FOURTEENTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED JUNE 30

1949

FOURTEENTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED JUNE 30

1949

UNITED STATES GOVERNMENT PRINTING OFFICE
WASHINGTON, D. C. • 1950

For sale by the Superintendent of Documents, U. S. Government Printing Office
Washington 25, D. C. - Price 60 cents

NATIONAL LABOR RELATIONS BOARD

PAUL M. HERZOG, *Chairman*

JOHN M. HOUSTON
ABE MURDOCK
JAMES J. REYNOLDS, JR.
J. COPELAND GRAY

FRANK M. KLEILER, *Executive Secretary*
IDA KLAUS, *Solicitor*
WILLIAM R. RINGER, *Chief Trial Examiner*
LOUIS G. SILVERBERG, *Director of Information*

Office of the General Counsel

ROBERT N. DENHAM, *General Counsel*

GEORGE J. BOTT, *Associate General Counsel*
DAVID P. FINDLING, *Associate General Counsel*
JOSEPH C. WELLS, *Associate General Counsel*

CARROLL K. SHAW, *Director, Division of Administration*

LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., January 2, 1950.

SIR: As provided in section 3 (c) of the Labor Management Relations Act, 1947, I submit herewith the Fourteenth Annual Report of the National Labor Relations Board for the year ended June 30, 1949, 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.

TABLE OF CONTENTS

LIST OF TABLES

Tables Appearing in Chapters IV and V

Tables Appearing in Appendix A

LIST OF CHARTS

I

L. M. R. A.: Second Year

THE Labor Management Relations Act, 1947, had been in effect 22 months when the National Labor Relations Board closed the fiscal year ending June 30, 1949. However, due to the reorganization of the agency made necessary by the new law, and because of the time required by labor organizations to comply with the filing requirements of the statute, no significant amount of actual case activity took place during the early months of the first fiscal year. Thus, while fiscal 1949 was the second year in which the Board had been engaged in administering the amended act, it was the first full fiscal year of operation under the new law.

This first full fiscal year proved to be the busiest in the 14-year history of the agency. While there were fluctuations in certain phases of the Board's activities, the agency processed the greatest number of cases in its history. During the fiscal year ended June 30, 1949, the agency closed a total of 32,796 cases of all types. This compares with 14,456 cases of all types closed in fiscal 1947, the Board's last and busiest year under the National Labor Relations Act before amendment. Of the cases closed in 1949, a total of 4,664 were unfair practice cases, 9,245 were representation cases and 18,887 were union-shop authorization cases.

The agency succeeded during the 1949 fiscal year in reducing its backlog of cases awaiting action by more than half. It ended the 1949 fiscal year with 5,722 cases of all types on its docket, a reduction of approximately 55 percent from the 12,644 cases on docket July 1, 1948, most of which were union-shop authorization cases.

The five-member Board, the decision-making body of the agency, [1] issued formal decisions in a total of 3,365 cases during the 1949 fiscal year. This was an increase of 64 percent over the 2,054 cases decided the previous fiscal year. Of these, 484 were unfair labor practice cases; 2,498 representation cases; and 383 union-shop cases.

The Office of the General Counsel, which is responsible for the investigation and prosecution of unfair labor practice cases, issued formal

[1] The reorganization of the Board under the Labor Management Relations Act is discussed in the Thirteenth Annual Report, pages 1 to 11.

complaints in 617 such cases. This was more than double the 305 cases in which complaints were issued during fiscal 1948. The General Counsel's field staff conducted a total of 20,720 elections of all types, in which a total of 2,341,456 employees were eligible to vote. This compares with 21,277 elections, with 2,245,734 eligible to vote, that were conducted during fiscal 1948.

The Division of Trial Examiners, which conducts hearings in unfair labor practice cases, held hearings in 414 such cases during the 1949 fiscal year. This was an increase of 132 percent over the 178 unfair practice cases in which hearings were conducted during the 1948 fiscal year. The trial examiners issued intermediate reports, setting forth their findings and recommendations, in 328 cases during fiscal 1949. This was an increase of approximately 154 percent over the 129 cases in which intermediate reports were issued during the 1948 fiscal year.

1. Changes in the Character of the Board's Case Load

The reduction of the agency's backlog of pending cases resulted from two major factors. One was the speeding up and streamlining of Board procedures for the processing of cases, both in the field and with the Board in Washington. The other factor was a sharp decline in the filing of petitions for union-shop authorization polls. Such a poll—to determine whether the employees wish to authorize their union to negotiate a union-shop contract requiring all employees to join the union—is required before a union may legally make such a contract.

Charges of unfair labor practices were filed in a total of 5,314 cases, the second largest number in Board history. The all-time peak is 6,807 filed in fiscal 1938. The 1949 filings, however, represent an increase of approximately 48 percent over the 3,598 filed in fiscal 1948 and an increase of more than 26 percent over the unfair practice cases filed in 1947, the last year of the Wagner Act. The representation cases of all types filed during the 1949 fiscal year numbered 8,370, an increase of approximately 19 percent over the 7,038 filed in fiscal 1948. While running well above the average of the Wagner Act years, this was considerably below the record of 10,677 such cases filed in fiscal 1947, the last year before amendment of the Act.

2. Types of Unfair Labor Practice Charges

Of the 5,314 unfair practice cases filed during the 1949 fiscal year, 4,154, or approximately 78 percent, involved charges against employers. In the remaining 1,160 cases, charges of unfair practices were leveled against unions.

