled with other factors peculiar to the case, warranted an election, although the Board had certified a bargaining representative less than 1 year prior thereto. The majority opinion indicated, however, that in view of the unusual factual situation, the case would not afford any appreciable precedent for subsequent cases involving the 1-year certification rule. Board Member Houston dissented, declaring the decision violative of the Board's fundamental policy of according a newly certified union the right to at least 1 year within which to secure a collective bargaining contract. For the cases other than *Electric Spraying* involving the effect of reconversion upon the contract-bar and 1-year certification rules, see *Matter of American Radiator and Standard Sanitary Corporation*, 67 N. L. R. B. 1135; *Matter of Virginia Bridge Company*, footnote 50, *supra*.

⁵² For discussion of this doctrine first enunciated in the *Allis-Chalmers* case, 60 N. L. R. B. 306, see Eighth Annual Report, p. 48; Ninth Annual Report, p. 28; Tenth Annual Report, p. 22. For cases decided during 1946 in which the Allis-Chalmers doctrine was applied, see *Matter of Truscon Steel Company*, 66 N. L. R. B. 204; *Craddock-Terry Shoe Corporation*, 67 N. L. R. B. 105; *American Locomotive Company*, 67 N. L. R. B. 1319; *Superior Engraving Company*, 67 N. L. R. B. 938. For cases decided during the same period in which the doctrine was found to be inapplicable, see *Matter of Sears, Roebuck and Co.*, 65 N. L. R. B. 1039; *Matter of Armour & Company*, 66 N. L. R. B. 324; *Matter of Fuld & Hatch Knitting Company*, 67 N. L. R. B. 1059; *Matter of Lloyd Hollister, Inc.*, 68 N. L. R. B. 733.

⁵³ The Board rarely certifies an union without an election and then only when the parties consent to such certification and the record contains adequate proof of its majority representation. See *Matter of Gladewater Refining Company*, 64 N. L. R. B. 696; *Matter of Corona Corporation*, 66 N. L. R. B. 583.

The Board's Rules and Regulations, Series 4, effective September 11, 1946, Sec. 203.48, provide also that, with the approval of the Regional Director, the parties to a

possible, but not later than 30 days, after the direction of election issues.⁵⁴ As a general rule, however, the Board will not direct an election in the presence of unremedied unfair labor practices, either previously found by the Board, or the subject of pending charges, unless the charging labor organization aggrieved by such practices agrees to waive them as a ground for objecting to the election.⁵⁵

The general principles concerning eligibility to vote have undergone no noteworthy change since the last Annual Report.⁵⁶ In the absence of special circumstances indicating that eligibility as of some other date will more accurately reflect a free choice of representatives, the Board usually provides that eligibility to vote shall be determined on the basis of a pay roll immediately preceding the direction of election. Among those normally eligible to vote are employees who were not actually at work during the eligibility period because they were ill, on vacation, or temporarily laid off.

Employees absent in the armed forces of the United States are likewise eligible to vote whether or not they present themselves at the polls, the Board having continued the practice first adopted in 1945 in *Matter of Southwest Pennsylvania Pipe Lines*, 64 N. L. R. B. 1384,⁵⁷ of permitting employees on military leave to cast their ballots by

representation proceeding may enter into a consent election or consent cross-check agreement, pursuant to which an election or cross check is held under the direction and supervision of the Regional Director. Depending upon the provision made therefor in the consent agreement, either the Board will issue a certification or the Regional Director will issue a report of the results of the election or cross check. See footnote 40, *supra*.

⁵⁴As to the particular time in the course of the Board's investigation at which an election may be conducted, see National Labor Relations Board Rules and Regulations, Series 4, effective September 11, 1946, Secs. 203.46, 203.49, 203.57, 203.51, 203.53, 203.54, and 203.55 which provide that in cases not involving substantial issues, the Regional Director may conduct an election by secret ballot at any stage of the proceeding, either before hearing or after hearing, but before transfer of the case to the Board. For illustrative cases involving "prehearing elections," see *Matter of Cherao Brick Works*, 66 N. L. R. B. 1355; *Matter of Coxier Wood Package Company*, 66 N. L. R. B. 862; *Matter of Southland Cotton Oil Company*, 67 N. L. R. B. 580; *Matter of Fort Dodge Telephone Company*, 67 N. L. R. B. 1075; *Matter of Central California Packing Company*, 67 N. L. R. B. 1071; *Matter of The Texas Company*, 68 N. L. R. B. 483; *Matter of Orange Cotton Mills*, 69 N. L. R. B. 93; *Matter of The Schable Foundry and Brass Works Company*, 69 N. L. R. B. 527.

⁵⁵*Matter of Atlantic Company*, 65 N. L. R. B. 1274; *Matter of Fairmont Creamery Company*, 67 N. L. R. B. 688; *Matter of Austin-Western Company*, 67 N. L. R. B. 692. For the effect of a waiver upon preelection conduct, see *Matter of Monumental Life Insurance Company*, 69 N. L. R. B. 247; *Carson Price Scott & Company*, 69 N. L. R. B. 935 and *Matter of Bercut Richards Packing Company, et al*, 70 N. L. R. B. 84. In the *Bercut Richards* case, although the charging petitioner had failed to file the requisite waiver, the Board nevertheless directed elections in the units sought, stating that "Inasmuch as the elections cannot be truly representative, because of the character of the industry involved, unless conducted during the present season of peak operations, and in view of the fact that the pending charges cannot be determined in time to hold the elections during the present season, we are disposed under all the circumstances of this case, including the importance of conducting an election in this industry during 1946, to direct elections without first requiring the filing of waivers * * * We shall not, however, permit the subject matter of the pending unfair labor practice charges to constitute a valid basis for setting aside the elections, if that result should ever be sought."

Where charges are pending which allege that an employer has dominated or assisted one of the competing unions in a representation case, the Board, under certain circumstances, provides that the allegedly dominated union may participate in the election, by that in the event such union is certified and a determination of the unfair labor practice charges later reveals its illegal status, the certification will be subject to cancellation. See Tenth Annual Report, p 27; *Matter of Michigan Bell Telephone Company*, 63 N. L. R. B. 941, also footnote 9, *supra*.

⁵⁶Ninth Annual Report p 22 ff; see also Eighth Annual Report, p. 55 ff.; Ninth Annual Report, p. 28 ff.

Issues relating to the eligibility of voters which arise subsequent to hearing are usually raised by challenge at the time and place of balloting. For a discussion of the Board's procedure regarding challenges and the preparation of an eligibility list, see Tenth Annual Report, p 25. See also *Matter of Price Spindle & Flier Co.* 67 N. L. R. B. 1131, where the Board held that its established rule of entertaining challenges to ballots only if made at the time of the election will be adhered to under its prehearing election procedure; see footnote 54, *supra*.

⁵⁷See Tenth Annual Report, pp. 22 and 23.

mail, provided the issue is raised at the hearing and the circumstances do not differ substantially from those present in the *Pennsylvania Pipe* case.⁵⁸

In determining eligibility to vote, the Board is guided generally by the substantiality of interest which employees have in the conditions of employment in the bargaining unit in which they are employed. Thus, regular part-time employees are usually regarded as having sufficient interest to entitle them to vote.⁵⁹ Inasmuch as they are normally hired with the expectancy of permanent employment, probationary employees, trainees, and apprentices, are also deemed eligible to participate in an election.⁶⁰ On the other hand, temporary or casual employees having no expectancy of regular, permanent employment, are ineligible to vote.⁶¹ Employees who voluntarily quit their employment or are discharged before the eligibility period and are not rehired or reinstated prior to the date of the election are normally not entitled to cast ballots.⁶² If, however, charges are filed alleging that discharges were in violation of the Act, the Board permits the discharged employees to vote, making provision for the impounding of their ballots. In case the impounded ballots might affect the results of the election, their tabulation awaits determination of the unfair labor practice charges by the Board.⁶³ Currently striking employees are also eligible to vote, regardless of whether or not the strike was the result of unfair labor practices. If, however, the strike was not caused by unfair labor practices, not only the strikers, but also employees hired to replace them, are deemed eligible to vote, provided the replacements were bona fide and were effected prior to an unconditional request for reinstatement by the strikers.⁶⁴

In conducting its elections, the Board has insisted upon the highest standards, to the end that employees will be afforded the utmost free-

⁵⁸ *Matter of Johnson-Carper Furniture Company, Inc.*, 65 N. L. R. B. 414; *Matter of The Texas Pipe Line Company*, 68 N. L. R. B. 105; *Matter of Forest City Knitting Company*, 69 N. L. R. B. 89. For cases in which the Board refused to permit the balloting of employees in the armed forces, see *Matter of Tennessee Coal, Iron & Railroad Company*, 65 N. L. R. B. 1416 (names and addresses of employees on military leave not included in record and their availability in doubt); *Matter of Joseph Bancroft and Sons Company*, 67 N. L. R. B. 678 (where the employer admitted inability to obtain addresses for 100 of 223 employees in armed forces); *Matter of Scripto Manufacturing Company*, 67 N. L. R. B. 1078 (no issue raised at hearing regarding mail balloting of employees in armed services).

⁵⁹ *Matter of Wisconsin Telephone Company*, 56 N. L. R. B. 368; *Matter of Marcellus M. Murdock*, 67 N. L. R. B. 1426; *Matter of Hudson Dispatch*, 68 N. L. R. B. 115; cf. *Matter of Goldblatt Brothers, Inc.*, 67 N. L. R. B. 674. Nor is the eligibility of such employees affected by the fact that they have full-time employment elsewhere. *Matter of Marcellus M. Murdock*, *supra*.

⁶⁰ *Matter of Joseph T. Ryerson & Son, Inc.*, 65 N. L. R. B. 921; *Matter of Wagner Electric Corporation*, 67 N. L. R. B. 1104; *Matter of Midland National Bank of Minneapolis*, 68 N. L. R. B. 580.

⁶¹ *Matter of Goldblatt Brothers, Inc.*, footnote 55, *supra*; *Matter of Imperial Upholstering Company*, 67 N. L. R. B. 1100; *Matter of Rostone Corporation*, 68 N. L. R. B. 666.

In connection with the eligibility of seasonal employees to vote, see *Matter of Bercut-Richards Packing Company et al.*, 64 N. L. R. B. 133, and 68 N. L. R. B. 605; *Matter of Stokely Foods, Inc.*, 66 N. L. R. B. 749; *Matter of Lamar Cotton Oil Company*, 67 N. L. R. B. 1386; *Matter of Hunt Foods, Inc.*, 68 N. L. R. B. 800.

⁶² *Matter of Lincoln Casket Company*, 65 N. L. R. B. 182; *Matter of St Joseph Lead Company and Lead Belt Water Company*, 66 N. L. R. B. 560; *Matter of News Syndicate Co., Inc.*, 67 N. L. R. B. 1178. Employees who are permanently transferred out of the unit before the eligibility period or into the unit after such period are also ineligible to vote. See *Matter of General Chemical Works*, 67 N. L. R. B. 174 (transfer into unit).

⁶³ *Matter of Knappe and Vogt Manufacturing Co.*, 65 N. L. R. B. 200; *Matter of Longhorn Roofing Products, Inc.*, 67 N. L. R. B. 84; *Matter of Pohn-Ring-Green Inc.*, 68 N. L. R. B. 37.

⁶⁴ See Eighth Annual Report, p 50; Ninth Annual Report, p 29; Tenth Annual Report, pp. 23 and 24, and *Matter of Columbia Pictures Corporation, et al.*, 64 N. L. R. B. 490, discussed therein. See also *Matter of Longhorn Roofing Products, Inc.*, 67 N. L. R. B. 84; *Matter of Lloyd Hollister, Inc.* 68 N. L. R. B. 733.

dom from interference in their selection of a bargaining representative. When the validity of an election is brought into question by the timely filing of objections⁶⁵ and the Board's investigation reveals any irregularity or defect in the conduct thereof which actually deprived the employees of full freedom in the exercise of the franchise, the Board will set the election aside.⁶⁶ Hence, in *Matter of Bercut-Richards Packing Company, et al.*, 65 N. L. R. B. 1052, a case which involved practically the entire fruit and vegetable canning industry in the State of California, the Board was unable to prepare adequate eligibility lists for use in the elections, due to the necessity of conducting the elections immediately before the occurrence of an impending seasonal decline in canning operations. As a result of this, and the misinterpretation of certain eligibility provisions in its decision and direction of elections,⁶⁷ a majority of the Board found that an undetermined number of eligible employees had been disenfranchised and that ineligible employees had been permitted to vote.⁶⁸ In setting aside the elections as not reflecting a truly representative vote, the majority opinion concluded:

Upon consideration of all the foregoing facts, we are of the opinion that the elections were not, under the circumstances here presented, attended by such procedural safeguards or certainty concerning eligibility as to constitute a proper foundation for a Board certification in an industry which has been the scene of such bitter strife. There is substantial doubt whether the results are truly representative of the desires of the employees who should have been eligible to vote therein. It is of vital importance to the Board's effectuation of the policies of the Act that the integrity of its procedures be maintained at all times and at all cost, and that the regularity of the conduct of its elections be above reproach. * * *

Board Member Houston, dissenting, stated that in the conduct of a ballot in an industry, seasonal in nature, with geographically widespread operations and employing large groups of transient labor, the difficulties of obtaining a precise result unattended by imperfections were greatly magnified, and that, granting the deviations from normally acceptable standards alluded to in the majority opinion, the issue whether they were "so serious as to have rendered a representa-

⁶⁵ See National Labor Relations Board Rules and Regulations—Series 4, effective September 11, 1946, Sec. 203 55, for the requisite procedure in filing objections. As stated therein, the Regional Director first investigates the facts pertaining to the objections and issues a report to all the interested parties. If the parties except to the findings and conclusions of the Regional Director, and the exceptions raise substantial and material issues depending upon controverted facts for their determination, the Board conducts a hearing. Where the facts are not disputed, however, the Board will proceed to resolve the issues raised by the exceptions without a hearing. If no exceptions are filed to the Regional Director's report on objections, the Board customarily adopts the findings and recommendations contained therein.

⁶⁶ What constitutes material and substantial objections to the conduct of an election, warranting its being set aside, has been discussed in prior Annual Reports, Seventh Annual Report p. 58; Eighth Annual Report, p. 52; Ninth Annual Report, p. 32; Tenth Annual Report, pp. 25 and 26.

⁶⁷ The decision declared as eligible to vote employees "who were employed during the pay-roll period immediately preceding October 5, 1945, and have worked a total of 25 days during the current season within the unit" * * * including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off * * *. In the conduct of the elections, the 25-day eligibility provision was construed as permitting the inclusion of days worked up to the date of the elections, rather than ending such 25-day period as of the date of the direction; the words "temporarily laid off" were construed as meaning laid off during the pay period marked by the issuance of the Board's decision, rather than as meaning laid off at any time during the canning season.

⁶⁸ Chairman Herzog did not concur in the opinion of Board Member Reilly that the words "temporarily laid off" had been erroneously interpreted, stating that, in his opinion, the Board's original opinion supported the Regional Director's interpretation, although the original determination by the Board was "probably incorrect when reached."

tive and fairly conclusive choice impossible" should have been answered, in his judgment, in the negative.⁶⁹

Although an election is accompanied by no irregularities or procedural defects, the Board nevertheless will set the election aside where it appears that other circumstances have precluded the registering of a free choice by the employees. Conduct typical of that which warrants vacating an election is the failure of an employer to manifest strict neutrality with respect to his employees' selection of a bargaining agent. Thus, where an employer assembled the employees during working hours to voice opposition to the union, posted antiunion bulletins throughout the plant while at the same time delaying the posting of the Board's election notices, and invaded the polls to protest an observer selected by the union, the Board set aside the election.⁷⁰ Other conduct on the part of an employer which has been found destructive of the requisite neutrality is the extending of campaign privileges to one union, contrary to normal practice, and at the same time denying them to a competing union.⁷¹

The conduct of a union will invalidate an election when it consists of physical coercion or electioneering activities which exceed what reasonably may be termed campaign propaganda.⁷²

When a majority of those voting have cast valid ballots for one of the contesting unions, the Board normally certifies that union as the exclusive collective bargaining representative.⁷³ However, if those participating in the election do not constitute a representative number of the eligible voters, no certification will issue.⁷⁴ But it is not necessary that a majority of the eligible voters cast ballots to constitute a representative vote, provided the actual number voting is substantial.⁷⁵ Under appropriate circumstances, where the election results are inconclusive, the Board continues its practice of conducting run-off elections when requested by parties entitled to appear on the run-off ballot.⁷⁶

THE UNIT APPROPRIATE FOR THE PURPOSES OF COLLECTIVE BARGAINING

Before resolving a question concerning representation, the Board must first determine the unit or units appropriate for the purposes of collective bargaining.⁷⁷ Although the particular facts in each case

⁶⁹ For other recent cases involving alleged defects or irregularities in the conduct of an election, see *Matter of Northwest Packing Co.*, 65 N. L. R. B. 890; *Matter of Lamar Cotton Oil Company*, footnote 61 *supra*; *Matter of Semi-Steel Casting Company*, 66 N. L. R. B. 713.

⁷⁰ *Matter of Henry Moss & Company*, 65 N. L. R. B. 118; see also *Matter of A. J. Thrall et al.*, 65 N. L. R. B. 63; cf. *Matter of The Ebco Manufacturing Company*, 67 N. L. R. B. 210.

⁷¹ *Matter of Hoosier Cardinal Corporation et al.*, 67 N. L. R. B. 49; cf. *Matter of Pennsylvania Power & Light Company*, 66 N. L. R. B. 1391.

⁷² For instances of union conduct which the Board found sufficient to vitiate the results of an election, see *Matter of The Kilgore Manufacturing Company*, 45 N. L. R. B. 468; *Matter of Detroit Creamery Company, Arctic Ice Cream Plant*, 60 N. L. R. B. 178; cf. *Matter of Merrimac Mills Company*, 65 N. L. R. B. 308; *Matter of Central California Packing Company*, 67 N. L. R. B. 1071.

⁷³ *Matter of Semi-Steel Casting Company*, 66 N. L. R. B. 713

⁷⁴ *Matter of Northwest Packing Company*, footnote 69, *supra*, where only 40 out of 218 eligible voters cast valid ballots

⁷⁵ *Matter of Stiefel Construction Corporation*, 65 N. L. R. B. 925, where there were 45 eligible voters and 14 of them participated in the election

⁷⁶ See National Labor Relations Board Rules and Regulations—Series 4, effective September 11, 1946, Sec. 203.56; Ninth Annual Report, pp. 31 and 32

⁷⁷ Sec. 9 (b) of the Act provides: "The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof."

are determinative of this issue, the Board is guided by the basic concept that only employees having a substantial mutuality of interest in wages, hours, and working conditions, as revealed by the type of work they perform,⁷⁸ should be appropriately grouped in a single unit. In the application of this concept, the Board considers various factors, some of the more important of which are: The extent and type of organization and the history of collective bargaining among the employees at the plant involved and at other plants of the same employer or other employers in the same industry; the duties, skill, wages, and working conditions of the employees; the desires of the employees; the eligibility of employees for membership in the union or unions involved; and the relationship between the proposed unit or units and the administration and organization of the employer's business.

In the absence of a dispute regarding the scope and composition of the requested unit, the Board's unit finding normally coincides with that sought by the petitioner, provided, however, that it calls for no radical departure from certain basic principles which the Board customarily applies in determining the appropriate unit.⁷⁹ When a controversy exists concerning the scope and composition of the bargaining unit, the controversy usually relates to the propriety of establishing craft or multiple craft units, departmental units, or units of production and maintenance employees on a plant, employer, or multiple plant or employer basis. In resolving the dispute, where other determinative factors are evenly balanced, the Board often accords controlling weight to the history of collective bargaining in the particular operations involved⁸⁰ or other plants in the same industry.⁸¹ To be accorded controlling weight, however, the bargaining history must be such as the Board deems adequate to attain stability in labor relations. Thus, where a prior contract does not define an inherently appropriate unit,⁸² contains no substantive provisions,⁸³ is oral or covers members only,⁸⁴ or was executed between an employer and a union which the Board had previously found to be employer-dominated,⁸⁵ the Board will disregard such bargaining history as a determinative factor.⁸⁶

Although there may be no dispute as to the basic unit sought, disagreement often centers around small so-called "fringe groups" of

⁷⁸ See Tenth Annual Report, p. 27, footnote 71.

⁷⁹ For example, with rare exceptions, the Board will not include supervisory employees in a unit of rank and file employees, even though none of the parties is opposed to their inclusion. See *Matter of Imperial Upholstering Company*, 67 N. L. R. B. 1100; see also footnotes 12, 13, and 14, *infra*.

Similarly, it is the Board's established practice to exclude clerical and technical employees from units of production and maintenance employees, notwithstanding agreement of the parties to the contrary. See *Matter of Bnyon O'Keefe Fireproof Storage Company*, 65 N. L. R. B. 992. See also footnote 114, *infra*.

⁸⁰ *Matter of Scripto Manufacturing Company*, 65 N. L. R. B. 222; *Matter of Cobbs and Mitchell Company*, 65 N. L. R. B. 488; *Matter of City Lines of West Virginia, Inc.*, 66 N. L. R. B. 904; *Matter of Quincy Lumber Company*, 67 N. L. R. B. 1119; *Matter of Ludlow Manufacturing and Sales Company*, 67 N. L. R. B. 954.

⁸¹ *Matter of Nicholson Transit Company*, 65 N. L. R. B. 418; *Matter of St. Louis Independent Packing Company*, 67 N. L. R. B. 543; *Matter of Desmond's, Inc.*, 68 N. L. R. B. 379; *Matter of Saks and Company*, 68 N. L. R. B. 413.

⁸² *Matter of E. I. du Pont (Grasselli Division)*, 65 N. L. R. B. 390; *Matter of Cushman Motor Works*, 66 N. L. R. B. 1413; *Matter of Edward G. Budd Manufacturing Company*, 68 N. L. R. B. 153.

⁸³ *Matter of Stanolind Oil & Gas Company*, 67 N. L. R. B. 375.

⁸⁴ *Matter of Hamilton-Scheu & Walsh Shoe Company*, 66 N. L. R. B. 146; *Matter of International Harvester Company*, 68 N. L. R. B. 383.

⁸⁵ *Matter of Keystone Steel & Wire Company*, 65 N. L. R. B. 274.

⁸⁶ See also Eighth Annual Report, p. 54; Ninth Annual Report, p. 34; Tenth Annual Report, p. 28.

employees who reasonably may be either included or excluded from the unit, in which case the Board has adopted the policy of adhering to the unit outlined in prior collective bargaining contracts.⁸⁷ However, where the contracting parties have disregarded a prior unit determination by the Board as to the inclusion or exclusion of certain employees, the prior determination will control, absent any substantive change in the duties and working conditions of such employees since that determination.⁸⁸

Where a union seeks a craft unit included within a more comprehensive unit sought by a rival union, and in the absence of a history of collective bargaining favoring either unit, the Board will direct a self-determinative or so-called "Globe" election⁸⁹ to ascertain the preference of the employees themselves as to the type of unit in which they desire to bargain.⁹⁰ After such election, the Board determines the appropriate unit, basing its finding upon the complete record, including the desires of the employees as reflected by the election results.

Whether a craft group may sever itself from an already established production and maintenance unit for the purposes of collective bargaining where objection is made to such severance, is an issue which, although not novel, having been raised in numerous cases involving various crafts,⁹¹ has given the Board considerable concern. It is apparent that complete freedom to change a historically established bargaining unit might lead to instability and a lack of responsibility in collective bargaining relations, since groups of employees dissatisfied with the existing unit are always likely to be present. On the other hand, to "freeze" an established unit of production and maintenance employees as the sole basis for collective bargaining would often lead to an inequitable result in depriving true craftsmen an opportunity to bargain in a separate unit. In its endeavor to balance these opposing policy considerations, the Board has required that certain prerequisites be satisfied before a craft group of employees may invoke the Board's processes to sever itself from a long-established and more comprehensive production and maintenance unit. Thus, the Board has required that a petitioning craft group demonstrate that it has maintained its identity as a craft group during the period in which bargaining has been on a wider basis; that it had obtained membership among the craft employees prior to the establishment of the broader unit; that no consideration had been given to the merits of a craft unit at the time the production and maintenance unit was established; or that it had protested its inclusion in the existing unit, refrained from participation in the activities of the union representing such unit, and endeavored to obtain recognition from the employer as a separate bargaining unit. When the Board encounters these prerequisites in sufficient number and degree, it directs self-determinative elections to

⁸⁷ *Matter of Fairbanks, Morse & Co.*, 66 N. L. R. B. 673; *Matter of The Ellis Canning Company*, 67 N. L. R. B. 384; *Matter of Union Iron Works*, 67 N. L. R. B. 772.

⁸⁸ *Matter of Crane Company*, 66 N. L. R. B. 917; *Matter of Chicago Bridge and Iron Co.*, 68 N. L. R. B. 470. But a prior determination by the Board is not conclusive if it did not result in the certification of a bargaining representative or a collective bargaining history predicated thereon. See *Matter of Freeport Sulphur Company*, 65 N. L. R. B. 21; *Matter of Malva Company and Bendythe Company*, 66 N. L. R. B. 592.

⁸⁹ This type of election was first directed in *Matter of The Globe Machine and Stamping Co.*, 3 N. L. R. B. 294. The phrase, "a Globe election," has been commonly employed ever since.

⁹⁰ *Matter of Goodyear Tire & Rubber Company of Kansas, Inc.*, 65 N. L. R. B. 532; *Matter of Imperial Paper and Color Corporation*, 66 N. L. R. B. 225; *Matter of Magnus Metal Division of National Lead Company*, 66 N. L. R. B. 496.

⁹¹ See especially Fourth Annual Report, pp. 87 and 88; Fifth Annual Report, pp. 65 and 66.

ascertain the desires of the employees in the proposed craft unit.⁹² Their absence, in sufficient number and degree, results in a denial of severance, in favor of the existing pattern of organization on a broader basis.⁹³ Where, however, the current representative of an established unit raises no objection to the severance of a craft group, the Board generally will direct a "Globe" election without requiring that the petitioner first satisfy the above requirements.⁹⁴ A self-determinative or "Globe" election is also directed where a union seeks to include within an existing unit, which it currently represents or seeks to represent, a group of employees who theretofore have not been part of such unit and who have not been afforded an opportunity to register a choice as to their bargaining representative.⁹⁵

When a petitioner seeks to include in a single unit employees of independent and competing employers, the Board will establish such a multiple-employer unit if it appears that the employers, either as members of an employer association or otherwise, have established a practice of joint action in regard to their labor relations and have demonstrated, by negotiations through an effective employer organization and the customary adherence to uniform labor agreements resulting therefrom, that they desire to be bound by group rather than individual action. Although a group of employers in the past adhered to a joint course of action, the Board nevertheless has found appropriate a unit confined to the employees of one such employer provided it evinces a later intent to pursue an individual course with reference to its labor relations. Since the last Annual Report there have been no important changes in the principles enunciated in earlier cases involving multiple-employer units.⁹⁶

The past fiscal year was marked by several major developments in the Board's recent policy, initiated in *Matter of Packard Motor Car Company*,⁹⁷ of according foremen and other supervisory employees in modern mass production industry collective bargaining rights which

⁹² For recent cases in which the Board permitted a craft to be severed from an established production and maintenance unit, see *Matter of The Crosley Corporation*, 66 N. L. R. B. 349; *Matter of The General Tire & Rubber Company*, 66 N. L. R. B.; *Matter of E. I. du Pont de Nemours and Company*, 66 N. L. R. B. 545; *Matter of Corona Corporation*, 66 N. L. R. B. 583; *Matter of Balcrank, Inc.*, 66 N. L. R. B. 600; *Matter of Radio Corporation of America, RCA Victor Division*, 66 N. L. R. B. 1014; *Matter of L. E. Shunk Latex Products, Inc.*, 67 N. L. R. B. 552; *Matter of General Mills, Inc. (Mechanical Division)*, 68 N. L. R. B. 309.

⁹³ For cases in which the Board has recently denied craft severance where there was a bargaining history on a broader basis, see *Matter of Radio Corporation of America, RCA Victor Division*, 66 N. L. R. B. 162; *Matter of Continental Can Company, Owens-Illinois Division*, 66 N. L. R. B. 1069; *Matter of Monsanto Chemical Corporation*, 67 N. L. R. B. 476; *Matter of Wyllys-Overland Motors, Inc.*, 68 N. L. R. B. 15; *Matter of West Virginia Pulp & Paper Company*, 68 N. L. R. B. 374; *Matter of Wilson-Hurd Manufacturing Company, Inc.*, 68 N. L. R. B. 853; *Matter of The Goodyear Synthetic Rubber Corporation*, 66 N. L. R. B. 992. See also *Matter of Pressed Steel Car Company, Inc.*, 69 N. L. R. B. 629, wherein the Board denied the severance of a group of craft employees, whose duties remained substantially unchanged after reconversion to peacetime operation, finding that the manufacture of a different product by the employer following reconversion, standing alone, was insufficient justification for departing from the historical pattern of collective bargaining on a plant-wide basis.

⁹⁴ See *Matter of Chockasaw Wood Products Company*, 65 N. L. R. B. 664; *Matter of Corona Corporation*, *supra*; *Matter of The Standard Register Company*, 67 N. L. R. B. 322.

⁹⁵ *Matter of Armour & Company*, 64 N. L. R. B. 290; *Matter of United States Gypsum Company*, 66 N. L. R. B. 619.

⁹⁶ See Tenth Annual Report, pp. 29 and 30; Ninth Annual Report, pp. 34 and 35; see also *Matter of Milk Producers Association of Central California*, 65 N. L. R. B. 580; *Matter of Miami Daily News, Inc.*, 66 N. L. R. B. 663; *Matter of Marcellus M. Murdock*, 67 N. L. R. B. 1426; *Matter of Bercut-Richards Packing Company, et al.*, 68 N. L. R. B. 605; cf. *Matter of The Wichita Eagle*, 69 N. L. R. B. 458.

⁹⁷ 61 N. L. R. B. 4. See also *Matter of Packard Motor Car Company*, 64 N. L. R. B. 1212 (concurring opinion by Chairman Herzog), affirmed *N. L. R. B. v. Packard Motor Car Company*, F. (2d) (C. C. A. 6, Aug. 12, 1946). For a full discussion of the Packard cases, see Tenth Annual Report, pp. 30 to 34.

were denied them under the Act following the decision in the *Maryland Drydock* case.⁹⁸ As a result of the Board's language in the *Packard* representation case,⁹⁹ attempts were made in subsequent cases to distinguish the supervisory employees involved therein from those with which the Board was concerned in the *Packard* case. The degree of authority possessed, the discretion required to be exercised, and the type of industry concerned, were all referred to in support of arguments that certain supervisory employees were not merely the "industrial traffic cops" previously mentioned by the Board. However, the opinion of a majority of the Board in *Matter of L. A. Young Spring & Wire Corporation*, 65 N. L. R. B. 298, rendered all such arguments irrelevant insofar as the "employee" status of supervisory employees under the Act was concerned.¹ Emphasizing that the function of the Board in deciding the appropriate unit under the Act is a positive one, the majority opinion declared:

Once the Board determines that certain individuals are "employees" within the meaning of the Act, its sole remaining duty under Section 9 (b) is to group these "employees" in that unit which will insure to them the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuate the policies of the Act. Under the power to define the unit, the Board may properly insist that foremen be organized in bargaining units apart from their subordinates, but it cannot ostracize them. In this view, the kind of industry in which foremen are employed is immaterial and the duties and responsibilities of foremen are relevant only insofar as they bear on the question of proper grouping for collective bargaining purposes. These factors may become important in fixing the terms of any ultimate bargain, but they cannot be a criterion in determining whether this Board's facilities should be made available to foremen.²

In both the *Packard* and *Young* cases, the Board combined in a single unit several levels of supervisory employees, pointing out in the *Packard* case, in which specific issue was raised with respect to such grouping, that the duties and responsibilities of the four levels of foremen involved therein³ were substantially the same, and that their common problems and interests warranted their inclusion in the same bargaining unit. The Board was confronted with a similar problem of grouping in *Matter of The Midland Steel Products Company, Parish & Bingham Division*, 65 N. L. R. B. 997, which concerned the propriety of including foremen and assistant foremen in the same unit as departmental superintendents. A majority of the Board, consisting of Chairman Herzog and Member Houston, found that the various levels of supervision enjoyed a community of interest, based upon their common backgrounds, duties, and problems, that might make it desirable to include them in a single bargaining unit. However, Chairman Herzog further concluded, in which conclusion

⁹⁸ *Matter of Maryland Drydock Company*, 49 N. L. R. B. 733.

⁹⁹ In referring to the disparity between the type of supervisors employed today in mass production industry and those in the early part of the century, the Board stated: "Vast aggregates of capital, the presence of thousands of employees under one roof, the introduction of special purpose machinery and tools, extreme specialization and integration of departments, and the development of 'scientific management' in general—all have combined to reduce the skilled to the semiskilled and the semiskilled to the unskilled; and all this in turn has made the supervisor more than the 'traffic cop' of industry than the independent foreman of the early 1900's." [Italics supplied] 61 N. L. R. B. 4.

¹ See also *Matter of The B. F. Goodrich Company*, 65 N. L. R. B. 294; *Matter of Simmons Company*, 65 N. L. R. B. 984; *Matter of Kelsey-Hayes Wheel Company*, 66 N. L. R. B. 570; *Matter of The Baldwin Locomotive Works*, 67 N. L. R. B. 1287.

² Board Member Reilly dissented for the reasons set forth in his dissenting opinion in the *Packard* cases.

³ General foremen, foremen, assistant foremen, and special assignment men who possessed the qualifications of general foremen and foremen.

Member Reilly separately concurred⁴ (Member Houston dissenting), that because they were relatively few in number and might therefore readily be outvoted, and because there existed substantial disparities in function and responsibility between them and the two lower levels of supervision,⁵ the departmental superintendents should be afforded an opportunity by separate voting to determine whether or not they desired to be in the same unit with the foremen and assistant foremen.⁶

The most important development concerning supervisory employees since the Board's decision in the *Packard* case occurred in *Matter of Jones & Laughlin Steel Corporation*, 66 N. L. R. B. 386, decided in March 1946. In all the prior cases involving supervisory employees, the petitioner was an unaffiliated union organized for the exclusive purpose of representing supervisory employees. In the *Jones & Laughlin* case, the petitioner was the United Clerical, Technical, and Supervisory Employees Union of the Mining Industry, Division of District 50, United Mine Workers of America, an organization functioning under the constitution, bylaws, and general supervision of the United Mine Workers of America, which represents the rank and file employees throughout the coal mining industry. In the *Packard* and *Young* cases, the majority of the Board had expressly reserved opinion as to whether a labor organization which was affiliated with or an integral part of a union which represents rank and file employees would be certified by the Board as the statutory bargaining agent of supervisors. In the *Jones & Laughlin* case, the same majority, (Chairman Herzog and Member Houston) decided the foregoing issue in the affirmative, basing their decision upon the language of the Act itself. By reference to their decision in the *Packard* and *Young* cases, the majority first disposed of the employer's contention that the

⁴ In his separate concurrence on this point, Board Member Reilly reaffirmed the views set forth in his dissenting opinion in the *Packard* case as to the inappropriateness of any unit comprised of supervisory employees.

⁵ Departmental superintendents represented the employer in the second stage of the grievance procedure prescribed in the contract covering the rank and file employees, whereas foremen and assistant foremen represented the employer in the initial stage. Departmental superintendents, unlike foremen and assistant foremen, attended regular weekly meetings with the general superintendent and factory manager at which various problems affecting plant operations were discussed, as well as special meetings called by the division manager to discuss such problems as the accumulation of grievances by rank and file employees, new business, and lay-offs resulting from declining business. The superintendents had certain disciplining powers over the lower-rank supervisors.

⁶ For other cases in which the Board has "Globed" (see footnote 83, *supra*) the top-level supervisors as a precondition to their inclusions in the same unit with lower-level supervisory employees, see *Matter of Kelsey-Hayes Wheel Company*, footnote 92, *supra*; *Matter of Westinghouse Electric Corporation (East Springfield Works)*, 66 N. L. R. B. 1297; *Matter of The Baldwin Locomotive Works*, footnote 92, *supra*; *Matter of Williams Oil-O-Matic Division of Eureka Williams Corporation*, 67 N. L. R. B. 1091; *Matter of The White Motor Company*, 67 N. L. R. B. 828; *Matter of United States Rubber Company*, 67 N. L. R. B. 797; *Matter of Kaiser Cargo, Inc., Fleetwings Division*, 67 N. L. R. B. 1027. However, where no issue is raised concerning their inclusion in the same unit as lower-level supervisors, the Board will not direct self-determinative elections for top-level supervisory employees. See *Matter of Carnegie Illinois Steel Corporation*, 67 N. L. R. B. 1238. Nor has it permitted a series of "Globe" elections, distinguishing a number of levels of supervision.

A further policy regarding the composition of supervisory units was adopted in *Matter of Westinghouse Electric Corporation (East Springfield Works)* 66 N. L. R. B. 1297, where the Board held that, in general, that the principles and patterns developed concerning the appropriate functional grouping of rank and file employees would also be applied to the grouping of supervisory employees. See also *Matter of Kaiser Cargo, Inc., Fleetwings Division*, *supra*; 1-R-256; *Matter of Spencer Shoe Corporation*, 68 N. L. R. B. 791 (wherein the Board followed the geographical pattern of organization by the rank and file employees in determining the limits of a supervisory unit); *Matter of I-T-E Circuitbreaker Company*, 67 N. L. R. B. 465; *Matter of Columbia Steel Company*, 67 N. L. R. B. 529; *Matter of General Cable Corporation*, 68 N. L. R. B. 660.

supervisors involved⁷ were not "employees" within the meaning of the Act. The majority then considered the employer's argument that since many of the supervisors in the proposed unit had duties imposed upon them by the laws of the Commonwealth of Pennsylvania,⁸ they were not merely industrial "traffic cops"⁹ and if the petitioner were certified as their representative, they could not adequately perform their statutory duties because of the control exercised over the petitioner by the United Mine Workers of America. Finding no merit in this argument, the Board majority stated:

* * * As we have seen, however, the appropriateness of a bargaining unit of supervisors does not depend on whether the supervisors are industrial "traffic cops." The fact that some of the supervisors have statutory duties may well be relevant on the question of whether such supervisors should be grouped in a separate unit apart from other supervisory employees, but it cannot operate to deny all bargaining rights to them.

It should be noted that the numerous safety regulations prescribed in the commonwealth's mining code are primarily for the protection of the mine personnel working underground and not for the protection of company property. We fail to perceive, therefore, why supervisors represented by an affiliate of the union that is the collective bargaining representative of the rank and file miners, should be less solicitous of the safety of miners who are also fellow union members than nonunionized or independently represented foremen would be. It would appear that membership in the union which represents rank and file members would not interfere with proper enforcement of the safety regulations designed for the protection both of himself and his union associates.

The majority opinion next turned to the principal issue in the case, the employer's contention that the petitioner's affiliation with a rank and file labor organization precluded its certification as the bargaining representative of supervisory employees, even in a separate unit. Pointing out that the express policy of the Act prohibited any limitation by the Board upon employees' freedom of choice in their selection of a bargaining representative, the opinion stated:

It is argued, in effect, however, that the duty to define the appropriate unit conferred by Section 9 (b) carries with it a power to limit the employees' choice of a bargaining representative. A reading of the section does not support this view. Section 9 (b) is concerned with the question of how employees are to be grouped and not with the question of who is to represent them. The Board is entrusted with the task of deciding whether the "employer unit, craft unit, plant unit, or subdivision thereof," is the appropriate unit calculated "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." This is language of classification and not of exclusion. It authorizes the Board to *select between alternatives* as to which type of unit will best "effectuate the policies of the Act"; it gives us no license to hold that some persons who are "employees" belong in no unit whatsoever. Once the Board determines that

⁷ The petitioner was seeking to represent, in general, all supervisors at the coal mines, including fire bosses, mine crew foremen, assistant mine foremen, maintenance bosses, mechanical bosses, and assistant general master mechanic, but excluding others having greater supervisory authority. In addition, the petitioner sought to represent all clerical and technical supervisors in the general mine office, with certain specified exclusions.

⁸ The regulatory statute in question, in providing for the conditions under which mines are to be operated, defined the duties of various supervisors in immediate charge of the mine, including those of the assistant mine foremen and fire bosses whom the petitioner sought to represent. The statutes further provided that such supervisors be licensed and that "Every mine foreman, assistant mine foreman, or fire boss, under the provisions of the bituminous mining laws or the anthracite mining laws, shall represent the commonwealth in the coal mine or colliery in which he is employed and be deemed to be an officer of the commonwealth in enforcing the provisions of said mining laws and performing his duties thereunder."

⁹ Such as the Board made reference to in the *Packard* case. See footnote 99, *supra*.

certain employees are properly grouped, it has discharged its function under this section. As the statute is now written, we find no authority to step beyond this point and, because of some concern as to what might be best for industry or even for employees, declare that certain employees may not express their uninhibited choice because the petitioner happens to be an affiliate of the labor organization which represents a company's rank and file employees.

The Act guarantees to all employees the right to bargain collectively "through representatives of *their own choosing*." Unless, therefore, certification of a bargaining representative freely selected by a given group of employees in an appropriate unit would be contrary to the policy of the Act, this Board cannot and should not refuse to honor the employees' choice. That policy appears in the preamble: "It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred *by encouraging the practice and procedure of collective bargaining* and by protecting the exercise by workers of full freedom of association, self-organization, and *designation of representatives of their own choosing*, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection." [Italics supplied.]

This policy would not be effectuated by discouraging collective bargaining as a means of settling labor disputes involving foremen or by our reaching out for power to place limitations on the right of foremen, who are employees, to bargain collectively through representatives of *their own choice*. On the contrary, the policy urged on the Board by the company, although understandable, offered in good faith and most appealing as a matter of first impression, would require us to disregard the terms of the Act itself.

Acknowledging that the unionization of supervisory employees by affiliates of rank and file unions would raise a number of difficult problems in the field of labor relations, the majority opinion proceeded:

* * * These problems are not however, insoluble. This is attested by the experience in several industries where collective bargaining for foremen by the same union that represents rank and file employees has existed for many years, in Great Britain as well as in the United States. There is no reason to believe that similarly satisfactory solutions cannot be reached in other industries. If all parties will recognize the rights of foremen, and also their unique responsibilities, and will exercise special patience and understanding, the delicate problems created by the unionization of foremen can be worked out by men of good will on both sides in the give-and-take of collective bargaining. Indeed, at the present time collective bargaining is the only practicable means at hand for settling difficult issues between employers and employees. And the more difficult the problem, the more important it is that the stage be set for men to sit down and reason together.

Emphasizing that the decision of the Board had been reached with full realization of the difficulty and importance of the policy considerations involved, the majority opinion concluded:

* * * despite the weight that should be attached to the arguments—some real and some speculative—adduced in favor of our refusing to apply the Act to these employees, * * * it would be an abuse of discretion for us to follow that course. The Act, as written today, requires that we protect the right of employees to bargain collectively through representatives of their choosing. So long as the Congress of the United States imposes no limitation upon their choice, it is not for us to do so.¹⁰

Board Member Reilly dissented, reiterating the views expressed in his dissent in the *Packard* case. Declaring that unless the majority

¹⁰ In applying the principle enunciated in the *Jones & Laughlin* case, it has been held to be immaterial that the petitioner seeking to represent supervisory employees may happen to be the same local that represents their rank and file subordinates. See *Matter of The Curtis Bay Towing Company, of Pennsylvania, et al.*, 66 N. L. R. B. 1152; *Matter of The Texas Company*, 67 N. L. R. B. 452. However, in *Matter of Virginia Electric and Power Company*, 68 N. L. R. B. 504, the Board remarked that it regarded as "salutary" the petitioner's expressed willingness to set up a separate local for the foremen in the event the Board found them to constitute a separate appropriate unit.

decision was corrected by legislative or judicial action it would have far-reaching repercussions upon industry and labor, Mr. Reilly challenged the conclusion that the Board has no power to limit the rights of supervisory employees under the Act other than to place them in units separate and apart from the rank and file employees, stating:

* * * The theory of the majority seems to be that the language of Section 9 (b) is one of "classification, not of exclusion," and that this subsection, read together with the preamble, which refers to encouraging collective bargaining, by protecting "the exercise by workers of full freedom of association, self-organization and *designation of representatives of their own choosing*," deprives the Board of the right of placing any limitations upon that choice. Such a narrow construction is not inexorable, however. It does not give full emphasis to the qualifying phrase in Section 9 (b) to the effect that the appropriate unit must "*effectuate the policies of the Act.*" [Italics supplied.] It seems inconceivable that a unit finding which tends to influence, stifle, and control the choice of the bulk of the employees would effectuate the statutory policy. The character of the majority's logic also fails to take into account the fact that the courts have recognized that the Board is not bound by the common law definition of "employee" where a question of effectuating the remedial policies of the Act is concerned.

Taking issue with the majority's disposition of the problem of conflicting allegiance between union and employer, the dissenting opinion asserted that when supervisors incur obligations to rank and file unions they tend to become lax in the performance of their supervisory duties, and that conceding, as the majority argued, there was nothing in the Act to prevent an employer from disciplining an incompetent or disloyal supervisor, it would be impossible for management in the instant case to "effectively appraise the judgment and discretion of scores of supervisors situated miles away in the underground workings" of the mines. In this connection, Board Member Reilly further stated that the danger of rank and file unions influencing the supervisors was particularly great in the bituminous coal industry where the closed shop, which enhanced the possibility of union reprisals, was the normal incident of employment. In referring to the impact of the majority decision upon rank and file employees, he emphasized the long-standing practice of the Board to treat coercive statements or discriminatory acts of supervisory employees as the acts and utterances of the employer, saying that under the broad implications of the majority decision, this principle of imputation could no longer obtain in mass production industry, thus impinging upon the freedom of the great mass of workers for whom the statute was enacted and for whose protection the Board developed the doctrine of imputation.

These developments concerning the rights of supervisory employees under the Act has not affected the Board's adherence to its established policy of excluding "supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action,"¹¹ from bargaining units comprised of nonsupervisory employees,¹² except in

¹¹ The above-quoted definition is the one customarily adopted by the Board in determining supervisory status.

¹² *Matter of Lincoln Casket Company*, 65 N. L. R. B. 182; *Matter of Libby-Owens-Ford Glass Company*, 65 N. L. R. B. 434. *Matter of Doughnut Corporation of America*, 66 N. L. R. B. 1231, see also cases cited in footnote 73, *supra*. Cf. *Matter of Olive Products Company*, 67 N. L. R. B. 842; *Matter of Hunt Foods, Inc.*, 68 N. L. R. B. 800.

the maritime and printing trades,¹³ or in rare instances in other industries¹⁴ where supervisors traditionally have been included in subordinate groups for the purposes of collective bargaining.

Office clerical and technical employees are also excluded from bargaining units of production and maintenance employees, absent cogent reasons to the contrary.¹⁵ However, plant clerical employees, those who work in close contact with production workers and under the same supervision, are generally included in production and maintenance units.¹⁶ Technical employees are usually segregated from clerical employees where there is opposition to their merger.¹⁷ The Board also excludes from bargaining units of other employees, confidential or managerial employees. In the recent case of *Matter of Ford Motor Company*, 66 N. L. R. B. 1317, the Board had under consideration the alleged managerial and confidential status of time-study employees. In holding that these employees were neither confidential nor managerial,¹⁸ the Board defined "managerial" employees as "executive employees who are in a position to formulate, determine and effectuate management policies," and limited its former definition of "confidential" employees¹⁹ to embrace only those "who assist and act in a confidential capacity to persons who exercise 'managerial' functions in the field of labor relations."²⁰ The Board nevertheless established a separate unit for the time-study employees, refusing to include them in a unit of office clerical employees because of the differences in their skill, supervision, and conditions of employment.²¹ Militarized or monitorial plant-protection employees also continue to be segregated from other employees and placed in separate bargaining units.²²

¹³ *Matter of The Standard Register Company*, 67 N. L. R. B. 322; *Matter of Lloyd Hollister, Inc.*, 68 N. L. R. B. 733 (printing); *Matter of Ohio Barge Line, Inc.*, 59 N. L. R. B. 154 (maritime).

¹⁴ See *Matter of Castle & Cooke Terminals, Ltd.*, 65 N. L. R. B. 989 (shipping); *Matter of Quincy Lumber Company*, 67 N. L. R. B. 1119 (lumber); *Matter of The Texas Company*, 67 N. L. R. B. 452; *Matter of Gordon-Van Tine Company*, 68 N. L. R. B. 465.

¹⁵ *Matter of Binyon O'Keefe Fireproof Storage Company*, footnote 73, *supra*; *Matter of Wachuset Electric Company*, 65 N. L. R. B. 1207; *Matter of Cushman Motor Works*, 66 N. L. R. B. 1413; *Matter of Optical Company, Consolidated*, 67 N. L. R. B. 515; *Matter of Edward G. Budd Manufacturing Company*, 68 N. L. R. B. 153.

¹⁶ *Matter of American Locomotive Company*, 67 N. L. R. B. 1123.

¹⁷ *Matter of American Central Manufacturing Corporation*, 65 N. L. R. B. 342; *Matter of U. S. Electrical Motors*, 65 N. L. R. B. 1474; *Matter of Wagner Electric Corporation*, 67 N. L. R. B. 1104.

¹⁸ Overruling *Matter of Yale & Towne Mfg. Co.*, 60 N. L. R. B. 625, wherein the Board held that because of their managerial functions a unit of time-study employees was inappropriate.

¹⁹ See *Matter of Creamery Package Manufacturing Company (Lake Mills Plant)*, 34 N. L. R. B. 108; *Matter of Republic Steel Corporation, Union Drawn Steel Division*, 65 N. L. R. B. 31.

²⁰ Board Member Reilly did not participate in the *Ford* case, and subsequently dissented in *Matter of Brown & Sharpe Mfg. Co.*, 68 N. L. R. B. 487, insofar as the decision therein, applying the definitions laid down in the *Ford* case, found appropriate a separate unit of time-study employees. In dissenting, Mr. Reilly stated that time-study employees "play an essential role for management" and that he had "assumed the doctrine to be well established that time-study men were management representatives" and, as such, were not to be accorded bargaining rights under the Act. Member Reilly also dissented in *Matter of Electric Controller & Manufacturing Company*, 69 N. L. R. B. 1242; and *Matter of American President Lines, Ltd.*, 69 N. L. R. B. 1354, with regard to those portions of the decisions which refused to exclude from clerical units certain allegedly confidential clerks and secretaries because they did not fall within the "confidential" definition of the *Ford* case, stating that he did not agree with the limitation of the term "confidential" as adopted by the Board in the latter decision.

²¹ For other cases involving application of the managerial and confidential definitions adopted in the *Ford* case, see *Matter of Worthington Pumps and Machinery Corporation*, 66 N. L. R. B. 1351; *Matter of St. Louis Independent Packing Company*, 67 N. L. R. B. 543; *Matter of Luckenbach Steamship Company*, 67 N. L. R. B. 1171.

²² *Matter of Solar Manufacturing Corporation*, 65 N. L. R. B. 1366; *Matter of Craig Shipbuilding Company*, 65 N. L. R. B. 97; *Matter of Armour & Company*, 66 N. L. R. B. 355; Tenth Annual Report, pp. 34 and 35, footnotes 93 and 94.



THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: UNFAIR LABOR PRACTICE CASES

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

In the following general discussion there is presented a brief treatment of the more significant developments and trends in the unfair labor practice cases which the Board decided during the fiscal year ending June 30, 1946.¹

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

Previous Annual Reports have treated in considerable detail the diverse and manifold ways in which some employers have interfered with, restrained, and coerced their employees in violation of Section 8 (1) of the Act. During the past fiscal year, certain employers were found to have engaged in similar types of interference, restraint, and coercion, ranging in character from direct threats of economic reprisal, consisting of discharge, demotion, closing or removing the plant, and other adverse changes in working conditions, to more subtle acts of interference and intimidation such as interrogation of employees as to their union membership and surveillance of union activity. In other cases, charges of interference were dismissed by the Board. Illustrative of an extreme means employed to discourage self-organization is the case of one employer who, in the presence of his employees, spat upon and orally abused a union organizer.² Also

¹ Some important and interesting cases decided in the new fiscal year (between July 1 and August 27, 1946) are also included. Board Member Reynolds, who took office on August 27, 1946, did not participate in any decisions cited in this report. For specific decisions and details of established fundamental principles, see the individual volumes of the Board's Decisions and Orders (through volume 70) and previous Annual Reports.

² *Matter of Bryan Manufacturing Co.*, 68 N. L. R. B. 197.

violative of the Act was an employer's issuance of discharge notices to economic strikers as a tactical maneuver to coerce them to return to work.³ Some employers have used local citizens or civic organizations to frustrate self-organization among their employees.⁴

In a number of cases, the Board has applied its previously established policy in determining whether certain management rules, restricting or prohibiting union activity on company time or premises, constitute an unreasonable impediment to the right of self-organization.⁵ A rule prohibiting union solicitation on company property at any time, without the written permission of the superintendent, was found to be violative of the Act insofar as it applied to the employees' nonworking time.⁶ On the other hand, the Board held proper a no-solicitation rule covering department store employees, where it was not shown that the prohibition was applicable to union activity off the selling floors during the employees' nonworking time.⁷ But an employer is not privileged to prohibit union organizers from distributing union literature on the company's parking lots or on a street fronting the plant.⁸ Similarly, in a case involving a lumber camp, wherein the employees live as well as work, the Board found that an employer unreasonably interfered with employee self-organization by restricting the camp visits of union representatives to 1 night a week, by denying union representatives any access whatever to the camp bunkhouses, and by prohibiting at all times union solicitation by employees in the bunkhouses.⁹

As in prior years, many employers have invoked their constitutional right of free speech to defend various types of utterances and publications concerning employee self-organization. While each case is necessarily decided on its peculiar facts, certain general principles have been evolved by the Board in determining whether any given statement is privileged or whether such a statement amounts to interference, restraint, and coercion proscribed by the Act. Statements containing an actual, implied, or veiled threat of economic reprisal are coercive *per se* and are not privileged. A more difficult problem arises in connection with statements which on their face appear unobjectionable. In such a case the Board does not consider the statement in isolation, but appraises it in the light of the employer's entire course of conduct. Thus, an otherwise privileged statement may acquire a coercive character when accompanied by other unfair labor practices or when found to be an inseparable and integral part of a course of antiunion conduct, which in its "totality" amounts to coercion within the meaning of the Act.¹⁰

³ *Matter of Rockwood Stove Works*, 63 N. L. R. B. 1297.

⁴ *Matter of Salant & Salant, Inc.*, 66 N. L. R. B. 24; *Matter of Blue Ridge Shirt Manufacturing Co., Inc.*, 70 N. L. R. B. 500.

⁵ See Ninth Annual Report, p. 28, Tenth Annual Report, p. 38.

⁶ *Matter of Reliance Manufacturing Company of Hattiesburg, Mississippi*, 67 N. L. R. B. 515.

⁷ *Matter of The J. L. Hudson Company*, 67 N. L. R. B. 1403.

⁸ *Matter of United Aircraft Corporation, Pratt & Whitney Aircraft Division*, 67 N. L. R. B. 594; *Matter of Odenbach Shipbuilding Corp.*, 64 N. L. R. B. 1026; and *Matter of Armour Fertilizer Works, Division of Armour & Co.*, 69 N. L. R. B. 1.

⁹ *Matter of Lake Superior Lumber Corp.*, 70 N. L. R. B. 178.

¹⁰ See e. g., *Matter of Montgomery Ward & Co.*, 64 N. L. R. B. 432; *Matter of Kalamazoo Stationary Co.*, 66 N. L. R. B. 930; *Matter of Kopman-Woracek Shoe Mfg. Co.*, 66 N. L. R. B. 789; *Matter of Electrical Testing Laboratories, Inc.*, 65 N. L. R. B. 1239; *Matter of Wennonah Cotton Mills Co., Inc.*, 63 N. L. R. B. 143. For cases where the statements were found not coercive and were held privileged as free speech, see, e. g., *Matter of Libbey-Owens-Ford Glass Co.*, 63 N. L. R. B. 1; *Matter of The Ebco Mfg. Co.*, 67 N. L. R. B. 210; *Matter of Strathmore Packing House Co.*, 68 N. L. R. B. 214; *Matter of Philadelphia Gear Works, Inc.*, 69 N. L. R. B. 11.

In a very recent decision, *Matter of Clark Bros. Co., Inc.*, 70 N. L. R. B. 802, a majority of the Board held that an employer independently violated Section 8 (1) of the Act by compelling his employees during working hours to listen to a speech on self-organization. The rationale of this holding appears in the following excerpt from the majority opinion:

The Board has long recognized that "the rights guaranteed to employees by the Act include the full freedom to receive aid, advice, and information from others, concerning those rights and their enjoyment." Such freedom is meaningless, however, unless the employees are also free to determine whether or not to receive such aid, advice, and information. To force employees to receive such aid, advice, and information impairs that freedom; it is calculated to, and does, interfere with the selection of a representative of the *employees'* choice. And this is so, wholly apart from the fact that the speech itself may be privileged under the Constitution.

The compulsory audience was not, as the record shows, the only avenue available to the respondent for conveying to the employees its opinion on self-organization. It was not an inseparable part of the speech, any more than might be the act of a speaker in holding physically the person whom he addresses in order to assure his attention. The law may and does prevent such a use of force without denying the right to speak. Similarly we must perform our function of protecting employees against that use of the employer's economic power which is inherent in his ability to control their actions during working hours. Such use of his power is an independent circumstance, the nature and effect of which are to be independently appraised. We conclude, therefore, that the respondent exercised its superior economic power in coercing its employees to listen to speeches relating to their organizational activities, and thereby independently violated Section 8 (1) of the Act.

Board Member Reilly, however, was of the opinion that in the light of the decisions of the Second Circuit Court of Appeals in the *American Tube Bending* case,¹¹ this aspect of the employer's conduct in this respect was not violative of the Act.

In two cases¹² decided shortly after the close of the past fiscal year, the Board, following previously established principles,¹³ continued to hold that the grant of a closed-shop contract to one of two competing unions during the pendency of a representation proceeding before the Board, constituted interference, restraint, and coercion within the meaning of Section 8 (1) of the Act.¹⁴ In the *Flotill Products* and *Lincoln Packing* representation cases,¹⁵ the Board had set aside an election, but retained within its jurisdiction the determination of the question concerning representation, stating that

* * * the employers may not, pending a new election, give preferential treatment to any of the labor organizations involved, although they may recognize each one as the representative of its members. In this state of the record, no legal effect may be given the closed-shop provision contained in the current collective agreements after their expiration date; the inclusion of any such provision in any new agreements, or action pursuant thereto, would clearly be contrary to the proviso in Section 8 (3) * * *

¹¹ *N. L. R. B. v. American Tube Bending Co.*, 134 F. (2d) 993 (C. C. A. 2), cert. denied 320 U. S. 768, reversing 44 N. L. R. B. 121.

¹² *Matter of Flotill Products, Inc.*, 70 N. L. R. B. 119; *Matter of Lincoln Packing Company*, 70 N. L. R. B. 135.

¹³ *Matter of Midwest Piping & Supply Co., Inc.*, 63 N. L. R. B. 1060; Tenth Annual Report, p. 38.

¹⁴ But cf. *Matter of Con P. Curran Printing Company*, 67 N. L. R. B. 1419, where, in a representation proceeding, the Board held that an election was barred by the execution of a contract with a certified union during the certification year and while a petition for certification, filed by a rival union, was pending before the Board.