The most common charge against employers was that of discriminating in employment on a basis of union membership or lack of it. This

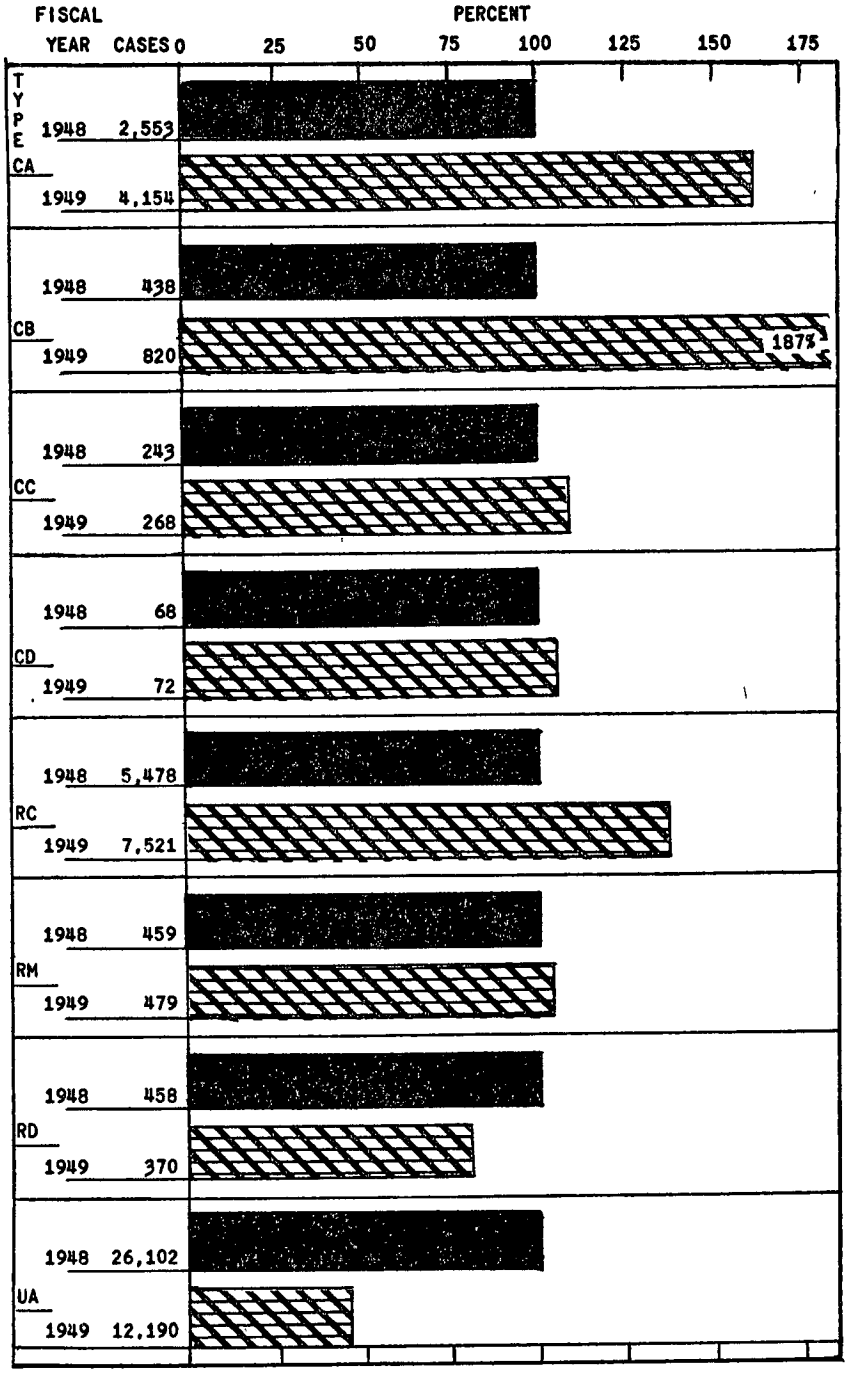


Chart 1.--Comparison of cases filed in Fiscal 1948 and 1949, by type of case, 1948 = 100%