¹⁵ *Matter of Bercut-Richards Packing Company, et al.*, 65 N. L. R. B. 1052.

The employer in each case, nevertheless, thereafter executed a closed-shop contract with one of the two competing unions. In holding that the employers had violated the Act, the Board pointed out that its decision "is an application of basic principles which the courts have recognized and further established"; that "the Supreme Court had taken note of the fact that premature recognition of one of several competing unions contributes potent assistance"; and that "where the grant of a closed-shop contract to the union thus favored is also made, full freedom of later choice is rendered well-nigh impossible."

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

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

The considerations which led the Board in finding violations of this section during the past fiscal year are in the main similar to those which have been set forth in previous Annual Reports.¹⁶ Among the types of employer conduct considered by the Board as relevant to a determination of whether a labor organization is employer dominated or supported are suggestions that an employee organization be formed, active participation by supervisory employees in the formation and policy making of a labor organization, advising and permitting an organization to conduct its activities on the employer's time and property, sponsoring a party to persuade the employees to form an inside organization, making statements to employees in favor of the inside organization and opposing an outside union, and according recognition to an inside organization on a mere check of its membership cards against the employer's pay roll while simultaneously refusing to recognize an affiliated union unless certified by the Board.¹⁷

Other types of cases arising under this section involved the question of whether an alleged successor to an old employer-dominated labor organization had freed itself of the taint of illegality of its predecessor.¹⁸ As in previous fiscal years, the Board considered controlling in such cases a determination, on the facts of each case, of whether the effects of the employer's domination of the earlier organization was effectively dissipated prior to the formation of the alleged successor organization, so that the employees who joined the successor or designated it as their bargaining representative were able to exercise a free choice.

¹⁶ See for example, Third Annual Report, pp. 108-126; Fourth Annual Report, pp. 69-73; Fifth Annual Report, pp. 49-53; Sixth Annual Report, pp. 51-54.

¹⁷ *Matter of H. J. Daniels Poultry Co.*, 65 N. L. R. B. 689; *Matter of Brown Co.*, 65 N. L. R. B. 208; *Matter of Electrical Testing Laboratories*, 65 N. L. R. B. 1239; *Matter of Kropp Forge Company*, 68 N. L. R. B. 617; *Matter of Neptune Meter Company*, 66 N. L. R. B. 292; *Matter of Oval Wood Dish Corp.*, 62 N. L. R. B. 1129; *Matter of Industrial Metal Fabricators, Inc.*, 67 N. L. R. B. 270; *Matter of Jas. H. Matthews & Company*, 63 N. L. R. B. 273, en'f'd in this respect, 156 F. (2d) 706 (C. C. A. 3).

¹⁸ See, e. g., *Matter of Tappan Stove Company*, 66 N. L. R. B. 759; *Matter of Neptune Meter Company*, 66 N. L. R. B. 292.

During the past fiscal year, the Board has again had occasion to decide several cases involving the question of interference by an employer with a labor organization, the extent or degree of the interference falling short of domination or support within the meaning of Section 8 (2) of the Act. In this type of case, as distinguished from the usual case of domination or support of a labor organization in which the illegal organization is ordered disestablished, the Board has merely held that such assistance by an employer constituted interference, restraint, and coercion within the meaning of Section 8 (1) of the Act. The Board's order in such cases does not require the disestablishment of the organization, but merely directs the employer to withdraw and withhold recognition of the assisted organization unless and until it is certified as collective bargaining representative by the Board.¹⁹

Under the Act, however, employers' assistance, domination, or support is banned only when given to a "labor organization," which is defined in the Act as any organization in which the employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment. Thus, during the fiscal year 1946 the Board has held, on the facts of each case, that a grievance committee, a labor-management committee, and a manufacturing board were labor organizations within the meaning of the Act and functioned as such organizations.²⁰

ENCOURAGING OR DISCOURAGING MEMBERSHIP IN A LABOR ORGANIZATION BY DISCRIMINATION

Under Section 8 (3) of the Act, it is an unfair labor practice to encourage or discourage membership in any labor organization by discriminating in regard to hire or tenure of employment or any term or condition of employment, except in the case of a closed-shop or similar type of contract which meets the conditions prescribed in that section. The Board, following its practice in the past, has been careful to administer this section so as not to interfere with the normal exercise by an employer of his right to select, discharge, lay off, transfer, promote, or demote his employees for any reasons other than those proscribed by the Act.

Many of the cases decided by the Board under Section 8 (3) during the 1946 fiscal year involved the application of previously established principles. The cases arising under this section required the Board to determine whether an employee was treated discriminatorily because of his membership in or activities in behalf of a labor organization. Discrimination proscribed by the Act has taken various forms, the most common of which were discharge, lay off, and refusal of reinstatement. Other types of employer conduct found to be discriminatory within the meaning of the Act were discontinuance of overtime work,²¹ deprivation of bonuses,²² transfer of employees from

¹⁹ See, e. g., *Matter of Norfolk Southern Bus Corporation*, 66 N. L. R. B. 1165; *Matter of J. C. Spach Wagon Works, Inc.*, 65 N. L. R. B. 1169; *Matter of Scullin Steel Company*, 65 N. L. R. B. 1294.

²⁰ *Matter of Norfolk Southern Bus Corporation*, 66 N. L. R. B. 1165; *Matter of Industrial Metal Fabricators, Inc.*, 67 N. L. R. B. 270; *Matter of Jas. H. Matthews & Company*, 63 N. L. R. B. 273, en'd in this respect, 156 F. (2d) 706 (C. C. A. 3).

²¹ *Matter of Winona Textile Mills*, 68 N. L. R. B. 702

²² *Matter of Sullivan Dry Dock & Repair Corporation*, 67 N. L. R. B. 627.

salary to hourly pay rolls,²³ and refusal to return employees to their original jobs upon completion of temporary assignments.²⁴

As in prior fiscal years, a majority of the Board continued to draw no distinction between cases of actual discharge by an employer and situations where the employee is constructively discharged by being discharged for refusing to accept a discriminatory transfer or by being discriminatorily transferred to work which he refuses to perform and therefore quits.²⁵ The Board also found violative of Section 8 (3) the reinstatement of an employee upon condition that he waive rights guaranteed by Section 7 of the Act,²⁶ or upon condition that the reinstated employee obtain from a relative a statement that the latter had never submitted an affidavit with regard to a pending unfair labor practice charge filed against the same employer.²⁷

Discrimination against employees for engaging in certain types of union activity is also proscribed by this section of the Act. Thus, the Board has had occasion to reiterate the previously well-settled principle that employees may not be discriminated against because they have presented grievances in behalf of other employees²⁸ or represented a group of employees in negotiations with the employer.²⁹ The same principle was also applied to supervisory employees organized in an unaffiliated union of supervisors.³⁰ In another case, the Board held that an employee member of a union grievance committee was within her statutory rights in refusing to comply with the employer's order to come alone to his office to discuss a matter concerning which the employer had already dealt with the committee as the exclusive bargaining representative, and in insisting that the matter be taken up with the entire committee. Discharge of the employee for refusing to obey this order therefore violated Section 8 (3).³¹ Nor may an employer discriminate against an employee because, as an editor of a union bulletin, he has participated in the publication of unintentional misstatements concerning wage rates of the employer's competitors.³² Similarly, the discharge of an employee because he sought the aid of the union in procuring back wages to which he believed himself entitled under a prior Board decision was violative of Section 8 (3); as the Board stated, implicit in the rights guaranteed by the Act, is the right of employees to utilize unions in assisting them in controversies with their employers over terms and conditions of employment and for their mutual aid and protection.³³

During the past fiscal year, a number of cases were decided involving the application of Section 8 (3) to supervisory employees. A ma-

²³ *Matter of Bendix Aviation Corp. (Eclipse-Pioneer Division)*, 67 N. L. R. B. 289.

²⁴ *Matter of Prigg Boat Works*, 69 N. L. R. B. 97.

²⁵ *Matter of Henry Moss & Company*, 65 N. L. R. B. 118; *Matter of Kopman-Woracek Shoe Mfg. Co.*, 66 N. L. R. B. 789; *Matter of United Aircraft Corporation, Pratt & Whitney Aircraft Division*, 67 N. L. R. B. 594; *Matter of Kalamazoo Coaches, Inc.*, 66 N. L. R. B. 171, cf., however *Matter of Brown Shipbuilding Co.*, 66 N. L. R. B. 1047; *Matter of Paul F. Vokal d/b/a Special Tools and Machinery Company*, 64 N. L. R. B. 1437; *Matter of St Joseph Lead Company*, 65 N. L. R. B. 439. Board Member Reilly dissented in the constructive discharge cases, but only insofar as the Board's order awarded full back pay to the employees involved. He was of the opinion that an employee's proper course of action in such cases would have been to comply with the transfer and then to file charges invoking his administrative remedies under the Act.

²⁶ *Matter of Goodyear Aircraft Corporation*, 63 N. L. R. B. 1340.

²⁷ *Matter of Wire Rope Corp. of America, Inc.*, 62 N. L. R. B. 380.

²⁸ *Matter of The J. L. Hudson Co.*, 67 N. L. R. B. 1403.

²⁹ *Matter of Wright-Hibbard Industrial Electric Truck Co., Inc.*, 67 N. L. R. B. 897.

³⁰ *Matter of American Steel Foundries, Indiana Harbor Works*, 67 N. L. R. B. 27.

³¹ *Matter of Ross Gear & Tool Company*, 63 N. L. R. B. 1012.

³² *Matter of Illinois Tool Works*, 61 N. L. R. B. 1129, enfd 153 F. (2d) 811 (C. C. A. 7).

³³ *Matter of Laredo Daily Times*, 64 N. L. R. B. 1191.

majority of the Board has held that an employer violates the Act by discharging supervisory employees because of their membership and activities in an unaffiliated labor organization composed exclusively of supervisory personnel.³⁴ And this is so even where the labor organization is affiliated with a rank and file organization.³⁵ In *Matter of Climax Engineering Company, Division of General Finance Corporation*, 66 N. L. R. B. 1359, the employer demoted two supervisory employees to nonsupervisory positions for refusing to resign from a rank and file union in which they retained their membership after becoming supervisory employees, because of their desire to enjoy certain union benefits (e. g., insurance and death benefits) and to enable them to qualify for work in other plants should the occasion arise. A majority of the Board concluded that "supervisory employees may retain their membership in a rank and file union for such purposes without thereby impinging upon the self-organizational rights of their subordinates or upon the neutrality of that employer." Pointing out, however, that it would have been appropriate for the employer to have required the supervisory employees to refrain, upon penalty of demotion, from engaging in unneutral activities, such as the wearing of rank and file buttons in the plant, the majority held that this employer's conduct violated the Act because it was motivated, not by any desire to preserve its neutrality, but by opposition to the mere retention of membership in the union by its supervisory employees. Board Member Reilly agreed "with the reasoning of my colleagues in reaching their decision in this case," but stated that "the evidence presented impels me to a different view of the facts." Mr. Reilly was of the view that "it cannot be said that the respondent's action in demoting them was for reasons other than the protection of his neutrality." In *Matter of Wells, Inc.*, 68 N. L. R. B. 545, a foreman, who was a trustee and a shop steward of a rank and file union, requested either a raise or a demotion to a nonsupervisory position; the employer refused the raise and discharged the foreman on the alleged ground that the demotion was impractical. A majority of the Board concluded that the discharge was made under circumstances which suggested no motivation other than hostility to the union, that such a discharge operated as a warning to all employees of the danger attached to union affiliation and hence generally discouraged union membership, and that consequently the employer's conduct was violative of Section 8 (3). Board Member Reilly dissented on the grounds (1) that the record did not support the conclusion that the discharge was motivated by the employer's opposition to the union and (2) that the discharge was warranted because the foreman had engaged in conduct proscribed by the Act.

The Act protects employees in the exercise of their right to engage in concerted activities. During the past fiscal year, a number of cases arose in which the concerted activity consisted of participation in a strike. If employees strike for economic reasons and not because

³⁴ *Matter of B. F. Goodrich Company*, 64 N. L. R. B. 1303. Board Member Reilly dissented in this case, believing that the facts supported the company's position that the discharge was not discriminatorily motivated but was for disciplinary reasons.

³⁵ *Matter of Eastern Gas & Fuel Associates*, 68 N. L. R. B. 324. Board Member Reilly dissented because he was of the view that the Act does not accord protection to supervisors who belong to labor organizations which are affiliated with rank and file organizations.

of any unfair labor practice by their employer, the latter may replace them in order to carry on his business, and the strikers thereafter have no absolute right of reinstatement to their former jobs. After the termination of such a strike, however, the employer may not refuse to reinstate or reemploy the striker solely because of their participation in the strike.³⁶ However, the striker's request for reinstatement must be unequivocal and not conditional upon action to be taken by the employer, as for example, upon the employer's cessation of its unfair labor practices against other employees.³⁷ In one case, the Board found that an employer had violated the Act by failing to recall economic strikers before hiring new employees, contrary to its promise to recall them when work was available.³⁸ In another case, the Board held that employees who refused to process orders received from a branch plant where a strike was in progress, were engaged in lawful concerted activities and assumed a position analogous to that of economic strikers, and that although the employer had a right to insist that the employees perform their work or leave the plant, the employer violated Section 8 (3) when, prior to their replacement, he refused to reinstate them upon their unconditional application.³⁹ Similarly, in still another case, the Board held that a discriminatorily discharged employee who refused the employer's offer of reinstatement conditioned upon her prompt acceptance and compliance with the employer's plant rules which included a discriminatory no-solicitation rule, assumed the status of a striker.⁴⁰ And in *Matter of Moanalua Dairy, Ltd.*, 65 N. L. R. B. 714, an employer's discontinuance of deliveries after employees went on strike, in the light of newspaper announcement that this change in operations was effected because of the "irresponsibility" of the drivers in striking, was held by the Board to constitute a lock-out of the drivers in violation of Section 8 (3).

Strikers, however, are not in all cases entitled to the full protection of the Act. Thus, in one case,⁴¹ the employer's refusal to reinstate economic strikers was held to be justified because the strike was in violation of a no-strike provision contained in a valid and subsisting exclusive bargaining contract between the employer and the statutory bargaining representative. The contract contained provisions with respect to wages and provided orderly methods for settling grievances and other disputes, the employer had not breached the contract, and it was admitted that the strike was not caused by any unfair labor practices and that the strikers were not refused reinstatement because of their membership in either of the charging unions.

Matter of Carey Salt Company, 70 N. L. R. B. 1099, the Board (Chairman Herzog and Board Member Houston participating) held that the discharge of an employee for having engaged in a sit-down strike, after the employer had agreed to reinstate him together with the other strikers and had in fact restored him to his employee status, was violative of the Act. In view, however, of the employee's misconduct in participating in the sit-down strike, the Chairman would limit

³⁶ *Matter of General Motors Corporation*, 67 N. L. R. B. 965.

³⁷ *Matter of Foote and Davies*, 66 N. L. R. B. 416.

³⁸ *Matter of Fairmont Creamery Co.*, 64 N. L. R. B. 824.

³⁹ *Matter of Montgomery Ward & Co., Inc.*, 64 N. L. R. B. 432.

⁴⁰ *Matter of Morris Harris and Anna Harris, co-partners, d/b/a Union Manufacturing Co.*, 63 N. L. R. B. 254. No back pay was ordered.

⁴¹ *Matter of Scullin Steel Company*, 65 N. L. R. B. 1294.

the remedy in this case to reinstatement. Board Member Houston would also award back pay.

Although the typical case under Section 8 (3) concerns discrimination because of an employee's affiliation with a union, there have been situations where an individual's continued employment is conditioned upon his joining a specific union. The imposition of such a condition, in the absence of a closed-shop or similar type of contract which fulfills the requirements set forth in the proviso to Section 8 (3), has been held to be tantamount to a discharge and violative of the Act.⁴² A clause which contains neither an express requirement that employees become members of the contracting union nor an express requirement that they remain members of the contracting union during the life of the contract, does not constitute a closed-shop contract within the meaning of Section 8 (3), so as to serve as a valid defense to a discharge of an employee for nonmembership in the contracting union.⁴³ In another case, a majority of the Board held that a certain cooperation clause⁴⁴ in a contract is "uncertain in operation, subject to the caprice of the respondent, and quite apparently not the type of arrangement contemplated by the Congress and specified in the proviso."⁴⁵ Nor is a retroactive maintenance-of-membership clause within the protection of the proviso to Section 8 (3) so as to serve as a valid defense to a discharge of employees who did not maintain their membership in the contracting union during the retroactive period.⁴⁶ And the mere fact that an employer has continued to give effect to an expired maintenance-of-membership or closed-shop contract, does not *per se* constitute an oral extension of the contract which justifies the discharge of nonmembers.⁴⁷

Contracts which on their face meet the conditions prescribed in the proviso to Section 8 (3) still may not, under certain circumstances, validate discharges made pursuant thereto. Thus, adhering to well-established principles,⁴⁸ the Board has held that the discharge of an employee who had been expelled from membership in a union which had a union-shop contract, with knowledge by the employer that the expulsion was due to the fact that the employee had acted as an observer for a rival union in an election conducted by the Board, was violative of Section 8 (3), even though the employer believed in good faith, though mistakenly, that the terms of the contract required it to accede to the contracting union's demand for the employee's discharge.⁴⁹ The Board has also held violative of the Act the discharge of an employee pursuant to an oral extension of a prior valid maintenance-of-membership agreement, where the employer knew that the

⁴² *Matter of W. C. and Agnes Graham d/b/a Graham Ship Repair Co.*, 63 N. L. R. B. 842.

⁴³ *Matter of The Iron Fireman Manufacturing Company*, 69 N. L. R. B. 19. The contract contained the following clause: "all new employees who are employed by the employer shall be given a trial period of 30 days or less. If found satisfactory at the expiration of 30 days, they shall make application to join the Union."

⁴⁴ The clause provides as follows: "The company agrees to continue the present practice of cooperating with the union to the best interests of all parties." *Matter of Pittsburgh Plate Glass Company (Columbia Chemical Division)*, 66 N. L. R. B. 1083.

⁴⁵ Member Houston dissented on the ground that the "undisputed testimony as to the history of labor relations at this and other plants of the company which operate under the cooperation clause, in my judgment, emphatically refutes the notion that there is such a lack of certainty and definiteness in the obligations of the company as to render its agreement invalid under the proviso."

⁴⁶ *Matter of Colonie Fibre Company, Inc.*, 69 N. L. R. B. 589.

⁴⁷ *Matter of Aluminum Company of America, Lafayette Works*, 68 N. L. R. B. 750; *Matter of Phelps Dodge Copper Products Corp.*, 63 N. L. R. B. 686.

⁴⁸ See Eighth Annual Report, p. 34.

⁴⁹ *Matter of Portland Lumber Mills*, 64 N. L. R. B. 159.

employee had been expelled from membership in the contracting union before the contract was orally extended because of his activities on behalf of a rival union during the period surrounding a Board-directed election, and where the employer also knew at the time it orally extended the contract that the contracting union would use the contract to secure the employee's discharge because of his prior activity on behalf of the rival organization.⁵⁰ However, this doctrine has been applied by the Board *only* where the record showed (1) that the employer had knowledge of the fact that the contracting union had expelled the discharged employee because of activities on behalf of a rival labor organization⁵¹ and (2) that the union activity which motivated the expulsion from the contracting union was primarily designed to secure for the employees an opportunity, at an appropriate time, to exercise their right to change their collective bargaining representative for the next contractual period.⁵²

DISCRIMINATION FOR FILING CHARGES OR TESTIFYING UNDER THE ACT

Cases under Section 8 (4) of the Act, which 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 the Act, continue to constitute a very minor part of the Board's work. Such cases are often associated with charges of violation of Section 8 (3). In one of the few cases which arose under this section during the fiscal year 1946, the Board held that the Act was violated by an employer's conduct in reprimanding an employee because the union had filed a charge in his behalf and in refusing to permit the employee to return to work until the matter had been "straightened out."⁵³ The fact that the charge was filed by the union, rather than by the employee, and was without merit, was held to be immaterial.

REFUSING TO BARGAIN COLLECTIVELY

It is an unfair labor practice under Section 8 (5) of the Act for an employer to refuse to bargain collectively with the representatives designated or selected by a majority of the employees in an appropriate collective bargaining unit.

An employer does not violate this section of the Act unless the union was designated as bargaining representative by a majority of the employees in an appropriate unit at the time of the refusal to bar-

⁵⁰ *Matter of Cliffs Dow Chemical Company*, 64 N. L. R. B. 1419; *Matter of Eureka Vacuum Cleaner Company*, 69 N. L. R. B. 878.

⁵¹ *Matter of Diamond T Motor Car Company*, 64 N. L. R. B. 1225; *Matter of Spicer Manufacturing Corporation*, 70 N. L. R. B. 41; *Matter of Rheem Manufacturing Company*, 70 N. L. R. B. 57; *Matter of Colgate-Palmolive-Peet Company*, 70 N. L. R. B. 1202; *Matter of Eureka Vacuum Cleaner Company*, 69 N. L. R. B. 878; *Matter of Portland Lumber Mills*, 64 N. L. R. B. 159.

⁵² *Ibid.* *Matter of Southwestern Portland Cement Company*, 65 N. L. R. B. 1. In this case the discharge of an employee pursuant to a valid closed-shop contract was held not violative of the Act although the employer knew that the contracting union had expelled the employee for activities on behalf of a rival labor organization, where the employee's activities (1) occurred more than 8 months before the expiration of the contract, (2) were "not primarily designed" as a campaign for a rival union for the "next contractual period," (3) "suggested an attempt to bring about a change in the bargaining representative before the end of the contract term, and (4) "might well have undermined the status of the existing bargaining representative in the middle of the contract term."

⁵³ *Matter of Burnside Steel Foundry Company*, 69 N. L. R. B. 128.

gain.⁵⁴ Where an election is held to determine the employees' choice of a bargaining representative, the Board has continued to hold that, so long as a representative proportion of the eligible voters participate, the results are to be determined by the expressed wishes of a majority of those voting, even though they may occasionally represent less than a majority in the total of eligible voters.⁵⁵

Where, after appropriate proceedings under the Act, a union has been certified by the Board or its Regional Director as the statutory bargaining representative of a unit of employees, its status as such representative continues thereafter for a reasonable period, normally 1 year, in the absence of unusual circumstances.⁵⁶ While a year has frequently been regarded as a reasonable period in which such certification remains effective, deviations from such period have been recognized under certain circumstances, as where the consummation of bargaining was delayed by the fact that a dispute had been submitted to the National War Labor Board. Thus, in *Matter of Gatke Corporation*, 69 N. L. R. B. 333, the employer refused to recognize a union certified approximately 2 years earlier, on the alleged ground that it no longer represented a majority of the employees. The Board held that the union was entitled, under the principles laid down in *Matter of Allis-Chalmers*, 50 N. L. R. B. 306, to continued recognition although a considerable period had elapsed since its certification, inasmuch as the union, while exercising due diligence, had been unable to secure for the employees in the unit the full benefits of collective bargaining because of proper resort to the orderly processes of the National War Labor Board.⁵⁷ The Board has continued to hold that a certification of a union as exclusive bargaining representative of certain employees in an appropriate unit remains effective notwithstanding a subsequent change in management and ownership, where no substantial changes have been made in the operation of the business or in its personnel.⁵⁸ Where the employer's refusal to bargain follows a certification in a representation proceeding, the majority status of the union is not normally an issue in a complaint proceeding involving a charge of refusal to bargain, unless the employer offers evidence which is not cumulative and was not available at the time of the representation proceeding. Thus, in *Matter of Norfolk Southern Bus Corporation*, 66 N. L. R. B. 1165, the Board rejected the employer's

⁵⁴ See, for example, the Eighth, Ninth and Tenth Annual Reports of the Board, pp. 35, 45, and 46, respectively. In *Matter of Barlow-Maney Laboratories*, 65 N. L. R. B. 928, a majority of the Board held, Board Member Houston dissenting, that the employer is under no obligation to bargain in the event that the union does not represent a majority in the unit that the union requested the employer to recognize as appropriate, even though the union represented a majority of the employees in a different unit which the Board might regard as appropriate for bargaining purposes.

⁵⁵ *Matter of Tampa Shipbuilding Corporation*, 67 N. L. R. B. 1359. It should be noted, however, that during the fiscal year 83 percent of the eligible voters actually participated in Board elections.

⁵⁶ See the Eighth, Ninth, and Tenth Annual Reports of the Board, pp. 35, 28, and 46, respectively. *Matter of Wilson & Co.*, 67 N. L. R. B. 662; *Matter of Simmons Engineering Co.*, 65 N. L. R. B. 1375.

⁵⁷ In a later representation case, where the entire executive committee of a local union had voted to affiliate with a rival union and the local's membership had ratified the action almost unanimously approximately 3 months after certification of the local, the Board held that the certification was rendered ineffective as a bar to a new determination of representatives by such "collective, formalized efforts" on the part of the employees. *Matter of Carson Price Scott & Co.*, 69 N. L. R. B. 935.

⁵⁸ *Matter of Ben Samuels d/b/a National Bag Co.*, 65 N. L. R. B. 1078; *Matter of Simmons Engineering Co.*, 65 N. L. R. B. 1373.

offer of proof that the union had by coercion and false representation forced the employees to vote for it at an election, inasmuch as the employer had made such a charge in objections to the conduct of the election in the representation case and had then produced no evidence to support the charge. However, in *Matter of Midland Steamship Line, Inc.*, 66 N. L. R. B. 836, the Board, Member Houston dissenting, in a complaint proceeding involving a charge of refusal to bargain, reviewed its prior determination in a representation proceeding, in view of the fact that such determination had been based on a misinterpretation of certain court decisions; upon reconsideration of essentially the same record. The Board found that a voter in an election was no longer an "employee" when he cast his ballot.

The union's majority status may also be established by a cross check of its authorization or membership cards against the employer's pay roll. In that event, the Board will accord the same weight to such a majority status as to one established by an election, only if use has been made of the Board procedure, now in vogue, providing for the posting of notices in the plant by the Regional Director, announcing the result of the cross check and giving any interested party an opportunity to object.⁵⁹ Where the union fails to establish its majority status in an election, it cannot thereafter rely on its prior majority card showing unless the union's loss of majority was attributable to the employer's unfair labor practices.⁶⁰ Memberships under a maintenance-of-membership contract are valid under certain circumstances in the computation of a union's majority status, unless the evidence discloses that such authorizations were unlawfully obtained.⁶¹ The Board has continued to hold that membership in a union is not a requirement to the designation by employees of a bargaining representative.⁶² Signed memberships or applications for membership in a union imply authority to bargain and thus may be counted as valid designations of the union as bargaining representative, even though the cards contain no express designation of the union as bargaining agent and even though the employee signers did not become members of or pay their entire initiation fee to the union.⁶³ The Board has also held that the testimony of a signer of an application card as to his subjective state of mind at the time of signing cannot operate to overcome the effect of his overt act in having signed the card.⁶⁴ And, in upholding a Regional Director's ruling that a ballot, cast in a consent election, which was signed on the "No" side should not be counted, the Board also held that the defect in the ballot was not cured by the voter's sub-

⁵⁹ *Matter of Joe Hearin Lumber*, 68 N. L. R. B. 150.

⁶⁰ *Matter of Hartford Courant Company*, 64 N. L. R. B. 213.

⁶¹ In *Matter of Consumers Lumber & Veneer Co.*, 63 N. L. R. B. 17, the union's majority status, established originally by a cross check a year and 6 months before the hearing, was held adequate to sustain a refusal to bargain charge, where a majority of the employees had continued to have dues checked off pursuant to a maintenance-of-membership contract and where any loss of majority which may have occurred was considered attributable to the employer's unfair labor practices which continued through the term of the union's contract and following its expiration. See also, *Matter of Pure Oil Company*, 62 N. L. R. B. 1039.

⁶² *Matter of Gatke Corporation*, 69 N. L. R. B. 333.

⁶³ *Matter of Consolidated Machine Tool Corporation*, 67 N. L. R. B. 737. But employees who paid dues to a union before its affiliation with another labor organization and who failed to pay dues or sign a membership application after affiliation were not counted in determining the majority status of the affiliated union, where it appeared that some employees were opposed to affiliation and that the employees in question, unlike others in a similar category, failed to indicate in any objective manner their adherence to the affiliated union. *Matter of Chase National Bank of City of New York, San Juan, Puerto Rico Branch*, 63 N. L. R. B. 656.

⁶⁴ *Matter of Consolidated Machine Tool Corporation*, 67 N. L. R. B. 737.

sequent testimony in a complaint proceeding, involving a charge of refusal to bargain, that he intended to vote against the union.⁶⁵ In another case, nine employees instructed a fellow employee, to whom they had entrusted their union authorization cards for delivery to the union, to delay delivery of the cards until the next union meeting. The union meeting was never actually held, but the cards were delivered to the union despite these instructions, without protest or any other action on the part of the nine employees. The Board held that this course of action constituted an effective designation of the union as their collective bargaining representative.⁶⁶ But in *Matter of Bird Machine Company*, 65 N. L. R. B. 311, a proceeding involving a charge of refusal to bargain under Section 8 (5) of the Act, the Board rejected, for purposes of determining the majority status of a union, authorization cards executed in the handwriting of the employees but bearing no signature, where the record did not establish that the employees named in the unsigned cards intended by the cards to authorize the union to represent them. In the same case, the Board held that oral promises to vote for a union in an election do not constitute designations of the union as bargaining representative within the meaning of the Act. In another case, applicants, who had been promised employment as liquor salesmen but had not obtained licenses as required by State law and did not begin to work until after the employer's refusal to bargain with the union, were held not to have employee status for the purpose of determining the union's majority status at the time of the refusal.⁶⁷ In *Matter of Midland Steamship Line, Inc.*, 66 N. L. R. B. 836, a majority of the Board held, Member Houston dissenting, that the vote of a seaman, who had notified the first mate of the seaman's intention to quit as soon as the ship reached port, who had stood his last watch for the employer on the day before a Board election, who was free to leave the ship as soon as it docked, and whose subsequent conduct showed that he had not deviated from his expressed intention, could not be counted in computing the union's majority status inasmuch as he had quit his employment before casting his ballot. In *Matter of Wells, Inc.*, 68 N. L. R. B. 545, the Board dismissed a complaint, alleging a refusal to bargain, on the ground that the union's majority was procured with the direct and open assistance of a foreman and thus did not represent the free will of the employees.

The Board has continued to hold that once a union's majority status has been properly established, it may not be impaired because of defections caused by the employer's unfair labor practices.⁶⁸ This is so, even though such defections occur in the interval between the union's request to bargain and the employer's refusal to accede to the request.⁶⁹

In addition to making a determination that the union represents a majority of the employees, the Board must also determine whether the unit, in which the union represents such a majority, is appropriate for purposes of collective bargaining before it may hold that the employer has violated Section 8 (5) of the Act. An employer may

⁶⁵ *Matter of Semi-Steel Casting Co.*, 66 N. L. R. B. 713.

⁶⁶ *Matter of Schramm & Schmieg Co.* 67 N. L. R. B. 980.

⁶⁷ *Matter of John S. Doane Company*, 63 N. L. R. B. 1403.

⁶⁸ *Matter of Wilson & Company*, 67 N. L. R. B. 662; *Matter of Pacific Plastic & Mfg. Co.*, 68 N. L. R. B. 52; *Matter of Arnolt Motor Company and S. H. Arnolt, d/b/a Atlas Steel and Tube Co.*, 68 N. L. R. B. 868.

⁶⁹ *Matter of A. J. Showalter Company*, 64 N. L. R. B. 573.

not justify his refusal to bargain with a union on the ground that he has a contract with another labor organization, where the contract covers an inappropriate bargaining unit.⁷⁰

As in the case of majority status, the appropriateness of the unit is not an issue where the employer's refusal to bargain follows a certification in a representation proceeding, unless the employer offers evidence which was not available at the time of the representation proceeding.⁷¹ Also, as in the case of majority status, the certification raises a presumption of the continued appropriateness of the unit even with respect to a bona fide vendee, and this presumption is not rebutted by the submission to the vendee, a few months after issuance of the certification, of authorization cards designating another bargaining representative, where the evidence shows no substantial changes as to personnel or unit in the operation of the enterprise.⁷² Similarly, an employer's contention that certain changes in ownership and operation of the two companies involved rendered inappropriate the unit which the Board had previously found appropriate, was rejected upon a finding that the changes in ownership and operation of the two companies were not sufficiently material to render the unit inappropriate.⁷³

In *Matter of Packard Motor Car Company*, 64 N. R. L. B. 1212, en'f'd. 157 F. (2d) 80 (C. C. A. 6), a majority of the Board for the first time issued an order directing an employer to bargain with an unaffiliated union on behalf of a unit consisting wholly of supervisors, having previously determined that supervisors are employees entitled to protection of the right to bargain collectively and having found such a unit appropriate in a representation proceeding. Board Member Reilly dissented, as he had in the representation case, on the ground that the majority's decision would bring confusion into the identity of management and that the supervisors' union might be closely aligned with the union of production workers, thereby creating divergent loyalties.

The Board has also found violative of the Act an employer's refusal to bargain with a union on behalf of guards or plant-protection employees. In *Matter of Tampa Shipbuilding Company*, 67 N. L. R. B. 1359, the Board rejected the employer's contentions that deputized guards were not its employees and did not constitute even a separate appropriate unit because they acted as an armed force protecting a war industry. In *Matter of Wilson & Co.*, 67 N. L. R. B. 662, the Board rejected contentions of an employer (1) that a union cannot represent plant-protection employees because it represents rank and file employees; (2) that plant-protection employees are representatives of management and hence cannot constitute an appropriate unit; and (3) that the deputized status of plant-protection employees renders a unit of such employees inappropriate. The Board held in that case that demilitarization of plant-protection employees after certification by the Board did not affect the basic reasons for establishing them as a separate bargaining unit, inasmuch as the guards retained monitorial function.⁷⁴

⁷⁰ *Matter of Graham Ship Repair Company*, 63 N. L. R. B. 842.

⁷¹ *Matter of Swift & Co.*, 63 N. L. R. B. 718.

⁷² *Matter of Simmons Engineering Co.*, 65 N. L. R. B. 1373.

⁷³ *Matter of Arnolt Motor Co. and S. H. Arnolt d/b/a Atlas Steel and Tube Co.*, 68 N. L. R. B. 868.

⁷⁴ For other factors considered by the Board in unit determinations, see the chapter in representation cases in this and other Annual Reports.

Having determined that a union represents a majority of employees in an appropriate unit, the Board must then decide whether the employer's conduct constituted a refusal to bargain. The duty to bargain collectively arises when a proper request to negotiate is made by the union.⁷⁵ Thus, a request over the telephone to discuss recognition and contract terms by a union representative, who had identified himself and made known the employees' affiliation with the union, constitutes a proper request to bargain within the meaning of Section 8 (5) of the Act.⁷⁶ In another case, the Board dismissed a charge of refusal to bargain on the ground that, under the circumstances, the relations of the union with the employer never reached a point at which the employer's good faith could be put to a test, inasmuch as the union did not go far enough in either pressing a demand for recognition or bringing its majority status to the attention of the proper company officials.⁷⁷

Normally an unlawful refusal to bargain does not consist of an outright refusal. Thus, in *Matter of Prigg Boat Works*, 69 N. L. R. B. 97, the employer's refusal to bargain consisted of a course of conduct in which he (1) insisted upon delaying an election in the hope that before the election he might be able to announce the National War Labor Board's approval of his request for permission to grant a wage increase and, upon failing to receive official notification by the morning of the election, relied upon a telephone call and told the employees that they were to get the raise; (2) discharged a group of union members 3 days before the election; (3) insisted upon remaining at the polls during the election, thereby causing its cancellation; and (4) engaged in other conduct at the polls which made it clear to the employees that the employer was determined not to recognize or bargain with the union.

Often the problem of whether there has been a refusal to bargain presents the issue of whether the employer has endeavored in good faith to reach an understanding as to terms and conditions of employment in his dealings with the employees' bargaining representative. An employer has been held not to have bargained in good faith with a certified union during the terms of its existing contract by engaging in "mere surface bargaining," evidenced by conduct which included (1) periodic expressions of resentment, irritation, and petty retaliation, and instances of obstinacy on the part of the employer during bargaining negotiations; (2) rushing the union-shop committee in regular grievance meetings; (3) dismissing grievances with no apparent inclination to recognize any merit in them; (4) refusing to discuss wage increases and telling the union committee that increases were solely a function of management; and (5) granting wage increases without discussion with the union and telling the union, when it sought to bargain for wage increases, that the employer could not grant the increases because of the existence of a National War Labor Board order.⁷⁸ In *Matter of Salant & Salant*, 66 N. L. R. B. 24, the Board found violative of Section 8 (5) of the Act an employer's refusal to sign a contract embodying all terms orally agreed upon, except those relating to disputed issues which the employer and the

⁷⁵ *Matter of Barlow-Mancy Laboratories, Inc.*, 65 N. L. R. B. 928.

⁷⁶ *Matter of A. J. Showalter Company*, 64 N. L. R. B. 573.

⁷⁷ *Matter of Bausch & Lomb Optical Co.*, 69 N. L. R. B. 1104 (Member Houston dissented).

⁷⁸ *Matter of Arnolt Motor Company*, 68 N. L. R. B. 868. See also, *Matter of Kalamazoo Coaches, Inc.*, 66 N. L. R. B. 171; *Matter of Winona Textile Mills*, 68 N. L. R. B. 702.

union had agreed to submit to the National War Labor Board for decision.

When the employer is aware of the existence of a properly designated bargaining representative, he may not deal directly or individually with the employees,⁷⁹ or unilaterally make changes in the employees' terms or conditions of employment, without first affording the representative an opportunity to bargain collectively. Thus, an employer's unilateral conduct in withholding a customary Christmas bonus from employees represented by a union, without prior consultation with the union, and his subsequent conduct in treating the matter of paying the bonus as a closed issue when the union requested him to negotiate with respect thereto, was held violative of Section 8 (5) of the Act.⁸⁰

Inasmuch as the Act imposes an unconditional obligation to bargain on any proper subject without requiring surrender on another subject, as a prerequisite, an employer may not, without violating Section 8 (5) of the Act, condition his willingness to bargain upon the resignation from the union of an active union member,⁸¹ or upon the union's withdrawal of its request for a union shop.⁸² The obligation to bargain includes a duty to extend to a statutory representative full and unqualified recognition as exclusive bargaining agent. Thus, an employer may not offer to meet with the union and to discuss its demands upon condition that by so doing he is not receding from his position that the employees involved are "agricultural laborers" and hence not entitled to exercise bargaining rights under the Act.⁸³

The duty to bargain collectively is not excused by asserting doubt, if not advanced in good faith, as to the union's majority representation or the appropriateness of the unit,⁸⁴ by the fact that another labor organization requested recognition after the employer's refusal to bargain,⁸⁵ by economic pressure exerted against the employer by a rival labor organization,⁸⁶ or, under certain circumstances, by reliance upon a jurisdictional dispute between affiliated unions or an award by the parent body.⁸⁷ Nor is a union's refusal to arbitrate a controversy, notwithstanding the existence of an arbitration clause contained in a contract, a valid defense of an employer's refusal to recognize the union for a period following the expiration of the contract.⁸⁸

REMEDIAL ORDERS

Whenever the Board finds that an employer has engaged in any unfair labor practices, it is empowered under Section 10 (c) of the

⁷⁹ *Matter of Kalamazoo Coaches, Inc.*, 66 N. L. R. B. 171.

⁸⁰ *Matter of Sullivan Dry Dock & Repair Corporation*, 67 N. L. R. B. 627.

⁸¹ *Matter of Kalamazoo Coaches, Inc.*, 66 N. L. R. B. 171.

⁸² *Matter of Winona Textile Mills*, 68 N. L. R. B. 702.

⁸³ *Matter of Moanalua Dairy, Ltd.*, 65 N. L. R. B. 714.

⁸⁴ *Matter of Consolidated Machine Tool Corporation*, 67 N. L. R. B. 737; *Matter of Moanalua Dairy, Ltd.*, 65 N. L. R. B. 714; *Matter of Arnolt Motor Company*, 68 N. L. R. B. 868; *Matter of John S. Doane Co.*, 63 N. L. R. B. 1403. The mere pendency of a representation proceeding does not constitute a license to an employer not to perform his statutory obligation to bargain collectively. *Matter of Rock City Paper Box Co., Inc.*, 64 N. L. R. B. 1527; *Matter of Pacific Plastic & Mfg. Co.*, 63 N. L. R. B. 52. Nor does the acquiescence of a union in a consent election indicate more than a willingness to accept the best terms obtainable under the circumstances; it does not relieve the employer of his duty to bargain with the union at that time. *Matter of Consolidated Machine Tool Corporation*, 67 N. L. R. B. 737.

⁸⁵ *Matter of Arnolt Motor Co.*, 68 N. L. R. B. 868

⁸⁶ *Matter of Albert Love Enterprises et al., d/b/a Foote & Davies*, 66 N. L. R. B. 416.

⁸⁷ *Ibid.*

⁸⁸ *Ibid.*; cf. *Matter of Consolidated Aircraft Corporation*, 47 N. L. R. B. 694.

Act to issue an order requiring him "to cease and desist from such unfair labor practices, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of the Act."

Where the Board is of the opinion that the specific unfair labor practices found are closely related to the other unfair labor practices proscribed by the Act and that danger of their commission in the future is to be anticipated from the employer's conduct in the past, the Board, in order to effectuate the policies of the Act, will order the employer to cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.⁸⁹ Otherwise, the Board merely orders the employer to cease and desist from the unfair labor practices found and from any like or related act or conduct interfering with the exercise of the rights guaranteed in Section 7 of the Act.⁹⁰

Orders directing employers to take affirmative action are adapted to the situation which calls for redress and are designed to effectuate the policies of the Act. These normally take the form of a disestablishment order in the case of a union found to have been employer dominated and supported; a reinstatement order with reimbursement for loss of pay in the case of a discriminatorily discharged or laid-off employee; an order to bargain, upon request of the union involved, in the case of a refusal to bargain; and, in all cases, a posting of notices advising the employees that the employer will not engage in the conduct from which he is ordered to cease and desist and that he will take the specific affirmative action set forth in the notice. Where the circumstances of the case are such that the Board considers the mere posting of notices to be insufficient notification to the employees for purposes of effectuating the policies of the Act, the Board has directed the employer to send copies of the notice to each employee.⁹¹

The Board makes such variation of its ordinary affirmative orders as may be necessary to effectuate the policies of the Act in any particular case. Where the employer's conduct, which was alleged to have violated Section 8 (2) of the Act, falls short of an 8 (2) violation, but nevertheless constitutes interference, restraint, or coercion within the meaning of Sections 8 (1), the Board has continued its prior practice⁹² of requiring the employer to withdraw or withhold recognition from the allegedly dominated organization as the collective bargaining representative of the employees unless and until it shall be certified as such representative by the Board.⁹³ Where it appeared that the dominated organization had voluntarily disestablished, the Board did not issue a disestablishment order.⁹⁴ On the other hand, where the record showed that a particular employer had a "persistent predilection for treating with organizations existing in violation of Section 8 (2) of the Act," the Board not only prescribed the normal disestablishment remedy, but also required the employer to cease and desist

⁸⁹ *Matter of Surprise Candy Company*, 66 N. L. R. B. 1; *Matter of Wichita Engineering Company*, 65 N. L. R. B. 1382; *Matter of Toledo Desk & Fixture Company*, 65 N. L. R. B. 1086.

⁹⁰ *Matter of Portland Lumber Mills*, 64 N. L. R. B. 159; *Matter of The Cliffs Dow Chemical Company*, 64 N. L. R. B. 1419.

⁹¹ *Matter of Clark Bros. Co., Inc.*, 70 N. L. R. B. 802; *Matter of General Motors Corporation*, 67 N. L. R. B. 965.

⁹² See Tenth Annual Report, pp. 51-52; Ninth Annual Report, p. 48.

⁹³ *Matter of Norfolk Shipbuilding & Drydock Corporation*, 70 N. L. R. B. 391.

⁹⁴ *Matter of H. J. Daniels Poultry Co.*, 65 N. L. R. B. 689.

from recognizing or dealing with any other labor organization unless or until any such organization is certified by the Board.⁹⁵

Reinstatement and back pay are the usual remedies to redress discrimination in hire and tenure or other conditions of employment. As in previous fiscal years,⁹⁶ a majority of the Board has continued to order this remedy even though the discriminatorily discharged employees were strikers whose union had not complied with the strike notice requirement of the War Labor Disputes Act.⁹⁷ Where the seasonal nature, or a shut-down, of an employer's operations do not permit the immediate reinstatement of discriminatorily discharged employees, the Board has required that offers of reinstatement be made upon the resumption of such operations.⁹⁸

The purpose of a back-pay order is to make an employee whole for any loss of pay he may have suffered by reason of the employer's discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of the employer's discrimination against him to the date of the offer of employment, less his net earnings during such period. In computing such back pay, the Board does not regard unemployment compensation as earnings.⁹⁹ During the past fiscal year, a majority of the Board has continued its prior practice of awarding full back pay to employees who are discharged for refusing to accept a discriminatory transfer.¹ In the exercise of its discretion, a majority of the Board may deny back pay to discriminatorily discharged employees who engaged in certain acts of misconduct.² In no case does the Board direct that monies be paid to discriminatorily discharged employees which they normally would not have earned, absent the discrimination against them. Thus, no back pay was awarded for a period during which the dischargee was unable to work because of illness,³ or would not have worked because of seasonal slack,⁴ or for a period of a strike during which the plant was shut down,⁵ or for the period following a proper offer of reinstatement.⁶

⁹⁵ *Matter of The Tappan Stove Company*, 66 N. L. R. B. 759; *Matter of Neptune Meter Company*, 66 N. L. R. B. 292.

⁹⁶ See Tenth Annual Report, p. 44.

⁹⁷ See, e. g., *Matter of Union City Body Company, Inc.*, 69 N. L. R. B. 172. Board Member Reilly continued to dissent in this type of case, on the ground that failure to give the required notice deprived the strikers of the protection of the Act.

⁹⁸ *Matter of South Texas Produce Company*, 66 N. L. R. B. 1442; *Matter of General Motors Corporation*, 67 N. L. R. B. 965.

⁹⁹ *Matter of Rockwood Stove Works*, 63 N. L. R. B. 1297.

¹ *Matter of United Aircraft Corporation, Pratt & Whitney Aircraft Division*, 67 N. L. R. B. 594; *Matter of Kopman-Woracek Shoe Mfg. Co.*, 66 N. L. R. B. 789. Board Member Reilly dissented in these cases, adhering to his previous position of not awarding back pay under these circumstances.

² See e. g., *Matter of The Carcy Salt Company*, 70 N. L. R. B. 1099, where the employee engaged in a sit-down strike but was discriminatorily discharged for another reason. In this case the Chairman would deny, while Board Member Houston would award, back pay.

³ *Matter of Ames-Harris Neville Company*, 67 N. L. R. B. 422; *Matter of Kopman-Woracek Shoe Mfg. Co.*, 66 N. L. R. B. 789; *Matter of Huntington Precision Products, Division of Adel Precision Products Corporation*, 65 N. L. R. B. 1439.

⁴ *Matter of Fairmont Creamery Company*, 64 N. L. R. B. 824.

⁵ *Matter of The Perfect Circle Company*, 70 N. L. R. B. 526.

⁶ *Matter of Morris Harris and Anna Harris d/b/a Union Manufacturing Company*, 63 N. L. R. B. 254. In this case the employer offered to reinstate a discriminatorily discharged employee to her former position subject to prompt acceptance and compliance with the employer's house rules, which included a discriminatory no-solicitation rule. The employee refused reinstatement for the reason that she was unwilling to return to work until the Board "could settle up things" for her. The Board held that upon her refusal of the offer of reinstatement the employee assumed the status of a striker, and ordered reinstatement with back pay from the date of her discharge to the date of the employer's prior offer of reinstatement.

In cases under Section 8 (5) of the Act, the Board's usual remedy is an order directing the employer to bargain collectively, upon request, with the union which, at the time of the employer's refusal to bargain, represented a majority of the employees within an appropriate unit. Following its established practice, the Board has rejected a contention that such a bargaining order was inappropriate, where a subsequent loss of majority representation was attributable to the employer's unfair labor practices.⁷ In a recent decision,⁸ a majority of the Board modified its customary remedy by not directing a bargaining order "because of certain radical changes in the respondent's operations and in the size and composition of the bargaining unit, which occurred prior to the hearing before the Trial Examiner as a result of reconversion from war to peacetime operations." This practice, however, has not been followed in the absence of a showing of very substantial changes in operations and personnel due to interim reconversion to peacetime operations.⁹

During the past fiscal year the Board again had occasion to determine whether certain persons or institutions who engaged in conduct, defined in the Act as unfair labor practices, were employers within the meaning of the Act. Such determinations are necessary because remedial orders may be directed only against employers. In a recent decision,¹⁰ the Board found that a local chamber of commerce had acted "in the interest of" the employer in such manner as to constitute the chamber of commerce an "employer" within the meaning of the Act. The Board therefore directed a cease and desist order against it.

THE LIMITATION ON THE APPROPRIATION

The limitation imposed on the use of the Board's funds for the fiscal year 1946 by an amendment to the Labor-Federal Security Appropriations Act of 1946 is identical with that imposed for the fiscal year 1945.¹¹ Unlike in previous fiscal years, no case has arisen during the 1946 fiscal year involving any doubt as to the effect of the limitation or as to its meaning or interpretation so as to necessitate a submission of the question to the Comptroller General, the public official charged with the responsibility of determining issues concerning the expenditures of public funds. Whenever the question has arisen, the Board has followed previous rulings of the Comptroller General and has at all times endeavored to give full effect to the Congressional purpose in enacting the limitation.

⁷ *Matter of Pacific Plastic & Mfg. Co.*, 68 N. L. R. B. 52.

⁸ *Matter of Na-Mac Products Corporation*, 70 N. L. R. B. 298. Board Member Houston, dissenting, was of the opinion that the normal bargaining remedy should be invoked "especially as our certification had been in effect less than 2 months before the respondent's refusal to bargain."

⁹ *Matter of Pacific Plastic & Mfg. Co.*, 68 N. L. R. B. 52.

¹⁰ *Matter of Blue Ridge Shirt Manufacturing Co., Inc.*, 70 N. L. R. B. 500; but see *Matter of Fred P. Weissman d/b/a Fred P. Weissman Company and Fred P. Weissman Company, Inc., and Mercer Board of Trade, an unincorporated association*, 69 N. L. R. B. 1002, where a board of trade was held not to be an employer within the meaning of the Act.

¹¹ See Tenth Annual Report, p. 54. This is the so-called "Frey Rider."

IV

LITIGATION

THE pattern of the Board's litigation during the past year substantially resembles that of previous years. While a few cases have reached the Supreme Court, the greater part of the Board's litigation has been in the circuit courts of appeals. Typically, this litigation has been concerned with proceedings for the enforcement or review of Board orders. In one instance, the Board asked for the remand of a case for the determination of complicated questions relating to compliance with various provisions of the court's enforcing decree. A small number of cases involved suits brought by employers or unions in the United States district courts for injunctive or declaratory relief against the Board or its agents.

During the fiscal year 1946, the circuit courts of appeals reviewed 41 Board orders, while the Supreme Court decided 2 cases which arose under the Act. The results of the Board's litigation during the past year, and during its entire existence, are summarized in the following table:

Results of litigation for enforcement or review of Board orders, July 1, 1945, to June 30, 1946, and July 5, 1935, to June 30, 1946

Results	July 1, 1945, to June 30, 1946		July 5, 1935, to June 30, 1946	
	Number	Percent	Number	Percent
Cases decided by U. S. circuit courts of appeals.....	41	100 0	635	100.0
Board orders enforced in full.....	25	61.0	371	58.4
Board orders enforced with modification.....	8	19 6	175	27 6
Board orders set aside.....	6	14 6	79	12 4
Remanded to Board.....	2	4 8	10	1 6
Cases decided by U. S. Supreme Court.....	2	100 0	54	100 0
Board orders enforced in full.....	1	50 0	41	75 9
Board orders enforced with modification.....	1	50 0	9	16 6
Board orders set aside.....			2	3 7
Remanded to Board.....			1	1 9
Board's request for remand or modification of enforced order, denied.....			1	1.9

The proceedings for enforcement or review of the Board's orders instituted in the circuit courts of appeals have, for the most part, been concerned with the questions of whether the Board's findings of unfair labor practices are supported by substantial evidence and whether the Board's order represents a valid exercise of its powers to direct such affirmative action as will effectuate the policies of the Act. In reviewing the propriety of Board findings and orders and other Board action involving the administration of the Act, the courts have continued to apply the standards discussed in the Ninth Annual Report (1944), pages 51-52.

The cases selected for discussion in this report are of special importance because of the novelty of some of the issues decided and the application or extension of established principles to new situations.

THE SUPREME COURT

During the past year two cases presenting problems of importance in the administration of the National Labor Relations Act reached the Supreme Court. *May Department Stores Co. v. N. L. R. B.*, 326 U. S. 376, and *N. L. R. B. v. Cheney California Lumber Co.*, 327 U. S. 385. These cases presented for decision questions of the application of collective bargaining principles already established and the clarification of earlier Supreme Court decisions on the scope of Board orders.

In the *May Department Stores* case, decided December 10, 1945, the important questions before the Court were (1) whether a unit composed of all the bushelmen employed by a large store was appropriate although they constituted only 2 departments of the store's many departments and numbered only 28 of the store's thousands of employees; (2) whether, in the election conducted to determine the choice of bargaining representatives by the employees in the unit, it was proper for the Board to place on the ballot the Joint Council which had filed the representation petition, although the employees concerned had joined one of its local affiliates; (3) whether the Board had properly found that the employer had unlawfully refused to bargain with the union certified as the exclusive bargaining representative of the employees in the small unit of bushelmen, by applying to the War Labor Board for permission to grant a general wage increase to all of its employees, including those in the small unit, without taking up the increase with the certified union; (4) whether the Board could, on the findings made, properly direct the employer to cease and desist from engaging not only in the specific types of unfair labor practices found but also from "in any other manner" interfering with all the rights guaranteed employees by the Act.

The Court sustained the Board on the first three issues. On the first issue, the Court approved the Board's unit determination, since the employees involved "had a degree of organization and a special trade which sufficiently differentiated them from" the store's other employees. The Court noted that the Board had before it evidence that a large proportion of the employees in the proposed unit were members of the union, that their craft peculiarities distinguished them from other groups, and that no union sought to represent them in a larger unit. The Court concluded that under these circumstances the Board's determination "to render collective bargaining an immediate possibility" for the employees involved¹ was well supported, especially because the Board did not foreclose the later determination of a larger unit if organization among the company's employees should sufficiently expand.

¹ The Court cited *N. L. R. B. v. Hearst Publications, Inc.*, 322 U. S. 111, 134, (Ninth Annual Report (1944), pp. 54-55) in which it had previously approved the Board's reliance on the extent of organization in delimiting a bargaining unit. Since the early days of its existence, the Board has consistently considered the extent of organization an important factor in fixing appropriate units. See, e. g., Third Annual Report (1938), p. 158; Tenth Annual Report (1945), p. 27; and *supra* p. 24.

On the second issue, the Court concluded that since, in the election, the employees had designated the Joint Council, which was the customary representative of its local affiliates, the Board's certification of the Joint Council could not have confused the employees as contended by the employer.

On the third issue, the Court held that the basic principle enunciated in the *Medo Photo* and *J. I. Case* decisions,² which requires an employer to treat with the duly designated representative of his employees on all matters properly the subject of collective bargaining, was applicable in the instant case and imposed a duty on the employer to consult and deal with the union before attempting to institute any wage increase for the employees in the appropriate unit. The Court recognized that the inevitable effect of the company's declaration to the employees in the unit of its intention to institute a wage increase by unilateral action was, as in the case of failure to consult with the bargaining representative, to undermine the prestige of their exclusive representative. In sustaining the Board's finding, the Court rejected the company's contention that its conduct was excused by a bona fide desire to test the propriety of the unit finding. The Court also rejected the company's contention that the Board violated the free speech guaranty of the Constitution, by considering as evidence of this unfair labor practice announcements of the proposed wage increase.³

On the scope of the Board's order, the Court held that the circumstances of this case did not justify the broad injunction and it accordingly limited that portion of the order to a proscription of any interference with the efforts of the union to negotiate for or represent the employees involved. The Court held that although there was "a violation of section 8 (1) as well as 8 (5), the violation of 8 (1) is so intertwined with a refusal to bargain" because the employer sought to contest the appropriateness of the unit, that in the absence of the Board's clear determination of an antiunion attitude, the decree "need not enjoin company actions which are not determined by the Board to be so motivated." In so holding, the Court relied on its previous ruling in the *Express Publishing* case.⁴

In the *Cheney* case, decided February 25, 1946, the issue presented was whether the Board could properly issue a broad "cease and desist" order upon findings of extensive violations of Section 8 (1) and (3). Reversing the action of the Circuit Court of Appeals for the Ninth Circuit, the Supreme Court reinstated the broad order, which it approved as a reasonable exercise of the Board's administrative discretion, to determine from the facts and exigencies of each case the remedy necessary for a full effectuation of the policies of the Act. It distinguished this case from the *Express Publishing* and *May Department Stores* decisions on the ground that the facts here afforded a reasonable basis for the conclusion that the employer's conduct evidenced general hostility to the unionization of his employees.

² *Medo Photo Supply Corp. v. N. L. R. B.*, 321 U. S. 678, 683-684; *J. I. Case Co. v. N. L. R. B.* 321 U. S. 332, 338, both discussed in the Ninth Annual Report (1944), pp. 53-54.

³ Referring to its decision in *Virginia Electric & Power Co. v. N. L. R. B.*, 314 U. S. 469, 477, the Court held that the announcements were "a part of the totality of company activities and were properly received by the Board as evidence of the unilateral action of the company." See Seventh Annual Report (1942), p. 70.

⁴ *N. L. R. B. v. Express Publishing Co.*, 312 U. S. 426, Sixth Annual Report (1941), p. 86.

As a separate ground for reversing the decision below, the Supreme Court held that the circuit court of appeals was foreclosed by the express language of Section 10 (e) of the Act from considering the question of the proper scope of the order, in view of the employer's failure to make any objection before the Board to the terms of the order. Referring to its previous interpretation of Section 10 (e) of the Act in *Marshall Field & Co. v. N. L. R. B.*, 318 U. S. 253, the Court held that the Board must be given the opportunity to pass upon all questions before their submission to the courts and that, where this has not been done, the courts may not pass upon the issues on review.

On the authority of the Supreme Court's decision in this case, the Board has in several instances secured the reinstatement of broad cease and desist orders previously stricken by the Circuit Court of Appeals for the Ninth Circuit (*infra*, p. 64, n. 35).

THE CIRCUIT COURTS OF APPEALS

Principles Established or Reaffirmed on Enforcement or Review of Board Orders Under Section 10 of the Act

1. Classes of business enterprise whose unfair labor practices the Board may properly find tend to burden and obstruct commerce

A bakery which sells substantially all of its products locally, but is dependent for its continued operation upon the uninterrupted inflow of materials from other States, was held subject to the Board's jurisdiction in two cases. *N. L. R. B. v. McGough Bakeries Corp.*, 153 F. (2d) 420 (C. C. A. 5); *N. L. R. B. v. Van De Kamp's Holland Dutch Bakers, Inc.*, 152 F. (2d) 218 (C. C. A. 9). In each case, the court followed the well-established principle that imports, no less than exports, are interstate commerce which may be disrupted by a work stoppage.

2. Classes of persons whom the Board may properly find to have committed, and may properly enjoin from committing, unfair labor practices as employers

(a) A corporation which owned the operating properties of a partnership which, in turn, wholly controlled the capital stock and management of the corporation, was held to be subject to the Board's jurisdiction.⁵ *N. L. R. B. v. Federal Engineering Co. et al.*, 153 F. (2d) 233 (C. C. A. 6). In sustaining the Board's conclusion that the unfair labor practices in this case could be effectively remedied only by an order directed against both the partnership and the corporation, the court took into consideration the fact that the operating and holding companies carried out their business and labor policies through the same individuals and were in fact engaged in a single, integrated enterprise. The court thus adopted the Board's reasoning that the subdivision of the business for the purpose of segregating ownership and operating functions was not significant where ownership and management of the resulting units, and particularly the control of labor policies, remained in common hands.

(b) Employer associations and their institutional agents which conspired with employers to defeat the free organization of the em-

⁵ Cf. *N. L. R. B. v. Standard Oil Co. et al.*, 138 F. (2d) 885 (C. C. A. 2) discussed in the Ninth Annual Report (1944), p. 56.

ployees of employer members, and other employers, were themselves held to be "employers"⁶ within the meaning of Section 2 (2) of the Act and subject to the Board's remedial orders. *N. L. R. B. v. Sun Tent-Luebbert Co. et al.*, 151 F. (2d) 483 (C. C. A. 9); ⁷*N. L. R. B. v. Morris P. Kirk & Sons, Inc. et al.*, 151 F. (2d) 290 (C. C. A. 9). In enforcing the Board's orders, the court concluded that the employer organizations and their agents, which were utilized by the immediate employers to interfere with the organizational rights of their employees, in fact acted directly "in the interest of" the immediate employers.

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

White-collar workers, such as plant clerks, cost clerks, and checkers, who in the performance of their functions obtain confidential information concerning the employer's business, are nevertheless employees within the meaning of the Act and are entitled to the collective bargaining and organizational benefits which it guarantees. *N. L. R. B. v. Armour & Co.*, 154 F. (2d) 570 (C. C. A. 10).⁸ The scope of the statutory term "employee," the court observed, must be ascertained in the light of the purpose of the Act to equalize bargaining strength, as stated by the Supreme Court in the *Hearst* case.⁹ The court also held that the fact that these employees had access to confidential data was no basis for denying them the protection of the Act, particularly since they obtained no confidential information pertaining to the company's labor policies, but only to matters which the company desired to withhold from its competitors.

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

The principle that statements of an employer to his employees are not constitutionally protected if they are coercive in content or effect¹⁰ has been reaffirmed in several cases. In all but one of these cases the court accepted the Board's finding that the particular utterances exceeded the free speech privilege. *N. L. R. B. v. American Laundry Machinery Co.*, 152 F. (2d) 400 (C. C. A. 2); *R. R. Donnelley & Sons Co. v. N. L. R. B.*, 156 F. (2d) 416 (C. C. A. 7); *N. L. R. B. v. Sun Tent-Luebbert Co., et al.*, 151 F. (2d) 483; 154 F. (2d) 108 (C. C. A. 9);¹¹ *N. L. R. B. v. The S. Frieder & Sons Co.*, 155 F. (2d) 266 (C. C. A. 3).

In the *American Laundry* case, the court sustained as reasonable the Board's conclusion that the oral and written statements which were intended to influence the outcome of a collective bargaining elec-

⁶ The definition of the statutory term "employer" was also involved in *N. L. R. B. v. May Department Stores Co.*, 154 F. (2d) 533, 538-539 (C. C. A. 8), *infra*, pp. 57-58, in which the Board's order was enforced in full. The court, however, did not pass upon this point, which it regarded as having been waived by the company. The Board's order contained a reimbursement provision covering wages lost by a demonstrator whom the company had caused to be discriminatorily discharged by the manufacturer whose immediate employee she was. The Board had concluded that the company, because of its extensive control over the employment relationship of the demonstrator, also was her employer for the purposes of the Act and was therefore answerable for the discrimination she had suffered.

⁷ A petition for certiorari was filed on July 8, 1946, by one of the respondent associations, which was denied on October 14, 1946.

⁸ Certiorari denied October 14, 1946.

⁹ *N. L. R. B. v. Hearst Publications, Inc.*, 322 U. S. 111, 124, Ninth Annual Report (1944), pp. 54-55.

¹⁰ Cf. Tenth Annual Report (1945), p. 62.

¹¹ Certiorari denied October 14, 1946.

tion were coercive. The court pointed out that, in appraising the tendency and effect of the statements, the Board was not bound by their literal import and could properly take into consideration such circumstances as the employer's prior antiunion conduct. In the light of this attitude, the court held, the inference that the statements were coercive was reasonable and should therefore be upheld.¹² The court distinguished the *American Tube Bending* case,¹³ in which it had held that statements similar to those in the present case could not be deemed coercive, on the ground that in that case there was no antiunion conduct against which the effect of the utterances could be judged.

In the *Donnelley* and *Sun Tent* cases, the Circuit Courts of Appeals for the Seventh and Ninth Circuits, respectively, likewise upheld as reasonable the Board's findings that the employers' verbal endeavors to dissuade their employees from exercising their rights under the Act were calculated to coerce rather than to persuade. In the *Frieder* case the Board's order, which rested in part on a similar finding, was enforced without opinion by the Circuit Court of Appeals for the Third Circuit.

On the other hand, the Circuit Court of Appeals for the Sixth Circuit in *N. L. R. B. v. West Kentucky Coal Co.*, 152 F. (2d) 198, rejected the rule of review of the other circuit courts of appeals, and independently determined, contrary to the Board's finding, that a statement published by the company on the eve of a collective bargaining election did not interfere with the statutory right of its employees to be free from employer coercion in the selection of their representatives.

5. Circumstances under which the Board may properly find that the policies of the Act are paramount to conflicting employer interests

(a) In two cases, orders in which the Board directed the rescission of company rules insofar as they prohibited union solicitation during nonworking hours were enforced. *N. L. R. B. v. May Department Stores Co.*, 154 F. (2d) 533 (C. C. A. 8);¹⁴ *N. L. R. B. v. Illinois Tool Works*, 153 F. (2d) 811 (C. C. A. 7). In each case, the court sustained the Board's conclusion that the rule, though not motivated by discriminatory purposes, was nevertheless invalid because the employer had failed to show that conditions peculiar to his business made the restriction on the employees' freedom necessary for the maintenance of plant efficiency. The Board's judgment that in the absence of such a showing, the interest of the employer in controlling the use of his premises is subordinate to the employees' interest in the free exercise of their rights under the Act during their own time, had received the unqualified approval of the Supreme Court in *Republic Aviation Corp. v. N. L. R. B.*, and *N. L. R. B. v. Le Tourneau Co.*, 324 U. S. 763.¹⁵ Applying these principles, the Circuit Court of Appeals for the Eighth Circuit in the *May Department Stores* case upheld the Board's finding that the employer had failed to demonstrate, except insofar as the selling floor was concerned, that the efficient operation of its store required a general no-solicitation rule. The court sustained as proper the Board's finding that the company could not

¹² Cf. the discussion in the Tenth Annual Report (1945), pp. 62-63, concerning the diverging principles of review applied by various circuit courts of appeals in free speech cases.

¹³ *N. L. R. B. v. American Tube Bending Co.*, 134 F. (2d) 993, certiorari denied 320 U. S. 768, Eighth Annual Report (1943), p. 66.

¹⁴ The Supreme Court denied certiorari on October 14, 1946.

¹⁵ See Tenth Annual Report (1945), pp. 57-59.

establish the reasonableness of its rule merely by showing that similar rules were in effect in other stores. In the *Illinois Tool* case, the court likewise observed that the employer had not succeeded in rebutting the presumption that its unlimited rule against solicitation was unreasonable. Moreover, the court agreed with the Board that, since the scope of the rule was not clear, the employer was under a duty to free the employees from the restraining influence of the ambiguity by an unequivocal declaration that no prohibition of union activities on the employees' own time was intended.

In a subsequent case, however, the same court declined to enforce a Board order which, among other things, directed the employer to rescind a general no-solicitation rule. *Keystone Steel & Wire Co. v. N. L. R. B.*, 155 F. (2d) 553. The court was of the opinion that, in view of its nondiscriminatory application, the company's rule against solicitation was valid, even though it extended to the employees' own time. It is possible that this issue was obscured in the light of the larger issue of whether the employer had dominated and supported a labor organization, on which the court also disagreed with the Board. (See *infra*, p. 63).¹⁶

(b) In *N. L. R. B. v. Illinois Tool Works (supra)*, the Circuit Court of Appeals for the Seventh Circuit recognized that concerted employee activities which may infringe upon the legal rights of an employer do not necessarily remove participants from the protection of the Act. In this case, a union committee in the course of an organizational campaign issued a pamphlet which contained an erroneous statement as to the degree of difference between the wage scales of the employer and those of other employers with which the union had contractual relations. When the union committee failed to correct the error after the employer called it to their attention, the employer laid off one of its members from work until the error was retracted. Resisting a finding by the Board that the employer had thereby interfered with the rights of its employees to engage in concerted activities under the Act, the employer before the court contended that the lay-off was a proper disciplinary measure directed against what it claimed was a libel. Rejecting the contention, the court held that, assuming the libelous or tortious character of the erroneous statement,¹⁷ the employer was not free to lay off the employee responsible for the publication in order to force a retraction. The case, the court continued, presented a situation in which the Board, upon weighing the conflicting interests of employer and employees, could properly find that the right of the employees to engage in concerted activities, even though the exercise of that right infringed upon the employer's right to freedom from misrepresentation, was paramount. The court pointed out that the rights of employees under the Act had been held subordinate by the Supreme Court only where the protection of society against extreme violence or equally serious misconduct was at stake. In the present case, the court concluded, the only interest which the employer sought to vindicate was his interest in maintaining nonorganization among his employees.

¹⁶ The Board petitioned the Supreme Court for a writ of certiorari in this case, which the Supreme Court granted on November 12, 1946.

¹⁷ The company did not contend before the Board that it had been libeled, and the court held that under the authority of *Marshall Field & Co. v. N. L. R. B.*, 318 U. S. 253, the issue could not be raised for the first time in the enforcement proceeding. See the discussion of *N. L. R. B. v. Cheney California Lumber Co.*, 327 U. S. 385, at pp. 54-55, *supra*.

6. Affirmative action which the Board may require to correct unfair labor practices

The principle that the Board must be accorded broad discretion to determine in each case how past unfair labor practices shall be remedied and future violations can best be prevented¹⁸ has governed the review of unusual orders issued by the Board. In *N. L. R. B. v. Blair Quarries, Inc.*, 152 F. (2d) 25 (C. C. A. 4), the court approved an order in which the Board directed a lessee corporation to offer employment, upon application, to two employees whom its lessor had discriminatorily discharged, unless it had lawful reasons for not doing so. The Board had concluded that, since the lessee retained the supervisory employees who effected the discharges and since the lessee had itself committed unfair labor practices,¹⁹ the order was a necessary precaution to protect the discharged employees against further discrimination in the event that they applied for employment with the lessee.

In *N. L. R. B. v. American Laundry Machinery Co.*, 152 F. (2d) 400 (C. C. A. 2), the court upheld as valid an order of the Board requiring the employer to advise each of its employees by mail that it would not engage in the unfair practices found. In the Board's judgment, this provision was remedially necessary in addition to the usual posting requirement because the employer had used the same method of communication in committing the unfair labor practices.²⁰

In *N. L. R. B. v. Sun Tent-Luebbert Co.* and *N. L. R. B. v. Morris P. Kirk & Sons* (*supra*, pp. 55-56), the court on the strength of the Supreme Court's decision in the *Cheney* case (*supra*, pp. 54-55), approved as proper the Board's orders directing certain employer associations and their institutional agents to refrain from collecting funds from *any* employers for purposes inconsistent with the Act and from interfering with the rights of *any* employees under the Act. The court held that the Board was justified in including these provisions on the ground that further violations, in addition to those found to have been committed by these associations and their agents on behalf of the specific employers named in the complaint, could be anticipated from the past activities of the employer organizations, which had been created for purposes inimical to the policies of the Act and which stood ready to carry out those purposes.²¹

Principles Established or Reaffirmed Relating to the Board's Administration of Section 9 of the Act

I. Determination of the appropriate bargaining unit

In passing upon the question of the appropriateness of bargaining units determined by the Board, the courts have continued to give effect

¹⁸ Ninth Annual Report (1944), p. 52.

¹⁹ The court sustained the Board's finding that the company's unilateral action in applying to the National War Labor Board for permission to grant a general wage increase, without consulting the certified representative of its employees, constituted an unlawful refusal to bargain. Cf. the conclusions of the Supreme Court in *May Department Stores Co. v. N. L. R. B.*, 326 U. S. 376, decided on the same day, *supra*, pp. 53-54.

²⁰ See also the provisions in *N. L. R. B. v. May Department Stores Co.*, 154 F. (2d) 533 (C. C. A. 8), *supra*, p. 56, n. 6, which required the company (1) to make whole a demonstrator whose discriminatory discharge by her immediate employer it had caused, and (2) to notify the immediate employer that the company "withdraws its disapproval" of the employment of the demonstrator. The court held that the company had waived judicial review of these provisions of the Board's order.

²¹ The provision prohibiting the collection of funds, and the "in any other manner" clause, originally eliminated by the court, were restored in view of the decision of the Supreme Court in the *Cheney* case (*supra*, pp. 54-55).

to the basic principle that the Board's finding may not be disturbed if it is shown to be warranted by the evidence or by the Board's expert judgment.

In *N. L. R. B. v. The Prudential Life Insurance Co.*, 154 F. (2d) 285, the Circuit Court of Appeals for the Sixth Circuit recognized that it was properly within the Board's discretion to determine the scope of the bargaining unit on the basis of the extent of organization among the employees of the company at the time of the representation hearing. Citing the Supreme Court's decision in *N. L. R. B. v. Hearst Publications*, 322 U. S. 111, 134, 135,²² the court approved the Board's reasoning that the purposes of the Act were better served by the immediate realization of bargaining rights by a local group of the company's employees, than by postponing the bargaining process until self-organization had assumed larger proportions in all of the company's geographically separated units. The court observed that the Board's determination was devoid of arbitrariness in that it expressly provided for the enlargement of the unit in the event that the area of organization of the company's employees should be expanded. See also *N. L. R. B. v. National Broadcasting Co.*, 150 F. (2d) 895 (C. C. A. 2), where the court likewise declined to interfere with the unit determination which the Board had made on the basis of the company's bargaining history as evidenced by successive collective agreements.

2. Determination of union's right to participate in an election

In *N. L. R. B. v. National Broadcasting Co.*, 150 F. (2d) 895 (C. C. A. 2), the court recognized that, where the right of a union to participate in an election is challenged by another union on the ground that it is company-dominated, the Board need not immediately decide the issue of domination but may, to avoid delay in the determination of the bargaining representative, defer the trial of the issue to a separate complaint proceeding. The court observed that in the present case the Board's procedure was particularly appropriate, because the complaining rival union not only acquiesced in the Board's refusal to receive evidence of domination in the representation proceeding, but was unduly tardy in instituting complaint proceedings. In approving the Board's general practice of declining to consider evidence of company-domination in representation proceedings, the court noted that the Board will make an exception where special circumstances clearly indicate the unlawful character of a union or justify an immediate inquiry.²³

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

The application by the Board of the now well-established principle that an employer may not unilaterally disregard the Board's certification of a bargaining representative, for at least a reasonable time after its issuance, was approved by the Circuit Courts of Appeals for the Fourth and Sixth Circuits under circumstances which mark an extension of the rule in two respects. In *N. L. R. B. v. The Prudential Life*

²² The similar holding of the Supreme Court in the more recent *May Department Stores* case discussed at pp. 53-54, *supra*, had not yet come to the court's attention.

²³ Cf. *Madden v. Brotherhood and Union of Transit Employees*, 147 F. (2d) 439 (C. C. A. 4), discussed in the Tenth Annual Report (1945), pp. 66-67.

Insurance Co., 154 F. (2d) 385 (C. C. A. 6), the employer, whom the Board directed to bargain with the accredited representative, had not sought to justify its refusal to recognize the union on the ground that it had lost its majority status,²⁴ but rather on the ground that, at the time of the union's request to bargain, organization among the company's employees had progressed far beyond the certified unit; a circumstance which the Board had declared, in its decision in the representation proceeding, might warrant a redetermination of the unit.²⁵ The court held that the employer, in disregarding the Board's certificate, usurped the functions of the Board, which alone could validly determine the existence of, and give effect to, changed circumstances. In thus upholding the doctrine that the Board's certification must be permitted to remain effective for a reasonable period, the court also sustained the Board's finding that the employer's refusal to deal with the union was not privileged by the fact that the Board in subsequent representation proceedings involving the same employer found that a State-wide unit had become appropriate in view of the extended state of organization of the company's employees. It was within the discretion of the Board, the court concluded, to exclude the original local unit temporarily from the State-wide unit where, in the Board's judgment, disruption of the bargaining relationship, which had been in existence between the employer and the local unit for less than 6 months, would have resulted in confusion. In *N. L. R. B. v. Blair Quarries, Inc.*, 152 F. (2d) (C. C. A. 4), the court held that a Board certification which had been in effect for less than a reasonable period (3½ months) did not lose its validity by the transfer of control of the business to another employer. The court enforced the Board's order requiring the transferee to bargain with the certified union. (See p. 59, *supra*.)

However, in *N. L. R. B. v. Inter-City Advertising Co.*, 154 F. (2d) 244, the same court, with one member dissenting, declined to sustain a bargaining order on the principles upon which it decided the *Blair* case and which it had first enunciated in *N. L. R. B. v. Appalachian Electric Power Co.*, 140 F. (2d) 217.²⁶ In this case, the court held, there was no ground for according the Board's certification continuing validity since, contrary to the Board's conclusion, the clearly established loss of the union's majority status had been proved not to have been caused by the employer's antecedent unlawful refusal to bargain. The dissenting member of the court, on the other hand, remarked that in the light of controlling authority the Board's judgment that the order was necessary to dissipate the effects of the employer's unfair labor practices was not subject to reversal.

Principles of Administrative Law

In two cases during the past year the courts have reemphasized the basic importance of certain principles of administrative law in administering congressional policies by specially appointed agencies such as the Board.²⁷

²⁴ See cases discussed in the Ninth Annual Report (1944), pp. 61-62, and Tenth Annual Report (1945), p. 66.

²⁵ See *supra*, p. 60.

²⁶ See Ninth Annual Report (1944), pp. 61-62.

²⁷ Cf. the cases discussed at pp. 67-68 of the Tenth Annual Report (1945), and pp. 59-63 of the Ninth Annual Report (1944).

(a) In *N. L. R. B. v. American Laundry Machinery Co.*, 152 F. (2d) 400, the Circuit Court of Appeals for the Second Circuit pointed out that only in exceptional cases may the courts override the expert judgment underlying the orders of administrative agencies. In enforcing the Board's order in this case (*supra*, p. 59), the court referred to its decision in *Herzfeld et al. v. Federal Trade Commission*, 140 F. (2d) 208, in which it had previously held that, in view of their special competence, the conclusions of administrative tribunals regarding the proper remedy in a case "are for all practical purposes supreme."

(b) The principle that the Board, as an administrative agency, is not precluded by its own prior acts from effectively administering the policies entrusted to it by Congress was applied by the Circuit Court of Appeals for the Eighth Circuit in *N. L. R. B. v. May Department Stores*, 154 F. (2d) 533. The court held that it was proper for the Board to consider as a partial basis for its order certain unfair labor practices which had been the subject of a settlement agreement, particularly since the employer had nullified the purpose of the agreement by continuing unfair labor practices. The court observed that the Board's practice of disregarding settlements under these circumstances had been previously approved by the Supreme Court in *Wallace Corp. v. N. L. R. B.*, 323 U. S. 248, 254-255.²⁸

(c) In *N. L. R. B. v. West Kentucky Coal Co.*, 152 F. (2d) 198, the Circuit Court of Appeals for the Sixth Circuit followed the ruling of the Supreme Court in *N. L. R. B. v. Jones & Laughlin Steel Corp.*, 301 U. S. 1, 332, that the failure of an employer to avail himself of the opportunity to introduce evidence in a Board proceeding does not invalidate the Board's order, made on evidence offered by the other parties, on grounds of due process of law. The court in the instant case held that it was not error for the Board in a complaint case to reject evidence which the employer had unjustifiably refused to introduce in a prior representation proceeding on an issue litigated and decided in the representation proceeding, even though the same issue was material in the complaint case.

Effect of Government Seizure of a Business on the Administration of the Act

The problem of the Board's jurisdiction over a business of which the Government has taken possession was before the Circuit Court of Appeals for the Sixth Circuit in *N. L. R. B. v. West Kentucky Coal Co.*, 152 F. (2d) 198, certiorari denied, 66 S. Ct. 1372. Affirming the power of the Board to proceed with the determination of bargaining representatives for the employees in coal mines which had passed into the control of the Secretary of the Interior, the court pointed out that the War Labor Disputes Act, the Executive order, and the regulations under which the Government operated the company's mines expressly gave effect to the manifest intent of Congress to preserve the rights of employees under the National Labor Relations Act. Moreover, the court held that the Board's exercise of its functions under Section 9 of the Act was not invalidated by the fact that the Government, while in possession of the mines, did not participate in the proceedings before the Board. The United States, the court concluded, had no substantial interest in, and was not an indispensable party to, a nonadversary

²⁸ See Tenth Annual Report (1945), pp. 57-58.

proceeding which did not result in a final bargaining order, but only in a certification entitling the union named to be recognized upon request as the exclusive bargaining representative of the employees concerned.

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

During the past fiscal year, the Board's request for enforcement of its order was denied in six circuit courts of appeals cases. In one of these cases the court's decision was predicated upon the conclusion that the Board's unfair labor practice findings lacked sufficient evidentiary support; the important factual issue involved, on which the Board found against the employer, was that of whether a clear line of fracture had been established between a dominated labor organization and its successor. *Keystone Steel & Wire Co. v. N. L. R. B.*, 155 F. (2d) 553 (C. C. A. 7).²⁹ In *Donnelly Garment Co. v. N. L. R. B.*, 151 F. (2d) 854 (C. C. A. 8),³⁰ the Board's order was set aside because of the exclusion of evidence which the court considered material. *N. L. R. B. v. Inter-City Advertising Co., Inc.*, 154 F. (2d) 244 (C. C. A. 4), is discussed at p. 61, *supra*. In *N. L. R. B. v. A. J. Tower Co.*, 152 F. (2d) 275 (C. C. A. 1),³¹ the Board's order was set aside and the case remanded to the Board to make a finding on whether a voter, whose vote was decisive of the outcome of a Board-conducted consent election, was an employee at the time she voted, the court deciding, contrary to the Board's view, that a jurisdictional issue was involved and that the employer therefore did not waive his right to contest the validity of the Board certification and finding of refusal to bargain by failing to challenge the voter at the time of the election.

N. L. R. B. v. Jones & Laughlin Steel Corp., 154 F. (2d) 932 (C. C. A. 6) and *N. L. R. B. v. E. C. Atkins Co.*, 155 F. (2d) 567 (C. C. A. 7),³² were before the circuit courts for a second time after each of them had refused enforcement of the Board's bargaining order for a unit of militarized plant guards³³ and after the Supreme Court had remanded the cases for consideration of the effect upon the Board's order of the subsequent demilitarization of the guards. Both courts again withheld enforcement. In the *Jones & Laughlin* case, the Circuit Court of Appeals for the Sixth Circuit held that, since the guards had meanwhile become part of the municipal police force, their public duties as deputized guards were incompatible with their obligations as members of the union, which also represented other employees in the plant, and that the Board's bargaining order was not in the public interest. In the *Atkins* case, the Circuit Court of Appeals for the Seventh Circuit reaffirmed its previous holding that the militarized plant-protection employees involved were not employees of the company within the meaning of the Act at the time of the Board's order, and that the question of their subsequent demilitarization was therefore immaterial.³⁴

²⁹ The Board has filed a petition for certiorari in this case, which was granted on November 12, 1946.

³⁰ Certiorari granted 66 S. Ct. 958.

³¹ Certiorari granted 66 S. Ct. 1011; reversed December 23, 1946.

³² The Board filed a single petition for certiorari in both these cases; granted December 23, 1946.

³³ See Tenth Annual Report (1945), pp. 72-73.

³⁴ As appears in footnotes 29, 30, 31, and 32, above, the Board has petitioned for certiorari in all of the cases discussed above in which enforcement of its order was denied altogether, except the *Inter-City* case. Certiorari has already been granted in the *Donnelly Garment* case, 66 S. Ct. 958, and in *A. J. Tower*, 66 S. Ct. 1011. The *Tower* decision was reversed on December 23, 1946.

In eight cases the Board's order was denied enforcement in part or was modified in part. Three cases turned on the general question of the substantiality of the evidence upon which certain of the Board's findings of unfair labor practices rested. *N. L. R. B. v. McGough Bakeries Corp.*, 153 F. (2d) 420 (C. C. A. 5); *Wyman-Gordon Co. v. N. L. R. B.*, 153 F. (2d) 486 (C. C. A. 7); *N. L. R. B. v. Litchfield Mfg. Co.*, 154 F. (2d) 739 (C. C. A. 8). In three other cases, the court limited the broad terms of the "cease and desist" provisions which the Board had considered necessary in view of the unfair labor practices found. *N. L. R. B. v. American Rolling Mill Co.*, 154 F. (2d) 57 (C. C. A. 6); *N. L. R. B. v. Federal Engineering Co., et al.*, 153 F. (2d) 233 (C. C. A. 6); and *N. L. R. B. v. Armour & Co.*, 154 F. (2d) 570 (C. C. A. 10). The Circuit Court of Appeals for the Sixth Circuit, whose attention was subsequently called to the decision of the Supreme Court in *N. L. R. B. v. Cheney California Lumber Co., supra*, pp. 54-55, did not interpret that decision as requiring the restoration of the provisions which it had eliminated from the Board's orders in the *American Rolling Mill* and *Federal Engineering Co.* cases.³⁵

The partial denial of enforcement of the Board's order in the remaining two cases was the result of the court's disagreement with the conclusions drawn by the Board from the facts. In *N. L. R. B. v. Palm Beach Broadcasting Corp.*, 155 F. (2d) 805 (C. C. A. 5), the court, disagreeing with the Board's finding that the withdrawal of certain summertime privileges from several employees was discriminatory, declined to approve that part of the Board's order which directed the employer to compensate the employees for losses sustained as a result of this action. The court pointed out that there was no basis upon which the loss sustained by the employees concerned could be measured. The respects in which the Board's order in *N. L. R. B. v. West Kentucky Coal Co.*, 152 F. (2d) 198 (C. C. A. 6) failed to receive the court's approval are discussed at p. 57, *supra*.³⁶

Temporary Injunctive Relief in Connection with Pending Enforcement Proceedings

The Circuit Court of Appeals for the Sixth Circuit, on October 19, 1945, denied, without opinion, the Board's request for temporary relief which the court was empowered to grant under Section 10 (e) of the Act in connection with proceedings for the enforcement of a Board order. *N. L. R. B. v. Thompson Products, Inc., et al.*, No. 10,116. In its application for a temporary restraining order, the Board asserted that the employer was seeking to influence the outcome of a collective bargaining election through an antiunion campaign reminiscent of the employer's earlier interference with the free choice of bargaining representatives by its employees. The employer's former conduct, the Board stated, had necessitated the setting aside of

³⁵ The Circuit Court of Appeals for the Ninth Circuit, in which the *Cheney* case originated, reinstated the broad cease and desist orders which it had declined to enforce in *N. L. R. B. v. Kummer Motors, Inc.*, 152 F. (2d) 816, 154 F. (2d) 1007; *N. L. R. B. v. Sun Tent-Luebbert Co., et al.*, 151 F. (2d) 490, 154 F. (2d) 108; *N. L. R. B. v. Morris P. Kirk & Son, Inc.*, 151 F. (2d) 490, 154 F. (2d) 110; and *N. L. R. B. v. Van De Kamp's Holland-Dutch Bakers*, 152 F. (2d) 818, 829, 154 F. (2d) 828.

³⁶ The Circuit Court of Appeals for the Fifth Circuit, whose refusal to grant enforcement in *Le Tourneau v. N. L. R. B.*, 143 F. (2d) 67, was reversed by the Supreme Court (*N. L. R. B. v. Le Tourneau Co.*, 324 U. S. 793, Tenth Annual Report (1945), pp. 58-59), declined to conform its decree to the broad injunctions of the Board's order. The court likewise declined to direct its decree against the company's "successors and assigns" whom the Board had included in accordance with its practice as approved by the Supreme Court in *Regal Knitwear Co. v. N. L. R. B.*, 324 U. S. 9 (Tenth Annual Report (1945), p. 59).

two previous elections. The circumstances thus unsuccessfully relied on by the Board resembled closely the facts which the Circuit Court of Appeals for the Seventh Circuit, in *N. L. R. B. v. Servel, Inc.*, No. 8686,³⁷ had held were sufficient to warrant the issuance of a temporary restraining order.

Proceedings in Aid of Effectuating Compliance With Decrees

Remand for consideration of compliance questions

The practice, initiated by the Second Circuit Court of Appeals in *N. L. R. B. v. New York Merchandise Co.*, 134 F. (2d) 949, and followed to a limited extent by other circuit courts,³⁸ of remanding cases to the Board after enforcement of the Board order, for the determination of the amounts of back pay due and sometimes of reinstatement problems, under enforcing decrees was extended by the Second Circuit to a case which also necessitated a determination of the incidence of the reinstatement and bargaining obligations under an enforced order in the light of circumstances which arose after the Board's order. *N. L. R. B. v. Greater New York Broadcasting Corp.*, March 28, 1946.³⁹ Doubt as to the incidence of the various obligations under the court's enforcing decree arose from the fact that the employer, subsequent to the issuance of the Board's order, had exchanged operations with another corporation, whereby each took over the equipment and personnel, and assumed all obligations of the other. The complex problems which arose from this transaction were, on the consent of the parties, remanded to the Board for determination.

ACTIONS FOR INJUNCTIONS OR DECLARATORY JUDGMENTS

In several instances in which employers and unions, during the past year, sought to enjoin the Board from proceeding with the determination of bargaining representatives, or to have the Board's determinations declared invalid, the courts have upheld the Board's position that they are without power to interfere with the Board's exercise of its functions under Section 9 (c) of the Act.⁴⁰

In *Jones & Laughlin Steel Corp. v. United Steelworkers of America, et al.*, Civ. No. 27488; January 18, 1946, the District Court for the District of Columbia (Shweinhaut, J.) dismissed, for lack of jurisdiction of the subject matter, a suit for a judgment declaring invalid the Board's certification of the defendant union as the representative of the plant guards of the company at its Pittsburgh plant.⁴¹ The company alleged in its complaint that it was entitled to the relief asked on the ground that upon the plaintiff's refusal to bargain with the union, the latter, instead of filing with the Board a charge which would normally have culminated in a judicially reviewable Board order against the plaintiff, caused a dispute to be certified with the National War Labor Board, which, in turn, had issued a directive order requiring the plaintiff to enter into a contract with the defendant union.

³⁷ See Ninth Annual Report (1944), p. 65, and Tenth Annual Report (1945); pp. 69-70.

³⁸ See Tenth Annual Report (1945), p. 72; Ninth Annual Report (1944), p. 65.

³⁹ The order was enforced in *N. L. R. B. v. Greater New York Broadcasting Corp.*, 147 F. (2d) 337, certiorari denied 325 U. S. 860.

⁴⁰ Cf. the cases discussed at pp. 74-75 of the Tenth Annual Report.

⁴¹ The company contended that its plant guards could not properly be represented by the union for collective bargaining purposes. Cf. the *Jones & Laughlin* and *Atkins* cases, *supra*, p. 63.

The plaintiff alleged that thereby it had been deprived of the normal channels of review provided by the National Labor Relations Act.⁴² Dismissing the complaint against the members of the Board,⁴³ the court held that the mode of review provided by the National Labor Relations Act was exclusive and that the court was therefore without jurisdiction of the subject matter of the suit. In *Jones & Laughlin Steel Corporation v. United Mine Workers, et al.*, Civ. No. 35308, the same court (Bailey, J.), on June 25, 1946, dismissed without opinion a similar complaint in which the company sought a declaratory judgment invalidating the Board's certification of the defendant union as the bargaining representative of foremen of its captive coal mines and asked that the union be enjoined from contracting on behalf of the foremen with the Government which at the time was in possession of the company's mines. Appeals in both cases are now pending before the Court of Appeals for the District of Columbia.⁴⁴

In *Isthmian Steamship Co. v. LeBaron, et al.*, Civ. Action No. 35388, April 19, 1946, the District Court for the Southern District of New York (Mandelbaum, J.) denied an application for an order restraining the Board from conducting a collective bargaining election. Holding that it was without jurisdiction over the subject matter, the court reiterated the well-established rule that the courts may not interfere with the intermediate steps in the statutory scheme for the determination of bargaining representatives. Moreover, the court held that the company had failed to establish a basis upon which it was entitled to equitable relief. The court pointed out that should the holding of the election and the certification of its results ultimately ripen into a final bargaining order, the company would have an adequate remedy under the Act which provides for judicial review of such orders. Nor, the court concluded, had the company exhausted its administrative remedies, or had it shown, beyond mere assertion, that it would be irreparably damaged by the holding of the election directed by the Board.

Florida v. Fraser, 154 F. (2d) 288: In this case the Circuit Court of Appeals for the Fifth Circuit dismissed on the ground of mootness the appeal of the State of Florida from a judgment of the district court dismissing for lack of jurisdiction of the subject matter, a suit to enjoin a Field Examiner of the Board from conducting an election directed by the Board. The dismissal of the appeal was based on the circuit court's view that the appeal had become moot by reason of the fact the election sought to be enjoined had been held in the meantime, and that the Field Examiner, who was the sole defendant in the case, had no further function to perform.⁴⁵

In *United Brick and Clay Workers of America v. Junction City Clay Co., et al.*, Civ. No. 1240, March 1, 1946, the District Court for the Southern District of Ohio denied, without opinion, the complaining union's application for an injunction, based upon the novel assertion

⁴² Cf. the similar contention in *Zimmer-Thompson v. N. L. R. B.*, 60 F. Supp. 84 (S. D. N. Y.), discussed at p. 75 of the Tenth Annual Report (1945).

⁴³ In addition to the Board members, the Board itself was made a party. The court quashed the summons as to the Board itself on the ground that as an agency of Government it was not subject to suit without consent of Congress.

⁴⁴ The judgment in Case No. 35308 has since been affirmed (on December 16, 1946).

⁴⁵ Cf. the earlier case of *Florida v. Bellman, et al.*, 149 F. (2d) 890 (C. C. A. 5) Tenth Annual Report (1945), p. 75, in which the court upheld the district court's refusal to enjoin the hearing in the same representation proceeding, on the ground that the suit was premature.

that the Board had conspired with the employer against the union in violation of the Act and of the antitrust laws. The Board, asking that the complaint be dismissed, pointed out that the court lacked jurisdiction over the subject matter and that the union had stated no claim upon which relief could be granted.⁴⁶ The case is now pending on appeal in the Sixth Circuit Court of Appeals.⁴⁷

⁴⁶ Previously, the District Court for the Northern District of Ohio, Eastern Division, had denied similar relief to the same union, which alleged that another employer had conspired with the National War Labor Board in a manner which violated the antitrust laws and denied to the union rights under the National Labor Relations Act. The court dismissed the complaint insofar as it alleged violation of the National Labor Relations Act on the ground that the jurisdiction of the Board to ascertain and prevent the commission of unfair labor practices is exclusive. *United Brick and Clay Workers of America v. The Roberson Clay Product Co., et al.*, 64 F. Supp. 872.

⁴⁷ The judgment has since been affirmed (on December 23, 1946).

V

SPECIAL STATUTORY FUNCTIONS VESTED IN THE BOARD

DURING the past year the Board has continued to exercise the functions which Congress, in 1938 and 1943, designated it to perform. These are (1) the certification of representatives as bona fide under section 7 (b) of the Fair Labor Standards Act of 1938,¹ (2) the administration of the labor-protection provisions embodied in section 222 (f) of the Telegraph Merger Act,² and (3) the conduct of strike ballots pursuant to section 8 of the War Labor Disputes Act.³ The procedures, regulations, and principals governing the application of these provisions have been described in previous Annual Reports,⁴ and have been, in the main, consistently followed during the fiscal year 1946.

WAR LABOR DISPUTES ACT

The Board's primary function under the War Labor Disputes Act is to conduct strike ballots and certify the results to the President. However, the First Deficiency Appropriation Act, 1946⁵ effective December 28, 1945, carried a rider which prohibited the Board from using any past or present funds appropriated during the fiscal year 1946, in any way in connection with the performance of the duties imposed upon it by the War Labor Disputes Act. The text of the rider is as follows:

Provided, That no part of the funds appropriated in title IV, Labor-Federal Security Appropriation Act, 1946, or of any other funds appropriated to the N. L. R. B. for the fiscal year 1946 hereafter shall be used, except for the discharge of obligations incurred up to and including the date of approval of this Act, by the N. L. R. B. in any way in connection with the performance of the duties imposed upon it by the W. L. D. A. (50 U. S. C. App. 1501-11), including personal services in the District of Columbia and elsewhere, and other items otherwise properly chargeable to appropriations of the N. L. R. B. for miscellaneous expenses and printing and binding, and the N. L. R. B. shall return to the Treasury all funds appropriated to it under title IV of the N. L. R. B. Appropriation Act, 1946, for the performance of the duties imposed upon it by the W. L. D. A., less all sums actually expended and obligations actually incurred in the performance of its duties under the W. L. D. A. up to and including the date of approval of this Act.

In compliance with the above prohibition the Board ceased all activity under the Act on December 28, 1945, except that it continued to receive notices of disputes mailed to it in compliance with Section 8 (2) (1) of the Act. The notices thus received were immediately transmitted to the Department of Labor where they became a part of the file in the case. No records of any kind were maintained by the Board of cases received after December 28, 1945.

¹ 29 U. S. C., 1940 ed., Sup. IV, sec. 207 (b) (2).

² 47 U. S. C., 1940 ed., Sup. IV, sec. 222.

³ 50 U. S. C., 1940 ed., Sup. IV, App. sec. 1501 *et seq.*

⁴ See Ch. VI, Fourth Annual Report, pp. 54-55, Ch. IX, Eighth Annual Report, and Ch. VIII, Ninth Annual Report

⁵ Public Law 269, 79th Cong., 1st sess.

During the first 6 months of the fiscal year dispute notices were filed in 2,228 cases, nearly as many cases as had been filed during the preceding 2 years. In addition the Board took some or all of the steps necessary for the conduct of strike ballots on 155 cases pending at the close of the previous year.

Of the total number of notices which were thus pending before the Board, 1,023, or 244 more than in 1945, were withdrawn by the labor organizations which filed them, or were closed for other reasons. Strike votes were conducted by the Board in 935 cases involving 1,214 separate voting units, 299 more strike votes and 260 more units than the combined total for 1944 and 1945. In 1,045 of these units, the majority of the employees to whom the dispute was applicable cast their votes in favor of a strike. Only 169 units showed majorities voting against a strike, there being 15 elections which resulted in tie votes and 35 elections in which no votes were cast. Of the 2,055,022 employees who were eligible to vote in these elections, 1,288,345, or more than double the combined total for 1944 and 1945, cast valid ballots of which 1,081,190 were in favor of interruption of work and 207,155 were against such interruption. On December 28, 1945, when the Board ceased conducting strike ballots, there remained 425 strike notices to be processed.⁶

As in 1945, the type of industries involved in the cases in which strike notices were filed included almost every major enterprise in the country. During the first 6 months of the fiscal year 1946, 11,751 employers were involved as contrasted with the 11,994 employers involved in all cases processed during 1945. This increase can be attributed in part to the trend of labor organizations to file dispute notices on a Nation-wide basis as manifested in the steel, trucking, meat, and electrical industries. While such notices normally involved but one unit, i. e., a Nation-wide unit, hundreds of separate employers were involved.

TELEGRAPH MERGER ACT

Section 222 (f) of the Telegraph Merger Act safeguards the rights of employees of merged telegraph carriers with respect to their compensation and character and conditions of employment against adverse effects which may result from such merger. Under the statute the National Labor Relations Board is responsible for the enforcement of the labor-protection provisions of this section.⁷

As noted in prior Annual Reports,⁸ the merger of Western Union and Postal Telegraph, which was effected on October 7, 1943, and the fusion of their labor forces has resulted in little resort to formal proceedings to enforce the provisions of section 222 (f), and the problems which have arisen because of this merger have resulted in the filing of but few charges under that section. The same situation has prevailed throughout the present fiscal year.

As of July 1, 1946, charges under section 222 (f) had been filed in 11 cases which together with 12 cases pending at the close of the preceding year made a total of 23 cases. During the fiscal year 15 cases were

⁶ See table, p. 91.

⁷ See Communications Act of 1934, as amended, 47 U. S. C., 1940 ed., supp. IV, sec. 222.

⁸ Ninth Annual Report, pp. 74-75 Tenth Annual Report, pp. 77-78.

disposed of by withdrawal, dismissal, or settlement. Fourteen of these were closed before formal action had been taken and 1 case was settled by stipulation of the parties after a complaint had been issued. At the close of the fiscal year 8 cases were pending.

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act of 1938, as amended, provides in section 7 (b) for an exemption to employers from the 40-hour week:

(1) In pursuance of an agreement, made as a result of collective bargaining by representatives of employees certified as bona fide by the National Labor Relations Board, which provides that no employee shall be employed more than 1,000 hours during any period of 26 consecutive weeks.

(2) On an annual basis in pursuance of an agreement with his employer, made as a result of collective bargaining by representatives of employees certified as bona fide by the National Labor Relations Board, which provides that the employee shall not be employed more than 2,080 hours during any period of 52 consecutive weeks * * *

During the fiscal year the Board certified petitioning labor organizations, without hearing, in instances where it appeared from an investigation that (a) the petitioner had been designated in an outstanding certification under Section 9 (c) of the National Labor Relations Act as the representative of employees within the bargaining unit affected; or (b) that the petitioner had previously filed unfair labor practice charges under Section 8 (5) of the National Labor Relations Act, which had been sustained by the Board, in regard to the affected bargaining unit; and where in addition nothing in the investigation cast any doubt upon the status of the petitioner as a bona fide representative of employees for collective bargaining purposes. Where it appeared from the investigation that there was some question or issue as to the bona fides of the representative the Board issued and served upon all interested parties an order to show cause why the petitioner should not be certified as bona fide. If no cause was shown in response thereto the Board issued the certification; if cause was shown or one of the parties requested a hearing, notice thereof was issued before a hearing officer who inquired fully into the bona fides of the petitioner. Thereafter the proceeding was in general conducted similar to that for proceedings under Section 9 of the National Labor Relations Act and referred to the Board for disposition upon the conclusion of the hearing.

Petitions for certification of representatives as bona fide under section 7 (b) of the Fair Labor Standards act were filed in only four cases during the fiscal year. The Board issued its certification, without hearing, in one case, and after further proceedings in two cases. One case was pending at the close of the fiscal year on June 30, 1946.

VI

FISCAL STATEMENT

THE expenditures and obligations for fiscal year ended June 30, 1946, are as follows:

Salaries.....	\$3, 144, 329
Travel.....	357, 238
Transportation of things.....	13, 022
Communications.....	98, 239
Rents and utility services.....	152, 321
Other contractual services.....	89, 267
Supplies and materials.....	53, 573
Furniture and equipment.....	99, 477
<hr/>	
Total salaries and expenses.....	4, 007, 466
Printing and binding.....	232, 615
Penalty mail costs.....	10, 870
<hr/>	
Grand total expenditures and obligations.....	4, 250, 951



APPENDIX A

STATISTICAL TABLES

The following tables present the fully detailed statistical record of National Labor Relations Act cases received during the fiscal year, cases closed, cases pending at the end of the year, and elections and cross checks conducted during the year, together with their results.



Table 1.—11-year summary of the National Labor Relations Board case load

Fiscal year	Cases filed			Cases closed		
	All cases	C cases	R cases	All cases	C cases	R cases
1936.....	1,068	865	203	734	636	98
1937.....	4,068	2,895	1,173	2,322	1,751	571
1938.....	10,430	6,807	3,623	8,799	5,694	3,105
1939.....	6,904	4,618	2,286	6,569	4,230	2,339
1940.....	6,177	3,934	2,243	7,354	4,664	2,690
1941.....	9,151	4,817	4,334	8,396	4,698	3,698
1942.....	10,977	4,967	6,010	11,741	5,456	6,285
1943.....	9,544	3,403	6,141	9,782	3,854	5,928
1944.....	9,176	2,573	6,603	9,197	2,690	6,507
1945.....	9,738	2,427	7,311	9,102	2,312	6,790
1946.....	12,260	3,815	8,445	10,892	2,911	7,981
Total.....	89,493	41,121	48,372	84,888	38,896	45,992
	Cases on docket			Cases pending, end of period		
	All cases	C cases	R cases	All cases	C cases	R cases
1936.....	1,068	865	203	334	229	105
1937.....	4,402	3,124	1,278	2,080	1,373	707
1938.....	12,510	8,180	4,330	3,711	2,486	1,225
1939.....	10,615	7,104	3,511	4,046	2,874	1,172
1940.....	10,223	6,808	3,415	2,869	2,144	725
1941.....	12,020	6,961	5,059	3,624	2,263	1,361
1942.....	14,601	7,230	7,371	2,860	1,774	1,086
1943.....	12,404	5,177	7,227	2,622	1,323	1,299
1944.....	11,798	3,896	7,902	2,601	1,206	1,395
1945.....	12,339	3,633	8,706	3,237	1,321	1,916
1946.....	15,497	5,136	10,361	4,605	2,225	2,380

Table 2.—Number of cases received, closed, and pending during the fiscal year 1946 by identification of complainant or petitioner

	Number of cases					Total number of workers involved
	Total	Identification of complainant or petitioner				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals or employers	
All cases						
Cases pending July 1, 1945.....	3,237	1,205	1,354	570	108	(1)
Cases received July 1945-June 1946.....	12,260	5,600	5,419	948	293	(1)
Cases on docket July 1945-June 1946.....	15,497	6,805	6,773	1,518	401	(1)
Cases closed July 1945-June 1946.....	10,892	4,816	4,722	1,116	238	(1)
Cases pending June 30, 1946.....	4,605	1,989	2,051	402	163	(1)
Unfair labor practice cases						
Cases pending July 1, 1945.....	1,321	490	592	149	90	2,478, 850
Cases received July 1945-June 1946.....	3,815	1,531	1,834	239	211	4,013, 876
Cases on docket July 1945-June 1946.....	5,136	2,021	2,426	388	301	6,492, 726
Cases closed July 1945-June 1946.....	2,911	1,164	1,298	277	172	3,703, 392
Cases pending June 30, 1946.....	2,225	857	1,128	111	129	2,789, 334
Representation cases						
Cases pending July 1, 1945.....	1,916	715	762	421	18	497, 324
Cases received July 1945-June 1946.....	8,445	4,069	3,585	709	82	1,206, 338
Cases on docket July 1945-June 1946.....	10,361	4,784	4,347	1,130	100	1,703, 662
Cases closed July 1945-June 1946.....	7,981	3,652	3,424	839	66	1,134, 179
Cases pending June 30, 1946.....	2,380	1,132	923	291	34	569, 483

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

Table 3.—Distribution of cases and workers involved in cases received during the fiscal year 1946, by month

Month	Cases received						
	Number			Percent of total		Workers involved ¹	
	All cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases
Total.....	12,260	3,815	8,445	31.1	68.9	4,013,876	1,206,338
July.....	821	181	640	22.0	78.0	338,390	92,048
August.....	888	249	639	28.0	72.0	249,130	142,683
September.....	778	240	538	30.8	69.2	263,043	124,336
October.....	969	283	686	29.2	70.8	153,198	122,777
November.....	787	267	520	33.9	66.1	599,997	68,409
December.....	646	206	440	31.9	68.1	181,098	64,396
January.....	835	331	504	39.6	60.4	609,233	77,208
February.....	958	329	629	34.3	65.7	194,264	77,386
March.....	1,298	423	875	32.6	67.4	231,784	98,562
April.....	1,457	454	1,003	31.2	68.8	736,549	121,838
May.....	1,427	451	976	31.6	68.4	252,101	114,339
June.....	1,396	401	995	28.7	71.3	205,089	102,356

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

Table 4.—Types of unfair labor practices alleged in charges received during the fiscal year 1946¹

Unfair labor practices alleged	Number of cases, showing specific allegations	Percent of total	Unfair labor practices alleged	Number of cases, showing specific allegations	Percent of total
Subsections of Sec. 8 of the Act			Subsections of Sec. 8 of the Act—Continued		
8 (1).....	483	12.7	8 (1) (2) (4) (5).....	1	(2)
8 (1) (2).....	115	3.0	8 (1) (3) (4) (5).....	5	0.1
8 (1) (3).....	1,856	48.7	8 (1) (2) (3) (4) (5).....	4	0.1
8 (1) (4).....	2	(3)			
8 (1) (5).....	729	19.1	<i>Recapitulation</i>		
8 (1) (2) (3).....	84	2.2	8 (1).....	3,815	100.0
8 (1) (2) (5).....	51	1.3	8 (2).....	315	8.3
8 (1) (3) (4).....	30	0.8	8 (3).....	2,434	63.8
8 (1) (3) (5).....	395	10.4	8 (4).....	46	1.2
8 (1) (2) (3) (4).....	4	0.1	8 (5).....	1,241	32.5
8 (1) (2) (3) (5).....	56	1.5			

¹ For cases in which charges were amended after filing, the final or last amended charges are tabulated instead of original charges.

² Less than 0.1 percent.

Table 5.—Distribution of cases received during the fiscal year 1946 and percent increase or decrease compared with the fiscal year 1945, by States¹

Division and State	Number of cases received in 1946				Percent increase or decrease compared with 1945		
	All cases	Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
New England.....	980	287	7.5	693	8.2	+80.5	+15.5
Maine.....	71	19	0.5	52	0.6	+137.5	+62.5
New Hampshire.....	70	20	0.5	50	0.6	+122.2	+35.1
Vermont.....	36	10	0.3	26	0.3	+42.9	-3.7
Massachusetts.....	509	147	3.9	362	4.3	+88.5	+17.2
Rhode Island.....	94	28	0.7	66	0.8	+40.0	-5.7
Connecticut.....	200	61	1.6	137	1.6	+70.3	+9.6

¹ The States are grouped according to the method used by the Bureau of the Census, U. S. Department of Commerce.

Table 5.—Distribution of cases received during the fiscal year 1946 and percent increase or decrease compared with the fiscal year 1945, by States¹—Continued

Division and State ¹	Number of cases received in 1946				Percent increase or decrease compared with 1945		
	All cases	Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
Middle Atlantic.....	2,702	842	22 1	1,860	22 0	+64 5	+18 1
New York.....	1,506	509	13 4	997	11 8	+71 4	+18 0
New Jersey.....	457	139	3 6	318	3 8	+24 1	-4 8
Pennsylvania.....	739	194	5 1	545	6 4	+88 3	+37 6
East North Central.....	2,767	932	24 4	1,835	21 7	+55 1	+7 9
Ohio.....	878	284	-7 4	594	7 0	+53 5	+18 3
Indiana.....	388	115	3 0	273	3 2	+66 7	+39 3
Illinois.....	828	292	7 7	536	6 4	+72 8	+7 2
Michigan.....	497	181	4 7	316	3 7	+38 2	-2 5
Wisconsin.....	176	60	1 6	116	1 4	+27 7	-35 2
West North Central.....	848	278	7 3	570	6 8	+54 4	+5 0
Iowa.....	134	46	1 2	88	1 0	+27 8	-26 7
Minnesota.....	136	47	1 2	89	1 1	+62 1	+30 9
Missouri.....	398	128	3 4	270	3 2	+64 1	+15 4
North Dakota.....	10	3	0 1	7	0 1	+200 0	-41 7
South Dakota.....	7	3	0 1	4	0 1	-25 0	-77 8
Nebraska.....	85	27	0 7	58	0 7	+68 8	+28 9
Kansas.....	78	24	0 6	54	0 6	+50 0	+17 4
South Atlantic.....	1,294	412	10 8	882	10 4	+53 2	+35 7
Delaware.....	18	8	0 2	10	0 1	+33 3	-41 2
Maryland.....	215	77	2 0	138	1 6	+102 6	+12 2
District of Columbia.....	64	21	0 5	43	0 5	+23 5	+43 3
Virginia.....	188	44	1 2	144	1 7	+57 1	+12 5
West Virginia.....	224	45	1 2	179	2 1	+4 7	+115 7
North Carolina.....	174	54	1 4	120	1 4	+22 7	+33 3
South Carolina.....	59	27	0 7	32	0 4	+200 0	+88 2
Georgia.....	233	94	2 5	139	1 7	+88 0	+58 0
Florida.....	119	42	1 1	77	0 9	+23 5	+4 1
East South Central.....	694	201	5 3	493	5 8	+30 5	+41 3
Kentucky.....	161	57	1 5	104	1 2	+46 2	-10 4
Tennessee.....	296	84	2 2	212	2 5	+9 1	+59 4
Alabama.....	183	48	1 3	135	1 6	+152 6	+107 7
Mississippi.....	54	12	0 3	42	0 5	-36 9	+20 0
West South Central.....	819	221	5 8	598	7 1	+33 1	+13 5
Arkansas.....	71	19	0 5	52	0 6	+111 1	+173 7
Louisiana.....	155	44	1 1	111	1 3	+57 1	+7 8
Oklahoma.....	118	29	0 8	89	1 1	+7 4	+43 5
Texas.....	475	129	3 4	346	4 1	+26 5	+9
Mountain.....	307	91	2 4	216	2 6	+37 9	-15 0
Montana.....	20	9	0 2	11	0 1	+125 0	-38 9
Idaho.....	39	13	0 3	26	0 3	+116 7	+100 0
Wyoming.....	21	2	0 1	19	0 2	-60 0	+18 8
Colorado.....	154	42	1 1	112	1 4	+35 5	+67 2
New Mexico.....	19	7	0 2	12	0 1	-22 2	-47 8
Arizona.....	39	10	0 3	29	0 4	+42 9	-72 9
Utah.....	13	7	0 2	6	0 1	+250 0	(²)
Nevada.....	2	1	(²)	1	(²)	-50 0	-75 0
Pacific.....	1,688	500	13 1	1,188	14 1	+96 9	+31 6
Washington.....	185	41	1 1	144	1 7	+64 0	+48 5
Oregon.....	95	35	0 9	154	1 8	+52 2	+58 8
California.....	1,314	424	11 1	890	10 6	+105 8	+25 5
Outlying areas.....	161	51	1 3	110	1 3	-22 7	-47 4
Alaska.....	2	1	(²)	1	(²)	+100 0	-94 5
Hawaii.....	95	12	0 3	83	1 0	+33 3	+6 4
Puerto Rico.....	64	38	1 0	26	0 3	-33 3	-77 0

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

Table 6.—Distribution of cases received during the fiscal year 1946, by industry

Industrial group ¹	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent of total	Number	Percent of total	Number	Percent of total
Total.....	12,260	100 0	3,815	100 0	8,445	100 0
Manufacturing.....	9,227	75 3	2,918	76 5	6,309	74 7
Food and kindred products.....	1,298	10 6	392	10 3	906	10 7
Tobacco manufactures.....	40	0 3	14	0 4	26	0 3
Textile-mill products.....	503	4 1	184	4 8	319	3 8
Apparel and other finished products made from fabric and similar mate- rials.....	359	2 9	172	4 5	187	2 2
Lumber and timber basic products.....	353	2 9	78	2 0	275	3 3
Furniture and finished lumber prod- ucts.....	439	3 6	156	4 1	283	3 4
Paper and allied products.....	292	2 4	75	2 0	217	2 6
Printing, publishing, and allied indus- tries.....	253	2 1	85	2 2	168	2 0
Chemicals and allied products.....	568	4 6	133	3 5	435	5 2
Products of petroleum and coal.....	185	1 5	40	1 0	145	1 7
Rubber products.....	125	1 0	40	1 0	85	1 0
Leather and leather products.....	237	1 9	81	2 1	156	1 8
Stone, clay, and glass products.....	313	2 6	86	2 3	227	2 7
Iron and steel and their products.....	1,029	8 4	328	8 6	701	8 3
Nonferrous metals and their products.....	466	3 8	141	3 7	325	3 8
Machinery (except electrical).....	1,251	10 2	399	10 5	852	10 1
Electrical machinery.....	548	4 5	181	4 8	367	4 3
Transportation equipment.....	542	4 4	192	5 0	350	4 1
Aircraft and parts.....	148	1 2	59	1 5	89	1 1
Automotive.....	224	1 8	77	2 0	147	1 7
Ship and boat building and re- pairing.....	127	1 0	50	1 3	77	0 9
Other.....	43	0 4	6	0 2	37	0 4
Miscellaneous manufacturing.....	426	3 5	141	3 7	285	3 4
Agriculture, forestry, and fishing.....	8	0 1	4	0 1	4	0 1
Mining.....	484	3 9	126	3 3	358	4 2
Metal mining.....	110	0 9	34	0 9	76	0 9
Coal mining.....	185	1 5	43	1 1	142	1 7
Crude petroleum and natural gas production.....	113	0 9	28	0 7	85	1 0
Nonmetallic mining and quarrying.....	76	0 6	21	0 6	55	0 6
Construction.....	95	0 8	16	0 4	79	0 9
Wholesale trade.....	434	3 5	131	3 4	303	3 6
Retail trade.....	401	3 3	108	2 8	293	3 5
Finance, insurance, and real estate.....	107	0 9	34	0 9	73	0 9
Transportation, communication, and other public utilities.....	1,061	8 6	300	7 9	761	9 0
Highway passenger transportation.....	126	1 0	41	1 1	85	1 0
Highway freight transportation.....	212	1 7	65	1 7	147	1 7
Water transportation.....	161	1 3	29	0 8	132	1 6
Warehousing and storage.....	140	1 1	44	1 2	96	1 1
Other transportation.....	69	0 6	16	0 4	53	0 6
Communication.....	178	1 5	62	1 6	116	1 4
Heat, light, power, water, and sani- tary services.....	175	1 4	43	1 1	132	1 6
Services.....	443	3 6	178	4 7	265	3 1

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

Table 7.—Regional distribution of cases received during the fiscal year 1946, compared with 1945

Location of Regional Office	All cases			Unfair labor practice cases			Representation cases		
	Fiscal year 1946	Fiscal year 1945	Percent increase or decrease	Fiscal year 1946	Fiscal year 1945	Percent increase or decrease	Fiscal year 1946	Fiscal year 1945	Percent increase or decrease
Total	12,260	9,738	+25.9	3,815	2,427	+57.1	8,445	7,311	+15.5
Boston.....	929	711	+30.7	272	144	+88.9	657	567	+15.9
New York.....	1,506	1,227	+22.7	504	334	+50.9	1,002	893	+12.2
Buffalo.....	398	277	+43.7	134	60	+123.3	264	217	+21.7
Philadelphia.....	552	393	+40.5	148	70	+111.4	404	323	+25.1
Baltimore.....	660	515	+28.2	204	136	+50.0	456	379	+20.3
Pittsburgh.....	382	295	+29.5	88	73	+20.5	294	222	+32.4
Detroit.....	436	420	+3.8	153	127	+20.5	283	293	-3.4
Cleveland.....	572	447	+28.0	193	134	+44.0	379	313	+21.1
Cincinnati.....	567	476	+19.1	159	117	+35.9	408	359	+13.6
Atlanta.....	701	447	+56.8	249	164	+51.8	452	283	+59.7
Indianapolis.....	354	174	+103.4	103	51	+102.0	251	123	+104.1
Chicago.....	914	848	+7.8	332	199	+66.8	582	640	-10.3
St. Louis.....	380	315	+20.6	123	82	+50.0	257	233	+10.3
New Orleans.....	471	326	+44.5	120	77	+55.8	351	249	+41.0
Fort Worth.....	605	569	+6.3	164	142	+15.5	441	427	+3.3
Kansas City.....	493	332	+48.5	145	95	+52.6	348	237	+46.8
Minneapolis.....	382	366	+4.4	133	79	+68.4	249	287	-13.3
Seattle.....	430	301	+42.9	99	60	+65.0	331	241	+37.3
San Francisco.....	585	361	+62.0	184	73	+152.1	401	288	+39.2
Los Angeles.....	784	681	+15.1	258	144	+79.2	526	537	-2.1
Hawaii.....	95	86	+10.5	12	8	+50.0	83	78	+6.4
Puerto Rico.....	64	170	-62.4	38	57	-33.3	26	113	-77.0

¹ Includes one case filed directly with the Board in Washington

² The Indianapolis Regional Office was reestablished in December 1944. The 1945 figure represents cases filed during 7 months.