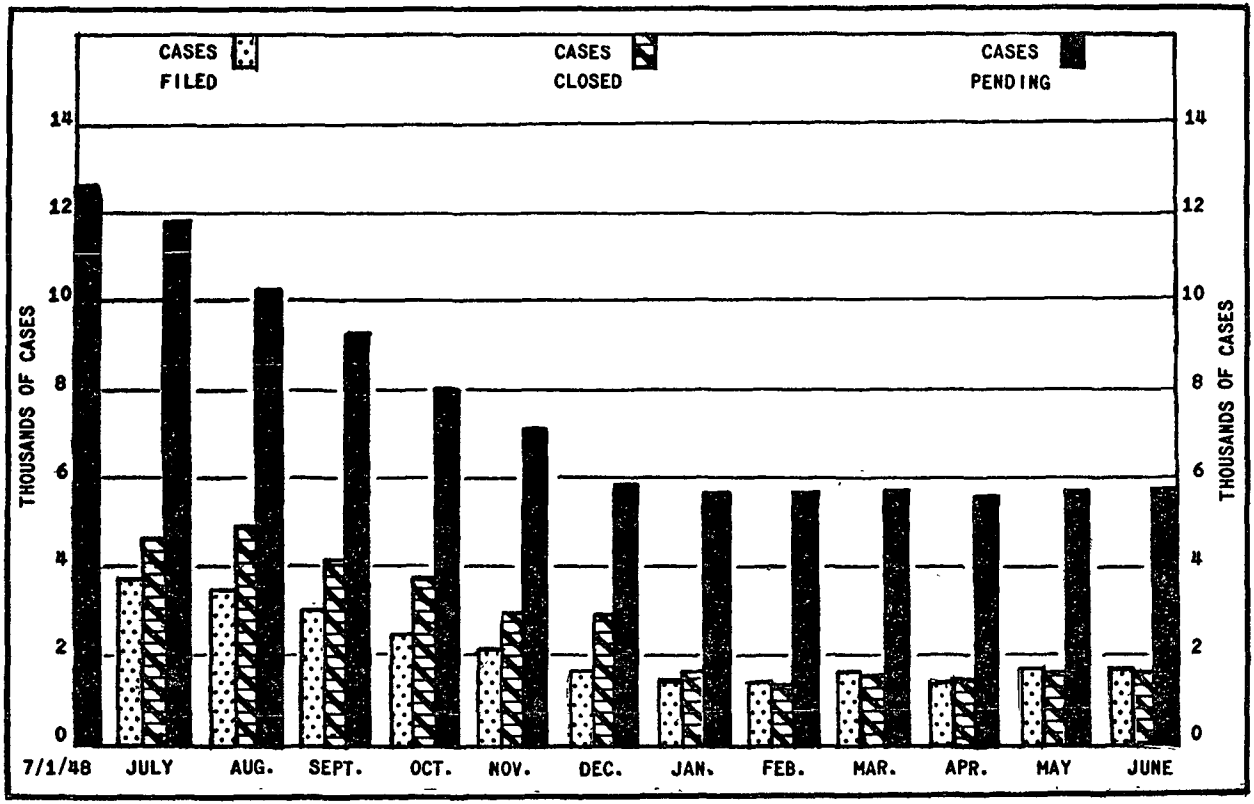


Chart 2.--Total number of charge, representation, and union security authorization cases filed, closed, and pending, July 1, 1948-June 30, 1949

was charged in 2,863 cases, or 68.9 percent of the cases against employers. The next most common charge against employers was refusal to bargain with the representative chosen by their employees. This was charged in 1,070 cases, or approximately 26 percent. In 534 cases, employers were accused of interfering in the formation of a labor organization among their employees, or of dominating such an organization.

The most common charge against labor organizations also involved discrimination in employment. Unions were accused of causing or attempting to cause an employer to discriminate against employees on the basis of union membership or lack of it in 675 cases, or 58.2 percent of the cases against unions. The next most common charge against unions was restraint or coercion of employees. This was alleged in 644 cases. Charges of secondary boycott were made in 252 cases, or approximately 22 percent of the cases against unions. Unions were charged with engaging in jurisdictional strikes or boycotts in 72 cases.

Employers filed 238 out of 252 cases in which unions were charged with engaging in illegal secondary strikes or boycotts. Employers also filed 58 out of 72 cases in which unions were charged with engaging in illegal jurisdictional disputes. Nearly half of all charges against unions were filed by individuals. The charges by individuals against unions involved almost entirely unfair labor practices other than secondary boycotts or jurisdictional disputes. Of the 820 cases in which unions were charged with these other unfair practices, such as illegal discrimination, restraint or coercion of employees, or refusal to bargain collectively, 559 were filed by individuals. Employers filed 200 of the cases involving these charges, while labor organizations filed the remaining 61. Of the unions filing unfair practice charges against other unions, AFL affiliates filed 29, CIO affiliates 15, and unaffiliated labor organizations 17.

Of the 4,154 cases filed against employers, labor organizations filed 2,685, or approximately 64 percent. The remaining 36 percent was filed by individual employees. Of the cases filed against employers by unions, 1,485 were filed by AFL affiliates, 764 by CIO affiliates, and 436 by unaffiliated unions.

Board's rulings in unfair labor practices during the 1949 fiscal year are discussed in chapter III and rulings of the various courts are discussed in chapter IV.

3. Remedial Actions in Unfair Practice Cases

In remedying unfair practices of both employers and unions under the Labor Management Relations Act, the Board has employed remedies similar to those fashioned under the Wagner Act. Among

the most commonly used remedies have been (1) to order a union or an employer, as the case may be, to post notices stating that the acts found illegal will not be repeated in the future; (2) to order the resumption of collective bargaining; (3) to order disestablishment of a labor organization found to be dominated by an employer; (4) to order the employer to cease recognizing a union which he is found to have supported or assisted illegally; (5) to order reinstatement of employees found to have been discriminatorily discharged; and (6) to order an employer or a union, or both, jointly and severally, to reimburse an employee for any wages he may have lost as a result of illegal discrimination.

During the fiscal year 1949, a total of 1,994 employees received back-pay awards totaling $605,940 to reimburse them for loss of wages suffered as result of discrimination. In the same period, a total of 1,458 employees were reinstated in their jobs to remedy discriminatory discharges, and 96 other employees were placed on preferential hiring lists. Most of the employees reinstated or placed on preferential hiring lists were also among those receiving back pay. Of the back-pay awards, $597,710 were made by employers, while awards totaling $8,230 were made in cases in which unions were charged with unfair practices. Because some of the payments in these latter cases were made jointly by unions and employers who were also charged with unfair practices in companion cases, no precise figures are available on the exact amount of back-pay awards made by unions.

As a result of Board action, collective bargaining was resumed in a total of 228 cases in which the employer had been charged with refusal to bargain, and in 13 cases in which the union had been charged with refusal to bargain.

Unions found to be dominated by employers were disestablished in 38 cases.

Notices promising cessation of illegal practices were posted by employers in 778 cases, and by unions in 75 cases.