Table 8.—Disposition of unfair labor practice cases closed during the fiscal year 1946 by stage and method

Stage and method	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during the year	5,136	-----	100.0
Total number of cases closed.....	2,911	100.0	56.7
Before formal action, total.....	2,641	90.7	51.4
Adjusted.....	579	19.9	11.3
Withdrawn.....	1,661	57.1	32.3
Dismissed.....	397	13.6	7.7
Closed otherwise.....	4	0.1	0.1
After formal action, total.....	270	9.3	5.3
Before hearing.....	18	0.6	0.4
Adjusted.....	12	0.4	0.2
Withdrawn.....	3	0.1	0.1
Dismissed.....	3	0.1	0.1
After hearing.....	43	1.5	0.8
Adjusted.....	3	0.1	0.1
Compliance with Intermediate Report.....	22	0.8	0.4
Withdrawn.....	11	0.4	0.2
Dismissed.....	7	0.2	0.1
After Board decision.....	101	3.5	2.0
Compliance.....	70	2.4	1.4
Dismissed.....	27	0.9	0.5
Closed otherwise.....	4	0.2	0.1
After court action.....	108	3.7	2.1
Compliance with consent decree.....	54	1.9	1.1
Compliance with court order.....	53	1.8	1.0
Dismissed.....	1	(¹)	(¹)

¹ Less than 0.1 percent.

Table 9.—Disposition of representation cases closed during the fiscal year 1946, by stage and method

Stage and method	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during the year.....	10,361		100 0
Total number of cases closed.....	7,981	100 0	77 0
Before formal action, total.....	5,911	74 1	57 0
Adjusted.....	3,877	48 6	37 4
Recognition.....	238	3 0	2 3
Consent election and cross check.....	3,571	44 7	34 5
Prehearing election.....	68	0 9	0 6
Withdrawn.....	1,594	20 0	15 4
Dismissed.....	426	5 3	4 1
Closed otherwise.....	14	0 2	0 1
After formal action, total.....	2,070	25 9	20 0
Before hearing.....	146	1 8	1 4
Adjusted.....	74	0 9	0 7
Recognition.....	2	(¹)	(¹)
Consent election and cross check.....	65	0 8	0 6
Prehearing election.....	7	0 1	0 1
Withdrawn.....	67	0 8	0 6
Dismissed.....	5	0 1	0 1
After hearing.....	170	2 1	1 7
Adjusted.....	77	1 0	0 8
Recognition.....	4	0 1	(¹)
Consent election and cross check.....	73	0 9	0 8
Withdrawn.....	83	1 0	0 8
Dismissed.....	10	0 1	0 1
After Board decision.....	1,754	22 0	16 9
Certified.....	1,268	15 9	12 2
Stipulated election and cross check.....	351	4 4	3 4
Prehearing election and stipulation.....	27	0 3	0 3
Ordered election.....	875	11 0	8 4
Prehearing election and Board decision.....	14	0 2	0 1
Without election.....	1	(¹)	(¹)
Dismissed.....	423	5 3	4 1
Stipulated election and cross check.....	84	1 0	0 8
Ordered election.....	213	2 7	2 1
Prehearing election and Board decision.....	2	(¹)	(¹)
Without election.....	124	1 6	1 2
Withdrawn.....	61	0 8	0 6
Otherwise.....	2	(¹)	(¹)

Less than 0 1 percent

Table 10.—Forms of remedy in unfair labor practice cases closed during the fiscal year 1946, by identification of complainant

	Total	Identification of complainant			
		A. F. of L affiliates	C I O affiliates	Unaffiliated unions	Individuals
Cases					
Notice posted.....	529	243	218	51	17
Company union disestablished.....	51	24	26	1	0
Workers placed on preferential hiring list.....	59	28	21	6	4
Collective bargaining begun.....	176	98	60	18	0
Workers					
Workers reinstated to remedy discriminatory discharge.....	3,184	2,015	951	195	23
Workers receiving back pay.....	2,779	773	1,741	233	32
Back-pay awards.....	\$899,297	\$132,770	\$714,477	\$40,830	\$11,220
Strikers reinstated.....	384		384		

Table 11.—Formal action taken during the fiscal year 1946

	All cases		Unfair labor practice cases		Representation cases	
	Number of cases	Formal actions ¹	Number of cases	Formal actions ¹	Number of cases	Formal actions ¹
Complaints issued.....	306	289	306	289		
Notices of hearing issued.....	1,534	1,309			1,534	1,309
Cases heard.....	1,660	1,402	233	219	1,427	1,183
Intermediate Reports or proposed findings.....	186	178	186	178		
Decisions issued.....	2,025	1,748	242	230	1,783	1,518
Decisions and orders.....	193	183	193	183		
Decisions and consent orders.....	49	47	49	47		
Elections directed ²	1,189	975			1,189	975
Certifications or dismissals after stipulated elections.....	438	426			438	426
Certifications after prehearing elections and stipulation.....	28	27			28	27
Certifications or dismissals on the record.....	114	76			114	76
Certifications on record after prehearing elections.....	14	14			14	14

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

² Includes 3 prehearing election cases in which the Board directed the opening and counting of challenged ballots.

Table 12.—Types of elections and cross checks conducted during the fiscal year 1946

Type of election or cross check	Elections and cross checks		Eligible voters		Valid votes	
	Number	Percent	Number	Percent	Number	Percent
Total.....	5,589	100 0	846,431	100 0	698,812	100 0
Consent.....	3,796	67.9	441,173	52 1	362,714	51.9
Elections.....	3,218	57 6	412,806	48 8	342,303	49.0
Cross checks.....	578	10 3	28,367	3.3	20,411	2.9
Stipulated.....	467	8.4	110,855	13 1	93,171	13.4
Elections.....	461	8.3	110,585	13.1	92,950	13.4
Cross checks.....	6	0 1	270	(¹)	221	(¹)
Prehearing elections.....	² 163	2 9	16,658	2.0	14,224	2.0
Ordered elections.....	1,163	20.8	277,745	32.8	228,703	32.7

¹ Less than 0 1 percent.² The prehearing election procedure was instituted in December 1945.

Table 13.—Results of elections and cross checks conducted during the fiscal year 1946, by union affiliation

	Elections in which union participated			Elections won by union		Valid votes cast for union	
	Number	Number of eligible voters	Number of valid votes cast	Number	Percent of elections in which union participated	Number	Percent of total votes in elections in which union participated
A. F. of L. ¹	3,011	437,772	359,672	2,004	66.6	175,332	48.7
C. I. O.....	2,914	579,275	479,394	1,958	67.2	263,641	55.0
Unaffiliated ¹	722	210,737	171,364	484	67.0	90,874	53.0

¹ The United Mine Workers of America was listed as an unaffiliated union until the end of January 1946; after which it appeared on the ballot as an A. F. of L. affiliate.

Table 14.—Elections and cross checks conducted during the fiscal year 1946, by the number of unions participating

Number of unions participating	Elections and cross checks		Eligible voters		
	Number	Percent of total	Number	Percent of total	Percent casting valid votes
1 union.....	4,475	80.1	462,216	54.6	83.5
2 unions.....	1,051	18.8	343,523	40.6	81.3
3 or more unions.....	63	1.1	40,692	4.8	82.3

Table 15.—Number of elections and cross checks and number of votes cast for participating unions during the fiscal year 1946

Participating unions	Num-ber of elections and cross checks	Elections and cross checks won by—							Eligible voters		Valid votes cast for—							Against unions
		A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union	Number	Per-cent in-g valid votes	Total	A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		
		Num-ber	Per-cent	Num-ber	Per-cent	Num-ber	Per-cent	Num-ber				Num-ber	Per-cent	Num-ber	Per-cent	Num-ber	Per-cent	
Total.....	5,589	2,004	35.9	1,958	35.0	484	8.7	1,143	846,431	82.6	698,812	175,332	25.1	263,641	37.7	90,874	13.0	168,965
A. F. of L. affiliates ¹	2,204	1,681	76.3	-----	-----	-----	-----	523	174,056	84.5	147,103	94,904	64.5	-----	-----	-----	-----	52,199
C. I. O. affiliates ²	2,031	-----	-----	1,561	76.9	-----	-----	470	264,585	83.4	220,667	-----	-----	138,749	62.9	-----	-----	81,918
Unaffiliated unions.....	310	-----	-----	-----	-----	253	81.6	57	41,376	78.8	32,617	-----	-----	-----	-----	24,972	76.6	7,645
A. F. of L. affiliates-C. I. O. affiliates ³	632	251	39.7	308	48.7	-----	-----	73	197,053	81.0	159,678	61,178	38.3	77,655	48.6	-----	-----	20,845
A. F. of L. affiliates-unaffiliated unions ⁴	141	63	44.7	-----	-----	73	51.8	5	40,133	78.8	31,619	15,660	49.5	-----	-----	14,351	45.4	1,608
C. I. O. affiliates-unaffiliated unions ⁵	217	-----	-----	80	36.9	123	56.7	14	91,107	85.4	77,777	-----	-----	39,291	50.5	34,552	44.4	3,934
Unaffiliated-unaffiliated.....	20	-----	-----	-----	-----	20	100.0	0	11,591	69.7	8,079	-----	-----	-----	-----	7,891	97.7	188
A. F. of L.-C. I. O.-unaffiliated unions.....	34	9	26.5	9	26.5	15	44.1	1	26,630	80.2	21,272	3,590	16.9	7,946	37.4	9,108	42.8	628

¹ Includes 63 elections in which 2 A. F. of L. unions were on ballot; 1 election in which 3 A. F. of L. unions were on ballot.

² Includes 6 elections in which 2 C. I. O. unions were on ballot.

³ Includes 11 elections in which 2 A. F. of L. unions were on ballot; 1 election in which 3 A. F. of L. unions were on ballot; 1 election in which 2 C. I. O. unions were on ballot.

⁴ Includes 2 elections in which 2 A. F. of L. unions were on ballot; 3 elections in which 2 unaffiliated unions were on ballot.

⁵ Includes 2 elections in which 2 C. I. O. unions were on ballot; 9 elections in which 2 unaffiliated unions were on ballot.

Table 16.—Number of elections and cross checks, number eligible to vote, and number of votes cast for participating unions during the fiscal year 1946, by petitioner

Participating unions	Number of elections and cross checks	Elections won by petitioner		Eligible voters, number	Valid vote cast for—					Percent of total votes cast for petitioner
		Number	Percent		Total	A. F. of L.	C. I. O.	Unaffiliated unions	No union	
Total.....	5,589	3,953	70.7	846,431	698,812	175,332	263,641	90,874	168,965	53.4
A. F. of L. affiliate, petitioner.....	2,499	1,779	71.2	297,884	245,945	129,437	40,100	13,149	63,259	50.8
No other party on ballot.....	¹ 2,193	1,651	75.3	172,963	146,108	93,962	—	—	52,146	62.8
C. I. O. on ballot.....	² 223	93	41.7	91,341	72,995	25,150	37,387	—	10,458	31.8
Unaffiliated union on ballot.....	³ 71	32	45.1	22,123	17,823	8,597	—	8,752	474	47.8
C. I. O. and unaffiliated union on ballot.....	⁴ 12	3	25.0	11,457	9,019	1,728	2,713	4,397	181	16.6
C. I. O. affiliate, petitioner.....	2,561	1,820	71.1	450,931	375,619	37,670	213,643	28,866	95,440	55.0
No other party on ballot.....	⁵ 2,029	1,557	76.7	264,430	220,536	—	138,703	—	81,833	61.1
A. F. of L. on ballot.....	⁶ 403	212	52.6	105,395	88,417	35,873	40,160	—	10,384	46.5
Unaffiliated union on ballot.....	⁷ 110	45	40.9	67,129	56,997	—	29,967	24,192	2,838	47.1
A. F. of L. and unaffiliated union on ballot.....	⁸ 19	6	31.6	13,977	13,977	1,797	4,813	4,674	385	41.2
Unaffiliated union, petitioner.....	501	354	70.7	93,893	73,942	7,044	8,835	47,963	10,100	56.5
No other party on ballot.....	⁹ 310	252	81.3	41,376	32,617	—	—	24,972	7,645	76.2
A. F. of L. on ballot.....	¹⁰ 68	35	51.5	17,805	13,597	6,979	—	5,484	1,134	39.9
C. I. O. on ballot.....	¹¹ 102	57	55.9	22,101	19,138	—	8,415	9,652	1,071	36.9
Other unaffiliated union on ballot.....	18	10	55.6	11,515	8,006	—	—	7,818	188	54.6
A. F. of L. and C. I. O. on ballot.....	3	0	0.0	1,096	584	65	420	37	62	6.3
Employer petitioner.....	28	—	—	3,723	3,306	1,181	1,063	896	166	—
A. F. of L. and C. I. O. on ballot.....	6	—	—	317	266	155	108	—	3	—
A. F. of L. and unaffiliated union on ballot.....	2	—	—	205	199	84	—	—	—	—
C. I. O. and unaffiliated union on ballot.....	5	—	—	—	1,642	—	909	115	25	—
A. F. of L. alone.....	¹² 11	—	—	1,093	995	942	—	708	53	—
C. I. O. alone.....	2	—	—	155	131	—	46	—	85	—
Unaffiliated union alone.....	¹³ 2	—	—	76	73	—	—	73	—	—

- ¹ Includes 55 elections in which 2 A F. of L. unions were on ballot; 1 election in which 3 A F. of L. unions were on ballot, 2 elections in which petitioner was not on ballot
- ² Includes 5 elections in which 2 A. F. of L. unions were on ballot, 1 election in which 2 C I O. unions were on ballot, 10 elections in which petitioner was not on ballot.
- ³ Includes 2 elections in which 2 A F. of L. unions were on ballot, 1 election in which petitioner was not on ballot.
- ⁴ 4 elections in which petitioner was not on ballot.
- ⁵ Includes 6 elections in which 2 C I. O unions were on ballot, 1 election in which petitioner was not on ballot
- ⁶ Includes 5 elections in which 2 A F. of L. unions were on ballot; 1 election in which 3 A. F. of L. unions were on ballot, 8 elections in which petitioner was not on ballot.

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

Table 17.—Number of elections and cross checks and number of valid votes cast during the fiscal year 1946, by industry

Industrial groups ¹	Elections and cross-check		Winner								Eligible votes in all elections and cross-checks		Valid votes cast in all elections and cross-checks	
	Num-cent	Per-cent	A. F. of L.		C. I. O.		Unaffiliated		No union		Number	Per-cent	Number	Per-cent
			Number	Per-cent	Number	Per-cent	Number	Per-cent	Number	Per-cent				
Total.....	5,589	100 0	2,004	35 9	1,958	35 0	484	8 7	1,143	20 4	846,431	100.0	698,812	100 0
Manufacturing.....	4,383	78 4	1,487	33 9	1,658	37.8	328	7 5	910	20 8	706,920	83 5	586,346	83.9
Food and kindred products.....	563	10 1	276	49 0	150	26 7	26	4 6	111	19 7	47,407	5 6	37,832	5 4
Tobacco manufacturers.....	14	0 3	7	50 0	1	7 1			6	42 9	2,926	0 3	2,409	0 3
Textile mill products.....	271	4 8	44	16 3	106	39 1	38	14 0	83	30 6	104,522	12.3	85,269	12.2
Apparel and other finished products.....	108	1 9	32	29 6	30	27 8	5	4 6	41	38 0	14,862	1 8	13,048	1 9
Lumber and timber basic products.....	181	3 2	62	34 3	74	40 9	8	4 4	37	20 4	19,027	2 3	15,591	2 2
Furniture and finished lumber products.....	188	3 4	50	26 6	79	42 0	9	4 8	50	26 6	19,208	2 3	16,496	2 4
Paper and allied products.....	161	2 9	61	37 9	50	31 1	10	6 2	40	24 8	26,000	3 1	22,064	3 1
Printing, publishing, and allied industries.....	98	1 8	45	45 9	26	26 5	7	7 2	20	20 4	3,730	0 4	3,280	0 5
Chemicals and allied products.....	319	5 7	112	35 1	118	37.0	36	11 3	53	16 6	45,513	5 4	38,534	5 5
Products of petroleum and coal.....	86	1 5	20	23 3	31	36 0	14	16 3	21	24 4	11,303	1 3	9,381	1 3
Rubber products.....	61	1 1	15	24 6	28	45 9	5	8 2	13	21 3	14,886	1 8	11,312	1 6
Leather and leather products.....	128	2 3	27	21 1	65	50 8	10	7 8	26	20 3	17,872	2 1	15,214	2 2
Stone, clay, and glass products.....	145	2 6	54	37 2	42	29 0	13	9 0	36	24 8	21,945	2 6	17,913	2 6
Iron and steel and their products.....	557	10 0	176	31 6	227	40 8	56	10 0	98	17 6	83,350	9 8	69,628	10 0
Nonferrous metals and their products.....	191	3 4	62	32 5	100	52 3	7	3 7	22	11 5	19,830	2 3	16,801	2 4
Machinery (except electrical).....	627	11 2	237	37 8	226	36 0	32	5 1	132	21 1	109,685	13 0	93,953	13 4
Electrical machinery.....	240	4 3	69	28 7	115	47 9	23	9 6	33	13 8	65,298	7 7	53,066	7 6
Transportation equipment.....	264	4 7	84	31 8	100	37 9	23	8 7	57	21 6	62,601	7 4	50,144	7 2
Aircraft and parts.....	64	1 1	19	29 7	17	26 6	10	15 6	18	28 1	16,415	1 9	13,027	1 9
Automotive equipment and parts.....	107	1 9	32	29 9	52	48 6	4	3 7	19	17 8	13,681	1 6	11,915	1 7
Ship and boat building and repairing.....	66	1 2	25	37 9	21	31 8	7	10 6	13	19 7	27,468	3 3	20,785	3 0
Other.....	27	0 5	8	29 6	10	37 1	2	7 4	7	25 9	5,037	0 6	4,417	0 6
Miscellaneous manufacturing.....	181	3 2	54	29 9	90	49 7	6	3 3	31	17 1	16,955	2 0	14,411	2 1
Mining.....	195	3 5	48	24 6	65	33 3	36	18 5	46	23 6	21,110	2 5	16,802	2 4
Metal mining.....	40	0 7	10	25 0	25	62 5	1	2 5	4	10 0	3,792	0 5	3,163	0 5
Coal mining.....	33	0 6	5	15 2	1	3 0	13	39 4	14	42 4	2,835	0 3	2,403	0 3
Crude petroleum and natural gas production.....	76	1 4	14	18 4	29	38 2	17	22 4	16	21 0	10,411	1 2	7,821	1 1
Nonmetallic mining and quarrying.....	46	0 8	19	41 3	10	21 7	5	10 9	12	26 1	4,072	0 5	3,415	0 5

Construction.....	30	0 5	21	70 0	3	10 0	3	10 0	3	10 0	2,419	0 3	1,828	0 3
Wholesale trade.....	202	3 6	84	41 6	55	27 2	17	8 4	46	22 8	11,659	1 4	9,360	1 3
Retail trade.....	153	2 8	87	56 9	35	22 9	3	1 9	28	18 3	15,727	1 9	12,215	1 7
Finance, insurance, and real estate.....	51	0 9	23	45 1	6	11.8	3	5 9	19	37 2	6,226	0 7	5,421	0 8
Transportation, communication, and other public utilities.....	459	8.2	199	43.3	100	21 8	89	19 4	71	15 5	71,510	8 4	58,604	8 4
Highway passenger transportation.....	42	0 8	21	50 0	1	2 4	6	14 3	14	33 3	2,259	0 3	1,924	0 3
Highway freight transportation.....	51	0 9	37	72 6	4	7 8	1	2 0	9	17 6	1,284	0 1	1,032	0 1
Water transportation.....	88	1 6	16	18.2	36	40 9	23	26 1	13	14 8	5,132	0 6	3,940	0 6
Warehousing and storage.....	57	1 0	23	40 3	25	43 9	3	5 3	6	10 5	1,823	0.2	1,553	0 2
Other transportation.....	35	0 6	11	31.5	11	31 4	4	11 4	9	25 7	6,067	0 7	5,290	0 8
Communication.....	78	1 4	32	41 0	4	5 1	33	42 3	9	11 6	15,955	1 9	10,620	1.5
Heat, light, power, water, and sanitary service.....	108	1 9	59	54 6	19	17 6	19	17 6	11	10 2	38,990	4 6	34,245	4 9
Services.....	116	2.1	55	47 4	36	31 0	5	4 3	20	17 3	10,860	1 3	8,236	1 2

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

Table 18.—Number of elections and cross checks and number of votes cast for participating unions during the fiscal year 1946, by State

State	Number of elections and cross checks		Elections and cross checks won by					Valid votes cast				
			A. F. of L. affiliates	C I O affiliates	Unaffiliated unions	No union	Eligible voters	Total	A F of L affiliates	C I O affiliates	Unaffiliated unions	Against unions
Total.....	5,589	2,004	1,958	484	1,143	846,431	698,812	175,332	263,641	90,874	168,965	
Alabama.....	87	22	52	4	9	9,230	7,859	1,143	4,197	1,232	1,287	
Arizona.....	24	4	18	0	2	1,575	1,265	264	892	0	109	
Arkansas.....	24	8	8	0	8	2,630	2,235	1,081	744	0	410	
California.....	467	172	151	42	102	47,664	37,239	10,620	9,989	7,411	9,219	
Colorado.....	90	58	16	6	10	5,104	3,549	1,443	374	1,080	652	
Connecticut.....	94	37	34	7	16	24,234	19,531	3,887	8,269	2,626	4,749	
Delaware.....	9	2	3	2	2	3,148	2,828	137	562	1,343	786	
District of Columbia.....	26	10	9	3	4	1,703	1,449	378	494	128	449	
Florida.....	34	20	6	1	7	1,953	1,563	653	357	25	528	
Georgia.....	112	40	46	0	27	15,358	12,846	2,052	5,786	0	5,008	
Idaho.....	15	5	7	0	3	3,282	2,466	849	1,352	0	265	
Illinois.....	390	128	158	26	78	74,072	62,415	16,158	26,295	7,174	12,788	
Indiana.....	172	52	72	14	34	33,740	26,788	4,688	10,538	4,202	7,260	
Iowa.....	61	29	18	3	11	4,136	3,571	1,416	1,306	256	593	
Kansas.....	35	13	12	2	8	3,021	2,644	863	800	668	413	
Kentucky.....	67	36	8	2	21	4,956	4,001	2,222	458	134	1,187	
Louisiana.....	62	20	21	7	14	10,591	8,747	3,556	3,058	689	1,444	
Maine.....	28	16	2	3	7	7,609	5,986	2,414	1,786	1,150	636	
Maryland.....	107	38	25	13	31	22,392	18,083	4,158	5,315	3,563	5,047	
Massachusetts.....	285	86	98	45	56	65,691	54,823	12,648	23,758	3,892	14,525	
Michigan.....	213	61	82	20	50	22,382	18,964	3,397	7,213	2,722	5,632	
Minnesota.....	72	28	35	1	8	12,711	10,742	1,942	5,372	345	3,083	
Mississippi.....	26	12	13	0	1	4,487	3,568	1,536	1,497	92	443	
Missouri.....	181	93	46	8	34	24,231	19,131	8,373	5,511	1,114	4,133	
Montana.....	9	6	1	0	2	470	416	160	107	55	94	
Nebraska.....	37	14	11	2	10	2,071	1,759	787	278	413	281	
Nevada.....	0	0	0	0	0	0	0	0	0	0	0	
New Hampshire.....	37	10	14	2	11	4,724	4,113	1,024	1,662	99	1,328	
New Jersey.....	225	53	93	37	42	41,039	35,275	5,645	14,034	7,590	8,006	
New Mexico.....	15	6	3	1	5	1,817	1,217	422	347	269	179	
New York.....	595	199	254	43	99	85,458	75,268	18,793	30,800	11,230	14,445	
North Carolina.....	77	16	30	2	29	15,312	12,739	1,381	5,655	149	5,554	
North Dakota.....	6	3	0	0	3	89	82	36	0	0	46	
Ohio.....	416	133	136	69	78	61,845	51,180	11,156	17,772	7,919	14,333	
Oklahoma.....	72	27	21	5	19	6,277	5,311	1,368	1,549	198	2,196	
Oregon.....	88	45	23	0	20	8,675	6,311	2,980	1,966	0	1,365	
Pennsylvania.....	395	97	171	44	83	80,207	66,306	11,085	32,458	9,346	13,417	
Rhode Island.....	53	16	10	11	16	10,709	9,415	1,995	3,523	1,709	2,188	
South Carolina.....	19	7	6	0	6	5,741	4,575	1,537	1,234	0	1,804	
South Dakota.....	5	3	0	0	2	200	167	91	0	0	76	
Tennessee.....	140	48	53	6	33	19,904	16,100	5,709	4,887	1,032	4,472	
Texas.....	238	100	66	14	58	24,186	19,331	6,190	6,226	1,666	5,249	
Utah.....	5	1	2	0	2	859	751	267	341	0	143	
Vermont.....	17	3	9	0	5	1,843	1,672	185	685	239	563	
Virginia.....	120	52	28	15	25	18,058	15,255	5,270	3,560	2,440	3,985	
Washington.....	80	58	12	2	8	7,480	5,438	2,734	1,015	908	781	
West Virginia.....	65	16	19	8	22	12,029	10,633	2,486	2,133	1,165	4,849	
Wisconsin.....	88	48	19	8	13	20,685	16,853	6,460	4,190	4,051	2,152	
Wyoming.....	9	4	2	1	2	538	376	79	69	172	56	
Alaska.....	0	0	0	0	0	0	0	0	0	0	0	
Hawai.....	89	49	35	0	5	6,235	5,210	1,614	3,071	0	525	
Puerto Rico.....	8	0	1	5	2	1,030	766	0	156	378	232	

APPENDIX B

STATISTICAL TABLE

The following table presents the statistical record of War Labor Disputes Act cases received during the fiscal year, cases closed, cases pending at the end of the year, and polls conducted during the year, as well as preceding years.



War Labor Disputes Act cases received, closed, pending, polls conducted, and employers involved, during the fiscal years 1944, 1945, and 1946

	Total	Fiscal year 1944	Fiscal year 1945	July- December 1945 ¹
Cases received.....	4,601	1,089	1,284	2,228
Cases closed.....	4,176	1,035	1,183	1,958
Method of disposition:				
Polls conducted.....	1,571	232	404	935
Withdrawn.....	2,249	688	727	834
Closed otherwise.....	356	115	52	189
Cases pending end of period.....	425	54	155	425
Results of polls:				
Total number of polls ²	2,168	381	573	1,214
Voted in favor of interruption of work.....	1,850	323	482	1,045
Voted against interruption of work ³	318	58	91	169
Total number eligible to vote.....	2,923,655	129,661	738,972	2,055,022
Total valid votes cast.....	1,926,811	98,224	540,242	1,288,345
Votes in favor of interruption of work.....	1,593,937	69,978	442,769	1,081,190
Votes against interruption of work.....	332,874	28,246	97,473	207,155
Number of employers involved.....	26,630	2,885	11,994	11,751

¹ The Board discontinued the processing of War Labor Disputes Act cases in December 1945, pursuant to congressional action.

² Polls were conducted in 1,571 separate cases, but involving 2,168 separate voting units.

³ Includes 59 polls in which no votes were cast, and 28 polls which resulted in a tie vote.



APPENDIX C

LIST OF CASES HEARD DURING THE FISCAL YEAR 1946

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



APPENDIX C

CASES HEARD DURING THE FISCAL YEAR 1946

I. Unfair Labor Practice Cases

- 21-C-2555 Airsearch Mfg. of Arizona, Inc.
- 6-C-992 Allis Chalmers Mfg. Co.
- 10-C-1725 Allison, J. H., & Co.
- 11-C-1200 Aluminum Co. of America.
- 9-C-2098 American Aircraft Mfg. Co., The.
- 15-C-1072 American Furniture Mfg. Co.
- 13-C-2537 American Gear & Mfg. Co.
- 2-C-5764 American White Cross Laboratories, Inc.
- 20-C-1302 Ames Harris Neville Co.
- 1-C-2520 Anthony, E., & Sons, Inc.
- 15-C-1500 Arkansas-Missouri Power Co.
- 11-C-1189 Arnolt Motor Co., Inc.
- 10-C-1757 Athens Mfg. Co.
- 10-C-1955 Atlantic Co.
- 10-C-1772 Atlantic Ice & Coal Co.
- 1-C-2519 Atlas Coil Spring Co.
- 13-C-2664 Austin Co., The.

- 2-C-5815 B. B. Crystal Co.
- 2-C-5771 Baker & Co., Inc.
- 4-C-1495 Baker, Harold W., Co.
- 3-C-796 Bausch & Lomb Optical Co.
- 3-C-840 Bausch & Lomb Optical Co.
- 18-C-1213 Benson Produce Co.
- 5-C-2062 Bergman's, Inc.
- 10-C-1680 Blue Ridge Shirt Mfg. Co., Inc.
- 1-C-2480 Brockton Automatic Product Co.
- 3-C-1810 Brown Radio Service & Laboratory.
- 15-C-1045 Bruce, E. L., Co.
- 11-C-1171 Bryan Mfg. Co.
- 15-C-1095 Burgie Vinegar Co.
- 13-C-2594 Burnside Steel Foundry Co.
- 2-C-5635 Burroughs Welcome & Co., Inc.

- 2-C-1391 California Processors & Grovers, Inc., Hume, G. H., Co.
- 19-C-1365 Cape Arago Lumber Co.
- 10-C-1802 Capitol City Candy Co.
- 20-C-1422 Capolino Packing Corp.
- 5-C-1894 Carolina Panel Co., Inc.
- 15-C-1074 Cary Salt Co.
- 10-C-1755 Caroline Mills, Inc.
- 13-C-2741 Case, J. I., Co.
- 18-C-1236 Cleveland Cliffs Iron Co., The.
- 20-C-1372 Colgate-Palmolive-Peet Co.
- 2-C-5895 Colonie Fibre Co.
- 16-C-1207 Continental Oil Co.
- 16-C-1219 Continental Pipe Line Co.
- 3-C-783 Consolidated Machine Tool Corp.
- 21-C-2545 Cook Heat Treating Corp.
- 15-C-1152 Crescent Paper Box Factory, Inc.

- 10-C-1812 Crompton-Highland Mills, Inc.
 2-C-5983 Crucible Steel Co. of America.
 21-C-2714 Cudahy Packing Co.

 2-C-5643 Demornay Budd, Inc.
 7-C-1382 Detroit Edison Co., The.
 8-C-1743 Donnelly Mfg. Co., The
 8-C-1788 Dyson, Joseph, & Sons, Inc.

 1-C-2530 East Providence Mills, Inc.
 9-C-2096 EBCO Manufacturing Co., The
 10-C-1747 Economaster Products Co., Inc.
 5-C-1896 Ecusta Paper Corp., Champaign Paper Corp., Endless Belt Corp
 14-C-1030 Edison General Electric Appliance Co., Inc.
 10-C-1685 Empire Furniture Corp.
 16-C-1130 English Freight Co
 7-C-1312 Eureka Vacuum Cleaner Co.

 8-C-1801 Fairfield Engineering Co, The
 16-C-1285 Fairmont Creamery Co.
 21-C-2571 Fashion Forecast.
 2-C-5418 Federal Telephone & Radio Corp., Inc
 2-C-5490 Firestone Tire & Rubber Co., The
 5-C-1865 Firestone Tire & Rubber Co., The.
 18-C-1224 Fisher Governor Co.
 20-C-1444 Flotill Products, Inc.
 10-C-1693 Foote & Davis, Inc.
 10-C-1853 Ft. Pierce Co-operative
 20-C-1432 Fruitvale Canning Co.

 10-C-1681 Gate City Cotton Mills.
 11-C-1221 Gatke Corp.
 2-C-5663 Gemloid Corp.
 3-C-846 General Motors Corp.
 7-C-1496 General Motors Corp.
 14-C-1043 General Motors Corp
 3-C-829 Geraldine Novelty Co., Inc.
 15-C-1052 Gibson County Electric Membership Corp.
 24-C-72 Gonzalez Padin Co, Inc
 9-C-2270 Gordon Mfg. Co.
 14-C-1096 Granite City Steel Co.
 2-C-5813 Great Eastern Brass Works.
 16-C-1191 Griffin Goodner Grocery Co.
 9-C-2201 Grubb Motor Freight Inc.

 16-C-1292 Hagy Harrington & Marsh, Inc.
 1-C-2532 Harriman, C. S., & Sons.
 5-C-1900 Harris Woodson Co., Inc.
 18-C-1199 Hartz, L B., Stores.
 18-C-1165 Hawkeye Steel Products Co
 10-C-1678 Hills Bros. Co., The.
 20-C-1395 Heinz, H. J., Co.
 18-C-1226 Heisler Mfg. Co.
 1-C-2735 Hershey Metal Products Co.
 18-C-1222 Hoffman, Ed, & Son.
 15-C-1102 Howard Transfer Co.
 2-C-5744 Hudson Dispatch.
 5-C-2046 Hudson Hosiery Co.
 7-C-1248 Hudson, J. L., Co., The.
 16-C-1158 Hughes Tool Co.

 13-C-2373 Illinois Tool Works.
 10-C-1850 Ingalls Iron Works Co.
 18-C-1201 Inland Steel Co.
 19-C-1407 Iron Fireman Control Division.

- 2-C-5799 Jordanoff Aviation Corp.
- 18-C-1204 Keith Furnace Co.
18-C-1211 Kingston Henry.
14-C-1095 Koppers Co., Inc
- 8-C-1875 Lakeshore Electric Mfg. Corp.
18-C-1160 Lake Superior Lumber Corp.
7-C-1384 Lakey Foundry & Machinery Co.
13-C-2481 La Salle Steel Co.
7-C-1443 Life Insurance Co. of Va
20-C-1438 Lincoln Packing Co.
9-C-2070 Louisville Ry Co
10-C-1768 Louisville Shirt Co.
18-C-1230 Lull Mfg. Co.
1-C-2556 Lux Clox Mfg. Co.
- 21-C-2600 McHale Mfg. Co
14-C-1072 McLeansboro Shale Products Co.
10-C-1666 Mandeville Mills.
21-C-2497 Marches of Hollywood.
8-C-1839 May Co., The.
14-C-1067 May Department Stores, Inc.
11-C-1258 Meir Lewis & Co.
16-C-1291 Meisenbach Distributing Co.
8-C-1811 Midland Steamship Lines, Inc.
8-C-1783 Monumental Life Insurance Co.
2-C-5965 Mounting & Finishing Co., The.
18-C-1205 Murray Distributing Co.
10-C-1879 Mutual Oil Co., Inc.
10-C-1684 Mylan Mfg. Co.
- 21-C-2532 Na-Mac Products Corp.
14-C-1077 National Bag Co., Ben Samuels & Katherine Samuels, Co-Partners,
d/b/a.
14-C-1038 National Garment Co
20-C-1301 National Lead Co.
8-C-1809 National Lime & Stone Co
10-C-1861 National Oil Products Co.
5-C-1851 Norfolk Shipbuilding & Dry Dock Corp.
5-C-1863 Norfolk Southern Bus Corp.
10-C-1648 Norris, Inc.
18-C-1238 North Range Mining Co
18-C-1192 Northwest Glove Co., Inc.
16-C-1193 Novelty Peanut Co.
- 8-C-1844 Ohio Electric Mfg Co., The.
21-C-2689 O'Keefe & Merrit Mfg Co.
16-C-1268 Oklahoma Rendering Co.
- 20-C-1287 Pacific Telephone & Telegraph Co., The.
8-C-1865 Packard Motor Car Co.
7-C-1452 Packard Motor Car Co.
16-C-1189 Paltex Garment Co.
21-C-2565 Paramount Pictures, Inc.
11-C-1232 Perfect Circle Co.
2-C-5871 Petzold, Ltd., Fur Dying Corp.
18-C-1163 Pickwick Corp.
8-C-1696 Pittsburgh Steamship Co., The.
11-C-1256 Phillips Transfer Co.
13-C-2635 Phoenix Mutual Life Insurance Co.
16-C-1298 Pool Mfg. Co
15-C-1020 Port Gibson Veneer & Box Co.
13-C-2415 Pullman-Standard Car Mfg. Co
16-C-1258 Pure Oil Co, The.

- 2-C-5979 R. C. A. Mfg. Co., Inc.
 18-C-1183 Radio Station WFHR, Huffman, William F., d/b/a.
 18-C-1194 Register & Tribune Co., The.
 15-C-1058 Reliance Mfg. Co.
 1-C-2674 Republic Publishing Co.
 13-C-2765 Reynolds International Pen Co.
 11-C-1231 Richmond Home Telephone Co.
 5-C-2001 Roanoke Public Warehouse.
 3-C-734 Robeson Cutlery Co., Inc.
 10-C-1761 Robins Tire & Rubber Co., Inc.

 18-C-1170 Schramm & Schmiege Co.
 1-C-2601 Selig Mfg. Co.
 10-C-1821 Sewell Mfg. Co.
 16-C-1242 Shippers Warehouse Co.
 2-C-6244 Simmons Co.
 18-C-1154 Simmons Engineering Co.
 15-C-1025 Southern Naval Stores Co
 5-C-1849 Spach, J. C., Wagon Works, Inc.
 10-C-1838 Spencer Auto Electric, Inc.
 8-C-1853 Spicer Mfg. Corp.
 2-C-5501 Spiewak, I., & Sons.
 5-C-1887 Stowe Spinning Co.

 10-C-1813 Tampa Shipbuilding Co., Inc.
 4-C-1610 Textile Machine Works, Inc.
 4-C-1474 Textile Machine Works, Inc.
 10-C-1860 Times Publishing Co.
 8-C-1815 Timken Roller Bearing Co.
 5-C-1862 Tomlinson of High Point, Inc.
 19-C-1416 Tualatin Valley Cooperative, Inc.

 1-C-2629 Underwood Machinery Co.
 1-C-2767 Underwood Machinery Co
 11-C-1219 Union City Body Co., Inc.
 9-C-2280 United Welding Co.
 2-C-6133 Universal Washing Machinery Co.

 10-C-1731 Van Raalte, Inc.
 16-C-1250 Vinita Garment Mfg. Co.
 3-C-809 Volney Felt Mills, Inc.

 9-C-1786 Wallace Corp., The.
 5-C-1832 Washington, Marlboro & Annapolis Motor Lines, Inc.
 8-C-1901 Webster Mfg., Inc.
 9-C-2150 Weissman, Fred P., Co.
 9-C-2302 Weissman, Fred P., Co.
 20-C-1306 Wells, Inc.
 18-C-1149 West Side Cooperative Creamery Association.
 16-C-1173 Whitehurst Construction Co.
 16-C-1225 Wichita Engineering Co.
 17-C-1300 Wilson & Co., Inc.
 7-C-1440 Wilson Foundry & Machine Co.
 18-C-1176 Winona Textile Mills, Inc.
 18-C-1159 Woodkrafters of Ironwood.
 15-C-995 Work, C. F., & Sons, Inc.
 3-C-784 Wright Hibbard Industrial Electric Co., Inc.
 7-C-1526 Wyandotte Transportation Co.

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

II. Representation Cases

- 3-R-1185 A. B. C. Welding & Mfg. Co. (Anbaco Corp.).
 13-R-3506 A & C Bedding Co.
 19-R-1721 Aartz, Jerry, Logging Co.

2-R-6158	Abbott Laboratories, Inc.
7-R-2115	Aeronautical Products, Inc.
5-R-2214	Afro-American Publishing Co.
3-R-1046	Air Cooled Motor Corp.
20-R-1394	Airline Bus Co.
5-R-2144	Air Terminal Services, Inc.
10-R-1805	Air Utilities, Inc.
8-R-1902	Airway Electric Appliance Co., The.
13-R-3100	Ajax Box Co., The.
5-R-2274	Albemarle Paper Mfg. Co.
9-R-1952	Albers Super Market.
14-R-1350	Alder Metal Products Corp.
10-R-1585	Aldora Mills.
2-R-5634	Allegheny Ludlum Steel Corp.
6-R-1180	Allegheny Ludlum Steel Corp.
4-R-1843	Allentown Call Publishing Co. & Chronicle & News Publishing Co.
8-R-2062	Alliance Ware, Inc.
2-R-5814	Allied Chemical & Dye Corp.
4-R-1856	Allied Chemical & Dye Corp. (Barrett Division).
9-R-2092	Allied Chemical & Dye Corp.
13-R-3070	Allied Steel Castings Co.
1-R-2691	Allis Chalmers Mfg. Co.
9-R-1778	Allis Chalmers Mfg. Co.
21-R-3105	Altec Lansing Corp.
2-R-5560	Aluminum Co. of America
14-R-1263	Aluminum Ore Co.
15-R-1357	Aluminum Ore Co.
15-R-1504	Aluminum Ore Co.
11-R-935	American Art Alloys, Inc.
7-R-2119	American Brake Shoe Co.
13-R-3635	American Brake Shoe Co.
1-R-2645	American Brass Co., The
13-R-3364	American Bridge Co.
6-R-1264	American Bridge Co.
13-R-3433	American Buff Co.
11-R-841	American Central Mfg. Corp.
6-R-1394	American Cyanamid & Chemical Corp.
4-R-1908	American Dredging Co.
3-R-1115	American Laundry Machinery Co., The.
3-R-1168	American Locomotive Co.
2-R-5576	American Locomotive Co.
2-R-5650	American Locomotive Co.
2-R-5839	American Lumber & Treating Co.
13-R-3097	American Maize-Products Co.
2-R-6168	American Mfg. Co.
20-R-1638	American National Insurance Co.
10-R-1687	American Norit Co., Inc.
1-R-2540	American Optical Co.
9-R-2073	American Pad & Textile Co.
20-R-1769	American Patrol Service.
2-R-6141	American Pharmaceutical Co., Inc.
20-R-1702	American President Lines, Ltd.
9-R-1945	American Racing Record of Triangle Publication, Inc.
20-R-1556	American Radiator & Standard Sanitary Corp.
20-R-1565	American Radiator & Standard Sanitary Corp.
15-R-1635	American Sheet Metal Works.
4-R-1787	American Smelting & Refining Co.
2-R-6286	American Soap Powder Works, Inc.
6-R-1177	American Steel Foundries.
14-R-1231	American Steel Foundries.
8-R-1931	American Steel & Wire Co.
13-R-3586	American Stove Co.
2-R-5732	American Trading & Production Corp.
1-R-3111	American Twine & Fabric Corp.
10-R-1544	Anchor Duck Mills.
6-R-1262	Anchor Hocking Glass Corp.

- 19-R-1579 Anderson Bros. Lumber Co.
 18-R-1375 Antigó Milk Products Co-Operative.
 8-R-1932 Apex Electric Mfg. Co.
 17-R-1206 Archer-Daniels-Midland Co.
 2-R-5752 Arden, Elizabeth, Inc.
 1-R-2447 Arkwright Corp
 2-R-6123 Armour & Co.
 3-R-1165 Armour & Co
 4-R-1911 Armour & Co.
 5-R-1966 Armour & Co.
 5-R-2111 Armour & Co.
 10-R-1568 Armour & Co.
 10-R-1636 Armour & Co.
 13-R-3233 Armour & Co.
 15-R-1442 Armour & Co.
 16-R-1441 Armour & Co
 16-R-1508 Armour & Co.
 17-R-1151 Armour & Co
 17-R-1158 Armour & Co
 17-R-1392 Armour & Co
 17-R-1232 Armour & Co
 19-R-1655 Armour & Co.
 19-R-1592 Armour & Co.
 16-R-1698 Armour & Co.
 13-R-1323 Armour & Co.
 13-R-3269 Armour & Co., Armour Fertilizer Works
 2-R-5980 Armour & Co., New York Butchers Dressed Meat Co, Division of.
 16-R-1453 Armour Creameries & Armour & Co.
 13-R-1401 Armour Creameries
 15-R-1448 Armour Fertilizer Works.
 15-R-1562 Artercraft Hosiery Co.
 13-R-3141 Arthur, W. R., Co., Inc.
 13-R-3629 Arthur, W., & Co., Inc.
 17-R-1411 Ash Grove Lime & Portland Cement Co. ,
 10-R-1835 Atlanta Journal Co.
 10-R-1574 Atlantic Co.
 16-R-1449 Atlantic Refining Co, The.
 16-R-1527 Atlantic Refining Co.
 10-R-1748 Atlantic Towing Co
 1-R-2906 Atlas Felt Products Co.
 10-R-1550 Augusta Burlap Bag & Co.
 13-R-3072 Austin, M. B., Co., The.
 13-R-3428 Austin-Western Co.
 3-R-1040 Auto-Lite Battery Corp.
 3-R-1111 Auto-Lite Battery Corp.
 3-R-1241 Auto-Lite Battery Corp., Owen Dyneto Division.
 13-R-3109 Automatic Production Tool Engineers, Inc.
 13-R-3161 Automatic Sew Machine Products Co.
 13-R-3494 Autopoint Co.
 21-R-3063 Azusa Citrus Association.
- 1-R-2647 B-F-D Co.
 10-R-1523 Babcock & Wilcox Co., The.
 13-R-3146 Badger Broadcasting Co.
 10-R-1894 Bahan Textile Machinery Co.
 8-R-2011 Bailey Co., The.
 2-R-5829 Baker & Co, Inc.
 9-R-1936 Balcrank, Inc.
 4-R-1720 Baldwin Locomotive Works, The.
 16-R-1337 Ball Bros. Co.
 9-R-1151 Ball Bros. Co.
 5-R-2175 Baltimore Transit Co., The.
 4-R-1756 Bancroft, J., & Sons.
 4-R-1952 Bancroft, Joseph, & Sons Co.
 20-R-1701 Bank of America, N. T. & S. A.

- 2-R-5666 Barry, E. J., Inc.
- 5-R-2072 Bassett, W. M., Furniture Co.
- 2-R-5808 Bassick Co., The.
- 13-R-3292 Bastian Blessing Co., The.
- 5-R-2319 Bata Shoe Co., Inc.
- 8-R-2087 Belden Brick Co., The.
- 10-R-1477 Bell Aircraft Corp.
- 15-R-1486 Bellgrade Lumber Co
- 8-R-2112 Bellow Co., The.
- 17-R-1299 Bemis Bros. Bag Co.
- 2-R-6367 Benedict Miller, Inc.
- 4-R-1737 Bendix Aviation Corp, Philadelphia Division
- 20-R-1414 Bercut-Richards Packing Co.
- 20-R-1354 Berglund Tractor & Equipment Co
- 5-R-2151 Bergman's Laundry.
- 8-R-2121 Berg's Bretzels, Inc.
- 1-R-2640 Berkshire Fine Spinning Associates. Inc.
- 5-R-1971 Bethlehem-Sparrows Point Shipyard, Inc.
- 21-R-3167 Bethlehem Steel Co.
- 2-R-5696 Bethlehem Steel Co.
- 2-R-5836 Bethlehem Steel Co
- 2-R-6274 Bethlehem Steel Co.
- 3-R-1016 Bethlehem Steel Co.
- 3-R-1145 Bethlehem Steel Co.
- 6-R-1164 Bethlehem Steel Co.
- 8-R-1910 Bethlehem Transportation Corp
- 1-R-2687 Bigelow Co., The
- 1-R-2746 Billings & Spencer Co
- 2-R-5124 Bimon Chocolate, Inc.
- 15-R-1444 Binswanger & Co. of Tennessee:
- 1-R-2943 Bird Machine Co
- 5-R-2205 Black & Decker Mfg. Co.
- 18-R-1396 Black Hills Packing Co
- 6-R-1373 Blair, J. C., Co
- 5-R-2360 Blair Limestone Co
- 5-R-1885 Blue-Bell, Inc.
- 9-R-1840 Blue Grass Ordnance Depot, Inc
- 5-R-1986 Blue Ribbon Laundry.
- 5-R-2253 Blumenthal, Sidney, & Co., Inc.
- 15-R-1443 Bobilio & Cuneo, Thomas A. Cuneo, Zadie S. Cuneo, etc.
- 19-R-1863 Boeing Aircraft Co.
- 16-R-1363 Bonham Cotton Mills
- 10-R-1848 Borden Co., The.
- 16-R-1653 Borden Co., The.
- 1-R-2884 Boston Herald Traveler Corp.
- 6-R-1158 Braeburn Alloy Steel Corp
- 13-R-3046 Brandwein, A., & Co.
- 2-R-5967 Bridgeport Metal Goods Mfg Co.
- 2-R-6547 Bridgeport Safety Emery Wheel Co, The
- 2-R-6083 Bridgeport Thermostat Co, Inc.
- 1-R-2622 Bridgewater Woolen Co
- 11-R-984 Briggs Indiana Corp.
- 15-R-1514 Brown Garment Mfg. Co.
- 1-R-2633 Brown & Sharpe Mfg. Co.
- 1-R-2798 Brown & Sharpe Mfg. Co.
- 16-R-1553 Brown Shipbuilding Co, Inc.
- 11-R-945 Bryan Mfg Co.
- 13-R-3568 Bryant Lane, Inc.
- 4-R-1925 Budd, Edward G., Mfg. Co.
- 24-R-130 Bull Insular Line, Inc.
- 8-R-1848 Bunting Brass & Bronze Co., The
- 8-R-1937 Burley Clay Products Co., The
- 5-R-2005 Burlington Mills Corp.
- 8-R-2040 Butcher & Hart Mfg. Co.
- 4-R-1801 Butterworth, H. W., & Sons Co.

2-R-5682	C-O Two Fire Equipment Co.
21-R-2971	California Consumers Corp.
20-R-1357	California Door Co.
21-R-3233	California Electric Co.
19-R-1558	California Packing Corp.
20-R-1421	California Packing Corp.
2-R-6212	Cameron Machine Co.
1-R-3070	Campbell, A. S., Co.
8-R-2147	Canfield Oil Co.
10-R-1789	Capital Motor Lines.
1-R-2513	Capital Motor Transportation Co., Inc.
9-R-1584	Carbide & Carbon Chemicals Corp.
13-R-3360	Carbide & Carbon Chemicals Corp.
8-R-1991	Cardinal Rubber Co.
9-R-1844	Carey, Philip, Mfg. Co., The.
18-R-1359	Cargill, Inc.
13-R-3063	Carnegie Illinois Steel Corp.
2-R-6142	Carnrick, G W., Co.
5-R-2058	Carolina Narrow Fabric Co.
10-R-1856	Carolina Scenic Coach Lines.
4-R-1825	Carpenter, L. E., & Co.
3-R-1204	Carrier Corp.
13-R-3451	Carson Pirie Scott & Co.
13-R-3476	Case, J. I., Co.
17-R-1377	Caso & Tierney Co.
15-R-1358	Celotex Corp, The.
13-R-3081	Central Barge Co.
20-R-1655	Central California Packing Co.
3-R-1019	Central New York Power Corp.
8-R-2177	Central Ohio Light & Power Co.
2-R-6161	Central Union Stock Yard Co.
10-R-1664	Cheraw Brick Works.
10-R-1622	Cherokee Brick Co.
9-R-1752	Cherry River Boom & Lumber Co.'s Railroad
11-R-950	Chesty Foods Co.
10-R-1766	Chicago Bridge & Iron Co.
13-R-3313	Chicago Daily News, Inc., The.
15-R-1432	Chicago Mill & Lumber Co.
15-R-1564	Chicago Mill & Lumber Co.
9-R-1884	Chickasaw Wood Products Co.
7-R-2083	Chris Craft Corp.
7-R-2084	Chris Craft Corp.
7-R-2038	Chrysler Corp.
7-R-2150	Chrysler Corp.
21-R-3049	Chrysler Motors of Calif.
15-R-1571	Cities Service Refining Corp.
15-R-1654	Cities Service Refining Corp.
6-R-1269	City Lines of West Virginia, Inc.
3-R-1099	Clark Bros. Co., Inc.
7-R-2259	Clark Equipment Co.
8-R-1868	Clarksburgh Paper Co.
8-R-1869	Cleveland Cliffs Iron Co.
8-R-2195	Cleveland Formgrader Co.
8-R-2142	Cleveland Frog & Crossing Co., The
8-R-2031	Cleveland Graphite Bronze Co.
8-R-2041	Cleveland Welding Co.
16-R-1445	Coastal Refineries, Inc.
19-R-1545	Cobbs & Mitchell Co.
20-R-1486	Colgate-Palmolive-Peet Co.
15-R-1638	Collins, Clyde, Inc.
17-R-1180	Colorado Fuel & Iron Corp., The
8-R-1960	Colson Corp., The.
8-R-2220	Colson Corp., The.
2-R-5878	Columbia Broadcasting System, Inc. (Television Studio).
13-R-3265	Columbia Envelope Co.
2-R-5958	Columbia Machine Works, Inc.

19-R-1544	Columbia River Mercantile Co.
20-R-1396	Columbia Steel Co.
9-R-1937	Columbus-Celina Coach Co., Frank A. Cluff, d/b/a.
8-R-1936	Columbus Coal & Mining Co.
21-R-3304	Concrete Conduit Co., Ltd.
5-R-2168	Conger Laundry
13-R-3300	Conkey, H. D., & Co.
2-R-5956	Conmar Products Corp.
1-R-2745	Connecticut Malleable Casting Co.
8-R-1951	Consolidated Steamship Co.
21-R-3023	Consolidated Steel Corp.
21-R-3199	Consolidated Steel Corp.
16-R-1724	Consolidated Vultee Aircraft Corp
21-R-2853	Consolidated Vultee Aircraft Corp.
21-R-3251	Consolidated Vultee Aircraft Corp.
14-R-1409	Container Mfg. Co.
9-R-2064	Continental Baking Co.
5-R-1909	Continental Can Co.
5-R-1951	Continental Clay Products Co.
10-R-1646	Convenience, Inc.
10-R-1744	Cookeville Shirt Co.
5-R-2164	Corbett Package Co.
10-R-1877	Cordele Mfg. Co.
2-R-6077	Cords, Ltd.
2-R-5470	Corona Corp.
15-R-1615	Cotton Trade Warehouses, Inc.
10-R-1666	Cozier Wood Package Co.
5-R-1991	Craddock Terry Shoe Corp.
5-R-2183	Craddock Terry Shoe Corp.
21-R-2998	Craig Shipbuilding Co.
4-R-1707	Cramp Shipbuilding Co.
10-R-1679	Crane Co.
8-R-2156	Crawford Steel Foundry Co., The
16-R-1315	Crawford Tank & Supply Co.
11-R-831	Crawfordsville Foundry Co.
15-R-1684	Crescent City Ice Mfg. Co., Inc.
1-R-2611	Crescent Co., The.
9-R-1845	Crosley Corp., The.
11-R-803	Crosley Corp., The.
11-R-837	Crosley Corp., The.
9-R-2044	Cross, E. D., & Son.
13-R-3446	Crucible Steel Casting Co.
7-R-2102	Crystal Refining Co.
13-R-3148	Cudahy Bros. Co.
15-R-1549	Cudahy Packing Co.
17-R-1277	Cudahy Packing Co.
17-R-1308	Cudahy Packing Co.
21-R-3020	Cudahy Packing Co.
14-R-1283	Curran, Con P., Printing Co.
4-R-1836	Curtis Bay Towing Co.
4-R-1849	Curtis Bay Towing Co.
17-R-1290	Cushman Motor Works.
18-R-1355	Davenport Besler Corp.
21-R-3058	Day & Night Mfg. Co.
9-R-1974	Dayton Malleable Iron Co.
16-R-1225	Dedman Foundry & Machine Co.
13-R-3250	Deere, John, Harvester Works.
2-R-6101	Dejur Amsco Corp.
16-R-1358	Denison Cotton Mill Co.
2-R-5537	Denmore Tent & Canvas Co., Inc.
21-R-3073	Desmond's, Inc.
18-R-1400	De Soto Creamery & Produce Co.
2-R-6118	Dictaphone Corp.
13-R-3192	Dixie Cup Co.
16-R-1458	Dolese Bros. Co.

- 6-R-1232 Domestic Coke Corp.
 1-R-2671 Donnell & Mudge, Inc.
 5-R-2131 Doughnut Corp. of America.
 10-R-1655 Douglas Mill, Inc.
 21-R-3264 Drayer Hanson.
 6-R-1301 Duff-North Mfg. Co.
 10-R-1586 Dundee Mills, Inc.
 13-R-3257 Dupli-Color Products Co., Inc.
 2-R-5646 du Pont, E. I. (Grasselli Division)
 2-R-5713 du Pont, E. I. de Nemours & Co., Inc.
 3-R-1079 du Pont, E. I., de Nemours & Co., Inc.
 4-R-1901 du Pont, E. I., de Nemours & Co., Inc.
 5-R-2049 du Pont, E. I., de Nemours & Co., Inc.
 14-R-1405 Durasteel Co.
 13-R-3598 Dur-O-Lite Pencil Co.
 14-R-1328 Dyestuffs & Chemical, Inc.

 4-R-1769 Eagle Neck Band Corp.
 17-R-1408 Eagle Picher Mining & Smelting Co., The.
 1-R-2668 Eastern Gas & Fuel Associates (Everett Works).
 1-R-2584 Eastern Wool Warehouse, Inc.
 13-R-2835 Eclipse Fuel Engineering Co.
 14-R-1226 Edison General Electric Appliance Co., Inc.
 2-R-6019 Edo Aircraft Corp.
 2-R-5669 Elastic Stop Nut Corp. of America
 1-R-2477 Electric Boat Co.
 8-R-2047 Electric Controller Mfg. Co.
 13-RE-37 Electric Household Utilities Corp.
 13-R-3112 Electric Household Utilities Corp.
 21-R-3126 Electric Products Service.
 13-RE-36 Electric Sprayit Co.
 8-R-2042 Electric Vacuum Cleaner Co., Inc.
 14-R-1266 Electrographic Corp.
 10-R-1761 Electro Metallurgical Co.
 11-R-862 Electronic Laboratories, Inc.
 13-R-3406 Elkay Mfg. Co.
 9-R-2005 Elk River Coal & Lumber Co.
 17-R-1339 Ellis Canning Co., The
 1-R-2728 Elmvale Worsted Co.
 3-R-1007 Empire Worsted Mills, Inc.
 3-R-1100 Endicott Johnson Corp.
 2-R-6272 Endo Products, Inc.
 13-R-3140 Englander Co., Inc., The.
 9-R-1981 Enro Shirt Co.
 17-R-1323 Epsen Lithographing Co.
 1-R-2471 Erving Paper Mills.
 7-R-2117 Essex Wire Corp.
 21-R-3240 Eston Chemicals, Inc.
 15-R-1501 Ethyl Corp.
 2-R-6003 Eureka Iron Works, Inc.
 13-R-3074 Eureka Williams Corp.
 14-R-1366 Evans, George, Bedding Co.
 4-R-1826 Ewing-Thomas Corp.

 13-R-3443 Fair, The.
 13-R-3256 Fairbanks, Morse & Co.,
 9-R-1886 Fairmont Creamery Co., The
 16-R-1654 Fairmont Creamery Co.
 1-R-2527 Fall River Electric Light Co.
 16-R-1546 Farmers & Merchants Compress & Warehouse Co.
 5-R-2313 Farm Journal, Inc.
 2-R-6144 Fayson Appliance Co.
 1-R-2595 Federal Electric Products Co., Inc.
 7-R-2029 Federal Mogul Corp.
 2-R-6167 Federal Shipbuilding & Drydock Co.
 14-R-1334 Felmont Corp.

- 11-R-903 Fendrich, H., Inc.
 21-R-2830 Fibreboard Products, Inc.
 1-R-3096 Fifth Avenue Shoe Corp.
 13-R-3246 Finkl, A., & Sons Co.
 4-R-1956 Firestone Tire & Rubber Co.
 15-R-1640 Firestone Tire & Rubber Co.
 18-R-1342 Firestone Tire & Rubber Co.
 18-R-1450 Firestone Tire & Rubber Co.
 2-R-6131 First National Chain Stores, Inc.
 1-R-2801 First National Stores, Inc.
 19-R-1767 Firtex Insulating Board Co.
 1-R-2613 Fleisher Shoe Co., The.
 16-R-1618 Fleming & Sons, Inc.
 2-R-5686 Flintkote Co., The.
 13-R-3263 Florence Stove Co, Inc.
 10-R-1896 Florida Power & Light Co.
 5-R-2062 Flynn & Emrich Co of Baltimore.
 10-R-1777 Foley Lumber & Export Co.
 10-R-1693 Food Machinery Corp.
 21-R-3257 Food Machinery Corp., Peerless Pump Division
 13-R-3168 Food Machinery Corp, Sprague-Sells Division
 13-R-3219 Ford Motor Co.
 18-R-1307 Ford Motor Co.
 13-R-3318 Forest City Knitting Co
 18-R-1453 Fort Dodge Telephone Co
 16-R-1778 Fort Worth Rendering Co.
 8-R-1929 French Oil Mill Machinery Co, The.
 10-R-1571 Friedlaender & Co.
 5-R-1976 Fries, Beall & Sharp Co
 19-R-1584 Friesen Box Co.
 2-R-5880 Fuld & Hatch Knitting Co.
 7-R-2011 Furniture City Plating Co.

 1-R-2610 Gair, Robert, Co, Inc
 3-R-1053 Gair, Robert, Co., Inc.
 1-R-2588 Gair, Robert, Co., Inc, Natick Box & Board Division
 14-R-1223 Gardner-Denver Co.
 3-R-1068 Gaylord Bros., Inc.
 15-R-1341 Gazett Publishing Co
 6-R-1341 General Armature Corp of Pa
 3-R-971 General Cable Corp.
 3-R-1106 General Cable Corp.
 4-R-1778 General Cable Corp
 14-R-1285 General Chemical Co.
 20-R-1406 General Chemical Co
 21-R-3097 General Controls Co.
 13-R-1244 General Dry Batteries, Inc.
 2-R-5833 General Electric Co.
 8-R-1881 General Electric Co.
 8-R-2158 General Electric Co.
 11-R-799 General Electric Co.
 11-R-833 General Electric Co.
 13-R-3377 General Electric X-Ray Corp.
 2-R-6383 General Engraving Co.
 8-R-2012 General Industries Co, The.
 13-R-3085 General Mills, Inc.
 18-R-1471 General Mills, Inc.
 1-R-2554 General Motors Corp.
 8-R-1838 General Motors Corp
 11-R-835 General Motors Corp., Allison Division
 3-R-1091 General Motors Corp, Rochester Products Division
 14-R-1331 General Motors Corp., United Motors Service Division
 16-R-1361 General Tire & Rubber Co
 16-R-1379 General Tire & Rubber Co.
 20-R-1571 Geneva Steel Co.
 10-R-1513 Gerst, William, Brewing Co, Inc., The

- 1-R-2715 Gillette Safety Razor Co.
 1-R-2721 Gillette Safety Razor Co.
 1-R-3102 Gilt Edge Silk Mill.
 19-R-1670 Giustina Bros. Lumber Co.
 16-R-1394 Gladewater Refining Co.
 6-R-1240 Globe Brick Co.
 13-R-3362 Goldblatt Bros., Inc.
 9-R-2038 Goldsmith Metal Lath Co..
 8-R-1874 Goodrich, B. F., Co.
 8-R-1947 Goodrich, B. F., Co.
 9-R-2013 Goodrich, B. F., Co.
 16-R-1444 Goodrich, B. F., Co.
 16-R-1402 Goodyear Synthetic Rubber Corp.
 17-R-1171 Goodyear Tire & Rubber Co.
 18-R-1466 Gordon-Van Tine Co.
 2-R-5922 Gould & Eberhardt Co.
 21-R-3351 Grand Central Airport Co.
 14-R-1233 Granite City Steel Co.
 5-R-1895 Great Atlantic & Pacific Tea Co., The.
 17-R-1161 Great Lakes Pipe Line Co.
 19-R-1681 Great Northern Icing Co.
 13-R-3528 Green Drop Forge Co.
 10-R-1771 Greenville Milling Co.
 7-R-2135 Greyhound Terminal, Detroit, Inc.
 16-R-1487 Griffin Grocery Co.
 1-R-2614 Groveton Paper Co.
 5-R-2292 Guilford Hosiery Mills, Inc.
 16-R-1431 Gulf Oil Corp.
 9-R-2034 Gulf Refining Co.
 15-R-1488 Gulf Refining Co.
 10-R-1644 Gulf States Paper Corp.
 13-R-3134 Gunite Foundries Corp.
 5-R-2256 Gwaltney, P. D., Jr., Co., Inc.

 6-R-1275 Haller, W. A., Co., Inc.
 14-R-1294 Hamilton-Sheu & Walsh Shoe Co.
 3-R-1075 Hammond Irving, Inc.
 4-R-1647 Hancock, John, Mutual Life Insurance Co
 5-R-2304 Hannah Pickett Mills, Plant No. 2
 2-R-5699 Hanovia Chemical & Mfg. Co.
 19-R-1689 Hanset Lumber Co.
 13-R-3154 Harnischfeger Corp.
 4-R-1752 Harrisburg Steel Corp.
 1-R-2593 Harris, Emery Co., Inc.
 8-R-1851 Harris-Seybold, Potter Co.
 9-R-1951 Harris-Seybold, Potter Co.
 10-R-1518 Hartsville Print & Dye Works.
 8-R-1988 Hartzell Industries, Inc.
 2-R-5879 Hat Corp. of America.
 15-R-1566 Hattiesburg Compress Co.
 13-R-3199 Havana Metal Wheel Co.
 1-R-2678 Hawthorne Tanners, Inc.
 1-R-2487 Haydon Mfg. Co., Inc.
 14-R-1432 Heath, L. S., & Son
 2-R-6361 Heinsheimer Bro., Inc.
 3-R-1200 Henry & Allen, Inc.
 8-R-1904 Hercules Motors Corp.
 4-R-2055 Hershey Machine & Foundry Co
 1-R-2661 Hershey Metal Products, Inc.
 4-R-1762 Heyden Chemical Corp.
 15-R-1457 Higgins Industries, Inc.
 5-R-2019 High Point Bending & Chair Co.
 4-R-1809 Hill, C. V., & Co., Inc.
 13-R-3636 Hillman's, Inc.
 9-R-2042 Hocking Valley Mfg. Co.
 10-R-1680 Holeproof Hosiery Co.

13-R-3401	Hollister Lloyd, Inc.
21-R-3055	Hollywood Citizen News.
11-R-867	Hoosier Cardinal Corp.
11-R-902	Hooiser Deck Co.
2-R-5697	Hudson Engineering Co.
9-R-2019	Howard Engineering Mfg. Co.
5-R-1959	Hudson Hosiery Co., Inc.
7-R-2030	Hudson Motor Car Co.
9-R-2124	Huffman Mfg. Co., The
16-R-1489	Hughes Tool Co.
13-R-3341	Hummer Mfg Co.
19-R-1747	Hunt Foods, Inc.
14-R-1303	Hussman Ligonier Co.
7-R-2198	Hygrade Food Products Co.
1-R-2816	Hytron Radio & Electronic Corp.
4-R-1764	I-T-E Circuit Breaker Co.
14-R-1412	Illinois Power Co.
2-RE-76	Imperial Paper & Color Corp.
1-R-2899	Imperial Upholstery Co.
11-R-905	Indiana Cotton Mills.
11-R-1064	Indiana Desk Co., Inc.
13-R-3555	Industrial Molded Products Co., Inc.
17-R-1289	Industrial Paper Stock Co.
15-R-1398	Ingalls Shipbuilding Corp.
3-R-1105	Ingersoll Rand Machine Shop.
10-R-1539	Ingram Spinning Mills.
9-R-1988	Inland Container Corp.
11-R-906	Inland Container Corp.
9-R-1824	Inland Steel Co.
13-R-3619	Inland Steel Co.
15-R-1613	International Broadcasting Co., The.
15-R-1541	International Cellulotton Products Co.
21-R-2855	International Cementers, Inc.
10-R-1565	International Harvester Co.
13-R-3276	International Harvester Co.
21-R-3300	International Harvester Co.
13-R-3076	International Harvester Co., Wisconsin Steel Works.
15-R-1456	International Minerals & Chemical Corp.
2-R-6042	International Plainfield Motor Co.
7-R-2188	International Seal & Lock Co.
14-R-1267	International Shoe Co.
14-R-1292	International Shoe Co.
13-R-3128	Interstate Machinery Co., Inc.
18-R-1343	Iowa Public Service Co.
3-R-1155	Iroquois Gas Corp.
9-R-2098	Irwin Auger Bit Co.
2-R-6030	Isthmian Steamship Co.
16-R-1483	Itasca Yarn Mill.
4-R-1996	J & L Steel Barrel Co.
16-R-1547	Jackson, Byron Co.
20-R-1635	Jackson, Byron Co.
11-R-832	Jasper Chair Co.
11-R-898	Jasper Novelty Furniture Co.
11-R-912	Jasper Wood Products Co., Inc.
15-R-1559	Jefferson-Island Salt Co.
9-R-2045	Jeger Machine Co.
13-R-3561	Jennings, O. D. & Co.
21-R-2975	Jergens, Andrew, Co.
5-R-2034	Johnson Carper Furniture Co., Inc.
4-R-1978	Johnson, Charles, Eneu & Co.
8-R-2089	Johnson Rubber Co.
20-R-1608	Johnson, S. T.
6-R-1191	Jones & Laughlin Steel Corp.
13-R-3158	Jung Shoe Mfg. Co.

- 2-R-6044 K. M. V., Inc.
 15-R-1596 Kahn's Pickery.
 4-R-1817 Kaiser Cargo, Inc.
 7-R-2098 Kalamazoo Stove & Furnace Co.
 17-R-1117 Kansas Power & Light Co.
 15-R-1401 Kellogg, L. D., Lumber Co.
 7-R-2058 Kelsey Hayes Wheel Co.
 6-R-1375 Kendall Refining Co.
 16-R-1738 Kennecott Copper Corp.
 16-R-939 Kennecott Copper Corp., Chino Mines Division.
 11-R-798 Kentucky Utilities Co.
 19-R-3180 KEX Westinghouse Radio Stations, Inc.
 13-R-3180 Keystone Steel & Wire Co.
 2-R-5265 Kidde, Walter, & Co., Inc.
 2-R-5772 Kiele & Mueller, Inc.
 18-R-1420 Kiewit, Peter, Sons Co.
 13-R-3061 Kimberly Clark Corp.
 18-R-1378 Kimberly Clark Corp.
 3-R-1098 Kittinger Co., Inc.
 7-R-2044 Knap & Vogt Mfg. Co.
 13-R-3268 Knight Stanley Corp.
 10-R-1874 Knox Porcelain Corp.
 9-R-1946 Koehl, William, Co.
 6-R-1208 Kopriva, Frank.
 2-R-5550 Kresge Department Store, Sebastian S. Kresge, Individual.
 4-R-1837 Krimm, Charles R., Lumber Co., Inc.
 13-R-3259 Kroehler Mfg. Co.
 13-R-3238 Kroger Grocery & Baking Co.
 14-R-1243 Kroger Grocery & Baking Co.

 10-R-1645 Lafollette Shirt Co.
 13-R-3497 Lake Sand Corp.
 14-R-1172 Lake Tankers Corp.
 16-R-1587 Lamar Cotton Oil Co.
 5-R-1990 Lancaster Iron Works, Inc.
 6-R-1285 Landis Tool Co.
 19-R-1610 Lang, F. S., Mfg. Co.
 7-R-2066 Lansing Drop Forge Co.
 5-R-2035 Larus & Brother Co., Inc.
 10-R-1551 Lawrence, A. C., Leather Co.
 1-R-2735 Lawrence Duck Co.
 19-R-1622 Lehigh Portland Cement Co.
 3-R-1071 Lennox Furnace Co., The
 4-R-1899 Leon Ferenbach, Inc.
 10-R-1647 Le Tourneau Co., of Georgia.
 13-R-3368 Le Tourneau, R. G., Inc.
 2-R-6236 Lewis Supply Co.
 1-R-2821 Libbey, W. S., Co.
 5-R-1961 Libby, McNeil & Libby.
 19-R-1597 Libby, McNeil & Libby.
 2-R-5735 Liberty Marine Welding Co.
 2-R-6380 Lightwell Appliance Corp.
 13-R-3173 Lincoln Casket Co.
 17-R-1245 Lincoln Steel Works.
 4-R-1941 Link Belt Co.
 16-R-1425 Link Belt Co.
 11-R-962 Lindley Box & Paper Co.
 15-R-1500 Lion Oil Co.
 21-R-2885 Lockheed Aircraft Corp.
 13-R-3366 Lock Nut Corp of America or Boss Bolt & Nut Co
 20-R-1640 Long Bell Lumber Co.
 16-R-1581 Longhorn Roofing Products, Inc.
 4-R-1926 Lorillard, P., Co.
 9-R-1843 Louisville Sanitary Wipers Co., Inc
 20-R-1627 Luckenbach Steamship Co.
 15-R-1563 Lucky Heart Laboratories.

- 4-R-1995 Ludlow Mfg. & Sales Co.
- 13-R-3083 Ludlow Typograph Co.
- 5-R-2022 Luray Clothing Mfg, Co.
- 16-R-1577 Luscombe Aircraft Co.
- 8-R-1897 Lynch Mfg. Corp.

- 5-R-2073 McLaughlin Mfg. Co.
- 1-R-2921 McKittrick, Frank, G. W., Co
- 6-R-1308 Maclaren Sportswear Corp.
- 1-R-2520 Madison Woolen Co.
- 2-R-5623 Majestic Records Inc.
- 2-R-5554 Malina Co., & Bendythe Co., Louis Malina
- 14-R-1242 Mallinckrodt Chemical Works.
- 2-R-5661 Marcal Pulp & Paper, Inc.
- 2-R-5976 Marietta-Harmon Chemical, Inc
- 2-R-5837 Marine Basin Co.
- 5-R-2090 Marsh Furniture Co.
- 13-R-3472 Marshall Field & Co.
- 15-R-1382 Martin, Roy O, Lumber Co.
- 15-R-1355 Matheison Alkali Works, Inc.
- 1-R-2769 Mattatuck Mfg., Co.
- 1-R-2699 Matthews Mfg., Co.
- 9-R-1916 Maxwell Paper Co, The.
- 5-R-2147 May, McEwin Kaiser Co.
- 10-R-1584 Mayfair Cotton Mill, Inc.
- 5-R-1930 Mead Corp., The, Heald Division
- 14-R-1428 Mears, Fred W, Heel Co.
- 13-R-3536 Mechling, A. L., Barge Lines.
- 15-R-1513 Memphis Sash & Door Co.
- 15-R-1378 Memte & Co., Inc.
- 10-R-1471 Merrill Stevens Dry Dock & Repair Co.
- 1-R-2936 Merrimack Mfg., Co.
- 10-R-1532 Merry Bros. Brick & Tile Co.
- 18-R-1298 Metropolitan Life Insurance Co
- 21-R-2985 Metropolitan Stevedore Co.
- 2-R-6384 Meyer, Joseph H., Bros.
- 10-RE-15 Miami Daily News, Inc.
- 7-R-2105 Michigan Fleet Equipment Co.
- 7-R-2173 Michigan Producers' Dairy Co.
- 13-R-3254 Michigan Products Corp.
- 8-RE-23 Michigan Wholesalers, Inc.
- 16-R-1420 Mid-Continent Petroleum Corp.
- 16-R-1477 Mid-Continent Petroleum Corp.
- 18-R-1485 Midland National Bank & Trust Co.
- 15-R-1511 Mid South Furniture Mfg. Co.
- 20-R-1388 Milk Producers Association of Central California
- 13-R-3495 Miller Connell Mfg. Co.
- 1-R-2934 Milton Co-Operative Dairy Corp.
- 13-R-3037 Milwaukee Gas Light Co.
- 18-R-1393 Minneapolis Honeywell Regulator Co.
- 18-R-1409 Minneapolis Honeywell Regulator Co.
- 18-R-1437 Minneapolis Honeywell Regulator Co.
- 18-R-1319 Minnesota Mining & Mfg. Co.
- 18-R-1332 Minnesota & Ontario Paper Co.
- 18-R-1525 Minnesota & Ontario Paper Co.
- 16-R-1390 Mission Mfg. Co.
- 9-R-2143 Mississippi Valley Barge Line Co.
- 14-R-1232 Missouri Insurance Co.
- 16-R-1384 Missouri Pacific Freight Transport Co.
- 5-R-2016 Moller, M. P., Inc.
- 2-R-5783 Monarch Brush Co, Inc.
- 1-R-2760 Mohomac Spinning Co.
- 11-R-843 Monon Veneer Lumber Co.
- 14-R-1332 Monsanto Chemical Co.
- 16-R-1343 Monsanto Chemical Co.
- 16-R-1392 Montgomery Ward & Co., Inc.

- 16-R-1548 Montgomery Ward & Co., Inc.
 11-R-989 Moore Co., & Hanger Mfg. Co., The.
 21-R-2951 Moore McCormack Steamship Co.
 18-R-1543 Morrell, John, & Co.
 20-R-1625 Mountain Copper Co., Ltd.
 9-R-1953 Myer Bros. Edward J. & H. G., Myers.

 4-R-1749 National Biscuit Co.
 7-R-2012 National Brass Co.
 2-R-5885 National Can Corp.
 5-R-2192 National Carbide Co.
 5-R-2330 National Color Printing Co., Inc.
 9-R-2129 National Electric Coil Co.
 2-R-5725 National Electric Instrument Co.
 4-R-2069 National Fireproofing Co.
 21-R-3129 National Lead Co.
 8-R-1891 National Lime & Stone Co.
 8-R-2049 National Lime & Stone Co.
 14-R-1414 National Machine Co.
 5-R-2312 National Plastics Products Co.
 19-R-1798 National Pole & Treating Co.
 8-R-1862 National Rubber Machinery Co.
 4-R-1943 National Transitads, Inc.
 1-R-2559 National Wool Marketing Corp.
 1-R-2499 Narragansett Electric Co., The.
 4-R-2008 Nash Kelvinator Sales Corp.
 2-R-5110 Neptune Meter Co.
 3-R-1078 Nettleton, A. E., Co.
 2-R-5689 Newberry, J. J., Co.
 1-R-3013 New Britain Machine Co.
 2-R-5918 News Syndicate Co., Inc.
 5-R-2286 New York Central Iron Works.
 4-R-1757 New York Shipbuilding Corp.
 18-R-1411 Nichols Wire & Steel Co.
 7-R-2007 Nicholson Transit Co.
 11-R-840 Noblitt-Sparks Industries, Inc.
 11-R-855 Noblitt-Sparks Industries, Inc.
 4-R-2118 No-Mend Hosiery, Inc.
 2-R-5632 Norden, Carl L., Co., Inc.
 21-R-3019 Norris Stamping & Mfg. Co.
 20-R-1453 Northern Packing Corp.
 13-R-3440 Northwestern Corp., The
 19-R-1598 Northwest Packing Co.
 21-R-2943 North Whittier Heights Citrus Association.
 21-R-2953 Norton Bros. & Morris.
 10-R-1751 Nu-Maid Hosiery Mills, Inc.

 21-R-2993 Ocean Terminals Co., Berth 230.
 3-R-1149 Odenbach Shipbuilding Corp.
 18-R-1354 Ohio Chemical & Mfg. Co.
 8-R-1999 Ohio Electric Mfg. Co.
 8-R-2181 Ohio Public Service Co.
 13-R-3131 Ohio River Co., The.
 16-R-1505 O'Keefe, Binyon.
 14-R-1298 Olin Industries, Inc.
 20-R-1589 Olive Products Co.
 13-R-3332 Olson, Samuel, Mfg. Co., The.
 11-R-997 Omar, Inc.
 21-R-3263 Orange Belt Fruit Distributors, Inc.
 10-R-1755 Orange Cotton Mills.
 7-R-2247 Otsego Falls Paper Mill Inc.
 15-R-1563 Ottenheimer Bros. Mfg. Co.
 13-R-3236 Outboard Marine & Mfg. Co.
 13-R-2882 Owens Illinois Glass Co.

20-R-1419	Pacific Gas & Electric Co.
20-R-1537	Pacific Gas & Electric Co.
20-R-1549	Pacific Gas & Electric Co.
21-R-2693	Pacific Naval Air Base.
21-R-2823	Pacific Press, Inc.
21-R-2824	Pacific Press, Inc.
21-R-2904	Pacific Pumps, Inc.
8-R-1996	Packard Motor Car Co.
16-R-1151	Pan American Refinery.
16-R-1427	Pangburn Co., Inc.
11-R-859	Park Furniture Co., Inc., The.
8-R-1800	Parker Appliance Co.
18-R-1493	Parris Dunn Associates.
18-R-1494	Parris Dunn Corp.
16-R-1465	Pasotex Pipe Line Co.
3-R-1054	Pass & Seymour, Inc.
10-R-1509	Patent Button Co. of Tennessee, The.
8-R-1941	Patterson-Sargent Co., The.
21-R-3053	Payne Furnace Co.
13-R-3244	Payson Mfg. Co. of Chicago.
5-R-2308	Pee Dee Mfg. Co.
13-R-3515	Peerless Tool & Engineering Co.
6-R-1165	Pennsylvania Electric Co., The.
4-R-1793	Pennsylvanian Power & Light Co.
16-R-1417	Pennsylvania Shipyards, Inc.
13-R-3176	Peoples Gas Light & Coke Co., The.
5-R-2162	Peoples Life Insurance Co.
6-R-1371	Peoples Telephone Corp.
8-R-2086	Perfection Nipple Co., The.
1-R-2766	Perkins, B. F., & Sons, Inc.
10-R-1603	Pet Milk Co., The.
3-R-1081	Peter Cailler Kohler Swiss Chocolate Co., Inc.
16-R-1651	Phelps Dodge Corp.
21-R-3040	Phelps Dodge Corp.
4-R-1436	Philadelphia Record Co.
5-R-2328	Phillip Morris Co., Inc.
8-R-2153	Phillips Petroleum Co.
16-R-1364	Phillips Petroleum Co.
16-R-1385	Phillips Petroleum Co.
16-R-1436	Phillips Petroleum Co.
16-R-1492	Phillips Petroleum Co.
16-R-1532	Phillips Petroleum Co.
17-R-1175	Phillips Petroleum Co.
4-R-1772	Phoenix Mfg. Co.
3-R-1030	Phoenix Toilet & Paper Mfg. Co., Inc., The.
15-R-1586	Pidgeon-Thomas Iron Co.
8-R-1885	Pilliod Cabinet Co., The.
8-R-2075	Pitcairn Co., Pittsburgh Valve & Fittings Division.
6-R-1225	Pittsburgh Plate Glass Co.
8-R-1939	Pittsburgh Plate Glass Co.
20-R-1604	Pittsburgh Plate Glass Co.
6-R-1310	Pittsburgh Ry. Co.
13-R-3352	Plankington Packing Co.
15-R-1381	Plough, Inc.
1-R-2788	Plymouth Rubber Co., Inc.
2-R-6256	Pohs-Ring-Green Inc.
19-R-1553	Pointer-Willamette Co.
1-R-2509	Portland Foundry Co.
2-RE-73	Positive Lockwasher Co. of America.
5-R-2364	Potomac Edison Co.
5-R-2076	Potomac Edison Co., The.
5-R-1970	Potomac Electric Power Co.
10-R-1772	Potter & Rayfield, Inc.
1-R-2393	Prescott, George W., Publishing Co., Inc.
6-R-1184	Pressed Steel Car Co., Inc.

- 13-R-3454 Pressed Steel Car Co., Inc.
 10-R-1735 Price Spindle & Flyer Co.
 21-R-3124 Procter & Gamble Distributing Co.
 1-R-2433 Procter & Gamble Mfg. Co., The.
 3-R-1094 Prosperity Co., Inc., The.
 5-R-2182 Proximity Mfg. Co.
 17-R-1223 Public Service Co. of Colorado.
 10-R-1711 Pullman Standard Car Mfg. Co.
 13-R-3122 Pullman Standard Car Mfg. Co.
 10-R-1685 Puritan Mills.
 1-R-2543 Putman Co.

 7-R-2060 Quality Springs Products Inc
 7-R-2272 Quick Industry, The.
 20-R-1479 Quincy Lumber Co

 4-R-1845 Radio Corp. of America.
 4-R-1869 Radio Corp. of America.
 13-R-3577 Radio Products Co.
 2-R-5673 Radio Receptor Co.
 13-R-3660 Radionic Transformer Co.
 9-R-2159 Radio Station WHIO
 2-R-5809 Radio Television Institute.
 9-R-2105 Rainbow Lithographing Co., The.
 13-R-3301 Rainfair, Inc.
 9-R-1898 Raleigh Coco-Cola Bottling Works.
 1-R-3101 Ramsay Mills, Inc.
 1-R-2729 Raytheon Mfg Co.
 18-R-1435 Red Jacket Mfg Co.
 4-R-1798 Red Lion Tool & Engineering Co.
 13-R-3241 Rehnberg Jacobson Mfg. Co.; Inc.
 10-R-1649 Reilly Tar & Chemical Co
 13-R-3217 Reliance Electric Co.
 15-R-1395 Reliance Mfg. Co.
 10-R-1572 Republic Cotton Mills.
 3-R-1231 Republic Steel Corp.
 13-R-3138 Republic Steel Corp., Union Drawn Steel Division.
 5-R-2362 Revere Copper & Brass Co., Inc.
 13-R-3414 Revere Copper & Brass Co., Inc.
 2-R-5817 Richard Chemical Works, Inc., The
 5-R-1855 Richmond Greyhound Lines Inc.
 17-R-1284 Riggs Optical Co., Inc.
 21-R-2958 Riggs Optical Co., Inc.
 15-R-1578 Ritchie Grocer Co.
 13-R-3211 Rockford Machine Tool Co.
 13-R-3235 Rockford Metal Produce Co.
 16-R-1684 Rogers-Wade Mfg. Co.
 10-R-1582 Rohm & Haas Co.
 11-R-971 Rosestone Corp
 13-R-3084 Ruberoid Co., The.
 1-R-2850 Ryerson & Co., Inc.
 2-R-5892 Ryerson, Joseph T., & Son, Inc.

 20-R-1383 S & M Logging Co.
 1-R-2555 S & R Baking Co., Inc
 3-R-1045 St. Joseph Lead Co.
 14-R-1291 St. Joseph Lead Co.
 14-R-1270 St. Louis Cape Bus Line.
 14-R-1282 St. Louis Independent Packing Co.
 14-R-1411 St. Louis Public Service Co.
 14-R-1195 St. Louis Public Service Co., & Transit Casualty Co.
 10-R-1618 St. Marys Kraft Corp.
 21-R-3226 Saks Fifth Avenue.
 15-R-1675 Salant & Salant Inc.
 10-R-1653 Samark and Rugs Inc.
 13-R-3445 Sampsel Time Control, Inc.

21-R-2064	Santa Fe Springs Waste Water.
18-R-1340	Sargent & Co.
18-R-1271	Schaffer Transport Co.
9-R-2063	Schaible Foundry & Brass Works Co.
2-R-6262	Schieffelin & Co.
5-R-2007	Schotland, A., Inc.
9-R-1891	Schuler Axel Co., Inc.
8-R-2022	Scott & Fetzer Co., The.
2-R-5766	Scott Paper Co.
10-R-1567	Scripto Manufacturing Co.
9-R-2134	Seagrave Corp., The
13-R-3334	Sealy Mattress Co.
8-R-2025	Sears Roebuck & Co.
8-R-2071	Sears Roebuck & Co.
10-R-1614	Sears Roebuck & Co.
10-R-1813	Sears Roebuck & Co.
10-R-1926	Sears Roebuck & Co.
16-R-1501	Sears, Roebuck & Co
18-R-1358	Sears Roebuck & Co
19-R-1566	Seattle Gas Co.
11-R-993	Seeger Sunbean Corp
17-R-1168	Selwyn Shoe Mfg. Corp.
3-R-1031	Senoso Paper Co., Inc
16-R-1435	Sequin Milling Co
11-R-872	Servel, Inc
20-R-1418	Setzer Box Co.
7-R-2090	Shakespeare Co., & Shakespeare Co
20-R-1525	Shell Oil Co., Inc.
21-R-2851	Shephard Tractor & Equipment Co.
21-R-2955	Shephard Tractor & Equipment Co.
16-R-1371	Shippers Warehouse Co.
8-R-1979	Shunk, L. E., Latex Products, Inc.
7-R-2303	Shwayder Bros, Inc.
1-R-2725	Sickles, F. W., Co.
2-R-5626	Simmons Co.
2-R-6346	Sinclair Refining Co.
13-R-3539	Smith, A. O., Corp.
1-R-2599	Smith, James, & Son.
2-R-6345	Snell, Foster, D. Inc.
19-R-1659	Snow Peak Logging Co.
7-R-2087	Snyder, R. W., Co., Inc.
13-R-3206	Solar Mfg., Corp.
15-R-1373	Solway Process Co., The
7-R-2093	Solvey Process Co.
20-RE-50	Sonotherm Mfg., Co., Inc.
6-R-1188	South West Pennsylvania Pipe Lines.
10-R-1791	Southeastern Telephone Co
5-R-1797	Southern Aid Society of Virginia.
21-R-3156	Southern California Edison Co., Ltd.
21-R-2811	Southern California Gas Co.
16-R-1579	Southland Cotton Oil Mill.
2-R-5979	Spear Box Co., Inc.
1-R-2563	Spencer Shoe Corp.
11-R-998	Spicer Mfg. Corp.
5-R-2207	Sprunt, Alexander, & Son, Inc.
2-R-6085	Squibb, E. R., & Sons.
17-R-1220	Stampfel, A. J.
10-R-1619	Standard Candy Co.
8-R-2132	Standard Oil Co.
20-R-1255	Standard Oil Co., of California.
20-R-1312	Standard Oil Co., of California.
21-R-3059	Standard Oil Co., of California.
8-R-2133	Standard Oil Co., of Ohio.
9-R-2100	Standard Oil Co., of Ohio.
5-R-1915	Standard Overall Co.
9-R-1944	Standard Register Co., The.

- 2-R-5796 Standard Steel Sections, Inc.
 16-R-1500 Stanolind Oil & Gas Co.
 11-R-858 Star Publishing Co.
 2-R-6402 Star Tool & Mfg. Co.
 14-R-1237 Sterling Steel Casting Co.
 15-R-1453 Sterling Sugars, Inc.
 1-R-2675 Stevens, M. T., Sons Co.
 11-R-851 Stokely Food, Inc.
 2-R-5672 Sullivan Drydock & Repair Corp.
 19-R-1795 Sullivan Mining Co.
 18-R-3324 Sundstrand Machine Tool Co.
 13-R-3248 Superior Engraving Co.
 18-R-1399 Superior Metal Products Co.
 16-R-1700 Superior Mfg. Co.
 7-R-2009 Sutherland Paper Co.
 1-R-2556 Swift & Co.
 8-R-1909 Swift & Co.
 10-R-1615 Swift & Co.
 13-R-3149 Swift & Co.
 15-R-1508 Swift & Co.
 16-R-1424 Swift & Co.
 16-R-1355 Swift & Co.
 16-R-1713 Swift & Co.
 17-R-1169 Swift & Co.
 17-R-1176 Swift & Co.
 13-R-1335 Swift & Co.
 18-R-1351 Swift & Co.
 19-R-1661 Swift & Co.
 1-R-2748 Synthetic Yarns, Inc.

 2-R-5693 Talon, Inc.
 6-R-1355 Talon, Inc.
 10-R-1512 Tamiami Trail Tours, Inc.
 10-R-1583 Taylor-Colquitt Co.
 4-R-1776 Taylor Fibre Co.
 13-R-3216 Taylor Forge & Pipe Works.
 2-R-5712 Technical Marine Maintenance Co., Inc.
 11-R-876 Tell City Chair Co.
 11-R-885 Tell City Desk Co.
 11-R-881 Tell City Furniture Co., Inc.
 11-R-893 Tell, William, Wood Crafters, Inc.
 10-R-1628 Tennessee Coal, Iron & Railroad Co.
 10-R-1629 Tennessee Foundry & Machine Co., Inc.
 9-R-1964 Tennessee Gas & Transmission Co.
 2-R-5668 Texas Co., The.
 14-R-1250 Texas Co., The.
 15-R-1612 Texas Co., The.
 16-R-1238 Texas Co., The.
 16-R-1675 Texas Co., The.
 21-R-2923 Texas Co., The.
 16-R-1660 Texas Pipe Line Co., The.
 16-R-1627 Texas Star Broadcasting Co.
 8-R-2169 Textile Leather Corp.
 4-R-1692 Textile Machine Works, Inc.
 3-R-1082 Thatcher Mfg. Co.
 11-R-954 Thomas & Skinner Steel Products Co.
 10-R-1529 Thomaston Cotton Mill.
 5-R-1964 Thomasville Chair Co.
 8-R-1989 Thompson Products, Inc.
 21-R-3117 Thompson Products, Inc.
 10-R-1847 Thompson Weiman & Co.
 2-R-5795 Tickle Arthur Engineering Works, Inc.
 2-R-5428 Tidewater Associated Oil Co., Inc.
 2-R-5736 Tidewater Associated Oil Co., Inc.
 21-R-3303 Timm Industries, Inc.
 5-R-1987 Tobacco By-Products & Chemical Corp.

21-R-2963	Todd Shipyards Corp.
5-R-2127	Tomlinson of High Point, Inc.
5-R-2008	Tower Hosiery Mills, Inc.
1-R-2550	Travelers Insurance Co.
4-R-1748	Trenton Potteries Co.
5-R-2015	Triangle Hosiery Co.
16-R-1678	Triangle Publications, Inc.
13-R-3496	Tri-Lake Steamship Co.
17-R-1287	Trinidad Brick & Tile Co.
1-R-2506	Tropical Radio Telegraph Co.
8-R-1933	Truscon Steel Co.
9-R-1854	Tube Turns, Inc.
5-R-2024	Turner-White Casket Co.
1-R-2659	Tuttle Silver Co.
16-R-1645	Tyler Fixture & Mfg. Corp.
16-R-1350	Uhlmann Elevators of Texas.
1-R-2858	Underwood Corp.
14-R-1186	Union Electric Co. of Missouri.
14-R-1397	Union Electric Co. of Missouri.
11-R-943	Union Furniture Co.
6-R-1340	Union Iron Works.
21-R-3249	Union Mfg. Co.
21-R-3086	Union Oil Co.
17-R-1414	Union Stock Yards Co.
17-R-1282	Union Stock Yards Co., of Omaha, Ltd.
13-R-3118	Union Tank Car Co.
7-R-2014	United Brass & Aluminum Mfg. Co.
6-R-1322	United Engineering & Foundry Co.
19-R-1764	United Growers, Inc.
6-R-1182	United Refrigerator Mfg. Co.
21-R-3065	U. S. Electrical Motors, Inc.
2-R-6334	U. S. Hoffman Machinery Corp.
2-R-5883	U. S. Gypsum Co.
3-R-1104	U. S. Gypsum Co.
13-R-3319	U. S. Gypsum Co.
13-R-3541	U. S. Gypsum Co.
19-R-1639	U. S. Gypsum Co.
4-R-1868	United States Metals Refining Co.
10-R-1593	U. S. Pipe & Foundry Co.
1-R-2446	U. S. Rubber Co.
7-R-2075	U. S. Rubber Co.
8-R-1926	United States Stoneware Co., The.
20-R-1580	U. S. Vanadium Corp.
7-R-2053	United Steel & Wire Co.
2-R-6130	Universal Brass Turning Co., Inc.
1-R-2852	Vanta Co., The.
21-R-2933	Vard, Inc.
1-R-3078	Vega Musical Instrument Co.
1-R-2441	Vermont Marble Co.
13-R-3264	Victor Adding Machine Co.
17-R-1337	Victoria Murdock Estate, The.
5-R-2145	Virginia Bridge Co.
5-R-2000	Virginia Electric & Power Co.
5-R-2104	Virginia Ferry Corp.
5-R-2059	Virginia Products Corp.
20-R-1426	Visalia Canning Co.
11-R-892	Vogue Pottery Co.
3-R-1264	W & F Mfg. Co., Inc.
4-R-1967	WFIL Broadcasting Co.
1-R-2604	Wachusett Electric Co.
5-R-2099	Wadesboro Full-Fashioned Hosiery Mills, Inc
14-R-1305	Wagner Electric Corp.

- 16-R-1551 Waple Platter Co.
- 13-R-3351 Ward Electric Co.
- 2-R-5786 Warner, William R., & Co., Inc.
- 17-R-1182 Warren, Richard.
- 13-R-3367 Washburn Co, The Andrew Wire Works Division.
- 5-R-2101 Washington Gas Light Co.
- 20-R-1615 Waterfront Employers Association.
- 20-R-1690 Waterfront Employers Association.
- 1-R-2684 Waterville Iron Works.
- 2-R-5815 Watson Elevator Co, Inc.
- 8-R-2129 Weaver Wall Co, The.
- 21-R-2575 Weber Showcase & Fixture Co.
- 2-R-5751 Weil Bros. Textile, Inc.
- 5-R-2154 Welch Furniture Co.
- 2-R-5835 Welding Service Co.
- 7-R-2156 Welker Letter Co, Henery A. Welker, d/b/a.
- 1-R-1519 Wentworth Bus Lines
- 15-R-1597 Werthan Bag Corp.
- 4-R-1944 Wertz Engineering Co
- 19-R-1656 West Coast Telephone Co.
- 6-R-1303 Weston Glass Co.
- 2-R-5818 West Side Iron Works.
- 8-R-2055 West Steel Castings Co.
- 9-R-1904 West Virginia Armature Co
- 9-R-1758 West Virginia Coal & Coke Corp, Junior Mercantile Stores Division.
- 5-R-2102 West Virginia Pulp & Paper Co.
- 10-R-1695 West Virginia Pulp & Paper Co
- 19-R-1612 Western Condensing Co.
- 5-R-2204 Western Electric Co., Inc.
- 14-R-1284 Western & Southern Life Insurance Co
- 18-R-1538 Western Tool & Stamping Co.
- 1-R-2875 Westinghouse Electric Corp
- 2-R-5656 Westinghouse Electric International Co.
- 4-R-1697 Westinghouse Electric & Mfg. Co.
- 9-R-1915 Westinghouse Electric & Mfg Co
- 4-R-1964 Westinghouse Radio Stations, Inc.
- 8-R-1987 Wheeling Steel Co.
- 4-R-1768 White Bros. Smelting Corp.
- 8-R-1903 White Motor Co., The.
- 1-RE-37 Whitin, Paul, Mfg. Co.
- 1-R-2805 Whitney Blake Co, The.
- 1-R-2985 Whittet Higgins Co.
- 10-R-1681 Whittier Mills Co.
- 17-R-1454 Wichita Eagle.
- 16-R-1685 Wichita Falls Foundry & Machine Co.
- 16-R-1368 Wichita Packing Co.
- 13-R-3576 William, F. B., Co
- 5-R-2096 Williams Brownell Planing Mill.
- 4-R-1827 Williamsport Furniture Co.
- 8-R-2117 Willys-Overland Motors, Inc.
- 8-R-1877 Willys-Overland Motors, Inc.
- 21-R-3021 Wilmington Welding & Boiler Works, Ltd.
- 19-R-1570 Wilson, A. K., Timber Products Co.
- 3-R-1107 Wilson Athletic Goods Mfg. Co.
- 4-R-1973 Wilson & Co., Inc.
- 10-R-1637 Wilson & Co., Inc.
- 10-R-1784 Wilson & Co., Inc.
- 13-R-3077 Wilson & Co., Inc.
- 13-R-3098 Wilson & Co., Inc
- 13-R-3350 Wilson & Co., Inc
- 13-R-3567 Wilson & Co., Inc
- 16-R-1406 Wilson & Co., Inc
- 17-R-1210 Wilson & Co., Inc
- 18-R-1537 Wilson & Co., Inc
- 18-RE-16 Wilson-Hurd Mfg Co.

2-R-6467 Wilson & Rogers, Inc.
21-R-2842 Wire & Metal Mfg. Co.
13-R-3249 Wisconsin Power & Light Co
13-R-3123 Wisconsin Telephone Co.
1-R-2932 Worcester Woolen Mills Corp.
31-R-1122 Worthington Pump & Machinery Corp
1-R-2709 Worthington Pump & Machinery Corp.
13-R-3266 Wyman, Gordon Co

13-R-3468 Yale & Towne Mfg. Co., The
3-R-1072 Yawman & Erbe Mfg. Co
20-R-1768 Young Patrol Service.
1-RE-31 Young, Richard, Co.
13-R-3125 Youngstown Sheet & Tube Co

2-R-5599 Zalud Mobile Marine, Inc
16-R-1419 Zanes Freight Agency.
18-R-1368 Zimmerman Steel Casting Co



APPENDIX D

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1946

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

I. Unfair Labor Practice Cases:

A. Unfair Labor Practice Cases Decided After Contest.

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

II. Representation Cases:

A. Cases in Which Elections Were Directed.

B. Cases Decided on the Basis of Stipulated Election.

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



APPENDIX D

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1946¹

I. Unfair Labor Practice Cases

A. Unfair Labor Practice Cases Decided After Contest

- 9-C-2091 Adel Precision Products Corp.
- 11-C-1200 Aluminum Co. of America.
- 9-C-1997 Amb-A-Tip Cigar Co.
- 14-C-981 American Car & Foundry Co.
- 14-C-1015 American Furnace Co.
- 13-C-2294 American Steel Foundries
- 2-C-5764 American White Cross Laboratories, Inc
- 2-C-5870 American White Cross Laboratories, Inc
- 20-C-1302 Ames Harris Neville Co.
- 15-C-1500 Arkansas-Missouri Power Corp
- 17-C-1224 Armour & Co.
- 11-C-1189 Arnoit Motor Co., Inc.
- 1-C-2519 Atlas Coil Spring Co
- 14-C-994 Atlas Imperial Diesel Engine Co.

- 2-C-5771 Baker & Co., Inc.
- 18-C-1071 Barlow Maney Laboratories, Inc.
- 8-C-1700 Beck, C. D., Co.
- 2-C-5685 Bendix Aviation Corp.
- 2-C-5805 Bendix Aviation Corp.
- 21-C-2350 Bermite Power Co.
- 16-C-1178 Bewley Mills.
- 1-C-2443 Bird Machine Co.
- 7-C-1264 Bohn Aluminum Brass Corp.
- 16-C-1138 Bonita Fruit Co., Inc.
- 1-C-2499 Brown Co
- 16-C-1015 Brown Shipbuilding Co., Inc.
- 16-C-1154 Brown Shipbuilding Co., Inc.
- 16-C-1161 Brown Shipbuilding Co., Inc.
- 19-C-1234 Brown's Tie & Lumber Co.
- 9-C-2079 Broughton's Farm Dairy, Inc.
- 11-C-1171 Bryan Mfg. Co.
- 7-C-1305 Budd, Edward G., Mfg. Co.
- 13-C-2594 Burnside Steel Foundry Co.
- 2-C-5635 Burroughs Welcome & Co. (USA), Inc

- 10-C-1526 Cambell, John W., Inc.
- 10-C-1658 Caroline Mills, Inc.
- 10-C-1713 Caroline Mills, Inc.
- 24-C-64 Chase National Bank.
- 20-C-1229 Cheney California Lumber Co
- 13-C-2332 Cleveland Container Co., The
- 18-C-1104 Cliffs Dow Chemical Co., The.
- 3-C-783 Consolidated Machine Tool Corp
- 10-C-1506 Consumers Lumber & Veneer Co.
- 16-C-1207 Continental Oil Co.
- 16-C-1219 Continental Pipe Line Co.
- 2-C-5983 Crucible Steel Co. of America.

¹ Decisions in these cases appear in volumes 62 through 69 of Decisions and Orders of the National Labor Relations Board.

- 18-C-1092 Daniels, H. J., Poultry Co.
 21-C-2435 Davis Precision Machine Co.
 2-C-5643 Democracy Budd, Inc.
 13-C-2414 Diamond T. Motor Car Co.
 2-C-5420 Dickins, Franque A., Engineer.
 1-C-2449 Doane, John S., Co.
 10-C-1623 Douglas Silk Products Co., Inc.

 9-C-2037 Eastern Gas & Fuel Associates.
 9-C-2096 Ebco Manufacturing Co., The.
 5-C-1812 Ecusta Paper Corp.
 2-C-5731 Electrical Testing Laboratories, Inc.
 8-C-1756 Elyria Telephone Co., The.
 16-C-1130 English Freight Co.
 16-C-1126 Enid Co-operative Creamery Association.
 4-C-1461 Exact Level & Tool Mfg. Co., Inc.

 18-C-1085 Fairmont Creamery Co.
 5-C-1865 Firestone Tire & Rubber Co.
 18-C-1039 Firestone Tire & Rubber Co.
 18-C-1196 Firestone Tire & Rubber Co.
 10-C-1693 Foote & Davies, Inc.

 18-C-1072 General Finance Corp; Climax Engineering Co.
 13-C-2540 General Motors Corp.
 14-C-1043 General Motors Corp.
 17-C-1200 Golden Cycle Corp., The.
 24-C-72 Gonzalez Padin Co., Inc.
 10-C-1566 Goodall Co.
 8-C-1691 Goodrich, B. F., Co., The.
 9-C-2059 Goodrich, B. F., Co., The.
 8-C-1662 Goodyear Aircraft Corp.
 20-C-1304 Graham Ship Repair Co.
 14-C-1096 Granite City Steel Co.
 20-C-1300 Grove Regulator Co.

 13-C-2378 Hall Freight Lines, Inc.
 1-C-2460 Hartford Courant Co.
 18-C-1165 Hawkeye Steel Products Co.
 13-C-2484 Hays Corp.
 19-C-1323 Hermin, Joe, Lumber.
 10-C-1678 Hills Brothers Co., The.
 5-C-1840 Home Beneficial Life Ins. Co., Inc.
 14-C-865 Hoosier Cardinal Corp.
 16-C-1136 Hortex Mfg. Co.
 2-C-5744 Hudson Dispatch.
 7-C-1248 Hudson, J. L., Co., The.
 20-C-1282 Hunn, L. S., Packing Co.

 13-C-2373 Illinois Tool Works.
 13-C-2326 Industrial Metal Fabricators, Inc.
 13-C-2412 Industrial Metal Fabricators, Inc.
 19-C-1407 Iron Fireman Control Division.

 14-C-996 Jasper Wood Products Co., Inc.

 7-C-1351 Kalamazoo Coaches, Inc.
 14-C-953 Kopman Woracek Shoe Mfg. Co.
 13-C-2426 Kropp Forge Co., Kropp Forge Aviation Co.

 8-C-1875 Lakeshore Electric Mfg. Co.
 16-C-1019 Laredo Daily Times, The.
 5-C-1781 Lewis & Holmes Motor Freight Corp.
 19-C-1330 Libby, McNeill & Libby.
 9-C-2092 Libbey-Owens-Ford Glass Co.

- 7-C-1443 Life Insurance Co. of Virginia.
 18-C-1114 Litchfield Mfg. Co.
 10-C-1768 Louisville Shirt Co.

 21-C-2600 McHale Mfg. Co.
 14-C-954 Majestic Mfg. Co.
 14-C-917 Mallinckrodt Chemical Works.
 6-C-825 Matthews, Jas. H., & Co.
 8-C-1729 Midland Steamship Lines, Inc.
 8-C-1811 Midland Steamship Lines, Inc.
 14-C-882 Midwest Piping & Supply Co., Inc
 16-C-1077 Mills, Bennett.
 14-C-1016 Mines Equipment Co.
 14-C-885 Mississippi Valley Structural Steel Co.
 23-C-26 Moanalua Dairy, Ltd.
 17-C-1054 Montgomery Ward & Co., Inc.
 17-C-1172 Montgomery Ward & Co., Inc.
 8-C-1783 Monumental Life Insurance Co.
 2-C-5234 Moss, Henry, & Co.
 10-C-1554 Mount Vernon-Woodbury Mills, Inc.

 14-C-1077 National Bag Co., Ben Samuels & Katherine Samuels.
 20-C-1301 National Lead Co.
 2-C-5701 Neptune Meter Co.
 5-C-1863 Norfolk Southern Bus Corp.

 3-C-741 Odenbach Shipbuilding Corp.
 3-C-727 Oval Wood Dish Corp.

 20-C-1270 Pacific Manifolding Book Co., Inc., & Moore Business Forms, Inc.
 21-C-2421 Pacific Plastic & Mfg. Co., Inc.
 7-C-1452 Packard Motor Car Co.
 10-C-1620 Palm Beach Broadcasting Corp.
 5-C-1793 Palmer-Bee Co.
 7-C-1272 Peerless Pattern Works.
 2-C-5128 Phelps Dodge Copper Products Corp.
 2-C-5622 Phelps Dodge Copper Products Corp.
 4-C-1459 Philadelphia Gear Works.
 8-C-1720 Pittsburgh Plate Glass Co.
 2-C-5428 Poloron Products, Inc.
 19-C-1328 Portland Lumber Mills.
 10-C-1660 Prigg Boat Works.

 14-C-921 Reardon Co., The.
 15-C-1058 Reliance Mfg. Co.
 13-C-2386 Republic Drill & Tool Co.
 3-C-734 Robeson Cutlery Co., Inc.
 10-C-1644 Rock City Box Co., Inc.
 10-C-1598 Rockwood Stove Works.
 13-C-2390 Ross Gear & Tool Co.
 24-C-65 Royal Bank of Canada, The.

 14-C-910 St. Joseph Lead Co. & Mine Lanotte Corp.
 10-C-1354 Salant & Salant, Inc.
 14-C-856 Scullin Steel Co.
 14-C-943 Scullin Steel Co.
 14-C-951 Schnacke Mfg. Corp.
 18-C-1170 Schramm & Schmeig Co.
 9-C-2132 Semet-Solvay Co.
 14-C-916 Semi-Steel Casting Co.
 10-C-1603 Showalter, A. J., Co.
 18-C-1154 Simmons Engineering Co.
 16-C-1144 South Texas Produce Co.
 16-C-1119 Southwestern Portland Cement Co.
 5-C-1849 Spach, J. C., Wagon Works, Inc.

- 21-C-2430 Special Tools & Machinery Co.
 1-C-2487 Stevens, M. T., & Sons Co.
 20-C-1331 Strathmore Packing House Co.
 2-C-5726 Sullivan Dry Dock & Repair Corp.
 2-C-5619 Surprise Candy Co.
 2-C-5683 Surprise Candy Co.
 2-C-5693 Swift & Co.
 10-C-1470 Swift & Co.
- 10-C-1813 Tampa Shipbuilding Co., Inc.
 8-C-1649 Tappan Stove Co., The.
 8-C-1678 Toledo Desk & Fixture Co.
 16-C-1167 Turner Transportation Co., Inc.
- 11-C-1219 Union City Body Co., Inc.
 16-C-1103 Union Mfg. Co.
 1-C-2350 United Aircraft Corp. (Pratt & Whitney Division, East Hartford Plant).
 14-C-712 U. S. Cartridge Co., Inc.
- 16-C-1250 Vinita Garment Mfg. Co.
- 9-C-1786 Wallace Corp., The.
 21-C-2384 Washington National Insurance Co.
 8-C-1901 Webster Mfg., Inc.
 20-C-1306 Wells, Inc.
 5-C-1809 Wennonah Cotton Mills Co., Inc.
 7-C-1367 Western Tablet & Stationery Corp.
 16-C-1225 Wichita Engineering Co.
 16-C-1061 Wilson & Co.
 16-C-1091 Wilson & Co.
 17-C-1300 Wilson & Co.
 18-C-1176 Winona Textile Mills, Inc.
 2-C-5716 Women's Wear Co.
 3-C-784 Wright Hibbard Industrial Electric Co., Inc.
 7-C-1526 Wyandotte Transportation Co.

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

- 15-C-1114 Armour & Co.
 2-C-5641 Atlantic Basin Iron Works, Inc.
 10-C-1829 Avondale Mills.
- 21-C-2661 Bentley of Hollywood, Donald Bentley, d/b/a.
 5-C-1970 Berkley Machine Works & Foundry Co., Inc.
 1-C-2480 Brockton Automatic Product Co.
- 9-C-2117 Charleston Tent & Awning Co., Henry Cohen, an individual.
 10-C-1788 Crescent Neckwear Co.
- 2-C-5819 DeJur Amsco Corp.
 16-C-1065 Dolese Bros.
 15-C-1062 Donalsson Mfg. Co.
- 10-C-1747 Economaster Products Co., Inc.
 14-C-1030 Edison General Electric Appliance Co., The.
- 2-C-5646 Fairfield Lumber & Supply Co., The.
 21-C-2571 Fashion Forecast.
 2-C-5418 Federal Telephone & Radio Corp., Inc.
 7-C-1403 Ford, Henry, Trade School.
- 15-C-1057 General Cigar Co., Inc.
 2-C-5813 Great Eastern Brass Works.

- 2-C-6123 H & F Binch, Inc.
 15-C-1102 Howard Transfer Co.
- 14-C-902 Illinois Commercial Telephone Co.
- 9-C-2113 Jones, R. A., Co., The.
- 21-C-2497 Marches of Hollywood.
 18-C-1137 Marshall Fruit Co.
 18-C-1121 Marshall Produce Co.
 10-C-1890 Mascot Stove Co.
 18-C-1180 Mineral Springs Coca-Cola Bottling Co.
 18-C-1138 Minnesota Bi-Products, Inc.
 21-C-2604 Mode O'Day Corp.
- 2-C-5294 National Container Corp.
 15-C-1094 New Orleans Coal & Bisso Tow Boat Co.
 10-C-1832 Norris, Inc.
 10-C-1648 Norris, Inc.
 7-C-1387 Nutt Motor Rebuilders.
 7-C-1465 Nutt Motor Rebuilders.
- 2-C-6005 Petroleum Heat & Power Co.
 2-C-5871 Petzold, Ltd., Fur Dyeing Corp.
- 1-C-2501 Ratheon Mfg. Co.
 5-C-1897 Red Star Coaches, Inc.
 2-C-5322 Republic Aviation Corp.
 10-C-1702 Rome Plow Co.
- 21-C-2432 Sobel Cap Mfg. Co.
 15-C-1025 Southern Naval Stores Co.
 18-C-1139 Supersweet Feed Co., Inc.
- 16-C-1239 Top Notch Mfg. Co.
 16-C-1306 Trave-Taylor Co.
- 5-C-1832 Washington, Marlboro & Annapolis Motor Lines, Inc.
 20-C-1383 Western Frozen Foods Co.

II. Representation Cases

A. Cases in Which Elections Were Directed

- 3-R-1185 A. B. C. Welding & Mfg. Co. (Anbaco Corp.).
 13-R-3506 A & C Bedding Co.
 2-R-6158 Abbott Laboratories, Inc.
 5-R-1756 Abell, A. S., Co., The.
 13-R-2997 Acme Leather Co., Aaron & Maury Falstein & Max Simpson, d/b/a.
 5-R-1877 Adams-Millis Corp.
 14-R-1350 Adler Metal Products Corp.
 3-R-1046 Air Cooler Motor Corp.
 5-R-2144 Air Terminal Services, Inc.
 8-R-1902 Airway Electric Appliance Co., The.
 13-R-3100 Ajax Box Co., The.
 10-R-750 Alabama Fuel & Iron Co.
 11-R-816 Aladdin Industries, Inc.
 9-R-1952 Albers Super Market.
 14-R-1350 Alder Metal Products Corp.
 10-R-1585 Aldora Mills
 2-R-5634 Allegheny Ludlum Steel Corp.
 6-R-1180 Allegheny Ludlum Steel Corp.
 8-R-2062 Alliance Ware, Inc.
 2-R-5814 Allied Chemical & Dye Corp.
 4-R-1856 Allied Chemical & Dye Corp., Barrett Division, The
 1-R-2691 Allis-Chalmers Mfg. Co.

6-R-1132	Allis-Chalmers Mfg. Co.
9-R-1778	Allis-Chalmers Mfg. Co.
13-R-2922	Allis-Chalmers Mfg. Co.
13-R-3033	Allis-Chalmers Mfg. Co.
20-R-3105	Altec Lansing Corp.
2-R-5560	Aluminum Co. of America.
2-R-5628	Aluminum Co. of America.
19-R-1531	Aluminum Co. of America.
15-R-1357	Aluminum Ore Co.
7-R-2119	American Brake Shoe Co.
1-R-2645	American Brass Co., The.
3-R-963	American Brass Co., The.
6-R-1264	American Bridge Co.
13-R-3364	American Bridge Co.
13-R-3433	American Buff Co.
11-R-841	American Central Mfg. Co.
3-R-1115	American Laundry Machinery Co., The.
2-R-5576	American Locomotive Co.
2-R-5650	American Locomotive Co.
4-R-1738	American Machine & Metals, Inc.
13-R-3097	American Maize-Products Co.
2-R-6168	American Mfg. Co.
2-R-5586	American Merri-lei Corp.
10-R-1687	American Norit Co., Inc.
1-R-2540	American Optical Co.
9-R-2073	American Pad & Textile Co.
14-R-1214	American Pants Mfg. Co., Joseph Lerner, individual, d/b/a.
2-R-6141	American Pharmaceutical Co., Inc.
9-R-1945	American Racing Record of Triangle Publication, Inc.
20-R-1565	American Radiator & Standard Sanitary Corp.
4-R-1787	American Smelting & Refining Co.
5-R-1894	American Smelting & Refining Co.
6-R-1177	American Steel Foundries.
8-R-1931	American Steel & Wire Co.
5-R-1848	American Tobacco Co.
2-R-5732	American Trading & Production Corp.
10-R-1472	American Tri-State Paper Box Co.
13-R-2969	American Trunk & Case Co., Inc.
10-R-1544	Anchor Duck Mills.
6-R-1262	Anchor Hocking Glass Corp.
19-R-1579	Anderson Bros Lumber Co.
8-R-1932	Apex Electric Mfg. Co.
17-R-1206	Archer-Daniels-Midland Co.
2-R-5752	Arden, Elizabeth, Inc.
13-R-3108	Argus Mfg. Co.
1-R-2447	Arkwright Corp.
1-R-2454	Arkwright Corp.
1-R-2461	Arkwright Corp.
2-R-6123	Armour & Co.
2-R-6208	Armour & Co.
2-R-6209	Armour & Co.
3-R-1165	Armour & Co.
4-R-1911	Armour & Co.
5-R-1966	Armour & Co.
5-R-2111	Armour & Co.
10-R-1568	Armour & Co.
10-R-1636	Armour & Co.
13-R-3045	Armour & Co.
13-R-3233	Armour & Co.
13-R-3234	Armour & Co.
13-R-3269	Armour & Co.
16-R-1441	Armour & Co.
16-R-1508	Armour & Co.
17-R-1151	Armour & Co.
17-R-1158	Armour & Co.
17-R-1232	Armour & Co.