4. Collective Bargaining Elections and Results

During the fiscal year 1949, the Board closed a total of 9,245 representation cases of all types. In 2,434 of these cases, the petitions were withdrawn by the petitioner after Board investigation, and in 1,379 cases, the petition was dismissed, either before or after the holding of an election.

A total of 5,646 elections were held to determine employees' desires as to collective bargaining representatives. An overwhelming percent of these elections were conducted pursuant to the agreement of all parties. Bargaining representatives were selected in 3,939 elections, or approximately 71 percent of those conducted. The employees

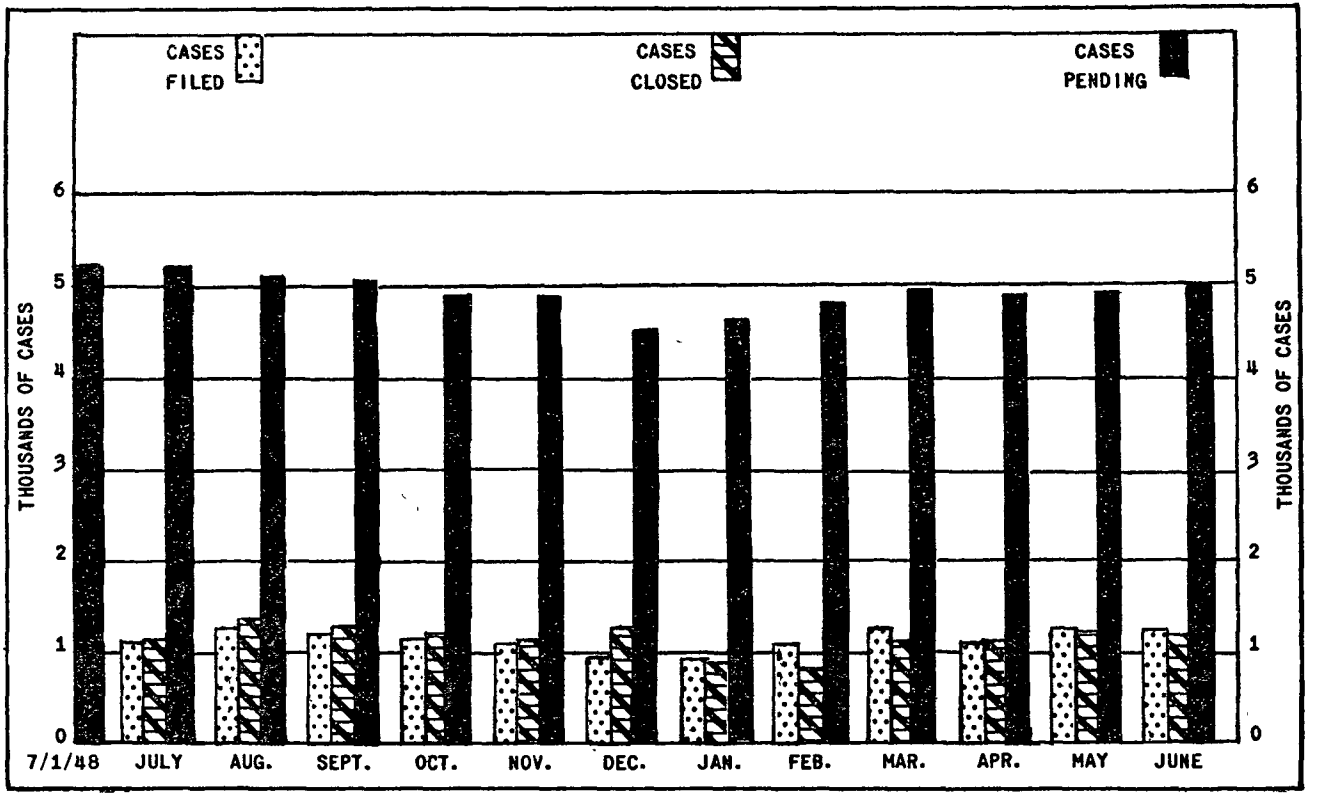


Chart 3.--Total number of charge and representation cases filed, closed, and pending July 1, 1948-June 30, 1949

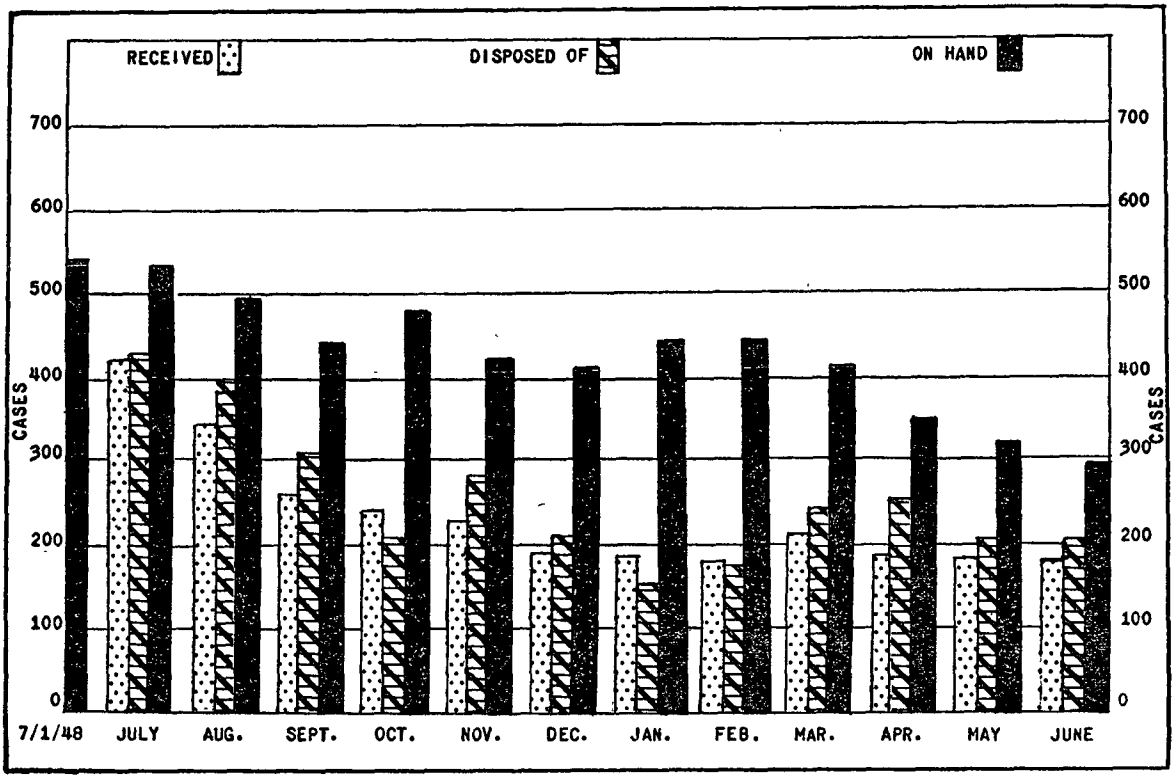


Chart 4. --Total number of charge, representation and union security authorization cases received by the Board Members, disposed of by the Board Members, and on hand before the Board members, July 1, 1948-June 30, 1949

rejected bargaining representation in 1,625 elections. Approximately 77 percent of the collective bargaining elections were held on the basis of agreements reached between the parties, without recourse to the formal procedures of the Board in Washington.

Unions affiliated with the American Federation of Labor won 2,092 out of 3,399 representation elections in which they participated during the 1949 fiscal year, or approximately 62 percent. This is approximately the same percentage of elections won by AFL unions in fiscal 1947, the last year of the Wagner Act, when they were selected as bargaining representative in 2,196 out of 3,581 elections in which they participated. Unions affiliated with the Congress of Industrial Organizations won 858 out of 1,546 elections in which they participated, or approximately 55 percent. This compares with victories in 63 percent of the elections in which they participated in fiscal 1947, when CIO unions were selected as bargaining representatives in 2,138 out of the 3,410 elections in which they took part. Unaffiliated unions won 939 out of 1,311 elections in which they participated, or approximately 72 percent. This compares with victories in 65 percent of the 1947 elections, when they participated in 1,317 and won 860.

In the 5,646 representation elections of all types conducted by the Board, a total of 607,534 employees were eligible to vote. Valid ballots were cast by 533,326, or approximately 88 percent of those eligible. Of those voting, 387,176, or approximately 73 percent, cast ballots in favor of union representation, while the remaining 146,150 cast ballots against representation. In these elections, CIO affiliates polled a total of 162,592 valid ballots, AFL affiliates 133,323, and unaffiliated unions 91,261.

In 406 elections in which AFL unions and CIO unions competed for the right to represent the same groups of employees, the AFL won 162 and the CIO won 175. Twelve of the elections were won by unaffiliated unions, and in 57 of the elections the employees rejected any bargaining representative. In competition with unaffiliated unions, AFL affiliates won 76 out of 204, while the unaffiliated unions won 97, and in 9 no bargaining representative was selected. CIO affiliates, in competition with unaffiliated unions, won 47 out of 163 such elections, while the unaffiliated unions won 94, and in 12 no bargaining representative was chosen.

Of the representation elections, a total of 132 were held as a result of petitions to decertify a currently recognized or certified union. The employees voted to retain the union in 50 of these elections. AFL affiliates won 22 out of the 54 such elections in which they participated. CIO affiliates won 25 out of 62, while unaffiliated unions won 3 out of 17. A total of 18,773 employees were eligible to vote in these elections, and 17,078, or 91 percent, cast valid ballots. Of all

856215—50——2

ballots cast, 9,816, or approximately 57 percent, were cast in favor of retaining the bargaining representative.

A total of 157 of the representation elections were held as a result of petitions filed by employers. The employees voted in favor of bargaining representation in 100, or approximately 64 percent, of these employer-requested elections. The employees voting cast a total of 25,831 ballots in favor of union representation. This was 84 percent of the 30,817 valid ballots cast and 70 percent of the 36,774 employees eligible to vote.

In 137 of the elections requested by employers, only 1 union sought to represent the employees. The union won in 83 of these 1-union elections, or approximately 61 percent. Of the 20 employer-requested elections in which more than 1 union competed for bargaining rights, the employees voted for union representation in 17 elections, or 85 percent. CIO unions won 9 of these competitive elections, AFL 5, and unaffiliated 3.

Unions affiliated with the American Federation of Labor participated in 103 of the 157 elections held on employer petitions. They won 58, or approximately 56 percent of those in which they took part. Unions affiliated with the Congress of Industrial Organizations participated in 44 and won 28, or approximately 64 percent of those in which they took part. Unaffiliated unions took part in 24 and won 14, or 58 percent of those in which they took part.

Board rulings in representation cases during the 1949 fiscal year are discussed in chapter II.

5. Results of Union Shop Authorization Polls

A total of 1,733,922 employees were eligible to vote in the 15,074 polls conducted by the Board to determine whether the employees wished to authorize their union to negotiate a union-shop contract requiring all employees to join the union as a condition of continued employment. Of these eligible employees, 1,471,092, or approximately 84.8 percent, cast valid ballots, of which 1,381,829, or 93.9 percent, cast ballots in favor of union-shop conditions. In 14,581 elections, or 96.7 percent of those conducted, the employees authorized the negotiation of union-shop contracts.