- 17-R-1244 Armour & Co.
 18-R-1272 Armour & Co.
 19-R-1655 Armour & Co.
 18-R-1401 Armour Creameries.
 16-R-1453 Armour Creameries & Armour & Co.
 17-R-1143 Armour Creameries, Armour & Co., d/b/a.
 2-R-5980 Armour & Co., New York Butchers Dressed Meat Co., Division of.
 15-R-1448 Armour Fertilizer Works.
 20-R-1427 Aron Canning Co.
 1-R-2452 Arthur, Howard Mills.
 1-R-2459 Arthur, Howard Mills.
 1-R-2466 Arthur, Howard Mills.
 13-R-3141 Arthur, W. R., Co., Inc.
 21-R-3017 Associated Banning Stevedore Co.
 10-R-1574 Atlantic Co.
 16-R-1527 Atlantic Refining Co.
 1-R-2906 Atlas Felt Products Co.
 13-R-2967 Atlas Leather Case Co.
 8-RE-20 Atlas Powder Co.
 10-R-1550 Augusta Bag & Burlap Co.
 13-R-3428 Austin-Western Co.
 3-R-1040 Auto-Lite Battery Corp.
 3-R-1111 Auto-Lite Battery Corp.
 13-R-3161 Automatic Screw Machine Products Co.
 13-R-3494 Autopoint Co.
 21-R-3063 Azusa Citrus Association.
- 1-R-2647 B-F-D Co.
 10-R-1523 Babcock & Wilcox Co., The.
 13-R-3146 Badger Broadcasting Co.
 8-R-2011 Bailey Co., The.
 2-R-5829 Baker & Co., Inc.
 9-R-1936 Balcrank, Inc.
 4-R-1720 Baldwin Locomotive Works, The.
 16-R-1337 Ball Bros. Co.
 5-R-2175 Baltimore Transit Co., The.
 4-R-1952 Bancroft, Joseph, & Sons Co.
 2-R-5666 Barry, E. J., Inc.
 20-R-1443 Basic Vegetable Products Co.
 5-R-2072 Bassett, W. M., Furniture Co.
 2-R-5808 Bassick Co., The.
 13-R-3292 Bastian Blessing Co., The.
 17-R-1338 Beacon Publishing Co., The.
 13-R-2995 Bear Mfg. Co.
 13-R-2996 Becker, P., & Co., a corporation.
 15-R-1486 Bellgrade Lumber Co.
 8-R-2112 Bellow Co., The.
 17-R-1299 Bemis Bros. Bag Co.
 5-R-1908 Bendix Aviation Corp.
 13-R-2968 Benno Hahn & Co.
 20-R-1414 Bercut-Richards Packing Co.
 20-R-1354 Berglund Tractor & Equipment Co.
 20-R-1386 Berglund Tractor & Equipment Co.
 5-R-2151 Bergman's Laundry.
 1-R-2448 Berkshire Fine Spinning Associates, Inc.
 1-R-2455 Berkshire Fine Spinning Associates, Inc.
 1-R-2462 Berkshire Fine Spinning Associates, Inc.
 1-R-2640 Berkshire Fine Spinning Associates, Inc.
 5-R-1971 Bethlehem-Sparrows Point Shipyard, Inc.
 2-R-5434 Bethlehem Steel Co.
 2-R-5696 Bethlehem Steel Co.
 2-R-5836 Bethlehem Steel Co.
 2-R-6274 Bethlehem Steel Co.
 3-R-1016 Bethlehem Steel Co.
 5-R-1950 Bethlehem Steel Co.

- 6-R-1164 Bethlehem Steel Co.
- 21-R-3167 Bethlehem Steel Co.
- 16-R-1376 Bethlehem Supply Co.
- 8-R-1910 Bethlehem Transportation Corp.
- 13-R-2973 Better Built Trunk & Case Co.
- 1-R-2687 Bigelow Co., The.
- 2-R-5124 Binon Chocolate, Inc.
- 1-R-2943 Bird Machine Co.
- 9-R-1788 Black-Clawson Co., The
- 5-R-2205 Black & Decker Mfg. Co.
- 18-R-1396 Black Hills Packing Co.
- 4-R-1728 Blough Mfg. Co.
- 5-R-1835 Blue-Bell, Inc.
- 5-R-1986 Blue Ribbon Laundry.
- 5-R-2253 Blumenthal, Sidney, & Co., Inc.
- 16-R-1330 Boardman Co., The.
- 16-R-1363 Bonham Cotton Mills.
- 20-R-1495 Booth Co., The.
- 16-R-1653 Borden Co., The.
- 1-R-2449 Borden, Richard, Mfg Co.
- 1-R-2456 Borden, Richard, Mfg Co.
- 1-R-2463 Borden, Richard, Mfg Co.
- 1-R-2450 Border City Mfg. Co.
- 1-R-2457 Border City Mfg. Co.
- 1-R-2464 Border City Mfg. Co.
- 1-R-2451 Bourne Mills.
- 1-R-2458 Bourne Mills.
- 1-R-2465 Bourne Mills.
- 6-R-1158 Braeburn Alloy Steel Corp.
- 6-R-1170 Braeburn Alloy Steel Corp.
- 13-R-3046 Brandwein, A., & Co.
- 2-R-5967 Bridgeport Metal Goods Mfg. Co
- 2-R-6083 Bridgeport Thermostat Co., Inc.
- 1-R-2622 Bridgewater Woolen Co.
- 7-R-1909 Briggs Mfg. Co.
- 11-R-984 Briggs Indiana Corp.
- 8-R-1924 Brown & Co.
- 1-R-2633 Brown & Sharpe Mfg. Co.
- 1-R-2798 Brown & Sharpe Mfg Co.
- 16-R-1553 Brown Shipbuilding Co., Inc
- 8-R-1917 Buckeye Steamship Co.
- 4-R-1925 Budd, Edward G., Mfg. Co.
- 24-R-129 Bull Insular Line, Inc.
- 8-R-1848 Bunting Brass & Bronze Co., The.
- 8-R-1937 Burley Clay Products Co., The
- 5-R-2005 Burlington Mills Corp.

- 20-R-1428 Califruit Canning Co.
- 20-R-1441 California Conserving Co.
- 21-R-2971 California Consumers Corp.
- 19-R-1558 California Packing Corp
- 20-R-1421 California Packing Corp.
- 20-R-1436 California Packing Corp.
- 20-R-1449 California Packing Corp.
- 20-R-1473 California Pet Foods Co.
- 20-R-1483 California Processors & Growers, Inc.
- 9-R-1755 Campbell, S. J., Co.
- 10-R-1789 Capital Motor Lines.
- 20-R-1464 Capolino Packing Corp.
- 9-R-1584 Carbide & Carbon Chemicals Corp.
- 8-R-1991 Cardinal Rubber Co.
- 8-R-1992 Cardinal Rubber Co.
- 18-R-1359 Cargill, Inc.
- 13-R-3063 Carnegie Illinois Steel Corp.
- 13-R-2859 Carson Pirie Scott & Co.
- 17-R-1081 Catholic Press Society, Inc

15-R-1358	Celotex Corp., The.
15-R-1406	Celotex Corp., The.
13-R-3081	Central Barge Co.
3-R-1037	Central New York Power Corp.
2-R-6161	Central Union Stock Yard Co
10-R-1415	Certified Products Co.
9-R-1807	Champion Paper & Fibre Co., The.
10-R-1664	Cheraw Brick Works.
10-R-1622	Cherokee Brick Co.
10-R-1766	Chicago Bridge & Iron Co.
13-R-2964	Chicago Leather Handle Co.
15-R-1432	Chicago Mill & Lumber Co.
9-R-1884	Chickasaw Wood Products Co
7-R-2083	Chris Craft Corp.
7-R-2084	Chris Craft Corp.
7-R-2015	Chrysler Corp.
7-R-2150	Chrysler Corp.
21-R-3049	Chrysler Motors of California.
15-R-1571	Cities Service Refining Corp.
6-R-1269	City Lines of West Virginia, Inc.
3-H-1099	Clark Bros. Co., Inc.
21-R-2898	Clark, Robert H., Co.
8-R-1869	Cleveland Cliffs Iron Co.
8-R-1920	Cleveland Cliffs Iron Co
8-R-2142	Cleveland Frog & Crossing Co., The.
8-R-2041	Cleveland Welding Co.
16-R-1445	Coastal Refineries, Inc.
19-R-1545	Cobbs & Mitchell Co.
20-H-1486	Colgate-Palmolive-Peet Co.
15-R-1638	Collins Clyde, Inc
17-R-1099	Colorado Fuel & Iron Corp.
8-R-1960	Colson Corp.
2-R-5878	Columbia Broadcasting System, Inc.
2-R-5884	Columbia Broadcasting System, Inc
2-R-5958	Columbia Machine Works, Inc.
20-R-1396	Columbia Steel Co.
8-R-1945	Columbia Transportation Co.
9-R-1937	Columbus-Celina Coach Co., Frank A. Cluff, d/b/a
8-R-1936	Columbus Coal & Mining Co.
4-R-1739	Condenser Service & Engineering Co, Inc
5-R-2168	Conger Laundry.
5-R-1862	Congoleum-Nairn, Inc.
2-R-5956	Conmar Products Corp.
1-R-2745	Connecticut Malleable Casting Co.
9-R-1754	Consolidated Coal Co.
21-R-3023	Consolidated Steel Corp.
16-R-1182	Consolidated Vultee Aircraft Corp.
9-R-1764	Consolidation Coal Co.
13-R-2904	Container Corp. of America.
9-R-2064	Continental Baking Co.
5-R-1951	Continental Clay Products Co.
10-R-1646	Convenience, Inc.
6-R-1152	Cooper-Bessemer Corp., The Grove City Plant.
2-R-6077	Cords, Ltd.
2-R-5470	Corona Corp
15-R-1615	Cotton Trade Warehouses, Inc.
5-R-1991	Craddock Terry Shoe Corp.
21-R-2998	Craig Shipbuilding Co.
4-R-1707	Cramp Shipbuilding Co.
10-R-1679	Crane Co.
11-R-831	Crawfordsville Foundry Co.
16-R-1315	Crawford Tank & Supply Co.
1-R-2611	Crescent Co., The.
10-R-1465	Crompton Highland Mills.
9-R-1845	Crosley Corp., The.
9-R-2044	Cross, E. D., & Son

- 13-R-3446 Crucible Steel Casting Co
 6-R-1114 Crucible Steel Co. of America.
 2-R-5302 Crucible Steel Co. of America; Atha Works.
 7-R-2102 Crystal Refining Co.
 13-R-3148 Cudahy Brothers Co.
 17-R-1277 Cudahy Packing Co., The.
 17-R-1308 Cudahy Packing Co., The.
 17-R-1085 Cudahy Packing Co., The.
 21-R-3020 Cudahy Packing Co., The.
 4-R-1836 Curtis Bay Towing Co.
 4-R-1849 Curtis Bay Towing Co.
 9-R-1738 Curtiss-Wright Corp.
 13-R-2901 Curt Teich & Co., Inc.
 13-R-2935 Curt Teich & Co., Inc.
 17-R-1290 Cushman Motor Works.
- 18-R-1285 Dairy Industries, Inc.
 21-R-2961 Damerall-Allison Co.
 4-R-1732 Dascher Mfg. Co., Inc.
 18-R-1355 Davenport Besler Corp.
 21-R-3058 Day & Night Mfg. Co.
 8-R-1835 Daybrook Hydraulic Corp., The.
 9-R-1974 Dayton Malleable Iron Co.
 13-R-2945 Deere & Co., Moline Tractor Works.
 13-R-3250 Deere, John, Harvester Works.
 2-R-5516 DeLaval Separator Co.
 16-R-1358 Denison Cotton Mill Co.
 20-R-1387 DeSchutes Lumber Co.
 20-R-1454 DeSchutes Lumber Co.
 21-R-3073 Desmond's, Inc.
 18-R-1400 DeSoto Creamery & Produce Co.
 2-R-6118 Dictaphone Corp.
 13-R-3192 Dixie Cup Co.
 16-R-1458 Dolese Bros. Co.
 1-R-2671 Donnell & Mudge, Inc.
 13-R-2974 Doppelt, Charles, & Co.
 5-R-2131 Doughnut Corp. of America.
 5-R-2143 Doughnut Corp. of America.
 5-R-2173 Doughnut Corp. of America.
 13-R-2982 Dresner, S., & Sons, Inc.
 6-R-1301 Duff-North Mfg. Co.
 6-R-1357 Duff-Norton Mfg. Co.
 10-R-1586 Dundee Mills, Inc.
 13-R-3257 Dupli-Color Products Co., Inc.
 2-R-5713 du Pont, E. I., de Nemour & Co.
 3-R-999 du Pont, E. I., de Nemours & Co.
 3-R-10789 du Pont, E. I., de Nemours & Co.
 5-R-1892 du Pont, E. I., de Nemours & Co.
 5-R-2049 du Pont, E. I., de Nemours & Co.
 2-R-5646 du Pont, E. I. (Grasselli Division).
 14-R-1405 Durasteel Co.
 14-R-1328 Dyestuffs & Chemical, Inc.
- 4-R-1769 Eagle Neck Band Corp.
 1-R-2668 Eastern Gas & Fuel Associates (Everett Works).
 1-R-2584 Eastern Wool Warehouse, Inc.
 13-R-2835 Eclipse Fuel Engineering Co.
 14-R-1226 Edison General Electric Appliance Co., Inc.
 2-R-6019 Edo Aircraft Corp.
 2-R-5600 Elastic Stop Nut Corp. of America
 9-R-1827 Electric Auto-Lite Co., The.
 13-R-3112 Electric Household Utilities Corp.
 21-R-3126 Electric Products Service.
 13-RE-36 Electric Sprayit Co.
 19-R-1567 Electric Steel Foundry.
 8-R-2042 Electric Vacuum Cleaner Co., Inc

- 11-R-862 Electronic Laboratories, Inc.
- 9-R-1773 Elk Horn Coal Corp.
- 9-R-2005 Elk River Coal & Lumber Co.
- 13-R-3406 Elkay Mfg. Co.
- 17-R-1339 Ellis Canning Co., The.
- 1-R-2728 Elmvale Worsted Co.
- 3-R-1007 Empire Worsted Mills, Inc.
- 3-R-1113 Endicott Johnson Corp.
- 2-R-6272 Endo Products, Inc.
- 13-R-3140 Englander Co., Inc., The.
- 20-R-1451 Ensher, Alexander & Barsoom, Inc.
- 13-R-2970 Erpenbeck & Segessman.
- 1-R-2471 Erving Paper Mills.
- 20-R-1440 Escalon Packers & Corp.
- 7-R-2117 Essex Wire Corp.
- 21-R-3240 Eston Chemicals, Inc.
- 15-R-1501 Ethyl Corp.
- 13-R-3074 Eureka Williams Corp.
- 14-R-1366 Evans, George, Bedding Co.
- 13-R-2966 Ever-Wear Trunk Works, Inc.
- 9-R-1708 Ewing, Oscar, Inc.
- 4-R-1826 Ewing-Thomas Corp.

- 20-R-1447 Fair Oaks Fruit Co.
- 13-R-3443 Fair, The.
- 13-R-3256 Fairbanks, Morse & Co.
- 16-R-1654 Fairmont Creamery Co.
- 1-R-2516 Falls Co., The.
- 14-R-779 Famous Barr Co.
- 16-R-1546 Farmers & Merchants Compress & Warehouse Co.
- 1-R-2595 Federal Electric Products Co., Inc.
- 7-R-2029 Federal Mogul Corp.
- 2-R-5513 Federal Telecommunication Laboratories, Inc.
- 2-R-5524 Federal Telephone & Radio Corp.
- 11-R-903 Fendrich, H., Inc.
- 21-R-2830 Fibreboard Products, Inc.
- 13-R-3246 Finkl, A., & Sons Co.
- 13-R-3315 Finkl, A., & Sons Co.
- 5-R-1925 Firestone Tire & Rubber Co., The.
- 2-R-6131 First National Chain Stores, Inc.
- 2-R-6132 First National Chain Stores, Inc
- 1-R-2383 First National Stores, Inc.
- 1-R-2801 First National Stores, Inc.
- 1-R-2613 Fleisher Shoe Co., The.
- 16-R-1618 Fleming & Sons, Inc.
- 2-R-5686 Flintkote Co., The.
- 13-R-3263 Florence Stove Co., Inc.
- 10-R-1453 Florida Power & Light Co.
- 20-R-1429 Flotill Products, Inc.
- 5-R-2062 Flynn & Emrich Co. of Baltimore.
- 10-R-1693 Food Machinery Corp.
- 21-R-3257 Food Machinery Corp., Peerless Pump Division.
- 13-R-3168 Food Machinery Corp., Sprague-Sells Division.
- 13-R-3008 Foote Bros. Gear & Machine Corp.
- 13-R-3219 Ford Motor Co.
- 18-R-1307 Ford Motor Co.
- 13-R-3318 Forest City Knitting Co.
- 2-R-5664 Foster-Wheeler Corp
- 20-R-1434 Foster & Wood Canning Co.
- 8-R-1929 French Oil Mill Machinery Co., The.
- 6-R-1157 Frick Co., Inc.
- 10-R-1571 Friedlaender & Co
- 5-R-1976 Fries, Beall & Sharp Co.
- 19-R-1584 Friesen Box Co.
- 20-R-1517 Fruitvale Canning Co.
- 2-R-5880 Fuld & Hatch Knitting Co.

- 4-R-1686 G & A Aircraft & Firestone Tire & Rubber Co
 1-R-2588 Gair, Robert Co., Inc., Natick Box & Board Division.
 1-R-2610 Gair, Robert Co., Inc
 14-R-1223 Gardner-Denver Co.
 3-R-1068 Gaylord Bros , Inc.
 3-R-971 General Cable Corp.
 4-R-1778 General Cable Corp.
 14-R-1285 General Chemical Co.
 20-R-1360 General Chemical Co.
 20-R-1390 General Chemical Co.
 21-R-3097 General Controls Co.
 8-R-1881 General Electric Co.
 2-R-6383 General Engraving Co.
 13-R-3085 General Mills, Inc.
 18-R-1471 General Mills, Inc.
 7-R-1995 General Motors Corp.
 7-R-2041 General Motors Corp.
 8-R-1838 General Motors Corp.
 8-R-1842 General Motors Corp.
 11-R-835 General Motors Corp., Allison Division.
 14-R-1331 General Motors Corp., United Motors Service Division, St. Louis Branch.
 16-R-1379 General Tire & Rubber Co.
 13-R-2972 General Trunk Co., Inc.
 20-R-1571 Geneva Steel Co.
 15-R-1205 Gibson County Electric Membership Corp.
 1-R-2715 Gillette Safety Razor Co.
 1-R-2721 Gillette Safety Razor Co.
 19-R-1670 Giustina Bros. Lumber Co.
 16-R-1394 Gladewater Refining Co.
 13-R-2983 Gladstone Case Mfg. Co., a corporation.
 6-R-1240 Globe Brick Co.
 13-R-3088 Globe Oil & Refining Co., The.
 8-R-1954 Globe Steamship Corp.
 13-R-3362 Goldblatt Bros , Inc.
 9-R-2038 Goldsmith Metal Lath Co.
 8-R-1874 Goodrich, B. F , Co.
 8-R-1947 Goodrich, B. F., Co.
 9-R-2013 Goodrich, B. F., Co.
 16-R-1444 Goodrich, B. F., Co.
 1-R-2472 Goodyear Fabric Corp.
 17-R-1171 Goodyear Tire & Rubber Co.
 17-R-1172 Goodyear Tire & Rubber Co.
 17-R-1243 Goodyear Tire & Rubber Co.
 18-R-1466 Gordon-Van Tine Co.
 2-R-5922 Gould & Eberhardt Co.
 14-R-1233 Granite City Steel Co
 17-R-1161 Great Lakes Pipe Line Co.
 8-R-1944 Great Lakes Steamship Co.
 7-R-2037 Great Lakes Steel Corp.
 13-R-3528 Green Drop Forge Co.
 16-R-1219 Griffin-Goodner Grocery Co.
 16-R-1487 Griffin Grocery Co.
 1-R-2614 Groveton Paper Co.
 16-R-1431 Gulf Oil Corp.
 9-R-2034 Gulf Refining Co.
 14-R-1191 Gulf Refining Co.
 15-R-1488 Gulf Refining Co.
 16-R-1221 Gulf Refining Co.
 13-R-3134 Gunite Foundries Corp.
 5-R-2256 Gwaltney, P. D., Jr., Co., Inc.
 13-R-3005 Hall, W F., Printing Co.
 6-R-1275 Haller, W.A., Co., Inc.
 9-R-1835 Hamilton Foundry & Machine Co , The.
 14-R-1294 Hamilton-Sheu & Walsh Shoe Co.

- 3-R-1075 Hammond Irving, Inc.
 8-R-1911 Hanna, M. A., Co., The.
 19-R-1689 Hanset Lumber Co.
 13-R-3154 Harnischfeger Corp.
 1-R-2593 Harris, Emery Co., Inc.
 8-R-1851 Harris-Seybold Potter Co.
 9-R-1951 Harris-Seybold Potter Co.
 4-R-1752 Harrisburg Steel Corp.
 11-R-826 Harrison Steel Castings Co.
 20-R-1422 Harter Packing Co.
 8-R-1988 Hartzell Industries, Inc.
 8-R-1817 Harvester War Depot, Inc.
 2-R-5879 Hat Corp. of America.
 1-R-2678 Hawthorne Tanners, Inc.
 4-R-1712 Heat Transfer Products, Inc.
 20-R-1445 Heinz Corp.
 8-R-1904 Hercules Motors Corp.
 10-R-1420 Hercules Powder Co.
 10-R-1458 Hercules Powder Co.
 10-R-1480 Hercules Powder Co.
 10-R-1481 Hercules Powder Co.
 10-R-1485 Hercules Powder Co.
 10-R-1489 Hercules Powder Co.
 10-R-1504 Hercules Powder Co.
 13-R-2971 Hercules Trunk Works, Inc.
 4-R-1762 Heyden Chemical Corp.
 15-R-1457 Higgins Industries, Inc.
 5-R-2019 High Point Bending & Chair Co.
 4-R-1809 Hill, C. V., & Co., Inc.
 8-R-1843 Hobart Mfg. Co.
 9-R-2042 Hocking Valley Mfg. Co.
 10-R-1680 Holeproof Hosiery Co.
 13-R-3401 Holister, Lloyd, Inc.
 21-R-3055 Hollywood Citizen News.
 11-R-867 Hoosier Cardinal Corp.
 11-R-902 Hoosier Desk Co.
 11-R-811 Hoosier Panel Co.
 2-R-5697 Hudson Engineering Co.
 5-R-1959 Hudson Hosiery Co., Inc.
 7-R-2030 Hudson Motor Car Co.
 1-R-2495 Hudson Worsted Co.
 21-R-2661 Hughes Tool Co.
 20-R-1462 Hume, G. W., Co.
 19-R-1747 Hunt Foods, Inc.
 14-R-1303 Hussman Ligonier Co.
 1-R-2816 Hytron Radio & Electronics Corp.
- 4-R-1764 I-T-E Circuit Breaker Co.
 52-RE-76 Imperial Paper & Color Corp.
 1-R-2899 Imperial Upholstery Co.
 11-R-905 Indiana Cotton Mills.
 11-R-796 Indianapolis Power & Light Co.
 6-R-1074 Industrial Colliers Corp.
 13-R-3555 Industrial Molded Products Co., Inc.
 17-R-1289 Industrial Paper Stock Co.
 15-R-1398 Ingalls Shipbuilding Corp.
 3-R-1105 Ingersoll Rand Machine Shop.
 10-R-1539 Ingram Spinning Mills.
 9-R-1988 Inland Container Corp.
 11-R-906 Inland Container Corp.
 9-R-1824 Inland Steel Co.
 10-R-1448 Inman Mills.
 8-R-1955 Inter Ocean Steamship Co.
 21-R-2690 Inspiration Consolidated Copper Co.
 8-R-1913 Interlake Steamship Co.
 15-R-1613 International Broadcasting Co., The.

- 15-R-1541 International Cellucotton Products Co.
8-R-1923 International Harvester Co.
13-R-3276 International Harvester Co.
21-R-3300 International Harvester Co.
15-R-1456 International Minerals & Chemicals Corp.
2-R-6042 International Plainfield Motor Co.
7-R-2188 International Seal & Lock Co.
14-R-1267 International Shoe Co.
14-R-1292 International Shoe Co.
21-R-2653 International Smelting & Refining Co.
13-R-3128 Interstate Machinery Co., Inc.
8-R-1915 Interstate Steamship Co.
3-R-1155 Iroquois Gas Corp.
9-R-2098 Irwin Auger Bit Co.
2-R-6030 Isthmian Steamship Co.
- 4-R-1996 J & L Steel Barrel Co.
16-R-1547 Jackson, Byron Co.
20-R-1635 Jackson, Byron Co.
9-R-2045 Jaeger Machine Co.
20-R-1309 Jansen, Walter, & Son.
20-R-1310 Jansen, Walter, & Son.
11-R-832 Jasper Chair Co.
11-R-898 Jasper Novelty Furniture Co.
11-R-912 Jasper Wood Products Co., Inc.
15-R-1559 Jefferson Island Salt Co.
13-R-3561 Jennings, O. D., & Co.
21-R-2975 Jergens, Andrew, Co.
5-R-2034 Johnson Carper Furniture Co., Inc.
4-R-1978 Johnson, Charles, Eneu & Co.
20-R-1608 Johnson, S. T.
6-R-1168 Jones & Laughlin Steel Corp.
6-R-1191 Jones & Laughlin Steel Corp.
13-R-3158 Jung Shoe Mfg. Co.
8-R-1919 Jupiter Steamship Co.
- 2-R-6044 K. M. V., Inc.
4-R-1817 Kaiser Cargo, Inc.
17-R-1117 Kansas Power & Light Co.
13-R-2865 Kearney & Trecker Corp.
7-R-2058 Kelsey Hayes Wheel Co.
16-R-939 Kennecott Copper Corp., Chino Mines Division
11-R-798 Kentucky Utilities Co.
13-R-3180 Keystone Steel & Wire Co.
13-R-3189 Keystone Steel & Wire Co.
13-R-3200 Keystone Steel & Wire Co.
2-R-5265 Kidde, Walter, & Co., Inc.
13-R-3061 Kimberly Clark Corp.
18-R-1378 Kimberly Clark Corp.
8-R-1918 Kinsman Transit Co.
3-R-1098 Kittinger Co., Inc.
19-R-1541 Klickitat Pine Box Co.
7-R-2044 Knape & Vogt Mfg. Co.
13-R-3268 Knight, Stanley, Corp.
16-R-1300 Kobe, Inc.
9-R-1946 Koehl, William, Co.
6-R-1208 Kopriva, Frank.
6-R-1149 Kress, F J, Box Co.
4-R-1837 Krimm, Charles R., Lumber Co., Inc.
- 21-RE-21 Lac Chemicals, Inc.
10-R-1645 Lafollette Shirt Co.
14-R-1172 Lake Tankers Corp.
2-R-5534 Lalance & Grosjean Mfg. Co.
16-R-1587 Lamar Cotton Oil Co.
5-R-1990 Lancaster Iron Works, Inc.

- 6-R-1285 Landis Tool Co.
- 6-R-1309 Landis Tool Co.
- 19-R-1610 Lang, F. S., Mfg. Co.
- 5-R-2035 Larus & Bro. Co., Inc.
- 10-R-1551 Lawrence, A. C., Leather Co.
- 1-R-2735 Lawrence Duck Co.
- 1-R-2396 Lawrence Woolen Co.
- 8-R-1818 Lectrolite Corp.
- 3-R-1071 Lennox Furnace Co., The.
- 4-R-1899 Leon Ferenbach, Inc.
- 10-R-1647 LeTourneau Co. of Georgia.
- 13-R-3368 LeTourneau, R. G., Inc.
- 2-R-6236 Lewis Supply Co.
- 1-R-2821 Libbey, W. S., Co.
- 5-R-1961 Libby, McNeil & Libby.
- 19-R-1597 Libby, McNeil & Libby.
- 20-R-1416 Libby, McNeil & Libby.
- 20-R-1424 Libby, McNeil & Libby.
- 20-R-1425 Libby, McNeil & Libby.
- 20-R-1448 Libby, McNeil & Libby.
- 5-R-1891 Liberty Laundry Co., Inc.
- 13-R-2960 Liberty Leather Fishing Co., Inc.
- 8-R-1795 Life Insurance Co of Virginia, The.
- 13-R-3173 Lincoln Casket Co.
- 20-R-1452 Lincoln Packing Co.
- 11-R-962 Lindley Box & Paper Co.
- 4-R-1941 Link Belt Co.
- 16-R-1425 Link Belt Co.
- 13-R-3360 Lock Nut Corp. of America or Boss Bolt & Nut Co.
- 9-R-1795 Logan Clay Products Co., The.
- 16-R-1340 Lone Star Defense Corp.
- 21-R-2994 Long Beach Stevedoring Terminals Co., Berth 50.
- 16-R-1581 Longhorn Roofing Products, Inc.
- 1-R-2420 Lonsdale Co.
- 6-R-983 Lord Mfg. Co., The.
- 4-R-1926 Lorillard, P., Co.
- 9-R-1843 Louisville Sanitary Wipers Co., Inc.
- 20-R-1627 Luckenbach Steamship Co.
- 15-R-1563 Lucky Heart Laboratories.
- 4-R-1995 Ludlow Mfg. & Sales Co.
- 13-R-3083 Ludlow Typograph Co.
- 6-R-1305 Ludwik Glass Co.
- 5-R-2022 Luray Clothing Mfg. Co.
- 8-R-1897 Lynch Mfg. Corp.
- 13-R-2941 Lyon Metal Products, Inc.

- 2-R-5480 McKesson & Robbins.
- 1-R-2921 McKittrick, Frank, G. W., Co.
- 5-R-2073 McLaughlin Mfg. Co.
- 16-R-1299 Machine Products Co.
- 6-R-1308 MacLaren Sportswear Corp
- 1-R-2520 Madison Woolen Co.
- 2-R-5554 Malina Co. & Bendythe Co., Louis Malina.
- 14-R-1242 Mallinckrodt Chemical Works.
- 20-R-1433 Manteca Canning Co.
- 2-R-5976 Marietta-Harmon Chemical, Inc.
- 2-R-5837 Marine Basin Co.
- 21-R-3018 Marine Terminals Corp.
- 5-R-2090 Marsh Furniture Co
- 13-R-3472 Marshall Field & Co.
- 13-R-2958 Mashek, Frank, Co.
- 13-R-2944 Master Industries, Inc.
- 13-R-2994 Master Industries, Inc
- 15-R-1355 Mathieson Alkali Works, Inc.
- 15-R-1365 Mathieson Alkali Works, Inc
- 15-R-1366 Mathieson Alkali Works, Inc.

- 15-R-1374 Mathieson Alkali Works, Inc.
 1-R-2699 Matthews Mfg. Co.
 9-R-1916 Maxwell Paper Co., The.
 5-R-2147 May, McEwin Kaiser Co.
 10-R-1584 Mayfair Cotton Mills, Inc.
 5-R-1930 Mead Corp., The Heald Division.
 15-R-1367 Memphis Hardwood Flooring Co.
 15-R-1378 Mente & Co, Inc.
 1-R-2936 Merrimack Mfg. Co.
 1-R-2128 Merrimack Mills Co.
 10-R-1532 Merry Bros Brick & Tile Co.
 18-R-1298 Metropolitan Life Insurance Co.
 21-R-2985 Metropolitan Stevedore Co
 2-R-6384 Meyer, Joseph H., & Bros.
 10-R-1433 Miami Coca Cola Bottling Co.
 10-RE-15 Miami Daily News, Inc.
 7-R-1866 Michigan Bell Telephone Co.
 18-R-1244 Michigan Gas & Light Co.
 7-R-2173 Michigan Producers' Dairy Co.
 8-RE-23 Michigan Wholesalers, Inc.
 16-R-1420 Mid-Continent Petroleum Corp.
 16-R-1477 Mid-Continent Petroleum Corp.
 18-R-1485 Midland National Bank & Trust Co.
 8-R-1865 Midland Steel Products Co.
 1-R-2934 Milton Co-operative Dairy Corp.
 18-R-1393 Minneapolis Honeywell Regulator Co
 18-R-1347 Minneapolis Honeywell Regulator Co
 18-R-1409 Minneapolis Honeywell Regulator Co.
 18-R-1437 Minneapolis Honeywell Regulator Co.
 18-R-1319 Minnesota Mining & Mfg. Co.
 18-R-1332 Minnesota & Ontario Paper Co.
 16-R-1390 Mission Mfg. Co.
 14-R-1232 Missouri Insurance Co.
 5-R-1924 Mock, Judson, Voehringer Co., of North Carolina, Inc.
 13-R-2910 Modern Frog & Crossing Works.
 5-R-2016 Molier, M. P., Inc.
 1-R-2760 Monomac Spinning Co.
 14-R-1323 Monsanto Chemical Co.
 16-R-1341 Monsanto Chemical Co.
 17-R-1082 Monitor Publications, The, Inc.
 16-R-1392 Montgomery Ward & Co., Inc.
 16-R-1548 Montgomery Ward & Co., Inc
 8-R-1825 Monumental Life Insurance Co.
 20-R-1432 Mor-Pak Preserving Corp.
 2-R-5538 Morris Basin Dry Docks.
 10-R-1449 Motor Fuels Carriers, Inc
 20-R-1625 Mountain Copper Co., Ltd
 19-R-1528 Mountain States Power Co.
 13-R-3032 Murray Varat Co.
 7-R-2052 Muskegon Piston Ring Co.
 9-R-1953 Myer Bros., Edward J & H. G. Myer, d/h/a.

 4-R-2008 Nash Kelvinator Sales Corp.
 4-R-1750 National Biscuit Co.
 7-R-2012 National Brass Co.
 13-R-2984 National Brief Case Mfg. Co., Inc.
 5-R-2192 National Carbide Co.
 5-R-1867 National Distillers Products Corp.
 2-R-5725 National Electric Instrument Co
 6-R-1167 National Electric Products Corp.
 3-R-991 National Gypsum Co.
 21-R-3129 National Lead Co.
 4-R-1722 National Lead Co., Titanium Division.
 4-R-1725 National Lead Co., Titanium Division.
 20-R-1444 National Packing Co
 8-R-1862 National Rubber Machinery Co.

- 4-R-1943 National Transitads, Inc.
 1-R-2559 National Wool Marketing Corp.
 2-R-5110 Neptune Meter Co.
 3-R-1078 Nettleton, A. E., Co.
 1-R-2392 New Bedford Cotton Mfg Association.
 2-R-5689 Newberry, J. J., Co.
 2-R-5441 New Jersey Worsted Mills & Gera Mills.
 5-R-2236 New York Central Iron Works.
 2-R-5918 News Syndicate Co., Inc.
 7-R-2007 Nicholson Transit Co.
 18-R-1318 Nick & Sons, Inc.
 11-R-840 Noblitt-Sparks Industries, Inc.
 11-R-855 Noblitt-Sparks Industries, Inc.
 21-R-3019 Norris Stamping Mfg. Co.
 21-R-2943 North Whittier Heights Citrus Association
 20-R-1453 Northern Packing Corp.
 19-RE-24 Northwest Packing Co
 19-R-1598 Northwest Packing Co.
 13-R-3440 Northwestern Corp., The
 21-R-2953 Norton Bros. & Morris.
- 3-R-1149 Odenbach Shipbuilding Corp.
 18-R-1354 Ohio Chemical & Mfg. Co.
 8-R-1999 Ohio Electric Mfg. Co.
 13-R-3131 Ohio River Co., The.
 16-R-1505 O'Keefe, Binyon
 14-R-1298 Olin Industries, Inc.
 13-R-3332 Olson, Samuel, Mfg. Co., The.
 15-R-1568 Ottenheimer Bros., Mfg. Co.
 13-R-2680 Outboard Marine & Mfg. Co.
 13-R-3236 Outboard Marine & Mfg. Co
 21-R-2986 Outer Harbor Dock & Wharf Co
- 20-R-1419 Pacific Gas & Electric Co.
 20-R-1537 Pacific Gas & Electric Co.
 20-R-1489 Pacific Grape Products
 20-R-1459 Pacific Packing Co.
 21-R-2823 Pacific Press, Inc.
 21-R-2824 Pacific Press, Inc
 21-R-2825 Pacific Press, Inc.
 21-R-2826 Pacific Press, Inc
 21-R-2904 Pacific Pumps, Inc.
 21-R-2970 Pacific Pumps, Inc.
 8-R-1834 Packard Motor Car Co.
 8-R-1996 Packard Motor Car Co.
 16-R-1427 Pangburn Co., Inc.
 11-R-859 Park Furniture Co., Inc., The.
 1-R-2443 Parker's Brass Foundry.
 20-R-1430 Parrish, Alen R., Co.
 16-R-1465 Pasotex Pipe Line Co.
 3-R-1054 Pass & Seymour, Inc.
 10-R-1509 Patent Button Co. of Tennessee, The.
 13-R-3244 Payson Mfg. Co. of Chicago.
 20-R-1305 Peerless Stages, Inc.
 15-R-1321 Pendleton Shipyards Co., Inc.
 4-R-1793 Pennsylvania Power & Light Co.
 16-R-1417 Pennsylvania Shipyards, Inc.
 5-R-2162 Peoples Life Insurance Co.
 8-R-2086 Perfection Nipple Co., The.
 1-R-2766 Perkins, B. F., & Son, Inc
 10-R-1603 Pet Milk Co., The.
 3-R-1081 Peter Cailler Kohler Swiss-Chocolates Co, Inc
 7-R-1986 Peters Dalton, Inc
 21-R-3040 Phelps Dodge Corp.
 13-R-2912 Phillips Petroleum Co.
 16-R-1364 Phillips Petroleum Co.

- 16-R-1385 Phillips Petroleum Co.
16-R-1436 Phillips Petroleum Co.
16-R-1492 Phillips Petroleum Co.
16-R-1532 Phillips Petroleum Co.
4-R-1772 Phoenix Mfg. Co.
3-R-1030 Phoenix Toilet & Paper Mfg. Co., Inc., The.
15-R-1586 Pidgeon-Thomas Iron Co.
8-R-1885 Pilliod Cabinet Co., The.
8-R-1916 Pioneer Steamship Co.
9-R-1760 Pioneer Tool & Engineering Co.
8-R-1939 Pittsburgh Plate Glass Co.
8-R-1950 Pittsburgh Plate Glass Co.
20-R-1604 Pittsburgh Plate Glass Co.
8-R-1925 Pittsburgh Steamship Co.
15-R-1381 Plough, Inc.
2-R-6256 Pohs-Ring-Green, Inc.
13-R-3028 Poor & Co.
1-R-2509 Portland Foundry Co.
2-RE-73 Positive Lockwasher Co., of America.
13-R-2963 Poster Bros.
5-R-2076 Potomac Edison Co., The.
5-R-1970 Potomac Electric Power Co.
10-R-1772 Potter & Rayfield, Inc.
20-R-1446 Pratt Lowe Canning Co.
21-R-2803 Preco, Inc.
1-R-2393 Prescott, George W., Publishing Co., Inc.
6-R-1138 Pressed Steel Car Co., Inc.
10-R-1735 Price Spindle & Flyer Co.
1-R-2433 Procter & Gamble Mfg. Co.
5-R-1922 Procter & Gamble Mfg. Co.
13-R-3080 Progress Case & Bag Co.
1-R-2439 Providence Lithograph Co.
5-R-2182 Proximity Mfg. Co.
5-R-2193 Proximity Mfg. Co.
17-R-1223 Public Service Co. of Colorado.
6-R-1133 Pullman Standard Car Mfg. Co.
13-R-3122 Pullman Standard Car Mfg. Co.
16-R-1247 Pure Oil Co., The.
10-R-1685 Puritan Mills.
1-R-2543 Putnam Co.

7-R-2060 Quality Springs Products, Inc.
20-R-1479 Quincy Lumber Co.

2-R-5479 Radio Corp. of America.
2-R-5495 Radio Corp. of America.
4-R-1845 Radio Corp. of America.
4-R-1869 Radio Corp. of America.
2-R-5673 Radio Receptor Co.
16-R-1633 Radio Station KTHT.
13-R-3301 Rainfair, Inc.
20-R-1510 Raiter Canning Co.
9-R-1898 Raleigh Coco Cola Bottling Works.
13-R-2943 Rand McNally & Co.
3-R-997 Rane Tool Co., Inc.
13-R-2955 Rappeport, R. E., & Sons.
1-R-2729 Raytheon Mfg. Co.
18-R-1435 Red Jacket Mfg. Co.
4-R-1798 Red Lion Tool & Engineering Co.
13-R-3241 Rennberg Jacobson Mfg. Co., Inc.
4-R-1734 Reigel Paper Corp.
10-R-1640 Reilly Tar & Chemical Co.
8-R-1922 Reiss Steamship Co.
13-R-3217 Reliable Electric Co.
21-R-2837 Reliable Nut Co.

15-R-1326	Reliance Mfg. Co.
15-R-1395	Reliance Mfg. Co.
3-R-962	Remington Rand, Inc.
3-R-958	Remington Rand, Inc., Propeller Division.
2-R-5578	Republic Aviation Corp.
10-R-1572	Republic Cotton Mills
2-R-5450	Republic Steel Corp.
2-R-5477	Republic Steel Corp.
13-R-3138	Republic Steel Corp., Union Drawn Steel Division.
13-R-2965	Reuben, Simon B, & Co.
13-R-3414	Revere Copper & Brass, Inc.
2-R-5817	Richards Chemical Works, Inc., The
20-R-1435	Richmond Chase Co.
5-R-1855	Richmond Greyhound Lines, Inc.
10-R-1475	Richmond Hosiery Mills.
17-R-1284	Riggs Optical Co., Inc.
21-R-2958	Riggs Optical Co., Inc.
3-R-1023	River Valley Tissue Mills, Inc.
20-R-1456	Riverbank Canning Co.
13-R-3211	Rockford Machine Tool Co.
13-R-3235	Rockford Metal Produce Co
13-R-3013	Rockford Screw Products Co.
13-R-3137	Rock Island Bridge & Iron Works
4-R-1765	Rohm & Haas Co
11-R-786	Roots-Connersville Blower Corp
11-R-971	Rosestone Corp.
29-R-1298	Round California Chain Corp, Ltd.
13-R-3022	Royal Leather Goods Mfg. Co., Inc.
13-R-3084	Ruberiod Co, The.
1-R-2850	Ryerson & Co., Inc.
2-R-5892	Ryerson, Joseph T., & Son, Inc
20-R-1383	S & M Logging Co.
20-R-1474	Sacramento Frosted Foods Co.
1-R-2453	Sagamore Mfg. Co.
1-R-2460	Sagamore Mfg. Co.
1-R-2467	Sagamore Mfg. Co.
3-R-1045	St. Joseph Lead Co.
14-R-1291	St. Joseph Lead Co.
14-R-1270	St. Louis Cape Bus Line.
14-R-1164	St. Louis County Water Co.
14-R-1282	St. Louis Independent Packing Co.
14-R-1304	St. Louis Independent Packing Co.
15-R-1675	Salant & Salant, Inc.
10-R-1653	Samarkand Rugs, Inc.
13-R-3445	Sampsel Time Control, Inc.
20-R-1423	Santa Cruz Packing Co.
21-R-2064	Santa Fe Springs Waste Water.
20-R-1457	Sardik Food Products Corp.
18-R-1340	Sargent & Co
3-R-961	Savage Arms Corp.
3-R-994	Savage Arms Corp.
11-R-814	Schenley Distilleries, Inc.
2-R-6262	Schieffelin & Co.
7-R-1985	Schmieg Industries.
13-R-3029	Schneider, Jacob, Pattern Works.
5-R-2007	Schotland, A., Inc.
9-R-1891	Schuler Axel Co., Inc.
8-R-2022	Scott & Fetzer Co., The.
2-R-5766	Scott Paper Co.
10-R-1567	Scripto Mfg. Co.
10-R-1610	Scripto Mfg. Co.
13-R-3334	Sealy Mattress Co.
8-R-2025	Sears Roebuck & Co.
8-R-2071	Sears Roebuck & Co

- 10-R-1614 Sears Roebuck & Co.
 16-R-1501 Sears Roebuck & Co.
 18-R-1358 Sears Roebuck & Co.
 19-R-1566 Seattle Gas Co.
 17-R-1168 Selwyn Shoe Mfg. Corp.
 3-R-1031 Senoso Paper Co., Inc.
 16-R-1435 Sequim Milling Co.
 11-R-872 Serval, Inc.
 6-R-1106 Service Stores, Corp.
 20-R-1418 Setzer Box Co.
 20-R-1482 Setzer Box Co.
 7-R-2090 Shakespeare Co. & Shakespeare Products Co.
 16-R-1223 Sheffield Steel of Texas.
 21-R-2955 Shepherd Tractor & Equipment Co.
 8-R-1833 Shenango Furnace Co.
 8-R-1921 Shenango Furnace Co.
 16-R-1371 Shippers Warehouse Co.
 8-R-1979 Shunk, L. E., Latex Products, Inc.
 1-R-2725 Sickles, F. W., Co.
 2-R-5626 Simmons Co.
 13-R-3059 Simpson Electric Co.
 16-R-1321 Sinclair Rubber, Inc.
 2-R-5484 Sinclair & Valentine Co.
 13-R-3031 Singer Bros. Co., Inc.
 18-R-1301 Sioux City Brewing Co.
 5-R-1896 Sire-Schindel Co.
 1-R-2599 Smith, James & Son.
 16-R-1176 Smith, Nowery J., Co.
 13-R-3206 Solar Mfg. Corp.
 7-R-2093 Solvey Process Co.
 20-RE-50 Sonotherm Mfg. Co., Inc.
 6-R-1188 South West Pennsylvania Pipe Lines.
 5-R-1797 Southern Aid Society of Virginia.
 21-R-2719 Southern California Edison Co., Ltd.
 21-R-2811 Southern California Gas Co.
 16-R-1344 Southwest Pump Co.
 18-R-1305 Soybean Processing Co.
 2-R-5979 Spear Box Co., Inc.
 13-R-2957 Specialty Suit Case Co.
 1-R-2563 Spencer Shoe Corp.
 1-R-2397 Springfield Union Publishing Co.
 17-R-1220 Stampfel, A. J.
 20-R-1127 Standard Oil Co. of Calif.
 20-R-1139 Standard Oil Co. of Calif.
 20-R-1255 Standard Oil Co. of Calif.
 20-R-1287 Standard Oil Co. of Calif.
 20-R-1288 Standard Oil Co. of Calif.
 20-R-1289 Standard Oil Co. of Calif.
 20-R-1312 Standard Oil Co. of Calif.
 20-R-1366 Standard Oil Co. of Calif.
 20-R-1367 Standard Oil Co. of Calif.
 20-R-1485 Standard Oil Co. of Calif.
 21-R-2500 Standard Oil Co. of Calif.
 21-R-3059 Standard Oil Co. of Calif.
 21-R-3107 Standard Oil Co. of Calif.
 9-R-2100 Standard Oil Co. of Ohio.
 8-R-1831 Standard Oil Co. of Ohio, Cleveland Division.
 9-R-1944 Standard Register Co., The
 9-R-1954 Standard Register Co., The
 2-R-5796 Standard Steel Sections, Inc.
 20-R-1458 Stanislaus Canning Co.
 16-R-1500 Stanolind Oil & Gas Co.
 11-R-858 Star Publishing Co.
 13-R-2959 Stein Bros. Mfg. Co.
 15-R-1453 Sterling Sugars, Inc.
 1-R-2675 Stevens, M. T., & Sons Co.

- 2-R-5676 Stiefel Construction Corp
- 20-R-1437 Stockton Food Products, Inc.
- 1-RE-25 Stokley Foods, Inc.
- 11-R-851 Stokley Foods, Inc.
- 2-R-5672 Sullivan Drydock & Repair Corp.
- 13-R-3324 Sunstrand Machine Tool Co.
- 18-R-1399 Superior Metal Products Co.
- 13-R-2985 Supreme Leather Goods Co., Edward Cohen, d/b/a.
- 7-R-2009 Sutherland Paper Co.
- 1-R-2556 Swift & Co.
- 4-R-1751 Swift & Co.
- 16-R-1355 Swift & Co.
- 17-R-1169 Swift & Co.
- 17-R-1174 Swift & Co.
- 18-R-1335 Swift & Co.

- 10-R-1512 Tamiami Trail Tours, Inc.
- 4-R-1776 Taylor Fibre Co.
- 2-R-5712 Technical Marine Maintenance Co., Inc.
- 11-R-876 Tell City Chair Co.
- 11-R-885 Tell City Desk Co.
- 11-R-881 Tell City Furniture Co., Inc.
- 11-R-893 Tell William, Wood Crafters, Inc.
- 10-R-1623 Tennessee Coal, Iron & R. R. Co.
- 9-R-1964 Tennessee Gas & Transmission Co.
- 2-R-5521 Texas Co., The.
- 2-R-5601 Texas Co., The.
- 2-R-5668 Texas Co., The.
- 14-R-1250 Texas Co., The.
- 16-R-1238 Texas Co., The.
- 17-R-1119 Texas Co., The.
- 21-R-2923 Texas Co., The.
- 16-R-1660 Texas Pipe Line Co., The.
- 16-R-1627 Texas Star Broadcasting Co.
- 8-R-2169 Textileather Corp.
- 4-R-1692 Textile Machine Works, Inc.
- 5-R-1936 Textiles, Inc. (Seminole Mill).
- 10-R-1529 Thomaston Cotton Mills.
- 5-R-1964 Thomasville Chair Co.
- 5-R-1983 Thomasville Chair Co.
- 5-R-2011 Thomasville Chair Co.
- 5-R-2012 Thomasville Chair Co.
- 5-R-2067 Thomasville Chair Co.
- 5-R-2068 Thomasville Chair Co.
- 5-R-2069 Thomasville Chair Co.
- 5-R-2070 Thomasville Chair Co.
- 5-R-2071 Thomasville Chair Co.
- 8-R-1989 Thompson Products, Inc.
- 21-R-3117 Thompson Products, Inc.
- 20-R-1438 Thornton Canning Co.
- 2-R-5795 Tickle, Arthur, Engineering Works, Inc.
- 2-R-5428 Tidewater Associated Oil Co.
- 5-R-1987 Tobacco By-Products & Chemical Corp.
- 21-R-2963 Todd Shipyards Corp
- 21-R-2965 Todd Shipyards Corp.
- 8-R-1804 Toledo Edison Co., The.
- 5-R-2127 Tomlinson of High Point, Inc.
- 5-R-2008 Tower Hosiery Mills, Inc.
- 4-R-1447 Trans Bridge Lines, Inc.
- 1-R-2550 Travelers Insurance Co.
- 5-R-2015 Triangle Hosiery Co.
- 13-R-3496 Tri-Lake Steamship Co.
- 17-R-1287 Trinidad Brick & Tile Co.
- 8-R-1958 Triton Steamship Co.
- 20-R-1461 Tri-Valley Packing Association.
- 1-R-2506 Tropical Radio Telegraph Co.

- 8-R-1802 Truscon Steel.
 20-R-1460 Turlock Cooperative Growers.
 16-R-1066 Turner Transportation Co.
 5-R-2024 Turner-White Casket Co.
 1-R-2659 Tuttle Silver Co.
 16-R-1645 Tyler Fixture & Mfg. Corp.

 16-R-1350 Uhlmann Elevators of Texas.
 1-R-2858 Underwood Corp., The.
 10-R-1255 Union Bag & Paper Co.
 14-R-1186 Union Electric Co. of Missouri.
 14-R-1238 Union Electric Co. of Missouri.
 3-R-978 Union Fork & Hoe Co., The.
 11-R-943 Union Furniture Co.
 6-R-1340 Union Iron Works.
 21-R-1479 Union Oil Co. of California.
 17-R-1282 Union Stock Yards Co. of Omaha (Ltd)
 6-R-1091 Union Switch & Signal Co.
 13-R-3118 Union Tank Car Co.
 9-R-1761 Union Underwear Co., Inc.
 16-R-1325 Unit Rig & Equipment Co.
 7-R-2014 United Brass & Aluminum Mfg. Co.
 6-R-1322 United Engineering & Foundry Co.
 6-R-1182 United Refrigerator Mfg Co.
 21-R-3065 U. S. Electrical Motors, Inc
 3-R-1104 United States Gypsum Co.
 13-R-3319 United States Gypsum Co.
 19-R-1639 United States Gypsum Co.
 2-R-6334 U. S. Hoffman Machinery Corp.
 4-R-1868 United States Metals Refining Co
 10-R-1593 U. S. Pipe & Foundry Co.
 16-R-1345 U. S. Potash Co.
 7-R-2075 U. S. Rubber Co.
 8-R-1926 United States Stoneware Co, The.
 20-R-1580 U. S. Vanadium Corp.
 7-R-2053 United Steel & Wire Co.
 8-R-1959 United Steamship Co.
 13-R-2962 Universal Trunk Co.
 21-R-2944 Uplands Citrus Association.

 1-R-2852 Vanta Co., The.
 21-R-2933 Vard, Inc.
 1-R-2441 Vermont Marble Co.
 13-R-3264 Victor Adding Machine Co.
 3-R-998 Victoria Mills, Inc.
 17-R-1337 Victoria Murdock Estate, The.
 5-RE-10 Virginia Electric & Power Co.
 5-R-2000 Virginia Electric & Power Co.
 5-R-2104 Virginia Ferry Corp.
 5-R-1893 Virginia-Lincoln Corp.
 13-R-2986 Vogue Leather Co.
 11-R-892 Vogue Pottery Co.
 3-R-1000 Volney Felt Mills, Inc.
 6-R-1153 Vulcan Mold & Iron Co.

 1-R-2604 Wachusett Electric Co.
 1-R-2642 Wachusett Electric Co., & Leominster Gas Co.
 5-R-2099 Wadesboro Full-Fashioned Hosiery Mills, Inc.
 14-R-1305 Wagner Electric Corp.
 16-R-1551 Waples Platter Co.
 13-R-3351 Ward Electric Co.
 2-R-5786 Warner, William R., & Co, Inc.
 17-R-1182 Warren, Richard.
 15-R-1322 Warrior & Gulf Navigation Co.
 13-R-3367 Washburn Co, The Andrews Wire Works Division.
 1-R-2684 Waterville Iron Works.

- 1-R-2685 Waterville Iron Works.
 8-R-2129 Weaver-Wall Co., The.
 21-R-2575 Weber Showcase & Fixture Co.
 2-R-5751 Weil Bros., Textile Inc.
 5-R-2154 Welch Furniture Co.
 7-R-2156 Welker Letter Co., Henry A. Welker, d/b/a
 13-R-2991 Wellington Trunk & Case Co.
 15-R-1597 Werthan Bag Corp.
 20-R-1352 Westvaco Chlorine Products Corp
 20-R-1368 Westvaco Chlorine Products Corp.
 19-R-1656 West Coast Telephone Co.
 19-R-1675 West Coast Telephone Co.
 6-R-1303 Weston Glass Co.
 2-R-5818 West Side Iron Works.
 8-R-2055 West Steel Castings Co.
 9-R-1904 West Virginia Armature Co.
 9-R-1758 West Virginia Coal & Coke Corp., Junior Mercantile Stores Division.
 5-R-1921 Western Electric Co., Inc.
 5-R-1412 Western Electric Co., Inc.
 5-R-2204 Western Electric Co., Inc.
 14-R-1284 Western & Southern Life Insurance Co.
 6-R-1103 Westinghouse Air Brake Co.
 1-R-2488 Westinghouse Electric & Mfg. Co.
 19-R-1489 Weyerhaeuser Timber Co.
 4-R-1768 White Bros. Smelting Corp.
 8-R-1903 White Motor Co., The.
 16-R-1087 Whitehurst Construction Co.
 1-R-2805 Whitney Blake Co., The.
 10-R-1681 Whittier Mills Co.
 16-R-1368 Wichita Packing Co.
 5-R-2096 Williams Brownell Planing Mill.
 4-R-1827 Williamsport Furniture Co.
 8-R-2117 Willys-Overland Motors, Inc.
 21-R-3021 Wilmington Welding & Boiler Works, Ltd.
 19-R-1570 Wilson, A K., Timber Products Co
 3-R-1107 Wilson Athletic Goods Mfg. Co.
 4-R-1973 Wilson & Co.
 4-R-1988 Wilson & Co., Inc.
 10-R-1637 Wilson & Co., Inc.
 13-R-2927 Wilson & Co., Inc.
 13-R-3077 Wilson & Co., Inc.
 13-R-3350 Wilson & Co., Inc.
 13-R-3399 Wilson & Co., Inc.
 13-R-3567 Wilson & Co., Inc.
 16-R-1406 Wilson & Co., Inc.
 16-R-1411 Wilson & Co., Inc.
 17-R-1210 Wilson & Co., Inc.
 20-R-1439 Wilson, Frank M. Co., Inc.
 18-RE-16 Wilson-Hurd Mfg. Co.
 8-R-1912 Wilson Transit Co.
 13-R-2956 Wilt Trunk Co.
 21-R-2842 Wire & Metal Mfg. Co.
 13-R-3249 Wisconsin Power & Light Co.
 13-RE-34 Wisconsin Public Service Corp.
 12-R-3123 Wisconsin Telephone Co.
 1-R-2438 Worcester Gas Light Co.
 1-R-2709 Worthington Pulp & Machinery Corp.
 7-R-2003 Wyandotte Transportation Co.
 8-R-1942 Wyandotte Transportation Co.

 3-R-1072 Yawman & Erbe Mfg. Co.
 21-R-2816 Young, L A., Spring & Wire Corp.
 1-RE-31 Young, Richard, Co.

 16-R-1419 Zanes Freight Agency.