AFL affiliates won 10,448, or 96.5 percent of the 10,830 in which they participated. A total of 896,893 were eligible to vote in these elections, and the AFL unions polled a total of 728,227 ballots.

CIO affiliates won 1,979 out of 2,024, or 97.8 percent. In these elections, a total of 596,318 employees were eligible to vote, and the CIO unions participating polled a total of 475,588 valid ballots.

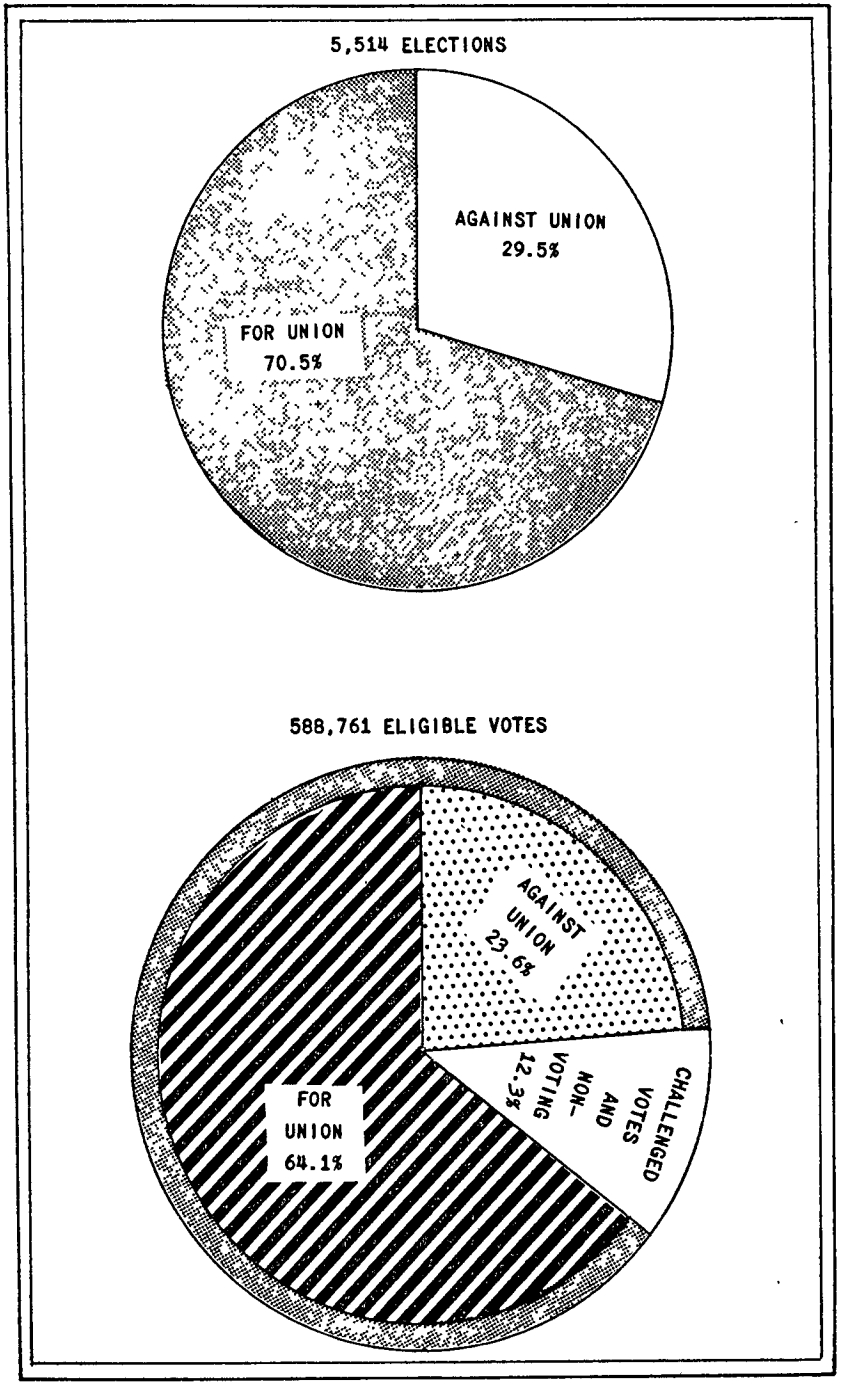
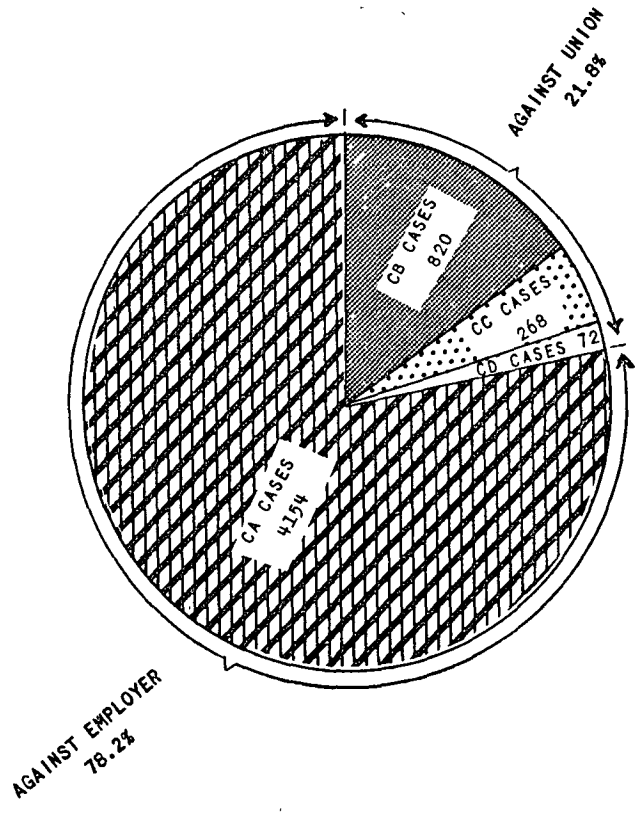


Chart 5.--Collective bargaining elections held during the fiscal year 1949



TYPES OF CASES

CA-Employer unfair labor practices.
CB-Union unfair labor practices.
CC-Union unfair labor practices involving injunction.
CD-Union unfair labor practices involving boycotts and strikes arising from jurisdictional disputes.

Chart 6.--Unfair labor practice cases filed against employers and unions, July 1, 1948-June 30, 1949

Unaffiliated unions won 2,154 out of 2,220, or 97 percent. A total of 240,711 employees were eligible to vote in these elections, and the unaffiliated unions polled a total of 178,014 valid ballots.

6. Non-Communist Affidavits

In order to have access to the agency's processes, a labor organization is required by the act to file certain annual financial reports,[2] and affidavits by each of their officers swearing that they are not Communists nor supporters or advocates of subversive movements.[3] An official must file a new affidavit each year, and if any officer is replaced his successor must file an affidavit. Unions which have failed to comply with the filing and affidavit requirements may participate only in one type of election—a decertification election, to determine whether the employees wish to revoke the authority of the union to act as their bargaining representative. The Board also will recognize a valid contract held by a noncomplying union as a bar to a representation election sought by a competing bargaining representative. A noncomplying union also may be prosecuted for unfair labor practices under the act. Details of the Board's ruling on these matters are set forth in chapters II and III.

At the close of the 1949 fiscal year, 186 national and international unions had qualified to use the services of the Board by satisfying the filing requirements of the act. To qualify these unions, a total of 2,073 officers had filed the non-Communist affidavits. Of the unions in compliance, 98 were affiliates of American Federation of Labor, 34 affiliates of Congress of Industrial Organizations, and 54 were independent.

On June 30, 1949, a total of 9,073 local unions were in full compliance with the affidavit and filing requirements.[4] To qualify these unions, officials holding a total of 84,027 union offices had filed non-Communist affidavits.

Altogether, a total of 16,967 local unions have met the affidavit and filing requirements of the act at one time or another between the effective date of the amendments, August 22, 1947, and June 30, 1949. As of June 30, a total of 7,866 had permitted their filings or affidavits to lapse, and 28 were unable to complete compliance because their national union had failed to meet all the requirements.

---

[2] A labor organization also must distribute its financial report to its members and file with the Board a certificate reporting the method by which the distribution was made.

[3] The text of the affidavit for non-Communist union officers is as follows "The undersigned, being duly sworn, deposes and says: (1) I am a responsible officer of the union named below, (2) I am not a member of the Communist Party or affiliated with such party; (3) I do not believe in, and I am not a member of nor do I support any organization that believes in or teaches, the overthrow of the United States Government by force or by any illegal or unconstitutional methods " Filing of a false or fraudulent affidavit is punishable under section 35 (A) of the criminal code

[4] For a local union to achieve full compliance, the national or international union with which the local is affiliated also must be in full compliance.

Up to June 30, 1949, officials holding a total of 168,519 offices in unions had filed affidavits that they are not Communists nor advocates of subversive movements.

7. Case Activities of the Five-Member Board

The fiscal year 1949 was the first full fiscal year of operation by the Board with five members. (Under the National Labor Relations Act, there were only three members.) It also was the first full fiscal year of operation by the Board members under the panel system by which the five-member Board delegates to panels of three members the full power to decide cases which do not involve important or novel questions of policy.[5]

Under the panel system, the Board issued formal decisions in a total of 3,365 cases of all types. This was an increase of 64 percent over the 2,054 decisions issued during fiscal year 1948 and an increase of nearly 68 percent over the 2,005 cases decided during fiscal 1947, the last full year of the three-member Board.

Of the cases decided during the 1949 fiscal year, 2,498 were representation cases. This was an increase of approximately 38 percent over the 1,812 decided by the three-member Board in fiscal 1947. The Board also issued decisions in 484 unfair practice cases. This was an increase of approximately 151 percent over the 193 unfair practice cases decided in fiscal 1947. In addition, during the 1949 fiscal year the Board issued decisions in 383 union-shop authorization cases.

Of the unfair practice cases decided by the Board, 420 involved charges of unfair labor practices against employers and 64 involved charges of unfair labor practices against unions. Of the cases involving charges against employers, 193 were cases which were filed before amendment of the National Labor Relations Act, and 227 were cases arising under the amended act.

During the 1949 fiscal year, the Board members reduced their backlog of pending cases despite an increase of 27 percent in the number of cases reaching the Board itself. They began the fiscal year with a total of 541 cases of all types pending before them. Of these, 400 were representation cases and 141 were unfair labor practice cases. They closed the year June 30, 1949, with a total of 292 cases of all types pending. This was a reduction of 46 percent in the backlog of pending cases. Of the cases pending at the year's end, 191 were representation cases and 101 were unfair labor practice cases. The five-member Board received a total of 2,782 cases of all types during the 1949 fiscal year. This compared with 2,181 received during the 1948 fiscal year.