B. Cases Decided on the Basis of Stipulated Election

- 5-R-1810 Abell, A. S., Co.
 5-R-2209 Acme Fertilizer Co.
 13-R-3436 Acme Industrial Co.
 8-R-1985 Aerovent Fan Co.
 21-R-2578 Airsearch Mfg. Co. of Arizona, Inc.
 14-R-1297 Alton Box Board Co.
 14-R-1260 Alton Box Board Co.
 5-R-1967 American Bakeries Co.
 10-R-1815 American Bakeries Co.
 10-R-1879 American Bakeries Co.
 10-R-1578 American Bakeries Co., New South Plant.
 14-R-1321 American Brake Shoe Co.
 14-R-1335 American Brake Shoe Co.
 4-R-2000 American Chain & Cable Co.
 4-R-2014 American Engineering Co.
 4-R-2112 American Insulation Machine Co.
 9-R-1926 American Laundry Machinery Co.
 5-R-2126 American Locomotive Co.
 9-R-2068 American Rolling Mills Co.
 5-R-2091 American Silk Mills, Inc.
 2-R-6546 American Steel Chase Co., Inc.
 10-R-1691 Anderson, J. L., Veneer Co.
 1-R-2722 Ark Less Switch Co.
 10-R-1743 Armco Drainage & Metal Products, Inc.
 9-R-2000 Armour & Co.
 9-R-2157 Armour & Co.
 10-R-1561 Armour & Co.
 10-R-1821 Armour & Co.
 13-R-3329 Armour & Co.
 15-R-1442 Armour & Co.
 18-R-1429 Armour & Co.
 18-R-1456 Armour & Co.
 10-R-1709 Atlanta Milling Co.
 5-R-2381 Atlantic Co.
 5-R-2390 Atlantic Co.
 5-R-2223 Atlantic Terminals, Inc.
 2-R-5932 Ayerst McKenna & Harrison; Ltd.

 5-R-2077 Baker Equipment Engineering Co., Joseph B. Baker, d/b/a.
 11-R-904 Ball Bros. Co.
 11-R-937 Ball Bros. Co.
 14-R-1403 Ball Bros. Co.
 18-R-1514 Barrett Logging Co.
 3-R-1033 Bausch & Lomb Optical Co.
 16-R-1504 Bemis Bros. Bag Co.
 21-R-3205 Bennett, Constance Productions, Inc., et al.
 1-R-2502 Bethlehem Steel Co.
 5-R-2172 Biggs Antique Co., Inc.
 1-R-2746 Billings & Spencer Co.
 3-R-1135 Birge Co., Inc., The.
 10-R-1908 Blanton Plov Co.
 1-R-2902 Bliss & Laughlin, Inc.
 9-R-2125 Bossert Machine Co.
 7-R-2242 Bradley Steamship Co.
 4-R-2121 Briscoe Mfg. Co.

 13-R-3296 Cada Products.
 6-R-1368 Cameron Mfg. Corp.
 13-R-3360 Carbide & Carbon Chemical Corp.
 6-R-1376 Carnegie Illinois Steel Corp.
 13-R-3230 Carnegie Illinois Steel Corp. (Gary Steel Works).
 5-R-1997 Carrollton Springs Pure Rye Distillery, Inc.
 13-R-3476 Case, J. I., Co.
 18-R-1472 Case, J. I., Co.

- 23-R-1611 Castner Garge, Ltd.
 15-R-1413 Cathey Lumber Co.
 2-R-5983 Catskill Metal Works
 2-R-6622 Catty, H. D., Corp., of New York.
 11-R-1002 Cavalier Garment Co.
 5-R-2273 Chesapeake Corp. of Virginia, The.
 9-R-1752 Cherry River Boom & Lumber Co.'s Railroad.
 9-R-1771 Cherry River Boom & Lumber Co.
 6-R-1325 Chicago Pneumatic Tool Co.
 9-R-2133 Cincinnati Fly Screen Co.
 23-R-132 City Mill Co., Inc.
 5-R-1940 Clinchfield Coal Corp.
 13-R-3457 Close & Co.
 20-R-1603 Coast Drapery Mfg. Co.
 23-R-112 Coca-Cola Bottling Co. of Honolulu, Ltd
 21-R-2967 Cole of California (Ventura Plant).
 1-R-2990 Colonial Beacon Oil Co.
 1-R-3083 Colonial Optical Co., Inc.
 13-R-3265 Columbia Envelope Co.
 20-R-1628 Columbia Iron Mining Co.
 5-R-2368 Columbia Panel Manufacturing Co.
 9-R-1997 Columbus & Southern Ohio Electric Co.
 13-R-3181 Commonwealth Edison Co.
 21-R-2853 Consolidated Vultee Aircraft Corp
 16-R-1556 Continental Trailways Bus System.
 21-R-2841 Cook Heat Treating Corp.
 9-R-2076 Crane & Reed Casket Co., The.
 9-R-2077 Crane & Reed Casket Co., The.
 9-R-1943 Crescent Tool Co.
 1-R-3050 Crosby Steam Gauge & Valve Co.
 5-R-2198 Crosse & Blackwell Co., The.
 13-R-3105 Crown Can Co.
 1-R-2874 Cudahy Packing Co.
 1-R-2878 Cudahy Packing Co.
 2-R-5974 Cudahy Packing Co.
 2-R-6035 Cudahy Packing Co.
 10-R-1631 Cudahy Packing Co.
 13-R-3475 Cudahy Packing Co.
 15-R-1549 Cudahy Packing Co.
 18-R-1333 Cudahy Packing Co.
 18-R-1344 Cudahy Packing Co.
 18-R-1438 Cudahy Packing Co.
 3-R-1056 Curtice Bros. Co.
 3-R-1133 Curtice Bros. Co.
 4-R-1723 Curtice Publishing Co.
 2-R-6071 Custom Made Paper Bag, Inc.

 16-R-1687 Dallas Power & Light Co.
 16-R-1755 Dallas Power & Light Co.
 7-R-2214 Darling, L. A., Co.
 5-R-1992 Daughtrey-Davis Co., Inc.
 5-R-1957 Dodge, Horace E., Boat & Plane Corp.
 6-R-1232 Domestic Coke Corp.
 5-R-1758 du Pont, E. I., de Nemours & Co.
 5-R-1977 du Pont, E. I., de Nemours & Co.
 5-R-1980 du Pont, E. I., de Nemours & Co.
 5-R-2031 du Pont, E. I., de Nemours & Co.
 5-R-2032 du Pont, E. I., de Nemours & Co.
 5-R-2042 du Pont, E. I., de Nemours & Co.
 5-R-2120 du Pont, E. I., de Nemours & Co.
 10-R-1510 du Pont, E. I., de Nemours & Co.
 10-R-1595 du Pont, E. I., de Nemours & Co.
 13-R-3620 Duro Metal Products Co.

 4-R-2082 Earle Gear & Machine Co., The.
 8-R-2179 Efficient Tool & Die Co., The.
 1-R-2477 Electric Boat Co.

- 9-R-2061 Electric Service Co., The.
 5-R-2063 Emporia Mfg. Co., Inc.
 2-R-6003 Eureka Iron Works, Inc.
- 10-R-1833 Fairbanks Co.
 5-R-2260 Fairchild Engine & Airplane Corp.
 5-R-2261 Fairchild Engine & Airplane Corp.
 5-R-2262 Fairchild Engine & Airplane Corp.
 15-R-1539 Fair, D. L., Co.
 9-R-1886 Fairmont Creamery Co., The.
 1-R-2804 Fales, L. F., Machine Co.
 4-R-2023 Firestone Tire & Rubber Co.
 15-R-1631 Firestone Tire & Rubber Co.
 9-R-1970 Fletcher Enamel Co., The.
 3-R-1124 Foote Co., Inc., The
 5-R-2116 Foote, D. E., & Co.
- 5-R-1938 Gamse Lithographing Co., Inc.
 9-R-1831 Gardner-Richardson Co.
 16-R-1521 Gaylord Container Corp.
 18-R-1440 General American Transportation Corp.
 2-R-6061 General Baking Co.
 3-R-1260 General Cable Corp.
 20-R-1406 General Chemical Co.
 21-R-3395 General Controls.
 7-R-2126 General Motors Corp., AC Spark Plug Division.
 7-R-2109 General Motors Corp. (Chevrolet Motor Division.)
 5-R-2030 General Motors Corp. (Chevrolet Motor Division.)
 9-R-1789 General Motors Corp., Frigidaire Division.
 5-R-2054 General Chemical Co. (Gossa Mines).
 1-R-2475 General Motors Corp., New Departure Division, Meriden Plant.
 17-R-1280 General Motors Corp., United Service Division, Kansas Branch.
 1-R-2677 General Motors Corp.
 3-R-1034 General Motors Corp.
 3-R-1117 General Motors Corp.
 4-R-2030 General Motors Corp.
 6-R-1278 General Motors Corp.
 1-R-2554 General Motors Corp.
 7-R-2047 General Motors Corp.
 7-R-2167 General Motors Corp.
 7-R-2213 General Motors Corp.
 9-R-1841 General Motors Corp.
 9-R-1987 General Motors Corp.
 10-R-1639 General Motors Corp.
 17-R-1300 General Motors Corp.
 20-R-1529 General Motors Corp.
 5-R-2206 Gerotor May Corp.
 5-R-1935 Gibbs & Co., Inc
 10-R-1769 Goodyear Clearwater Mills.
 9-R-1975 Gravely Motor Plow & Cultivator Co.
 13-R-3412 Greene Mfg. Co.
 2-R-6275 Gries Reproducer Corp.
 16-R-1349 Gulf Oil Corp.
 16-R-1396 Gulf Oil Corp.
 16-R-1589 Gulf Oil Corp.
 1-R-3060 Gum Products, Inc.
 3-R-1153 Gunlocke, W. H., Chair Co.
- 21-R-2911 Hancock-General Oil Co.
 1-R-2840 Hankridge Co., Inc.
 5-R-2107 Hart Cotton Mill.
 23-R-158 Hawaii Plumbing & Sheetmetal Works.
 23-R-130 Hawaiian Cement Co., Ltd.
 23-R-126 Hawaiian Gas Products, Ltd.
 23-R-131 Hawaiian Gas Products, Ltd.
 3-R-1224 Hickof Mfg. Co.

- 23-R-111 Honolulu Iron Works Co.
 23-R-169 Honolulu Iron Works Co.
 23-R-113 Honolulu Iron Works Co., Hilo Iron Works, d/b/a.
 23-R-156 Honolulu Iron Works Co., Ltd.
 5-R-2232 Hooper, William E., & Sons Co.
 8-R-1997 Howard Paper Co., The
 9-R-2124 Huffman Mfg. Co., The
 2-R-5582 Hughes Autograf Brush Co., Inc.
 9-R-1833 Huntington Chair Corp.
- 11-R-1067 Ideal Pure Milk Co.
 21-RE-25 Independent Motion Picture Producers Association.
 13-R-3402 Infants Socks, Inc.
 13-R-3669 Inland Bed Co.
 9-R-1919 International Clay Machinery Co., International Engineering, Inc.
 11-R-887 International Harvester Co.
 5-R-2141 International Mineral & Chemical Corp.
 2-R-6487 International Vitamin Corp.
 5-R-2333 Interwoven Stocking Co., Inc., The.
- 11-R-964 Jasper Desk Co.
 5-R-1963 Johns Manville Products Corp. of Virginia.
 5-R-2210 Johnson Cotton Co.
 5-R-2190 Johnson, J. R., & Co., Inc.
 8-R-2110 Johnson Mfg. Co.
 9-R-1933 Jones, R. A., & Co.
 10-R-1522 Julliard, A. D., & Co., Inc. (Floyd Mills Division).
 10-R-1543 Julliard, A. D., & Co., Inc. (Dallas Mills Division).
- 5-R-2324 Kahn Co., The.
 3-R-1211 Kaustine Co., Inc.
 19-R-1640 KEX Westinghouse Radio Stations, Inc.
 19-R-1691 KEX Westinghouse Radio Stations, Inc.
 9-R-1947 Kieckhefer Container Co.
 21-R-3003 Killefer Mfg. Corp.
 10-R-1827 Knight Iron & Metal Co.
 5-R-2345 Koppers Co., Inc.
 4-R-1879 Kreider, A. S., & Son Co.
 13-R-3259 Kroehler Mfg. Co.
 7-R-2174 Kroger Grocery & Baking Co., The.
- 13-R-3413 Lady Esther, Ltd.
 10-R-1613 Lafayette Cotton Mills.
 5-R-2118 Langrall, J., & Bros., Inc.
 3-R-1087 Lawless Bros. Paper Mills, Inc.
 13-R-3316 Lawrence Bros., Inc.
 18-R-1528 Le Jay Motors Corp.
 19-R-1622 Lehigh Portland Cement Co.
 9-R-1881 Lennox Furnace Co., The.
 13-R-3160 Lever Bros. Co.
 13-R-3574 L'Hommedieu, Charles F. L., & Sons, Inc.
 13-R-3416 Liberty Foundries Co.
 4-R-1906 Leiberknecht, Karl, Inc.
 9-R-2120 Linde Air Products Co., The.
 10-R-1841 Linde Air Products Co., The.
 18-R-1431 Linde Air Products Co., The.
 21-R-3405 Linde Air Products Co., The
 1-R-2542 Lloyd Mfg. Co. (Apponaug Plant).
 21-R-3089 Los Angeles Drug Co.
- 10-R-1492 McAllister Hosiery Mills.
 13-R-3404 McGraw Electric Co.
 2-R-5931 McKenna, Ayerst & Harrison, Ltd.
 2-R-6363 Mack-International Motor Truck Co.
 4-R-1851 Mack Mfg. Corp.
 16-R-1762 Magnolia Petroleum Co.

- 2-R-5623 Majestic Records, Inc.
 5-R-2184 Manchester Board & Paper Co., Inc.
 5-R-2208 Marshall Field Co.
 5-R-2355 Martinsburgh Paper Box Co.
 23-R-97 Matson Navigation Co., Hawaiian Hotels Division.
 15-R-1513 Memphis Sash & Door Co.
 10-R-1733 Metsap Chemical Co.
 18-R-1504 Minneapolis Plastic Moulders.
 14-R-1399 Mississippi Valley Barge Line Co
 1-R-2606 Monsanto Chemical Co. (Plastics Division).
 11-R-875 Mooney, W. W., & Sons Corp.
- 6-R-1155 National Carbon Co., Inc.
 8-R-2020 National Carbon Co., Inc.
 13-R-3306 National Die Casting Co.
 8-R-1891 National Lime & Stone Co.
 10-R-1726 National Oil Products Co.
 17-R-1202 New Jersey Zinc Co., The Empire Zinc Division.
 13-R-3043 New Jersey Zinc Co., The Mineral Point Division.
 18-R-1411 Nichols Wire & Steel Co.
 11-R-794 Noblitt Sparks Industries, Inc.
 21-R-3002 Northrop Aircraft, Inc.
- 9-R-1911 Ohio Knife Co.
 9-R-1812 Ohio Valley Bus Co.
 13-R-3240 Oilgear Co., The.
 6-R-1246 Oil Well Supply Co.
 17-R-1412 Oil Well Supply Co.
 10-R-1901 O'Neal Mfg. Co.
 9-R-1742 Owens-Illinois Glass Co.
 9-R-1799 Owens-Illinois Glass Co.
- 20-R-1597 Pacific Electric Mfg., Corp.
 18-R-1517 Pako Corp.
 10-R-1528 Palmetto Cotton Mills, Inc.
 13-R-3164 Paper Container Mfg., Co.
 4-R-1969 Parish Pressed Steel Co.
 19-R-1707 Paulus Bros. Packing Co.
 21-R-3053 Payne Furnace Co.
 6-R-1154 Pennsylvania Electric Co.
 6-R-1165 Pennsylvania Electric Co., The.
 6-R-1393 Penn Union Electric Corp
 5-R-2014 Peoples Life Insurance Co.
 2-R-6497 Pfizer, Charles Co., Inc.
 5-R-2218 Phillips Packing Co., Inc.
 8-R-2075 Pitcairn Co., Pittsburgh Valve & Fittings Division.
 13-R-3624 Plastic Molders, Inc.
 6-R-1244 Pocahontas Tanning Co.
 5-R-2181 Pohligh Bros.
 21-R-2966 Pomona Aircraft Co.
 16-R-1730 Prest-O-Lite Co.
 16-R-1519 Presto-O-Lite Co., Inc., The.
 10-R-1741 Puritan Mills.
 7-R-2088 Pure Oil Co.
 7-R-2149 Pure Oil Co.
 16-R-1606 Pure Oil Co., The.
 9-R-1900 Pyro Products Co.
- 2-R-6445 Radio Development-Research Corp.
 6-R-1296 Railway & Industrial Engineering Co.
 23-R-116 Ramsay, W. A., Ltd.
 9-R-2148 Ranco, Inc.
 8-R-2162 Reichert Float & Mfg. Co.
 4-R-2060 Reilly Whiteman Walton Co.
 6-R-1404 Reliance Mfg. Co.
 11-R-969 Reliance Mfg. Co.

20-R-1399	Reliance Mfg. Co.
2-R-5982	Remington Arms Co., Inc.
2-R-6210	Remington Arms Co., Inc.
21-R-3283	Republic Steel Co.
7-R-2211	Republic Steel Corp.
21-R-3231	Republic Supply Co. of California, The.
13-R-3469	Richardson Co., The.
5-R-2212	Richardson, R. E., & Sons, Inc.
9-R-2075	Richardson Taylor Globe Corp., The.
6-R-1433	Richmond Radiator Co.
13-R-3267	Rite-Way Products Co.
10-R-1783	Rittenbaum Bros.
21-R-3206	RKO Pictures, Inc.
2-R-6448	RKO Service Corp.
5-R-2110	Roberts, W. H., & Co., Roberts, Herbert C., t/a.
11-R-944	Ross-Adeal, Inc.
18-R-1468	Royer Manufacturing Co.
5-R-2112	Royster, S. F., Guano Co.
5-R-2220	Ruffin & Payne, Inc.
14-R-1406	Ryerson, Joseph T. & Son, Inc.
1-RE-35	Saco-Moc Shoe Corp.
1-R-2646	Saco-Moc Shoe Corp
1-R-2712	Saco-Moc Shoe Corp.
20-R-1524	Sacramento Publishing Co., Ltd.
14-R-1361	St. Louis Metal Crafts, Inc.
14-R-1220	St. Louis Steel Castings Co.
14-R-932	St. Louis Steel Casting Co.
13-R-3474	San Equip., Inc.
20-R-1747	San Mateo Times.
10-R-1758	Saratoga Victory Mills, Inc.
10-R-1796	Saratoga Victory Mills, Inc.
23-R-163	Schofield Motors & Trading Co., Ltd.
20-R-1649	Sears, Roebuck & Co.
9-R-1734	Selby Shoe Co., The.
9-R-2060	Selby Shoe Co., The.
23-R-164	Service Motor Co., Ltd.
11-R-987	Seymour Mfg. Co., Inc.
2-R-6524	Sharp George G.
2-R-6185	Sharpe & Dohme.
2-R-6217	Sharpe & Dohme, Inc.
8-R-1978	Shelby Steel Spring Hinge Co.
20-R-1533	Shreve & Co.
18-R-1446	SKG Corp.
4-R-1893	SKF Industries, Inc.
5-R-2065	Smoky Mountain Stages, Inc.
5-R-2389	Snow Lumber Co.
11-R-914	Sonto Petroleum Co.
10-R-1630	Southern Agricultural Chemical Corp.
18-R-1505	Soybean Processing Co.
5-R-2369	Standard Chair Co.
5-R-2046	Standard Lime & Stone Co.
7-R-2169	Standard Lime & Stone Co, The.
8-R-1853	Standard Oil Co. of Ohio.
8-R-2189	Standard Oil Co.
20-R-1404	Standard Oil Co. of California.
20-R-1555	Standard Oil Co. of California.
20-R-1574	Standard Oil Co. of California.
20-R-1740	Standard Oil Co. of California.
8-R-1905	Standard Oil Co. of Ohio, Toledo Sales Division
8-R-2067	Standard Oil Co. of Ohio (Solar Refining Division).
2-R-6120	Standard Oil Development Co.
2-R-6121	Standard Oil Delvelopment Co.
5-R-2228	Standard Overall Co.
8-R-2010	Standard Tool Co., The.
18-R-1479	Standard Units Parts Co.

- 16-R-1558 Standish Pipeline Co.
 11-R-918 Stant Mfg. Co.
 11-R-951 Stedman's Foundry & Machine Works, Inc.
 2-R-5622 Sterling Drug, Inc. (Bayer Co., Division, The Wintrop Chemical Co.)
 11-R-921 Stewart-Warner Corp.
 1-R-2865 Sturtevant B. F., Co.
 1-R-2785 Sturtevant Mill Co.
 18-R-1529 Super-Six Mfg. Co.
- 10-R-1581 Tennessee Stove Works.
 16-R-1784 Texas Paper Box Mfg. Co.
 3-R-1082 Thatcher Mfg. Co.
 3-R-1092 Thatcher Manufacturing Co.
 3-R-1095 Thatcher Manufacturing Co.
 11-R-954 Thomas & Skinner Steel Products Co.
 5-R-2043 Thomasville Furniture Co.
 5-R-2386 Thomasville Furniture Co.
 20-R-1699 Tidewater Associated Oil Co.
 21-R-1753 Tidewater Associated Oil Co.
 21-R-2515 Tidewater Associated Oil Co.
 21-R-2974 Tidewater Associated Oil Co.
 23-R-100 Tidewater Associated Oil Co.
 23-R-118 Tidewater Associated Oil Co.
 21-R-3087 Tidewater Associated Oil Co. (Associated Division).
 21-R-2926 Tidewater Associated Oil Co. of California.
 2-R-6306 Timely Prints.
 21-R-3044 Timm Aircrafts Corp.
 2-R-6502 Transformer Products, Inc.
 13-R-3585 Transo Envelope Co.
 13-R-3493 Triangle Industrial Corp.
 16-R-1690 Tulsa Broadcasting Co., Inc.
 21-R-3337 Twentieth Century Fox Film Corp.
- 16-R-1566 Union Bus Station.
 20-R-1647 Union Fish Co.
 21-R-3086 Union Oil Co.
 9-R-2112 Union Service Corp.
 9-R-1935 Union Supply Co.
 19-R-1699 United Growers, Inc.
 9-R-1853 United States Coal & Coke Co.
 21-R-2932 U. S. Electrical Motors Inc.
 21-R-3302 U. S. Gypsum Co.
 15-R-1485 Utica Stave Mill.
- 23-R-129 Van's Furniture Mart.
 6-R-1339 Vesuvius Crucible Co.
 18-R-1465 Victor Animatograph Corp.
 13-R-3450 Vihon, E. S.
 13-R-3365 Vilter Mfg. Co.
 5-R-2333 Virginia Ice & Freezer Corp.
 5-R-2258 Virginia Hosiery Mills, Inc.
 23-R-138 Von Hamm Young Co.
 23-R-140 Von Hamm Young Co.
 23-R-117 Von Hamm Young Co., Ltd.
 23-R-123 Von Hamm Young Co., Ltd.
 23-R-139 Von Hamm Young Co., Ltd.
 23-R-141 Von Hamm Young Co., Ltd.
- 5-R-2377 Warner Fruehauf Trailer Co., Inc
 2-R-5815 Watson Elevator Co., Inc.
 5-R-1968 Waverly Press, Inc.
 5-R-1969 Waverly Press, Inc.
 13-R-3551 Welch, William H. Co., Inc.
 2-R-5835 Welding Service Co.
 10-R-1754 Werthan Bag Corp.
 5-R-1985 Wertheimer Bag Co.

5-R-1998 Western Electric Co., Inc.
 18-R-1312 Western Electric Co., Inc.
 4-R-2083 Westinghouse Electric Corp.
 8-R-1900 Westinghouse Electric Corp.
 19-R-1745 Westinghouse Electric Corp.
 21-R-3207 Westinghouse Electric Corp.
 11-R-860 Westinghouse Electric Corp., Ken-Rad Lamp Division.
 19-R-1700 Westinghouse Radio Stations.
 6-R-1346 Westinghouse Radio Station, Inc.
 1-R-2916 Westinghouse Radio Stations, Inc. (WBZ) and (WBZA).
 13-R-3463 Whitcomb Locomotive Co., The.
 1-R-2596 Whittet-Higgins Co.
 9-R-2107 Williamson Heater Co., The.
 5-R-2045 Wilson Cotton Mills Co.
 13-R-3178 Wilson Industries, Inc.
 7-R-2186 Wohlert Corp.
 5-R-2044 WPTF Radio Co.
 16-R-1469 WRIT Franklin Petroleum Corp.
 13-R-3266 Wyman-Gordan Co.

2-R-6492 Yale & Towne Mfg. Co., The.
 2-R-6514 Yankee Metal Products Corp.
 18-R-1458 Youngstown Mines Corp.

13-R-3490 Zenith Radio Corp.

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

20-R-1394 Airline Bus Co.
 3-R-1168 American Locomotive Co.
 10-R-1499 Armour & Co.
 17-R-1392 Armour & Co.
 19-R-1592 Armour & Co.

4-R-1756 Bancroft, J., & Sons.
 13-R-2946 Bell & Howell Co., The.
 3-R-1017 Bethlehem Steel Co.
 11-R-781 Briggs Indiana Corp.

20-R-1357 California Door Co.
 20-R-1512 California Frozen Foods.
 20-R-1511 California Sunset Products Co.
 2-R-6212 Cameron Machine Co.
 20-R-1655 Central California Packing Co.
 3-R-1019 Central New York Power Corp.
 20-R-1431 Churchill, H. F., Co.
 8-R-1868 Clarksburg Paper Co.
 17-R-1180 Colorado Fuel & Iron Corp., The.
 2-R-6014 Columbia Broadcasting System, Inc.
 19-R-1563 Columbia River Packers Assn.
 8-R-1951 Consolidated Steamship Co.
 5-R-1909 Continental Can Co.
 8-R-1952 Continental Steamship Co.
 6-R-1151 Cooper-Bessemer Corp., The (Grove City Plant).
 10-R-1666 Cozier Wood Package Co.
 5-R-2183 Craddock Terry Shoe Corp.
 11-R-837 Crosley Corp., The
 14-R-1283 Curran, Con. P., Printing Co.

16-R-1225 Dedman Foundry & Machine Co.
 10-R-1655 Douglas Mill, Inc.
 8-R-1953 Duluth Steamship Co.

20-R-1520 Fair View Packing Co.
 2-R-4969 Federal Shipbuilding Dry Dock Co.

- 2-R-5509 Federal Shipbuilding & Dry Dock Co.
 18-R-1450 Firestone Tire & Rubber Co.
 10-R-1439 Florida Power & Light Co.
 20-R-1455 Flotill Products, Inc.
 18-R-1453 Fort Dodge Telephone Co.
 16-R-1342 Freeport Sulphur Co.
- 3-R-1053 Gair, Robert Co.
 4-R-1742 General Cigar Co., Inc.
 13-R-3377 General Electric X-Ray Corp.
 16-R-1361 General Tire & Rubber Co.
 16-R-1402 Goodyear Synthetic Rubber Corp.
 10-R-1771 Greenville Milling Co.
 7-R-2135 Greyhound Terminal Detroit, Inc.
- 4-R-1647 Hancock, John, Mutual Life Insurance Co.
 4-R-1794 Hancock, John, Mutual Life Insurance Co.
 15-R-1566 Hattiesburg Compress Co.
 3-R-1200 Henry & Allen, Inc.
 20-R-1522 Hershel California Fruit Products, Inc.
 20-R-1523 Hollister Canning Co., Inc.
 13-R-3341 Hummer Manufacturing Co.
- 20-R-1465 Kadota Fig Association.
 7-R-2098 Kalamazoo Stove & Furnace Co.
 16-R-1327 Kennecott Copper Corp.
 18-R-1420 Kiewit, Peter, Sons Co.
- 20-R-1506 L. & L. Packing Co., Inc.
 7-R-2066 Lansing Drop Forge Co.
 17-R-1245 Lincoln Steel Works.
- 2-R-5661 Marcal Pulp & Paper, Inc.
 20-R-1442 Matmor Canning Co.
 15-R-1354 Memphis Hardware Flooring Co.
 20-R-1388 Milk Producers Association of Central California.
 14-R-1346 Monsanto Chemical Co.
 14-R-1369 Monsanto Chemical Co.
 14-R-1370 Monsanto Chemical Co.
 14-R-1371 Monsanto Chemical Co.
- 1-R-2499 Narragansett Electric Co., The.
 10-R-1751 Nu-Maid Hosiery Mills, Inc.
- 21-R-2993 Ocean Terminals Co., Berth 230.
 10-R-1755 Orange Cotton Mills.
- 21-R-2693 Pacific Naval Air Base.
 21-R-2947 Pacific Press, Inc.
 16-R-1151 Pan American Refinery.
 19-R-1562 Paragon Packing Co.
 19-R-1500 Paulus Bros. Packing Co.
 20-R-1503 Pearce Canning Co.
 20-R-1505 Plagg, Fred A., Co.
 20-R-1532 Planada Packers
 19-R-1553 Pointer-Willamette Co.
- 11-R-738 Roots-Connersville Blower Corp.
- 1-R-2555 S. & R. Baking Co., Inc.
 14-R-1195 St. Louis Public Service Co., & Transit Casualty Co.
 21-R-3228 Saks Fifth Avenue.
 20-R-1509 San Jose Canning Co.
 2-R-5446 Schieffelin & Co
 20-R-1525 Shell Oil Co., Inc.

- 2-R-1956 Sierra Steamship Co.
- 16-R-1242 Sinclair Refining Co.
- 16-R-1243 Sinclair Refining Co.
- 16-R-1244 Sinclair Refining Co.
- 16-R-1245 Sinclair Refining Co.
- 16-R-1579 Southland Cotton Oil Mill.
- 5-R-2207 Sprunt, Alexander, & Son, Inc.
- 2-R-6085 Squibb, E. R., & Sons.
- 11-R-829 Standard Oil Co.
- 9-R-1694 Standard Oil Co. of Ohio.
- 7-R-2018 Star Brass Works.
- 14-R-1237 Sterling Steel Casting Co.
- 2-R-5435 Sullivan Dry Dock & Repair Corp
- 2-R-1957 Sumatra Steamship Co.
- 20-R-1508 Sun Garden Packing Co.
- 13-RE-38 Superior Engraving Co.
- 13-R-3248 Superior Engraving Co.
- 8-R-1909 Swift & Co.
- 13-R-3149 Swift & Co.
- 16-R-1424 Swift & Co.
- 17-R-1176 Swift & Co.
- 18-R-1256 Swift & Co.
- 18-R-1351 Swift & Co.

- 10-R-1583 Taylor-Colquitt Co.
- 15-R-1612 Texas Co., The
- 2-R-5352 Todd Shipyards Corp.
- 8-R-1933 Truscon Steel Co.

- 1-R-2370 U. S. Finishing Co.

- 5-R-2145 Virginia Bridge Co.

- 20-R-1497 Walnut Creek Canning Co.
- 20-R-1496 Watsonville Canning Co.
- 19-R-1501 West Coast Telephone Co.
- 19-R-1509 West Coast Telephone Co.
- 6-R-1304 Weston Glass Co.
- 5-R-2102 West Virginia Pulp & Paper Co.
- 10-R-1695 West Virginia Pulp & Paper Co.
- 2-R-5656 Westinghouse Electric International Co.
- 13-R-3209 Wisconsin Power & Light Co.
- 13-R-3232 Wisconsin Power & Light Co.
- 17-R-1092 World Publishing Co.



APPENDIX E

STATUTORY PROVISIONS ADMINISTERED BY N. L. R. B.

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APPENDIX E

NATIONAL LABOR RELATIONS ACT

(49 Stat. 449)

An Act to diminish the causes of labor disputes burdening or obstructing interstate and foreign commerce, to create a National Labor Relations Board, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Findings and Policy

SECTION 1. The denial by employers of the right of employees to organize and the refusal by employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce by (a) impairing the efficiency, safety, or operation of the instrumentalities of commerce; (b) occurring in the current of commerce; (c) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods from or into the channels of commerce, or the prices of such materials or goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right to employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

Definitions

Sec 2 When used in this Act—

(1) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.

(2) The term "employer" includes any person acting in the interest of an employer, directly or indirectly, but shall not include the United States, or any State or political subdivision thereof, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(3) The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse.

(4) The term "representatives" includes any individual or labor organization.

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(6) The term "commerce" means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

(7) The term "affecting commerce" means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce.

(8) The term "unfair labor practice" means any unfair labor practice listed in section 8.

(9) The term "labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

(10) The term "National Labor Relations Board" means the National Labor Relations Board created by section 3 of this Act.

(11) The term "old Board" means the National Labor Relations Board established by Executive Order Numbered 6763 of the President on June 29, 1934, pursuant to Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), and reestablished and continued by Executive Order Numbered 7074 of the President of June 15, 1935, pursuant to Title I of the National Industrial Recovery Act (48 Stat. 195) as amended and continued by Senate Joint Resolution 133¹ approved June 14, 1935.

National Labor Relations Board

Sec. 3. (a) There is hereby created a board, to be known as the "National Labor Relations Board" (hereinafter referred to as the "Board"), which shall be composed of three members, who shall be appointed by the President, by and with the advice and consent of the Senate. One of the original members shall be appointed for a term of one year, one for a term of three years, and one for a term of five years, but their successors shall be appointed for terms of five years each, except that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as the chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

(b) A vacancy in the Board shall not impair the right of the remaining members to exercise all the powers of the Board, and two members of the Board shall, at all times, constitute a quorum. The Board shall have an official seal which shall be judicially noticed.

(c) The Board shall at the close of each fiscal year make a report in writing to Congress and to the President stating in detail the cases it has heard, the decisions it has rendered, the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board, and an account of all moneys it has disbursed.

¹ So in original.

SEC. 4. (a) Each member of the Board shall receive a salary of \$10,000 a year, shall be eligible for reappointment, and shall not engage in any other business, vocation, or employment. The Board shall appoint, without regard for the provisions of the civil-service laws but subject to the Classification Act of 1923, as amended, an executive secretary, and such attorneys, examiners, and regional directors, and shall appoint such other employees with regard to existing laws applicable to the employment and compensation of officers and employees of the United States, as it may from time to time find necessary for the proper performance of its duties and as may be from time to time appropriated for by Congress. The Board may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services, as may from time to time be needed. Attorneys appointed under this section may, at the direction of the Board, appear for and represent the Board in any case in court. Nothing in this Act shall be construed to authorize the Board to appoint individuals for the purpose of conciliation or mediation (or for statistical work), where such service may be obtained from the Department of Labor.

(b) Upon the appointment of the three original members of the Board and the designation of its chairman, the old Board shall cease to exist. All employees of the old Board shall be transferred to and become employees of the Board with salaries under the Classification Act of 1923, as amended, without acquiring by such transfer a permanent or civil-service status. All records, papers, and property of the old Board shall become records, papers, and property of the Board, and all unexpended funds and appropriations for the use and maintenance of the old Board shall become funds and appropriations available to be expended by the Board in the exercise of the powers, authority, and duties conferred on it by this Act.

(c) All of the expenses of the Board, including all necessary traveling and subsistence expenses outside the District of Columbia incurred by the members or employees of the Board under its orders, shall be allowed and paid on the presentation of itemized vouchers therefor approved by the Board or by any individual it designates for that purpose.

SEC. 5. The principal office of the Board shall be in the District of Columbia, but it may meet and exercise any or all of its powers at any other place. The Board may, by one or more of its members or by such agents or agencies as it may designate, prosecute any inquiry necessary to its functions in any part of the United States. A member who participates in such an inquiry shall not be disqualified from subsequently participating in a decision of the Board in the same case.

SEC. 6. (a) The Board shall have authority from time to time to make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of this Act. Such rules and regulations shall be effective upon publication in the manner which the Board shall prescribe.

Rights of Employees

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 6 (a), an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay.

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided*, That nothing in this Act, or in the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701-712), as amended from time to time, or in any code or agreement approved or prescribed thereunder, 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 representa-

tive of the employees as provided in section 9 (a), in the appropriate collective bargaining unit covered by such agreement when made.

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

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

Representatives and Elections

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive 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: *Provided*, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

(b) 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.

(c) Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy and certify to the parties, in writing, the name or names of the representatives that have been designated or selected. In any such investigation, the Board shall provide for an appropriate hearing upon due notice, either in conjunction with a proceeding under section 10 or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertain such representatives.

(d) Whenever an order of the Board made pursuant to section 10 (c) is based in whole or in part upon facts certified following an investigation pursuant to subsection (c) of this section, and there is a petition for the enforcement or review of such order, such certification and the record of such investigation shall be included in the transcript of the entire record required to be filed under subsections 10 (e) or 10 (f), and thereupon the decree of the court enforcing, modifying, or setting aside in whole or in part the order of the Board shall be made and entered upon the pleadings, testimony, and proceedings set forth in such transcript

Prevention of Unfair Labor Practices

SEC. 10. (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 8) affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law, or otherwise.

(b) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency at a place therein fixed, not less than five days after the serving of said complaint. Any such complaint may be amended by the member, agent, or agency conducting the hearing or the Board in its discretion at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member, agent, or agency conducting the hearing or the Board, any other person may be allowed to intervene in the said proceeding and to present testimony. In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

(c) The testimony taken by such member, agent, or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the 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. If upon all the testimony taken the Board shall be of the opinion that no person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint.

(d) Until a transcript of the record in a case shall have been filed in a court, as hereinafter provided, the Board may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it.

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board. No objection that has not been urged before the Board, its member, agent or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the Board as to the facts if, supported by evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing before the Board, its member, agent, or agency, the court may order such additional evidence to be taken before the Board, its member, agent, or agency, and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which, if supported by evidence shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States and upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any circuit court of appeals of the United States in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the Court of Appeals of the District of Columbia, by filing in such a court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; and the

findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

(g) The commencement of proceedings under subsection (e) or (f) of this section shall not, unless specifically ordered by the court, operate as a stay of the Board's order.

(h) When granting appropriate temporary relief or a restraining order, or making and entering a decree enforcing, modifying, and enforcing as so modified or setting aside in whole or in part an order of the Board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by the Act entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes," approved March 23, 1932 (U. S. C., Supp. VII, title 29, secs. 101-115).

(i) Petitions filed under this Act shall be heard expeditiously, and if possible within ten days after they have been docketed.

Investigatory Powers

SEC. 11. For the purpose of all hearings and investigations, which in the opinion of the Board, are necessary and proper for the exercise of the powers vested in it by section 9 and section 10—

(1) The Board, or its duly authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. Any member of the Board shall have power to issue subpoenas requiring the attendance and testimony of witnesses and the production of any evidence that relates to any matter under investigation or in question, before the Board, its member, agent, or agency conducting the hearing or investigation. Any member of the Board, or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence. Such attendance of witnesses and the production of such evidence may be required from any place in the United States or any Territory or possession thereof, at any designated place of hearing.

(2) In case of contumacy or refusal to obey a subpoena issued to any person, any District Court of the United States or the United States courts of any Territory or possession, or the Supreme Court of the District of Columbia, within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contumacy or refusal to obey is found or resides or transacts business, upon application by the Board shall have jurisdiction to issue to such person an order requiring such person to appear before the Board, its member, agent, or agency, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by said court as a contempt thereof.

(3) No person shall be excused from attending and testifying or from producing books, records, correspondence, documents, or other evidence in obedience to the subpoena of the Board, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

(4) Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same setting forth the manner of such service shall be proof of the same, and the return post office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same. Witnesses summoned before the Board, its member, agent, or agency, shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States.

(5) All process of any court to which application may be made under this Act may be served in the judicial district wherein the defendant or other person required to be served resides or may be found.

(6) The several departments and agencies of the Government, when directed by the President, shall furnish the Board, upon its request, all records, papers, and information in their possession relating to any matter before the Board.

Sec. 12. Any person who shall willfully resist, prevent, impede, or interfere with any member of the Board or any of its agents or agencies in the performance of duties pursuant to this Act shall be punished by a fine of not more than \$5,000 or by imprisonment for not more than one year, or both.

Limitations

Sec. 13. Nothing in this Act shall be construed so as to interfere with or impede or diminish in any way the right to strike.

Sec. 14. Wherever the application of the provisions of section 7 (a) of the National Industrial Recovery Act (U. S. C., Supp VII, title 15, sec. 707 (a), as amended from time to time, or of section 77 B, paragraphs (1) and (m) of the Act approved June 7, 1934, entitled "An Act to amend an Act entitled 'An Act to establish a uniform system of bankruptcy throughout the United States' approved July 1, 1898, and Acts amendatory thereof and supplementary thereto" (48 Stat. 922, pars. (1) and (m), as amended from time to time, or of Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), conflicts with the application of the provisions of this Act, this Act shall prevail: *Provided*, That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.

Sec. 15. If any provision of this Act, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Act, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Sec. 16. This Act may be cited as the "National Labor Relations Act."
Approved, July 5, 1935.

(Extract from)

WAR LABOR DISPUTES ACT

Notice of Threatened Interruptions in War Production

SEC. 8. (a) In order that the President may be apprised of labor disputes which threaten seriously to interrupt war production, and in order that employees may have an opportunity to express themselves, free from restraint or coercion, as to whether they will permit such interruptions in wartime—

(1) The representative of the employees of a war contractor, shall give to the Secretary of Labor, the National War Labor Board, and the National Labor Relations Board, notice of any such labor dispute involving such contractor and employees, together with a statement of the issues giving rise thereto.

(2) For not less than thirty days after any notice under paragraph (1) is given, the contractor and his employees shall continue production under all the conditions which prevailed when such dispute arose, except as they may be modified by mutual agreement or by decision of the National War Labor Board.

(3) On the thirtieth day after notice under paragraph (1) is given by the representative of the employees, unless such dispute has been settled, the National Labor Relations Board shall forthwith take a secret ballot of the employees in the plant, plants, mine, mines, facility, facilities, bargaining unit, or bargaining units, as the case may be, with respect to which the dispute is applicable on the question whether they will permit any such interruption of war production. The National Labor Relations Board shall include on the ballot a concise statement of the major issues involved in the dispute and of the efforts being made and the facilities being utilized for the settlement of such dispute. The National Labor Relations Board shall by order forthwith certify the results of such balloting, and such results shall be open to public inspection. The National Labor Relations Board may provide for preparing such ballot and distributing it to the employees at any time after such notice has been given.

(b) Subsection (a) shall not apply with respect to any plant, mine, or facility of which possession has been taken by the United States.

(c) Any person who is under a duty to perform any act required under subsection (a) and who willfully fails or refuses to perform such act shall be liable for damages resulting from such failure or refusal to any person injured thereby and to the United States if so injured. The district courts of the United States shall have jurisdiction to hear and determine any proceedings instituted pursuant to this subsection in the same manner and to the same extent as in the case of proceedings instituted under section 24 (14) of the Judicial Code

(Extract from)

AMENDMENT 1943, TO COMMUNICATIONS ACT OF 1934²

The Communications Act of 1934, as amended, is amended by adding at the end of Title II the following new section:

Consolidations and Mergers of Telegraph Carriers

Sec. 222. * * *

(f) (1) Each employee of any carrier which is a party to a consolidation or merger pursuant to this section who was employed by such carrier immediately preceding the approval of such consolidation or merger, and whose period of employment began on or before March 1, 1941, shall be employed by the carrier resulting from such consolidation or merger for a period of not less than four years from the date of the approval of such consolidation or merger, and during such period no such employee shall, without his consent, have his compensation reduced or be assigned to work which is inconsistent with his past training and experience in the telegraph industry.

(2) If any employee of any carrier which is a party to any such consolidation or merger, who was employed by such carrier immediately preceding the approval of such consolidation or merger, and whose period of employment began after March 1, 1941, is discharged as a consequence of such consolidation or merger by the carrier resulting therefrom, within four years from the date of approval of the consolidation or merger, such carrier shall pay such employee at the time he is discharged severance pay in cash equal to the amount of salary or compensation he would have received during the full four-week period immediately preceding such discharge at the rate of compensation or salary payable to him during such period, multiplied by the number of years he has been continuously employed immediately preceding such discharge by one or another of such carriers who were parties to such consolidation or merger, but in no case shall any such employee receive less severance pay than the amount of salary or compensation he would have received at such rate if he were employed during such full four-week period: *Provided, however,* That such severance pay shall not be required to be paid to any employee who is discharged after the expiration of a period, following the date of approval of the consolidation or merger, equal to the aggregate period during which such employee was in the employ, prior to such date of approval, of one or more of the carriers which are parties to the consolidation or merger.

(3) For a period of four years after the date of approval of any such consolidation or merger, any employee of any carrier which is a party to such consolidation or merger who was such an employee on such date of approval, and who is discharged as a result of such consolidation or merger, shall have a preferential hiring and employment status for any position for which he is qualified by training and experience over any person who has not theretofore been an employee of any such carrier.

(4) If any employee is transferred from one community to another, as a result of any such consolidation or merger, the carrier resulting therefrom shall pay, in addition to such employee's regular compensation as an employee of such carrier, the actual traveling expenses of such employee and his family, including the cost of packing, crating, drayage, and transportation of household goods and personal effects.

(5) In the case of any consolidation or merger pursuant to this section, the consolidated or merged carrier shall accord to every employee or former employee, or representative or beneficiary of an employee or former employee, of any carrier which is a party to such consolidation or merger, the same pension,

² Act of March 6, 1943, Public Law No 4, 78th Cong.

health, disability, or death insurance benefits, as were provided for prior to the date of approval of the consolidation or merger, under any agreement or plan of any carrier which is a party to the consolidation or merger which covered the greatest number of the employees affected by the consolidation or merger; except that in any case in which, prior to the date of approval of the consolidation or merger, an individual has exercised his right of retirement, or any right to health, disability, or death insurance benefits has accrued, under any agreement or plan of any carrier which is a party to the consolidation or merger, pension, health, disability, or death insurance benefits, as the case may be, shall be accorded in conformity with the agreement or plan under which such individual exercised such right of retirement or under which such right to benefits accrued. For purposes of determining and according the rights and benefits specified in this paragraph, any period spent in the employ of the carrier of which such individual was an employee at the time of the consolidation or merger shall be considered to have been spent in the employ of the consolidated or merged carrier. The application for approval of any consolidation or merger under this section shall contain a guaranty by the proposed consolidated carrier that there will be no impairment of any of the rights or benefits specified in this paragraph.

(6) Any employee who, since August 27, 1940, has left a position, other than a temporary position, in the employ of any carrier which is a party to any such consolidation or merger, for the purpose of entering the military or naval forces of the United States, shall be considered to have been in the employ of such carrier during the time he is a member of such forces, and, upon making an application for employment with the consolidated or merged carrier within forty days from the time he is relieved from service in any of such forces under honorable conditions, such former employee shall be employed by the consolidated or merged carrier and entitled to the benefits to which he would have been entitled if he had been employed by one of such carriers during all of such period of service with such forces; except that this paragraph shall not require the consolidated or merged carrier, in the case of any such individual, to pay compensation, or to accord health, disability, or death insurance benefits, for the period during which he was a member of such forces. If any such former employee is disabled and because of such disability is no longer qualified to perform the duties of his former position but otherwise meets the requirements for employment, he shall be given such available employment at an appropriate rate of compensation as he is able to perform and to which his service credit shall entitle him.

(7) No employee of any carrier which is a party to any such consolidation or merger shall, without his consent, have his compensation reduced, or (except as provided in paragraph (2) and paragraph (8) of this subsection) be discharged or furloughed during the four-year period after the date of the approval of such consolidation or merger. No such employee shall, without his consent, have his compensation reduced, or be discharged or furloughed, in contemplation of such consolidation and merger, during the six-month period immediately preceding such approval.

(8) Nothing contained in this subsection shall be construed to prevent the discharge of any employee for insubordination, incompetency, or any other similar cause.

(9) All employees of any carrier resulting from any such consolidation or merger, with respect to their hours of employment, shall retain the rights provided by any collective bargaining agreement in force and effect upon the date of approval of such consolidation or merger until such agreement is terminated, executed, or superseded. Notwithstanding any other provision of this Act, any agreement not prohibited by law pertaining to the protection of employees may hereafter be entered into by such consolidated or merged carrier and the duly authorized representative or representatives of its employees selected according to existing law.

(10) For purposes of enforcement or protection of rights, privileges, and immunities granted or guaranteed under this subsection, the employees of any such consolidated or merged carrier shall be entitled to the same remedies as are provided by the National Labor Relations Act in the case of employees covered by that Act; and the National Labor Relations Board and the courts of the United States (including the courts of the District of Columbia) shall have jurisdiction and power to enforce and protect such rights, privileges, and immunities in the same manner as in the case of enforcement of the provisions of the National Labor Relations Act.

(11) Nothing contained in this subsection shall apply to any employee of any carrier which is a party to any such consolidation or merger whose compensation is at the rate of more than \$5,000 per annum.

(12) Notwithstanding the provisions of paragraphs (1) and (7), the protection afforded therein for the period of four years from the date of approval of the consolidation or merger shall not, in the case of any particular employee, continue for a longer period, following such date of approval, than the aggregate period during which such employee was in the employ, prior to such date of approval, of one or more of the carriers which are parties to the consolidation or merger. As used in paragraphs (1), (2), and (7), the term "compensation" shall not include compensation attributable to overtime not guaranteed by collective bargaining agreements.

*Merger date has
passed -
3 cases covered
on telegraph
- merger cases 2*

(Extract from)

FAIR LABOR STANDARDS ACT OF 1938 ³

Maximum Hours

SEC. 7. (a) No employer shall, except as otherwise provided in this section, employ any of his employees who is engaged in commerce or in the production of goods for commerce—

(1) For a workweek longer than 44 hours during the first year from the effective date of this section,

(2) For a workweek longer than 42 hours during the second year from such date, or

(3) For a workweek longer than 40 hours after the expiration of the second year from such date,

unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

(b) No employer shall be deemed to have violated subsection (a) by employing any employee for a workweek in excess of that specified in such subsection without paying the compensation for overtime employment prescribed therein if such employee is so employed—

(1) In pursuance of an agreement, made as a result of collective bargaining by representatives of employees certified as bona fide by the National Labor Relations Board, which provides that no employee shall be employed more than 1,000 hours during any period of 26 consecutive weeks,

(2) On an annual basis in pursuance of an agreement with his employer, made as a result of collective bargaining by representatives of employees certified as bona fide by the National Labor Relations Board, which provides that the employee shall not be employed more than 2,080 hours during any period of 52 consecutive weeks, or

(3) For a period or periods of not more than 14 workweeks in the aggregate in any calendar year in an industry found by the Administrator to be of a seasonal nature,

and if such employee receives compensation for employment in excess of 12 hours in any workday, or for employment in excess of 56 hours in any workweek, as the case may be, at a rate not less than one and one-half times the regular rate at which he is employed.

(c) In the case of an employer engaged in the first processing of milk, whey, skimmed milk, or cream into dairy products, or in the ginning and compressing of cotton, or in the processing of cottonseed, or in the processing of sugar beets, sugar beet molasses, sugarcane, or maple sap, into sugar (but not refined sugar) or into sirup, the provisions of subsection (a) shall not apply to his employees in any place of employment where he is so engaged; and in the case of an employer engaged in the first processing of, or in canning or packing, perishable or seasonal fresh fruits or vegetables, or in the first processing, within the area of production (as defined by the Administrator), of any agricultural or horticultural commodity during seasonal operations, or in handling, slaughtering, or dressing poultry or livestock, the provisions of subsection (a), during a period or periods of not more than 14 workweeks in the aggregate in any calendar year, shall not apply to his employees in any place of employment where he is so engaged.

(d) This section shall take effect upon the expiration of 120 days from the date of enactment of this Act.

³ 52 Stat. 1060, 29 U. S. C., sec. 201 *et seq.*; Sec. 7 (b) (2) as amended by 55 Stat. 256.

APPENDIX F

NATIONAL LABOR RELATIONS BOARD RULES AND REGULATIONS

Series 4

Effective September 11, 1946



APPENDIX F

NATIONAL LABOR RELATIONS BOARD

Rules and Regulations Series 4

(Effective September 11, 1946)

By virtue of the authority vested in it by the National Labor Relations Act, 49 Stat. 449, 452, approved July 5, 1935, the National Labor Relations Board hereby issues the following Rules and Regulations—Series 4—(General Rules and Regulations), which it finds necessary to carry out the provisions of said Act. Said Rules and Regulations—Series 4—shall become effective upon the signature of the original by the members of the Board and upon the publication thereof in the Federal Register, and shall supersede the Rules and Regulations—Series 3—as amended (General Rules and Regulations) signed by the Board on December 15, 1944, and all amendments to said Series 3, as amended, subsequently signed by the Board. Said Series 3, as amended, and all subsequent amendments thereto, are hereby rescinded. These Rules and Regulations—Series 4—(General Rules and Regulations) shall be in force and effect until amended or rescinded by Rules and Regulations hereafter made and published by the Board.

Signed at Washington, D. C., this 28th day of August 1946.

PAUL M. HERZOG, *Chairman*,
JOHN M. HOUSTON, *Member*,
JAMES J. REYNOLDS, Jr., *Member*.

PART 203. RULES AND REGULATIONS, SERIES 4

Subpart A

DEFINITIONS

Sec.		Sec.	
203.1	Terms defined in Section 2 of the Act.	203.4	Regional Director.
203.2	Act, Board.	203.5	Trial Examiner.
203.3	Region.	203.6	State.

SECTION 203.1. Terms defined in Section 2 of the Act.—The terms “person,” “employer,” “employee,” “representatives,” “labor organization,” “commerce,” “affecting commerce,” and “unfair labor practice,” as used herein, shall have the meanings set forth in Section 2 of the National Labor Relations Act, a copy of which Act is appended hereto.

SEC. 203.2. Act, Board.—The term “Act” as used herein shall mean the National Labor Relations Act, and the term “Board” shall mean the National Labor Relations Board.

SEC. 203.3. Region.—The term “Region” as used herein shall mean that part of the United States or any Territory thereof fixed by the Board as a particular Region.

SEC. 203.4. Regional Director.—The term “Regional Director” as used herein shall mean the agent designated by the Board as Regional Director for a particular Region.

SEC. 203.5. *Trial Examiner.*—The term "Trial Examiner" as used herein shall mean the agent of the Board conducting the hearing in an unfair labor practice or Telegraph Merger Act proceeding.

SEC. 203.6. *State.*—The term "State" as used herein shall include all States, Territories, and possessions of the United States and the District of Columbia.

Subpart B

PROCEDURE UNDER SECTION 10 OF THE ACT FOR THE PREVENTION OF UNFAIR LABOR PRACTICES

Sec.	CHARGE	Sec.	HEARING
203.7	Who may file; withdrawal and dismissal.	203.29	Who shall conduct, to be public unless otherwise ordered.
203.8	Where to file.	203.30	Duty of Trial Examiner; powers of Board counsel and Trial Examiners.
203.9	Form; jurat.	203.31	Rights of parties.
203.10	Contents.	203.32	Rules of evidence not controlling.
	COMPLAINT	203.33	Stipulations of fact admissible.
203.11	When and by whom issued; contents; service	203.34	Objection to conduct of hearing; how made; objections not waived by further participation.
203.12	Hearing; extension.	203.35	Filing of briefs and proposed findings with the Trial Examiner and oral argument at the hearing.
203.13	Amendment.	203.36	Continuance and adjournment.
203.14	Withdrawal.	203.37	Contemptuous conduct; refusal of witness to answer questions.
203.15	Review by the Board of refusal to issue.		INTERMEDIATE REPORT AND TRANSFER OF CASE TO THE BOARD
	ANSWER	203.38	Intermediate Report; contents; service; transfer of case to Board; contents of record in case.
203.16	Answer to complaint; time for filing; contents; allegations not denied deemed admitted.		EXCEPTIONS TO THE RECORD AND PROCEEDING
203.17	Where to file; form; jurat; service upon other parties.	203.39	Exceptions or supporting briefs; time for filing; where to file; service on parties; extension of time; effect of failure to include matter in exceptions.
203.18	Extension of time for filing.	203.40	Filing of motion after transfer of case to Board.
203.19	Amendment.		PROCEDURE BEFORE THE BOARD
	MOTIONS	203.41	Action of Board upon expiration of time to file Exceptions to Intermediate Report; oral arguments before and filing of briefs with Board; action of Board where Trial Examiner finds no unfair labor practices and no Exceptions filed; reopening of record.
203.20	Motions; where to file prior to hearing and during hearing; contents; service on other parties.	203.42	Proceedings before the Board; filing charges with Board; transfer of charge and proceedings in same Region; severance.
203.21	Rulings on motions; where to file motion after hearing and before transfer of case to Board.	203.43	Procedure before Board in cases over which it has assumed jurisdiction.
203.22	Motions; rulings and orders part of record; rulings not to be appealed directly to Board without special permission.	203.44	Modification or setting aside of order of Board before record filed in court; action thereafter.
203.23	Review of granting of motion to dismiss entire complaint; reopening of record	203.45	Settlement or adjustment of issues
203.24	Filing of answer or other participation in proceeding not a waiver of rights.		
	INTERVENTION		
203.25	Intervention; requisites; rulings on motions to intervene.		
	WITNESSES, DEPOSITIONS, AND SUBPENAS		
203.26	Examination of witnesses; depositions.		
203.27	Issuance of subpoenas; requisites of application for.		
203.28	Payment of witness fees and mileage; fees of persons taking depositions.		

Charge

SEC. 203.7. *Who may file; withdrawal and dismissal.*—A charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization. A charge may be withdrawn only with the consent of the Regional Director with whom such charge was filed or of the Board. Upon withdrawal of any charge, any complaint based thereon shall be dismissed by the Regional Director issuing the complaint, by the Trial Examiner designated to conduct the hearing, or by the Board.

SEC. 203.8. *Where to file.*—Except as provided in Section 203.42, such charge shall be filed with the Regional Director for the Region in which the alleged

unfair labor practice has occurred or is occurring. A charge alleging that an unfair labor practice has occurred or is occurring in two or more Regions may be filed with the Regional Director for any of such Regions.

SEC. 203.9. *Form; jurat.*—Such charge shall be in writing, the original being signed and sworn to before any notary public, the Board agent, or other person duly authorized by law to administer oaths and take acknowledgements. Three additional copies of such charge shall be filed.¹

SEC. 203.10. *Contents.*—Such charge shall contain the following:

(a) The full name and address of the person or labor organization making the charge.

(b) The full name and address of the person against whom the charge is made (hereinafter referred to as the "respondent").

(c) A clear and concise statement of the facts constituting the alleged unfair labor practices affecting commerce.

Complaint

SEC. 203.11. *When and by whom issued; contents; service.*—After a charge has been filed, if it appears to the Regional Director that formal proceedings in respect thereto should be instituted, he shall issue and cause to be served upon the respondent and the person or labor organization making the charge (hereinafter referred to as the "parties") a formal complaint in the name of the Board stating the charges and containing a Notice of Hearing before a Trial Examiner at a place therein fixed and at a time not less than ten days after the service of the complaint.

Whenever the complaint contains allegations under Section 8 (2) of the Act, any labor organization referred to in such allegations shall be duly served with a copy of the complaint and Notice of Hearing. Whenever any labor organization, not the subject of Section 8 (2) allegation in the complaint, is a party to any contract with the respondent the legality of which is put in issue by any allegation of the complaint, such labor organization shall be made a party to the proceeding.

SEC. 203.12. *Hearing; extension.*—Upon his own motion or upon proper cause shown by any of the parties the Regional Director issuing the complaint may extend the date of such hearing.

SEC. 203.13. *Amendment.*—Any such complaint may be amended upon such terms as may be deemed just, prior to the hearing, by the Regional Director issuing the complaint; at the hearing and until the case has been transferred to the Board pursuant to Section 203.38, upon motion, by the Trial Examiner designated to conduct the hearing; and after the case has been transferred to the Board pursuant to Section 203.38, at any time prior to the issuance of an order based thereon, by the Board.

SEC. 203.14. *Withdrawal.*—Any such complaint may be withdrawn before the hearing by the Regional Director on his own motion.

SEC. 203.15. *Review by the Board of refusal to issue.*—If, after the charge has been filed, the Regional Director declines to issue a complaint, he shall so advise the parties in writing, accompanied by a simple statement of the procedural or other grounds. The person or labor organization making the charge may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., and filing a copy of the request with the Regional Director, within ten days from the service of the notice of such refusal by the Regional Director. The request shall contain a complete statement setting forth the facts and reasons upon which the request is based.

Answer

SEC. 203.16. *Answer to complaint; time for filing; contents; allegations not denied deemed admitted.*—The respondent shall, within ten days from the service of the complaint, file an answer thereto. Such answer shall contain a short and simple statement of the facts which constitute the grounds of defense. The respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All of the allega-

¹A blank form for making a charge will be supplied by the Regional Director upon request.

tions in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and may be so found by the Board.

SEC. 203.17. *Where to file; form; jurat; service upon other parties.*—The answer shall be filed with the Regional Director issuing the complaint. It shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the post-office address of the respondent. The respondent shall file three additional copies of the answer. Immediately upon filing his answer the respondent shall serve a copy thereof upon each of the other parties.

SEC. 203.18. *Extension of time for filing.*—Upon his own motion or upon proper cause shown by a party the Regional Director issuing the complaint may by written order extend the time within which the answer shall be filed.

SEC. 203.19. *Amendment.*—The respondent may amend his answer at any time prior to the hearing. During the hearing or subsequent thereto, he may amend his answer in any case where the complaint has been amended, within such period as may be fixed by the Trial Examiner or the Board. Whether or not the complaint has been amended, the answer may, in the discretion of the Trial Examiner or the Board, upon motion, be amended upon such terms and within such periods as may be fixed by the Trial Examiner or the Board.

Motions

SEC. 203.20. *Motions; where to file prior to hearing and during hearing; contents; service on other parties.*—All motions made prior to the hearing shall be filed in writing with the Regional Director issuing the complaint, and shall briefly state the order or relief applied for and the grounds for such motion. The moving party shall file an original and four additional copies of all such motions. Immediately upon the filing of such motion, the moving party shall serve a copy thereof upon each of the other parties. All motions made at the hearings shall be made in writing to the Trial Examiner or stated orally on the record.

SEC. 203.21. *Rulings on motions; where to file motions after hearing and before transfer of case to Board.*—The Trial Examiner designated to conduct the hearing shall rule upon all motions (except as provided in Sections 203.12, 203.18, 203.25, and 203.40). The Trial Examiner may, before the hearing, rule on motions filed prior to the hearing, and shall cause copies thereof to be served upon the parties and the Regional Director. All motions filed subsequent to the hearing, but before the transfer of the case to the Board pursuant to Section 203.38, shall be filed with the Trial Examiner by filing with the Chief Trial Examiner in Washington, D. C., and a copy thereof shall be served upon each of the parties. Rulings by the Trial Examiner on motions, and any orders in connection therewith, if announced at the hearing, shall be stated orally on the record; in all other cases such rulings and orders shall be issued in writing and filed with the Regional Director, who shall cause a copy of the same to be served upon each of the parties, or shall be contained in the Intermediate Report. Whenever the Trial Examiner has reserved his ruling on any motion, and the proceeding is thereafter transferring to and continued before the Board pursuant to Section 203.42, the Board shall rule on such motion.

SEC. 203.22. *Motions; rulings and orders part of record; rulings not to be appealed directly to Board without special permission.*—All motions, rulings, and orders shall become part of the record, except that rulings on applications for subpoenas shall become a part of the record only upon the request of the party whose application has been denied, as provided in Section 203.27. Unless expressly authorized by these Rules and Regulations, rulings by the Regional Director and by the Trial Examiner on motions, and by the Trial Examiner on objections, and orders in connection therewith, shall not be appealed directly to the Board except by special permission of the Board, but shall be considered by the Board in reviewing the record, if exception is taken to the rulings or order when made and included in the statement of Exceptions filed with the Board, pursuant to Section 203.39.

SEC. 203.23. *Review of granting of motion to dismiss entire complaint; reopening of record.*—If any motion in the nature of a motion to dismiss the complaint in its entirety is granted by the Trial Examiner, the party making the charge may obtain a review of such action by filing a request therefor with the

Board in Washington, D. C., stating the grounds for review, and filing a copy of such request with the Regional Director and serving copies upon the parties. Unless such request for review is filed within ten days from the date of service of the order of dismissal, the case shall be closed. The Board may, upon motion made within a reasonable period and for good cause shown, reopen the record for further proceedings.

SEC. 203.24. *Filing of answer or other participation in proceedings not a waiver of rights.*—The right to make motions or to make objection to rulings upon motions shall not be deemed waived by the filing of an answer or by other participation in the proceedings before the Trial Examiner or the Board.

Intervention

SEC. 203.25. *Intervention; requisites; rulings on motions to intervene*—Any person or labor organization desiring to intervene in any proceeding shall file a motion in writing or, if made at the hearing, may move orally on the record, stating the grounds upon which such person or organization claims an interest. Prior to the hearing such motion shall be filed with the Regional Director issuing the complaint; during the hearing such motion shall be made to the Trial Examiner. An original and four copies of written motions shall be filed. Immediately upon filing such motion, the moving party shall serve a copy thereof upon each of the other parties. The Regional Director shall rule upon all such motions filed prior to the hearing, and shall cause a copy of said ruling to be served upon each of the parties, or shall refer the motion to the Trial Examiner for ruling. The Trial Examiner shall rule upon all such motions made at the hearing or referred to him by the Regional Director, in the manner set forth in Section 203.21. The Regional Director or the Trial Examiner, as the case may be, may by order permit intervention in person or by counsel or other representative to such extent and upon such terms as he may deem proper.

Witnesses, Depositions, and Subpenas

SEC. 203.26. *Examination of witnesses; depositions.*—Witnesses shall be examined orally under oath, except that for good cause shown, after the issuance of a complaint, testimony may be taken by deposition.

(a) Applications to take depositions shall be in writing setting forth the reasons why such depositions should be taken, the name and post-office address of the witness, the matters concerning which it is expected the witness will testify, and the time and place proposed for the taking of the deposition, together with the name and address of the person before whom it is desired that the deposition be taken (for the purposes of this Section hereinafter referred to as the "officer"). Such application shall be made to the Regional Director prior to the hearing, and to the Trial Examiner during and subsequent to the hearing but before transfer of the case to the Board pursuant to Section 203.38 or 203.42. Such application shall be served upon the Regional Director or the Trial Examiner, as the case may be, and upon the other parties, not less than seven days (when the deposition is to be taken within the continental United States) and fifteen days (if the deposition is to be taken elsewhere) prior to the time when it is desired that the deposition be taken. The Regional Director or Trial Examiner, as the case may be, shall, upon receipt of the application, if in his discretion good cause has been shown, make and serve upon the parties an order which will specify the name of the witness whose deposition is to be taken, the time when, the place where, and shall contain a designation of the officer before whom the witness is to testify, who may or may not be the same officer as that specified in the application. Such order shall be served upon all parties by the Regional Director or the Trial Examiner.

(b) Such deposition may be taken before any officer authorized to administer oaths by the laws of the United States or of the place where the examination is held, including any agent of the Board authorized to administer oaths. If the examination is held in a foreign country, it may be taken before any Secretary of Embassy or Legation, Consul General, Consul, Vice Consul, or Consular Agent of the United States.

(c) At the time and place specified in said order the officer designated to take such deposition shall permit the witness to be examined and cross-examined under oath by all the parties appearing, and his testimony shall be reduced to typewriting

by the officer or under his direction. All objections to questions or evidence shall be deemed waived unless made at the examination. The officer shall not have power to rule upon any objections but he shall note them upon the deposition. The testimony shall be subscribed by the witness in the presence of the officer who shall attach his certificate stating that the witness was duly sworn by him, that the deposition is a true record of the testimony and exhibits given by the witness and that said officer is not of counsel or attorney to any of the parties nor interested in the event of the proceeding or investigation. If the deposition is not signed by the witness because he is ill, dead, cannot be found, or refuses to sign it, such fact shall be included in the certificate of the officer and the deposition may then be used as fully as though signed. The officer shall immediately deliver an original and two copies of said transcript, together with his certificate, in person or by registered mail to the Regional Director or the Trial Examiner, care of the Chief Trial Examiner, Washington, D. C., as the case may be.

(d) The Trial Examiner shall rule upon the admissibility of the deposition or any part thereof.

(e) All errors or irregularities in compliance with the provisions of this Section shall be deemed waived unless a motion to suppress the deposition or some part thereof is made with reasonable promptness after such defect is or, with due diligence, might have been ascertained.

(f) If the parties so stipulate in writing, depositions may be taken before any person at any time or place, upon any notice and in any manner, and when so taken may be used like other depositions.

SEC. 203 27. *Issuance of subpoenas; requisites of application for.*—Any member of the Board may issue subpoenas requiring the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents that relate to any matter under investigation or in question, before the Board, its member, agent, or agency, conducting the hearing or investigation. Applications for subpoenas may be filed with the Regional Director in writing by any party, including Board agents, prior to the hearing. The Regional Director may grant or deny the application or may refer it to the Trial Examiner, who may thereafter grant or deny the application. Applications for subpoenas made during the hearing shall be made in writing to the Trial Examiner who may grant or deny the application. If the application is denied the denials shall be accompanied by a simple statement of procedural or other grounds. Such applications may be made *ex parte*, shall be timely, and shall specify the name of the witness and show the general relevance and reasonable scope of the evidence sought, and, if calling for documents, shall specify the same with such particularity as will enable them to be identified for purposes of production. The application for subpoenas and ruling thereon shall not become a part of the official record except upon the request of the party whose application has been denied. Persons compelled to submit data or evidence at a public proceeding are entitled to retain or, on payment of lawfully prescribed costs, to procure copies or transcripts of the data or evidence submitted by them. Persons compelled to submit data or evidence in the nonpublic investigative stages of proceedings may for good cause be limited by the Regional Director to inspection of the official transcript of his testimony.

SEC. 203 28. *Payment of witness fees and mileage; fees of persons taking depositions.*—Witnesses summoned before the Trial Examiner shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance the witnesses appear and the person taking the deposition shall be paid by the party at whose instance the deposition is taken.

Hearing

SEC. 203.29. *Who shall conduct; to be public unless otherwise ordered.*—The hearing for the purpose of taking evidence upon a complaint shall be conducted by a Trial Examiner designated by the Chief Trial Examiner, unless the Board or any member thereof presides. At any time a Trial Examiner may be designated to take the place of the Trial Examiner previously designated to conduct the hearing. Such hearings shall be public unless otherwise ordered by the Board or the Trial Examiner.

SEC. 203.30. *Duty of Trial Examiner; powers of Board counsel and Trial Examiners.*—It shall be the duty of the Trial Examiner to inquire fully into the facts as to whether the respondent has engaged in or is engaging in an unfair labor practice affecting commerce as set forth in the complaint or amended complaint. The Trial Examiner shall have authority, with respect to cases assigned to him, between the opening of the hearing and the issuance of the Intermediate Report (recommended decision) or transfer of the case to the Board, subject to the Rules and Regulations of the Board and within its powers:

- (1) To administer oaths and affirmations;
- (2) To grant or deny applications for subpoenas authorized by law;
- (3) To rule upon offers of proof and receive relevant evidence;
- (4) To take or cause depositions to be taken whenever the ends of justice would be served thereby;
- (5) To regulate the course of the hearing and, if appropriate or necessary, to exclude persons or counsel from the hearing for contemptuous conduct and to strike all testimony of witnesses refusing to answer any proper question;
- (6) To hold conferences for the settlement or simplification of the issues by consent of the parties, but not to adjust cases;
- (7) To dispose of procedural requests or similar matters, including motions referred to the Trial Examiner by the Regional Director and motions to amend pleadings; also to dismiss complaints or portions thereof, and to order hearings reopened prior to issuance of Intermediate Reports;
- (8) To make and transmit Intermediate Reports (recommended decisions), in conformity with Section 8 of the Administrative Procedure Act;
- (9) To call, examine and cross-examine witnesses, and to introduce into the record documentary or other evidence;
- (10) To take any other action necessary under the foregoing and authorized by the published Rules and Regulations of the Board.

Counsel for the Board shall have power to call, examine and cross-examine witnesses, and to introduce into the record documentary or other evidence.

SEC. 203.31. *Rights of parties.*—Any party shall have the right to appear at such hearing in person, by counsel, or by other representative, to call, examine and cross-examine witnesses, and to introduce into the record documentary or other evidence.

SEC. 203.32. *Rules of evidence not controlling.*—In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

SEC. 203.33. *Stipulations of fact admissible.*—In any such proceeding stipulations of fact may be introduced in evidence with respect to any issue.

SEC. 203.34. *Objection to conduct of hearing; how made; objections not waived by further participation.*—Any objection with respect to the conduct of the hearing, including any objection to the introduction of evidence, may be stated orally or in writing, accompanied by a short statement of the grounds of such objection, and included in the record. No such objection shall be deemed waived by further participation in the hearing.

SEC. 203.35. *Filing of briefs and proposed findings with the Trial Examiner and oral argument at the hearing.*—Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. Any party shall be entitled, upon request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the Trial Examiner who may fix a reasonable time for such filing but not in excess of fifteen days from the close of the hearing. Requests for extensions of time shall be made to the Chief Trial Examiner.

SEC. 203.36. *Continuance and adjournment.*—In the discretion of the Trial Examiner, the hearing may be continued from day to day, or adjourned to a later date or to a different place, by announcement thereof at the hearing by the Trial Examiner, or by other appropriate notice. The Chief Trial Examiner may, at any time prior to the service of the Intermediate Report, upon appropriate notice to the parties, direct that the hearing be reopened.

SEC. 203.37. *Contemptuous conduct; refusal of witness to answer questions.*—Contemptuous conduct at any hearing before a Trial Examiner or before the Board shall be ground for exclusion from the hearing. The refusal of a witness at any such hearing to answer any question which has been ruled to be proper shall, in the discretion of the Trial Examiner, be ground for striking out all testimony previously given by such witness on related matters.

Intermediate Report and Transfer of Case to the Board

SEC. 203.38. *Intermediate Report; contents; service; transfer of the case to the Board; contents of record in case.*—After a hearing for the purpose of taking evidence upon a complaint, the Trial Examiner shall prepare an Intermediate Report (recommended decision), but the initial decision shall be made by the Board. Such report shall contain (a) findings of fact, conclusions, and the reasons or basis therefor, upon all material issues of fact, law, or discretion presented on the record; and (b) recommendations as to what disposition of the case should be made, which may include, if it be found that the respondent has engaged in or is engaging in the alleged unfair labor practice, a recommendation for such affirmative action by the respondent as will effectuate the policies of the Act. The Intermediate Report shall be transmitted to the Chief Trial Examiner, who shall thereupon file the original of the Intermediate Report with the Board, and cause a copy thereof to be served upon each of the parties. Upon the filing of the Intermediate Report, the Board shall enter an order transferring the case to the Board and shall serve copies of the order, setting forth the date of such transfer, upon each of the parties and the Regional Director.

The charge upon which the complaint was issued and any amendments thereto, the complaint and any amendments thereto, Notice of Hearing, answer and any amendments thereto, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, together with the Intermediate Report and Exceptions, shall constitute the record in the case.

Exceptions to the Record and Proceeding

SEC. 203.39. *Exceptions or supporting briefs; time for filing; where to file; service on parties; extension of time; effect of failure to include matter in exceptions.*—Within fifteen days from the date of service of the order transferring the case to the Board, pursuant to Section 203.38, any party or counsel for the Board may file with the Board at Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof; and any party or counsel for the Board may, within the same period, file an original and four copies of a brief in support of the Intermediate Report. Upon special leave of the Board any party or counsel for the Board may file a reply brief upon such terms and conditions as the Board may impose. Immediately upon the filing of the statement of Exceptions or briefs, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. Upon proper cause shown, the Board may extend the period within which to file a statement of Exceptions and briefs.

No matter not included in a statement of Exceptions may thereafter be objected to before the Board, and failure to file a statement of Exceptions shall operate as a submission of the case to the Board on the record.

Should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten days after the date of service of the order transferring the case to the Board (or in Board cases the date of service of the Intermediate Report), pursuant to Section 203.38. The Board shall notify the parties of the time and place for oral argument, if such permission is granted.

SEC. 203.40. *Filing of motion after transfer of case to Board.*—All motions filed after the case has been transferred to the Board, pursuant to Section 203.38 shall be filed with the Board in Washington, D. C., by transmitting an original and three copies thereof and serving additional copies upon the Regional Director and upon each of the parties.

Procedure Before the Board

SEC. 203.41. *Action of Board upon expiration of time to file Exceptions to Intermediate Report; oral arguments before and filing of briefs with Board; action of Board where Trial Examiner finds no unfair labor practices and no Exceptions filed; reopening of record.*—Upon the expiration of the period for filing a statement of Exceptions and briefs, as provided in Section 203.39, the Board may

decide the matter forthwith upon the record, or after oral argument, or may reopen the record and receive further evidence before a member of the Board or other Board agent or agency, or may close the case upon compliance with the recommendations of the Intermediate Report, or may make other disposition of the case.

Where the Trial Examiner has found in his Intermediate Report that the respondent has not engaged in and is not engaging in any of the alleged unfair labor practices affecting commerce, and no Exceptions have been filed within the period for filing a statement of Exceptions as provided for in Section 203.39, the case shall be closed. The Board may, upon motion made within a reasonable period and upon proper cause shown, reopen the record for further proceedings in accordance with this Section.

SEC. 203.42 *Proceedings before the Board; filing charges with Board; transfer of charge and proceeding from Region to Board or to another Region; consolidation of proceedings in same Region; severance.*—Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may permit a charge to be filed with it in Washington, D. C., or may, at any time after a charge has been filed with a Regional Director pursuant to Section 203.8, order that such charge and any proceeding which may have been instituted in respect thereto—

(a) be transferred to and continued before it, for the purpose of consolidation with any other proceeding which may have been instituted by the Board or for any other purpose; or

(b) be consolidated for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same Region; or

(c) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in or transferred to such other Region, or for any other purpose; or

(d) be severed from any other proceeding with which it may have been consolidated pursuant to this Section.

The provisions of Sections 203.9 to 203.37, inclusive, shall, insofar as applicable, apply to proceedings before the Board pursuant to this Section, and the powers granted to Regional Directors in such provisions shall, for the purpose of this Section, be reserved to and exercised by the Board. After the transfer of any charge and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to this Section, the provisions of Sections 203.9 to 203.41, inclusive, shall apply to such charge and such proceeding as if the charge had originally been filed in the Region to which the transfer is made.

SEC. 203.43. *Procedure before Board in cases over which it has assumed jurisdiction.*—After a hearing for the purpose of taking evidence upon the complaint in any proceeding over which the Board has assumed jurisdiction in accordance with Section 203.42, the Board may—

(a) direct that the Trial Examiner prepare an Intermediate Report, in which case the provisions of Sections 203.38 to 203.41, inclusive, shall insofar as applicable govern subsequent procedure, and the powers granted to Regional Directors in such provisions shall for the purpose of this Section be reserved to and exercised by the Board; or

(b) reopen the record and receive further evidence before a member of the Board, or other agent or agency; or

(c) make other disposition of the case.

Within fifteen days from the date of service of the Intermediate Report pursuant to paragraph (a) of this Section, any party or counsel for the Board may file with the Board at Washington, D. C., an original and four copies of a statement in writing setting forth such Exceptions to the Intermediate Report, or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof, and any party or counsel for the Board may, within the same period, file an original and four copies of a brief in support of the Intermediate Report. Immediately upon the filing of the statement of Exceptions or briefs, the party or counsel for the Board filing the same shall serve copies upon the Regional Director and the other parties. Upon proper cause shown, the Board may extend the period within which to file a statement of Exceptions or brief.

Should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten days after the date of service of the Intermediate Report. The Board shall notify the parties of

the time and place for the oral argument, if such permission is granted. Thereafter the Board shall forthwith decide the matter or make other disposition of the case.

Sec. 203.44 *Modification or setting aside of order of Board before record filed in court; action thereafter.*—Until a transcript of the record in a case shall have been filed in a court, within the meaning of Section 10 of the Act, the Board may at any time upon reasonable notice modify or set aside, in whole or in part, any findings of fact, conclusions of law, or order made or issued by it. Thereafter the Board may proceed pursuant to Sections 203.42 or 203.43, or make any other disposition of the case.

Sec. 203.45 *Settlement or adjustment of issues.*—At any stage or proceedings prior to hearing, where time, the nature of the proceeding, and the public interest permit, all interested parties shall have opportunity for the submission to the Regional Director with whom the charge was filed, and consideration of facts, arguments, offers of settlement, or proposals of adjustment.

Subpart C

PROCEDURE UNDER SECTION 9 (C) OF THE ACT FOR THE INVESTIGATION AND CERTIFICATION OF REPRESENTATIVES

Sec.		Sec.	
203.46	Petition for certification; where to file; withdrawal.	203.55	Election procedure; Tally of the Ballots; Objections; Report on Challenged Ballots; Report on Objections; Exceptions; action of the Board; hearing.
203.47	Contents of petition.	203.56	Run-Off Elections.
203.48	Consent election agreements; consent cross-check agreements; hearing waived by stipulation.	203.57	Refusal to institute investigation; termination of investigation; appeals to Board from action of the Regional Director.
203.49	Investigation of petition by Regional Director; Notice of Hearing; service of notice, withdrawal of notice.	203.58	Proceedings before Board; filing petition with Board; investigation upon motion of Board; transfer of petition and proceeding from Region to Board or to another Region; consolidation of proceedings in same Region; severance; procedure before Board in cases over which it has assumed jurisdiction.
203.50	Conduct of hearing.		
203.51	Motions; Interventions		
203.52	Introduction of evidence; rights of parties at hearing.		
203.53	Record; what constitutes; transmission to Board.		
203.54	Proceedings before the Board; further hearing; briefs; Board Direction of Election; Certification of Representatives.		

Sec. 203.46. *Petition for certification; where to file; withdrawal.*—A petition to investigate and certify under Section 9 (c) of the Act the name or names of representatives designated or selected for the purpose of collective bargaining may be filed by an employee or any person or labor organization acting on behalf of employees, or by an employer. Such petition shall be in writing,² the original being signed and sworn to before any notary public, Board agent, or other person duly authorized by law to administer oaths or take acknowledgements. Three copies of the petition shall be filed. Except as provided in Section 203.58, such petitions shall be filed with the Regional Director for the Region wherein the contemplated bargaining unit exists, or, if the contemplated bargaining unit exists in two or more Regions, with the Regional Director for any of such Regions. Prior to the transfer of the case to the Board, pursuant to Section 203.53, the petition may be withdrawn only with the consent of the Board or of the Regional Director with whom such petition was filed. After such transfer, a petition may be withdrawn only with the consent of the Board. Whenever the Board or Regional Director approve the withdrawal of any petition the case shall be closed.

Sec. 203.47. *Contents of petition.*—(a) Such petition, when filed by an employee or any person or labor organization acting on behalf of employees, shall contain the following:

- (1) The name of the employer.
- (2) The addresses of the establishments involved.
- (3) The general nature of the employer's business.
- (4) A description of the bargaining unit which the petitioner claims to be appropriate.

² Blank forms for filing such petitions will be supplied by the Regional Office upon request.

- (5) The number of employees in the alleged appropriate unit.
- (6) The names and addresses of any other persons or labor organizations who claim to represent any employees in the alleged appropriate unit.
- (7) The nature of the alleged question concerning representation.
- (8) The name, affiliation, if any, and address of the petitioner.
- (9) Any other relevant facts.
- (b) Such petition, when filed by an employer, shall contain the following:
 - (1) The name and address of the petitioner.
 - (2) The general nature of the petitioner's business.
 - (3) A brief statement setting forth that a question or controversy affecting commerce has arisen concerning the representation of employees of the petitioner in that two or more persons or labor organizations have presented to the petitioner conflicting claims that each represents a majority of the employees in the unit or units claimed to be appropriate.
 - (4) The names, affiliation, if any, and addresses of the persons or labor organizations making such claims of representation.
 - (5) A statement whether the petitioner has contracts with any of the competing labor organizations, and, if so, their expiration dates.
 - (6) Any other relevant facts.

Sec. 203.48. Consent election agreements; consent cross-check agreements; hearings waived by stipulation.—(a) Where a petition has been filed the employer and any individuals or labor organizations representing a substantial number of employees involved may, with the approval of the Regional Director, enter into a consent election agreement or consent cross-check agreement leading to a determination by the Regional Director of the facts ascertained after such consent election or cross-check. Such agreement shall include a description of the appropriate unit, the time and place of holding any election, and the pay roll to be used in determining what employees within the appropriate unit shall be eligible to vote or be counted. Such consent election or consent cross-check shall be conducted under the direction and supervision of the Regional Director. The method of conducting such consent cross-check shall be set forth in the consent cross-check agreement. The rulings of the Regional Director on all matters in question under the cross-check, and the determination by the Regional Director of the results of the cross-check shall be final. The method of conducting such consent election shall be consistent with the method followed by the Regional Director in conducting elections pursuant to Section 203.55 and 203.56, except that the rulings and the determination by the Regional Director of the results thereof shall be final.

(b) Where a petition has been filed, the employer and any individuals or labor organizations representing a substantial number of the employees involved may, with the approval of the Regional Director, enter into an agreement providing for a waiver of hearing and a consent election leading to certification by the Board of representatives, if any, designated or selected. Such agreement shall also include a description of the appropriate bargaining unit, the time and place of holding the election, and the pay roll to be used in determining which employees within the appropriate unit shall be eligible to vote. The method of conducting such election and the post-election procedure shall be consistent with that followed by the Regional Director in conducting elections pursuant to Sections 203.55 and 203.56.

Sec. 203.49. Investigation of petition by Regional Director; Notice of Hearing; service of notice; withdrawal of notice.—After a petition has been filed, if no agreement such as that provided in Section 203.48 is entered into and if it appears to the Regional Director that the policies of the Act will be effectuated and that (if the petition is filed by a labor organization), there is a reasonable probability that an investigation will result in a free choice by employees of a bona fide representative, he shall institute such investigation, provided, however, that the Regional Director shall not institute an investigation on a petition filed by an employer unless it appears to the Regional Director that two or more persons or labor organizations have presented to the employer conflicting claims that each represents a majority of the employees in the bargaining unit or units claimed to be appropriate.³ The Regional Director shall prepare and cause to be served

³ At any stage of the investigation, either before hearing or after the hearing but before transfer of the case to the Board, the Regional Director may in cases which present no substantial issues, conduct a secret ballot of the employees, or he may decline to continue the investigation.

upon the employer and upon any known persons or labor organizations purporting to act as representatives of any employees directly affected by the investigation (all of whom shall thereupon become parties to the proceeding), and upon any employee or other person or labor organization who has filed a pending motion to intervene, a Notice of Hearing before a hearing officer at a time and place fixed therein. A copy of the petition shall be served with such Notice of Hearing. Any such Notice of Hearing may be amended or withdrawn before the hearing by the Regional Director on his own motion.

SEC. 203.50. *Conduct of hearing.*—(a) Hearings shall be conducted by a hearing officer, and shall be open to the public unless otherwise ordered by the hearing officer. At any time a hearing officer may be substituted for the hearing officer previously presiding. It shall be the duty of the hearing officer to inquire fully into all matters in issue and necessary to obtain a full and complete record upon which the Board may discharge its duties under Section 9 of the Act.

(b) The hearing officer may, in his discretion, continue the hearing from day to day, or adjourn it to a later date or to a different place, by announcement thereof at the hearing, or by other appropriate notice. The Regional Director who issued the Notice of Hearing may, at any time prior to the transfer of the case to the Board, upon appropriate notice to the parties, direct that the hearing be reopened.

SEC. 203.51. *Motions; Interventions.*—(a) All motions, including motions for intervention pursuant to subsection (b) hereof, shall be in writing or, if made at the hearing, may be stated orally on the record, and shall briefly state the order or relief sought and the grounds for such motion. An original and four copies of written motions shall be filed and at the time of filing, a further copy thereof shall be served upon each of the parties to the proceeding. Prior to transfer of the case to the Board, written motions shall be filed with the Regional Director before whom the proceeding is pending, except that motions filed during the hearing shall be filed with the hearing officer. After transfer of the case to the Board, all motions shall be filed with the Board. The Regional Director may rule upon all motions filed with him, causing a copy of said ruling to be served upon each of the parties, or he may refer the motion to the hearing officer for ruling, except that all motions to dismiss petitions shall be referred to the Board for appropriate action. The hearing officer shall rule, either orally on the record or in writing, upon all motions filed at the hearing or referred to him as hereinabove provided, except that he shall refer to the Board for appropriate action all motions to dismiss petitions, at such time as the Board considers the entire record.

(b) Any employer, employee, other person, or labor organization desiring to intervene in any proceeding shall make a motion for intervention, stating the grounds upon which such person or organization claims to have an interest in the proceeding. The Regional Director or the hearing officer, as the case may be, may by order permit intervention in person or by counsel or other representative to such extent and upon such terms as he may deem proper, and such intervenor shall thereupon become a party to the proceeding.

(c) All motions, rulings and orders shall become a part of the record, except the rulings on applications for subpoenas shall become a part of the record only upon the request of the party whose application has been denied, as provided in Section 203.52 (c). Unless expressly authorized by these Rules and Regulations, rulings by the Regional Director and by the hearing officer shall not be appealed directly to the Board except by special permission of the Board, but shall be considered by the Board in reviewing the record after the case has been transferred to the Board.

(d) The right to make motions or to make objections to rulings on motions shall not be deemed waived by participation in the proceedings.

SEC. 203.52. *Introduction of evidence; rights of parties at hearing.*—(a) Any party shall have the right to appear at any hearing in person, by counsel, or by other representative, and any party, counsel for the Board and the hearing officer shall have power to call, examine and cross-examine witnesses, and to introduce into the record documentary and other evidence. Witnesses shall be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Stipulations of fact may be introduced in evidence with respect to any issue.

(b) Any objection with respect to the conduct of the hearing, including any objection to the introduction of evidence, may be stated orally or in writing, accompanied by a short statement of the grounds of such objection, and included

in the record. No such objection shall be deemed waived by further participation in the hearing.

(c) Prior to the hearing, application for subpoenas may be filed in writing by any party, including Board agents, with the Regional Director. The Regional Director may grant or deny the application, or may refer it to the hearing officer who may thereafter grant or deny the application. During the hearing applications for subpoenas shall be made in writing to the hearing officer, who may grant or deny the application. If any application is denied the denial shall be accompanied by a simple statement of procedural or other grounds. Such applications may be made *ex parte*, shall be timely, and shall specify the name of the witness and show the general relevance and reasonable scope of the evidence sought, and, if calling for documents, shall specify the same with such particularity as will enable them to be identified for the purposes of production. The application for subpoenas and ruling thereon shall not become a part of the record except upon the request of the party whose application has been denied. Persons compelled to submit data or evidence are entitled to retain or, on payment of lawfully prescribed costs, to procure copies of transcripts of the data or evidence submitted by them.

(d) Contemptuous conduct at any hearing before a hearing officer or before the Board shall be ground for exclusion from the hearing. The refusal of a witness at any such hearing to answer any question which has been ruled to be proper shall, in the discretion of the hearing officer, be ground for striking out all testimony previously given by such witness on related matters.

(e) Any party shall be entitled, upon request, to a reasonable period at the close of the hearing, for oral argument, which shall be included in the stenographic report of the hearing.

(f) Witness fees and mileage shall be paid by the party at whose instance the witness appears.

SEC. 203.53. *Record; what constitutes; transmission to Board.*—At any appropriate stage of the investigation following the hearings, the Regional Director may transfer the case to the Board and shall thereupon forward to the Board in Washington, D. C., the petition, Notice of Hearing, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, all of which shall constitute the record in the proceeding.

SEC. 203.54. *Proceedings before the Board; further hearing; briefs; Board Direction of Election; Certification of Representatives.*—Upon transfer of the proceeding to the Board, the Board shall proceed, either forthwith upon the record, or after oral argument or the submission of briefs, or further hearing, as it may determine, to certify to the parties the name or names of the representatives that have been designated or selected, or to direct a secret ballot of the employees in order to complete the investigation, or to make other disposition of the matter. Should any party desire to file a brief with the Board, the original and three copies thereof shall be filed with the Board at Washington, D. C., within seven days after Notice of Transfer of the case to the Board. Immediately upon such filing, the party filing the same shall serve a copy thereof upon each of the other parties. No reply brief may be filed except upon special leave of the Board.

SEC. 203.55. *Election procedure; Tally of the Ballots; Objections; Report on Challenged Ballots; Report on Objections; Exceptions; action of the Board; hearing.*—Unless otherwise directed by the Board, all elections shall be conducted under the supervision of the Regional Director in whose Region the proceeding is pending. All elections shall be by secret ballot. Any party may be represented by observers of his own selection, subject to such limitations as the Regional Director may prescribe. Any party and Board agent may challenge for good cause the eligibility of any person to participate in the election. The ballots of such challenged persons shall be impounded. Upon the conclusion of the election, the designated agent shall cause to be furnished to the parties a Tally of the Ballots. Within five (5) days thereafter any party may file with the designated agent an original and three copies of Objections to the conduct of the election or conduct affecting the results of the election. The Objections shall contain a short statement of the reasons therefor. Copies thereof shall be served upon each of the other parties by the party filing such Objections.

If no such Objections are filed within five (5) days after the conclusion of the election, and if the challenged ballots are insufficient in number to affect

the result of the election, the designated agent shall, if no run-off election is to be held pursuant to Section 203.56, forthwith forward to the Board in Washington, D. C., the Tally of the Ballots which, together with the record previously made, shall constitute the record in the case, and the Board may thereupon decide the matter forthwith upon the record, or may make other disposition of the case.⁴

If Objections are filed to the conduct of the election or conduct affecting the results, of the election or if the challenged ballots are sufficient in number to affect the result of the election, the designated agent shall investigate the issues raised by such Objections, challenges, or both, and shall prepare and cause to be served upon the parties a Report on Challenged Ballots, Objections, or both, including his recommendations, which report, together with the Tally of the Ballots, he shall forward to the Board in Washington, D. C. Within five (5) days from the date of service of the Report on Challenged Ballots, Objections, or both, the parties may file with the Board in Washington, D. C., an original and three copies of Exceptions to such report. Immediately upon the filing of such Exceptions, the party filing the same shall serve a copy thereof upon each of the other parties, and shall file a copy with the designated agent. If no Exceptions are filed to such report the Board, upon the expiration of the period for filing such Exceptions, may decide the matter forthwith upon the record, or may make other disposition of the case.

The Report on Challenged Ballots shall be consolidated with the Report on Objections in appropriate cases.

If Exceptions are duly filed, either to the Report on Challenged Ballots, Objections, or both if it be a consolidated report, or to conduct affecting the results of the election, and it appears to the Board that such Exceptions do not raise substantial and material issues with respect to the conduct or results of the election, the Board may decide the matter forthwith upon the record, or may make other disposition of the case. If it appears to the Board that such Exceptions raise substantial and material issues, the Board may direct the designated agent or other agent of the Board to issue, and cause to be served upon the parties, a Notice of Hearing on said Exceptions before a hearing officer. The hearing shall be conducted in accordance with the provisions of Sections 203.50, 203.51, and 203.52, insofar as applicable. Upon the close of the hearing, the agent conducting the hearing shall forward to the Board in Washington, D. C., the Notice of Hearing, motions, rulings, orders, stenographic report of the hearing, stipulations, Exceptions, documentary evidence, all of which, together with the Objection to the conduct of the election or conduct affecting the results of the election, the Report on such Objections, the Report on Challenged Ballots, and Exceptions to the Report on Objections or to the Report on Challenged Ballots, and the record previously made, shall constitute the record in the case. The Board shall thereupon proceed pursuant to Section 203.54.

Sec. 203.56. *Run-Off Elections*—(a) The agent designated pursuant to the provisions of Section 203.55 to conduct the election, shall conduct a run-off election, without further order of the Board, when the results in the election are inconclusive because no choice on the ballot in the election received a majority of the valid ballots cast and when no Objections are filed as provided in Section 203.55, provided that a written request by any representative entitled to appear on the run-off ballot pursuant to this Section is submitted to him within ten (10) days after the date of the election. Only one run-off election shall be held pursuant to this Section.

(b) Employees who were eligible to vote in the election and who are employed in an eligible category on the date of the run-off election shall be eligible to vote in a run-off election.

(c) The ballot in the run-off election shall provide for a selection between the two choices that receive the largest and the second largest number of valid votes cast in the election, except as provided in this subsection or otherwise directed by the Board.

⁴ This and the subsequent provisions of this section do not apply to elections conducted by the Regional Director as part of the investigation before hearing. (See footnote 3.) In such instances, the Regional Director, following the election, shall provide for an appropriate hearing upon due notice to all parties, unless it appears to him that the investigation should not be continued; and all issues, including issues with respect to the conduct of the election or conduct affecting the election results and issues raised by challenged ballots, shall be heard at such hearing.

(1) In the event the number of votes cast for "neither" in an inconclusive election in which the ballot provided for a choice among two representatives and "neither" is less than the number cast for one representative, but more than or equal to the number cast for the other representative, or if the votes are equally divided among the three choices, the run-off ballot shall provide for a choice between the two representatives.

(2) In the event the number of votes cast for "neither" in an inconclusive election in which the ballot provided for a choice among two representatives and "neither" is more than the number cast for either of the two representatives but the votes cast for the two representatives are tied and the combined number of votes cast for the two representatives is equal to or exceeds 50 percent of the total valid votes cast, the run-off ballot shall provide for a selection between the three choices afforded in the original ballot.

(3) In the event the number of votes cast for "none" in an inconclusive election, in which the ballot provided for a choice among three or more representatives and none," is equal to the number cast for the representative with the largest number of votes, or is less than the number cast for the representative with the largest number of votes but more than or the same as the number cast for the representative with the second largest number of votes as among representatives, or is the same as the number cast for each of the two highest representatives, the run-off ballot shall provide for a choice between the two representatives.

(4) In the event the number of votes cast for "none" in an inconclusive election, in which the ballot provided for a choice among three or more representatives and "none," is less than the number cast for the representative with the largest number of votes and more than the number cast for any other representative but an equal number of votes is cast for each of two or more such other representatives, the run-off ballot shall provide for a choice among the three or more representatives, provided, however, that in the event such run-off election is inconclusive no further run-off shall be conducted.

(5) No representative shall be accorded a place on the run-off ballot unless that representative received at least twenty percent of the valid votes cast in the election.

(d) Upon the conclusion of the run-off election, the agent who conducted the run-off election, the parties, and the Board shall proceed pursuant to Section 203.55, insofar as applicable.

SEC. 203.57. *Refusal to institute investigation; termination of investigation; appeals to Board from action of the Regional Director.*—(a) If, after a petition has been filed, it shall appear to the Regional Director that no investigation should be made, the Regional Director may decline to institute such investigation, and close the case. If, after an investigation has been instituted pursuant to Section 203.49, it shall appear to the Regional Director that further investigation should not be made, he may terminate the investigation and close the case at any time prior to issuance of an order transferring the case to the Board.

(b) If the Regional Director closes a case, pursuant to subsection (a) hereof, he shall so advise the petitioner in writing, accompanied by a simple statement of the procedural or other grounds. The petitioner may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., and filing a copy of such request with the Regional Director, within ten (10) days of notification of the close of the case. The request shall contain a complete statement setting forth the facts and reasons upon which the request is based.

SEC. 203.58. *Proceedings before Board; filing petition with Board; investigation upon motion of Board; transfer of petition and proceeding from Region to Board or to another Region; consolidation of proceedings in same Region; severance; procedure before Board in cases over which it has assumed jurisdiction.*—Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may—

(a) permit a petition requesting an investigation and certification to be filed with it, and may upon the filing of such petition proceed to conduct an investigation under Section 9 (c) of the Act, or direct a Regional Director, or other agent or agency to conduct such an investigation; or

(b) upon its own motion conduct, or direct any member, Regional Director, or other agent or agency to conduct an investigation under Section 9 (c) of the Act; or

(c) at any time after a petition has been filed with a Regional Director pursuant to Section 203.46, order that such petition and any proceeding which may have been instituted in respect thereto—

- (1) be transferred to and continued before it, for the purpose of consolidation with any proceeding which may have been instituted by the Board, or for any other purpose; or
- (2) be consolidated, for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same Region; or
- (3) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in such other Region, or for any other purpose; or
- (4) be severed from any other proceeding with which it may have been consolidated.

The provisions of this Subpart shall insofar as applicable, apply to proceedings conducted pursuant to subsections (a), (b), and (c) (1) of this Section, and the powers granted to the Regional Director in such provisions shall for the purpose of this Section be reserved to and exercised by the Board, or by the Regional Director, or other agent or agency, directed to conduct the investigation. After the transfer of any petition and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to subsection (c) (3) of this Section, the provisions of this Subpart shall apply to such proceedings as if the petition had originally been filed in the Region to which the transfer is made.

Subpart D

DESIGNATION OF REGIONAL DIRECTORS, EXAMINERS, AND ATTORNEYS AS AGENTS OF THE BOARD

Sec.	Sec.
203.59 Powers and duties of Regional Directors.	203.61 Powers and duties of attorneys.
203.60 Powers and duties of Field Examiners.	203.62 Special designation of agents.

SEC. 203.59. Powers and duties of Regional Directors.—All Regional Directors now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigations, in accordance with Section 9 (c) of the Act.

(c) To issue, cause to served, and amend complaints, in accordance with Section 10 (b) of the Act.

(d) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

SEC. 203.60. Powers and duties of Field Examiners.—All Field Examiners now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigation, in accordance with Section 9 (c) of the Act.

(c) To have access to and the right to copy evidence, and to administer oaths and affirmations, in accordance with Section 11 (1) of the Act.

SEC. 203.61. Powers and duties of attorneys.—All attorneys now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(a) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(b) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigation, in accordance with Section 9 (c) of the Act.

(c) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

SEC. 203.62. *Special designation of agents.*—The foregoing designations shall not be construed to limit the power of the Board to make such special designation of agents as may in its discretion be necessary or proper to effectuate the purposes of the Act.

Subpart E

SERVICE OF PAPERS

Sec.		Sec.	
203.63	Service of process and papers ; proof of service.	203.65	Filing of proof of service.
203.64	Same ; by parties ; proof of service.	203.66	Time ; additional time after service by mail.

SEC. 203.63. *Service of process and papers ; proof of service.*—Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same, setting forth the manner of such service, shall be proof of the same, and the return post-office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same.

SEC. 203.64. *Same ; by parties ; proof of service.*—Service of papers by a party on other parties shall be made by registered mail or in any manner provided for the service of papers in a civil action by the law of the State in which the hearing is pending. When service is made by registered mail, the return post-office receipt shall be proof of service. When service is made in any manner provided by such law, proof of service shall be made in accordance with such law.

SEC. 203.65. *Filing of proof of service.*—The person or party serving the papers or process on other parties in conformance with Sections 203.63 and 203.64 shall make proof of service thereof to the Board promptly and in any event within the time during which the parties are required to be served. Failure to make proof of service does not affect the validity of the service.

SEC. 203.66. *Time ; additional time after service by mail.*—In computing any period of time prescribed or allowed by these rules, the day of the act, event, or default after which the designated period of time begins to run, is not to be included. The last day of the period so computed is to be included, unless it is a Sunday or a legal holiday, in which event, the period runs until the end of the next day, which is neither a Sunday nor a legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Sundays and holidays shall be excluded in the computation. A half holiday shall be considered as other days and not as a holiday. Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after service of a notice or other paper upon him, and the notice or paper is served upon him by mail, three (3) days shall be added to the prescribed period.

Subpart F

CERTIFICATION AND SIGNATURE OF DOCUMENTS

Sec.		Sec.	
203.67	Certification of papers and documents.	203.68	Signatures of orders and complaints.

SEC. 203.67. *Certification of papers and documents.*—The Chief of the Order Section, or in the event of his absence or disability whosoever may be designated by the Board in his place and stead, shall certify copies of all papers and documents which are a part of any of the files or records of the Board as may be necessary or desirable from time to time.

SEC. 203.68. *Signatures of orders and complaints.*—The Chief of the Order Section, or in the event of his absence or disability whosoever may be designated by the Board in his place and stead, is hereby authorized to sign all orders of the Board, and sign and issue all complaints authorized to be issued by the Board.

Subpart G

RECORDS AND INFORMATION

Sec.

203.69 Files, records, etc. in exclusive custody of Board and not subject to inspection; formal documents and final opinions and orders subject to inspection.

Sec.

203.70 Same; Board employees prohibited from producing files, records, etc., pursuant to subpoena duces tecum, prohibited from testifying in regard thereto.

SEC. 203.69. *Files, records, etc. in exclusive custody of Board and not subject to inspection; formal documents and final opinions and orders subject to inspection.*—The formal documents described as the record in the case or proceeding and defined in Sections 203.38, 203.53, and 203.55 of these Rules and Regulations are matters of official record, and are available to inspection and examination by persons properly and directly concerned, during usual business hours, at the appropriate Regional Office of the Board or in Washington, D. C., as the case may be. True and correct copies thereof will be certified upon submission of such copies a reasonable time in advance of need and payment of lawfully prescribed costs; provided, however, that if the Board or the Regional Director with whom the documents are filed shall find in a particular instance good cause why a matter of official record should be kept confidential, such matter shall not be available for public inspection or examination. Application for such inspection, if desired to be made at the Board's offices in Washington, D. C., shall be made to the Chief of the Order Section, and if desired to be made at any Regional Office, shall be made to the Regional Director. The Chief of the Order Section or the Regional Director may, in his discretion, require that the application be made in writing and under oath and set forth the facts upon which the applicant relies to show that he is properly and directly concerned with such inspection and examination. Should the Chief of the Order Section or the Regional Director, as the case may be, deny any such application, he shall give prompt notice thereof, accompanied by a simple statement of procedural or other grounds.

All final opinions or orders of the Board in the adjudication of cases (except those required for good cause to be held confidential and not cited as precedents) and its Rules and Regulations are available to public inspection during regular business hours at the Board's offices in Washington, D. C. Copies may be obtained upon request made to any Regional Office of the Board at its address as published in the Federal Register, or to the Director of Information in Washington. Subject to the provisions of Sections 203.27 and 203.52 (c) of these Rules and Regulations, all files, documents, reports, memoranda, and records pertaining to the internal management of the Board or to the investigation or disposition of charges or petitions during the nonpublic investigative stages of proceedings and before the institution of formal proceedings, and all matters of evidence obtained by the Board or any of its agents in the course of investigation, which have not been offered in evidence at a hearing before a Trial Examiner or hearing officer or have not been made part of an official record by stipulation, whether in the Regional Offices of the Board or in its principal office in the District of Columbia, are for good cause found by the Board held confidential and are not matters of official record or available to public inspection, unless permitted by the Board, its Chairman, or any Regional Director.

SEC. 203.70. *Same; Board employees prohibited from producing files, records, etc., pursuant to subpoena duces tecum, prohibited from testifying in regard thereto.*—No Regional Director, Field Examiner, Trial Examiner, attorney, specially designated agent, member of the Board or other officer or employee of the Board shall produce or present any files, documents, reports, memoranda, or records of the Board or testify in behalf of any party to any cause pending in any court or before any Board, Commission, or other administrative agency of the United States or of any State, Territory, or the District of Columbia with respect to any information, facts, or other matter coming to his knowledge in his official capacity or with respect to the contents of any files, documents, reports, memoranda, or records of the Board, whether in answer to a subpoena, subpoena duces tecum or otherwise, without the written consent of the Board or the Chairman of the Board. Whenever any subpoena or subpoena duces tecum calling for records or testimony as described hereinabove shall have been served upon any such

persons or other officer or employee of the Board, he will, unless otherwise expressly directed by the Board or the Chairman of the Board, appear in answer thereto and respectfully decline by reason of this Rule to produce or present such files, documents, reports, memoranda or records of the Board or give such testimony.

Subpart H

PRACTICE BEFORE THE BOARD OF FORMER EMPLOYEES

Sec	Sec.
203.71	203.72
Prohibition of practice before Board of its former Regional employees in cases pending in Region during employment.	Same; application to former employees of Washington staff.

SEC. 203.71. *Prohibition of practice before Board of its former Regional employees in cases pending in Region during employment.*—No person who has been an employee of the Board and attached to any of its Regional Offices shall engage in practice before the Board or its agents in any respect or in any capacity in connection with any case or proceeding which was pending in any Regional Office to which he was attached during the time of his employment with the Board.

SEC. 203.72. *Same; application to former employees of Washington staff.*—No person who has been an employee of the Board and attached to the Washington staff shall engage in practice before the Board or its agents in any respect or in any capacity in connection with any case or proceeding pending before the Board or any Regional Offices during the time of his employment with the Board.

Subpart I

CONSTRUCTION OF RULES

Sec
203.73
Rules to be liberally construed.

SEC. 203.73. *Rules to be liberally construed.*—These Rules and Regulations shall be liberally construed to effectuate the purposes and provisions of the Act.

Subpart J

ENFORCEMENT OF RIGHTS, PRIVILEGES, AND IMMUNITIES GRANTED OR GUARANTEED UNDER SECTION 222 (f), COMMUNICATIONS ACT OF 1934, AS AMENDED, TO EMPLOYEES OF MERGED TELEGRAPH CARRIERS

SEC. 203.74. All matters relating to the enforcement of rights, privileges, or immunities granted or guaranteed under Section 222 (f) of the Communications Act of 1934, as amended, shall be governed by the provisions of Subparts A, B, D, E, F, G, H, I, and K of these Rules and Regulations, insofar as applicable, except that reference in Subpart B to "unfair labor practices" or "unfair labor practices affecting commerce" shall for the purposes of this Article mean the denial of any rights, privileges, or immunities granted or guaranteed under Section 222 (f) of the Communications Act of 1934, as amended.

Subpart K

AMENDMENTS

Sec	Sec.
203.75	203.77
Amendment or rescission of rules.	Action on petition.
203.76	
Petitions for issuance, amendment or repeal of rules.	

SEC. 203.75. *Amendment or rescission of rules.*—Any rule or regulation may be amended or rescinded by the Board at any time.

SEC. 203.76. *Petitions for issuance, amendment or repeal of rules.*—Any interested person may petition the Board, in writing, for the issuance, amendment,

or repeal of a rule or regulation. An original and three copies of such petition shall be filed with the Board in Washington, D. C., and shall state the rule or regulation proposed to be issued, amended or repealed, together with a statement of grounds in support of such petition.

SEC. 203.77. *Action on petition.*—Upon the filing of such petition, the Board shall consider the same, and may thereupon either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon, or make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice shall be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

APPENDIX G

GOVERNMENT PUBLICATIONS CONCERNING THE N. L. R. A.



APPENDIX G

GOVERNMENT PUBLICATIONS CONCERNING THE N. L. R. A.¹

Statutory Texts

National Labor Relations Act (including War Labor Disputes Act and pertinent extracts from the 1943 amendments to the Communications Act of 1934)-----	\$0. 10
Rules and Regulations (including National Labor Relations Act)-----	. 15
Statutes and Congressional Reports Pertaining to the N. L. R. B.-----	. 25

Annual Reports of the N. L. R. B.

Fifth Annual Report, for the fiscal year ended June 30, 1940-----	. 20
Sixth Annual Report, for the fiscal year ended June 30, 1941-----	. 20
Seventh Annual Report, for the fiscal year ended June 30, 1942-----	. 25
Eighth Annual Report, for the fiscal year ended June 30, 1943-----	. 35
Ninth Annual Report, for the fiscal year ended June 30, 1944-----	. 20
Tenth Annual Report, for the fiscal year ended June 30, 1945-----	. 25
Eleventh Annual Report, for the fiscal year ended June 30, 1946-----	. 35

Decisions and Orders of the N. L. R. B.

To date, 67 volumes of the Decisions and Orders of the National Labor Relations Board have been issued. They range in price from \$1.25 to \$3, with the exception of volume 1 which is \$4	
Table of Cases Decided, covering volumes 1-41-----	. 30
Digest of Decisions of the National Labor Relations Board, covering volumes 1-45-----	2. 25

Court Documents

Arguments in the Cases arising under the National Labor Relations Act before the Supreme Court of the United States, February 8-11, 1937-----	. 15
To date, four volumes of court decisions relating to the National Labor Relations Act have been issued. They range in price from \$1.25 to \$2 75, and cover the period through June 30, 1944.	

Special Studies

The Effect of Labor Relations in the Bituminous Coal Industry upon Interstate Commerce, N. L. R. B. Division of Economic Research Bulletin No. 2; 1938-----	. 20
Collective Bargaining in the Newspaper Industry, N. L. R. B. Division of Economic Research Bulletin No 3; 1938-----	. 30
Written Trade Agreements in Collective Bargaining, N. L. R. B. Division of Economic Research Bulletin No. 4; 1939-----	. 35
Studies of the Results of National Labor Relations Board Activities, a Summary of Operations Analysis, 1942-4-----	. 20
A Guide to the National Labor Relations Act, by Louis G. Silverberg; U. S. Department of Labor, Bulletin No. 81, 1946-----	. 15

Documents Out of Print

The first four Annual Reports of the N. L. R. B.	
Governmental Protection of Labor's Right to Organize, N. L. R. B. Division of Economic Research Bulletin No. 1, 1936.	

¹ Unless otherwise indicated, available at the Government Printing Office. Orders should be addressed to the Superintendent of Documents, Government Printing Office, Washington 25, D. C., and must be accompanied by cash.



APPENDIX H

REGIONAL OFFICES

The following listing presents the directing personnel, locations, and territories of the Board's Regional Offices.



APPENDIX H

REGIONAL OFFICES

First Region—Boston 8, Mass., Old South Building. Director, Bernard Alpert; attorney, Samuel G. Zack.

Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; Connecticut, except for Fairfield County

Second Region—New York 5, N. Y., 120 Wall Street. Director, Howard F. LeBaron; attorney, Alan F. Perl.

Fairfield County in Connecticut; Clinton, Essex, Warren, Washington, 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; Passaic, Bergen, Essex, Hudson, and Union Counties in New Jersey.

Third Region—Buffalo 2, N. Y., West Genesee Street, Genesee Building. Director, Wm. J. Isaacson; attorney, Francis X. Helgesen.

New York State, except for those counties included in the Second Region.

Fourth Region—Philadelphia 7, Pa., 1500 Bankers Securities Building. Director, Bennet F. Schauffler; attorney, Helen F. Humphrey.

New Jersey, except for Passaic, Bergen, Essex, Hudson, and Union Counties; New Castle County in Delaware; all of Pennsylvania lying east of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties.

Fifth Region—Baltimore 2, Md., 601 American Building. Director, Ross M. Madden; attorney, Earle K. Shawe.

Subregion—Room 902, Nissen Building, Fourth & Cherry Streets, Winston-Salem, N. C.

Kent and Sussex Counties in Delaware; Maryland; District of Columbia; Virginia; North Carolina; Jefferson, Berkeley, Morgan, Mineral, Hampshire, Grant, Hardy, and Pendleton Counties in West Virginia.

Sixth Region—Pittsburgh 22, Pa., 2107 Clark Building. Director, Frank M. Kleiler; attorney, Henry Shore.

All of Pennsylvania lying west of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties; Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Taylor, Doddridge, Preston, Lewis, Barbour, Tucker, Upshur, Randolph, Webster, and Pocahontas Counties in West Virginia.

Seventh Region—Detroit 26, Mich., 1332 National Bank Building. Director, Frank H. Bowen; attorney, Harold A. Craneheld.

Michigan, exclusive of Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Dickinson, Marquette, Menominee, Delta, Alger, Schoolcraft, Luce, Chippewa, and Mackinac Counties.

Eighth Region—Cleveland 13, Ohio, 713 Public Square Building. Director, Meyer S. Ryder; attorney, Thomas E. Shroyer.

Ohio, north of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont Counties.

Ninth Region—Cincinnati 2, Ohio, Ingalls Building, Fourth and Vine Streets. Director, Martin Wagner; attorney, Louis S. Penfield.

Subregion—108 East Washington Building, Indianapolis 4, Ind.

West Virginia, west of the western borders of Wetzel, Doddridge, Lewis, and Webster Counties, and southwest of the southern and western borders of Pocahontas County; Ohio, south of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont Counties; Kentucky; Indiana, south of Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties.

Tenth Region—Atlanta 3, Ga., 10 Forsyth Street Building. Director, Paul L. Styles; attorney, Paul S. Kuelthau.

South Carolina; Georgia; Florida, east of the eastern borders of Franklin, Liberty, and Jackson Counties; Alabama, north of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Tennessee, east of the eastern borders of Hardin, Decatur, Benton, and Henry Counties.

Thirteenth Region—Chicago 3, Ill., Midland Building, Room 2200, 176 West Adams Street. Director, George J. Bott; attorney, Josef Hektoen.

Subregion—Federal Building, 517 East Wisconsin Avenue, Milwaukee, Wis. Lake, Porter, LaPorte, St. Joseph, Elkhart, Lagrange, Noble, Steuben, DeKalb, Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties in Indiana; Illinois, north of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Wisconsin, east of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Fourteenth Region—St. Louis 1, Mo., International Building, Chestnut and Eighth Streets. Director, Robert Frazer; attorney, Charles K. Hackler.

Illinois, south of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Missouri, east of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties.

Fifteenth Region—New Orleans 12, La., 818 Richards Building. Director, John F. LeBus; attorney, Charles P. Barker.

Subregion—Federal Building, Memphis 3, Tenn.

Louisiana; Arkansas; Mississippi; Tennessee, west of the eastern borders of Hardin, Decatur, Benton, and Henry Counties; Alabama, south of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Florida, west of the eastern borders of Franklin, Liberty, and Jackson Counties.

Sixteenth Region—Fort Worth 2, Tex., 807 Sinclair Building. Director, Edwin A. Elliott; attorney, Elmer P. Davis.

Subregion—306 Coles Building, El Paso, Tex.

Texas; Oklahoma; New Mexico.

Seventeenth Region—Kansas City 6, Mo., 903 Grand Avenue, Temple Building. Director, C. Edward Knapp; attorney, Robert S. Fousek.

Subregion—Colorado Building, Denver 2, Colo.

Missouri, west of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties; Kansas; Nebraska; Colorado; Wyoming.

Eighteenth Region—Minneapolis 4, Minn., Wesley Temple Building. Director, James M. Shields; attorney, Stephen M. Reynolds.

Minnesota; North Dakota; South Dakota; Iowa; Wisconsin, west of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Nineteenth Region—Seattle 1, Wash., 806 Vance Building. Director, Thomas P. Graham, Jr.; attorney, Daniel R. Dimick.

Subregion—Corbett Building, Portland, Ore.

Washington; Oregon; Montana; Idaho; Territory of Alaska.

Twentieth Region—San Francisco 3, Calif., 1095 Market Street. Director, Joseph E. Watson; attorney, John P. Jennings.

Nevada; Utah; California, north of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.

Twenty-first Region—Los Angeles 14, Calif., 111 West Seventh Street. Director, Hugh E. Sperry; attorney, Maurice J. Nicoson.

Arizona; California, south of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.

Twenty-third Region—Honolulu 2, T. H., 341 Federal Building. Director, Arnold L. Wills.

Territory of Hawaii.

Twenty-fourth Region—San Juan 22, P. R., Puerto Rico Labor Relations Board, 5 Deposito Street. Agent, Fernando Sierra.

Puerto Rico.