[5] The operation of the panel system which was established by the Board in February 1948, under authority of section 3 (b) of the amended act, is discussed more fully on pp. 7 and 8 of the Board's Thirteenth Annual Report.

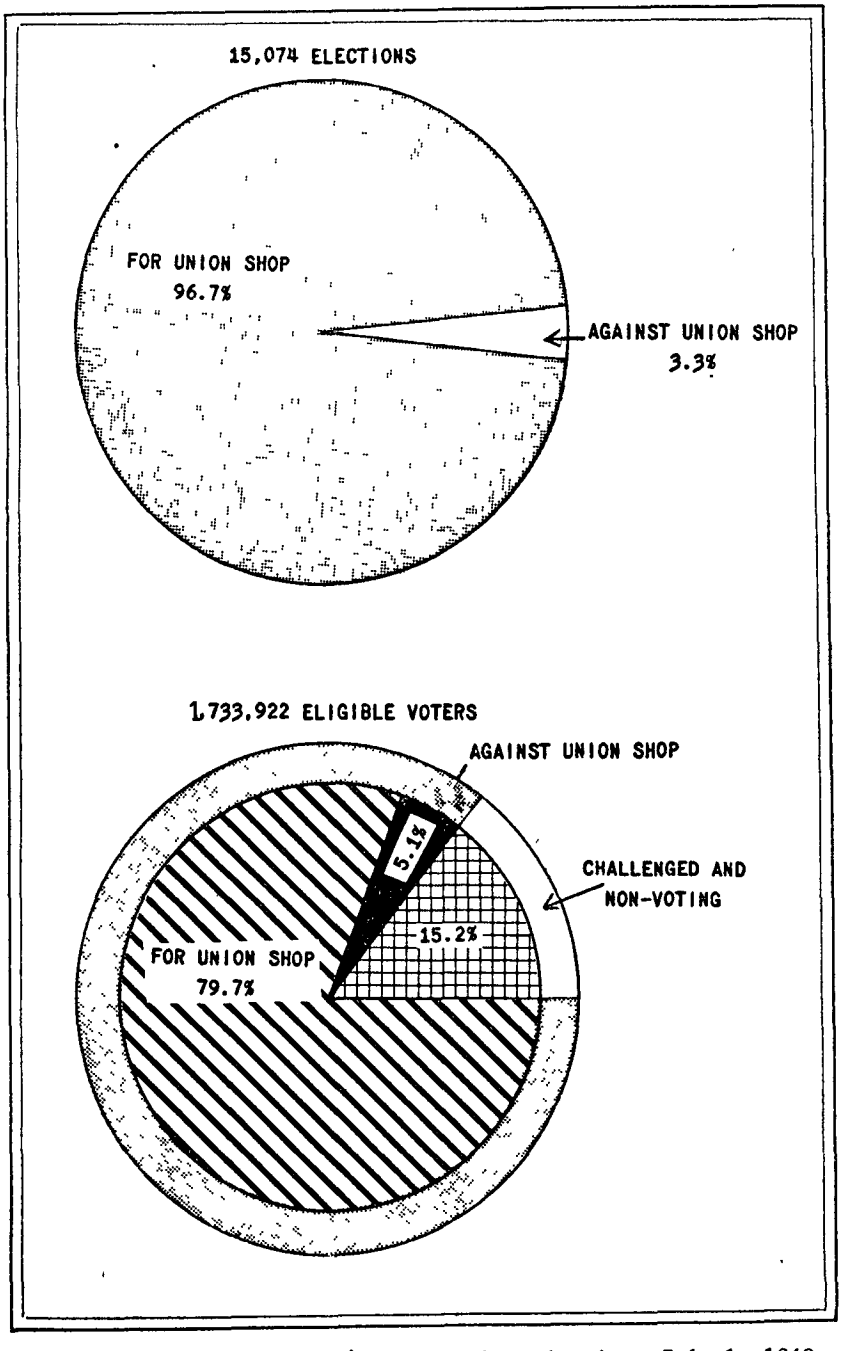


Chart 7.--Union Security Authorization Elections July 1, 1948-June 30, 1949

8. Activities of the Office of General Counsel

The General Counsel of the National Labor Relations Board has the sole and independent responsibility of investigating charges of unfair labor practices, issuing complaints in cases where his investigators find evidence of violation, and prosecuting the cases before the Board. Also, under an arrangement between the five-member Board and General Counsel,[6] his field staff has authority to act as agents of the Board in the preliminary investigation of representation and union-shop cases, to effect settlements or adjustments in such cases, and to conduct hearings on the issues involved. The five-member Board, however, makes decisions in all contested representation and union-shop cases.

A. Representation and Union-Shop Cases

The field staff closed a total of 7,539 representation cases during the 1949 fiscal year, most of them pursuant to agreement by all parties. This was approximately 82 percent of the 9,245 representation cases closed by the agency during the year. The remainder of the representation cases were closed by action of the Board members. The General Counsel's field staff conducted hearings in a total of 1,821 representation cases. This was an increase of 57 percent over the 1,159 such hearings conducted during the 1948 fiscal year.

Of the cases closed before reaching the five-member Board, 7,017 were closed by the field staff without the necessity of formal action. Of these, 4,219 were adjusted by the conduct of elections agreed to by the parties or by recognition of the candidate bargaining agent. Petitions for elections were withdrawn in 2,117 cases, and they were dismissed, subject to appeal to the five-member Board, in 639 cases.

The field staff also closed a total of 18,887 union-shop cases. Of these, 16,356 were adjusted in the field. This was done by the conduct of elections agreed to by the parties in 15,578 cases, and by elections directed by the regional director in 778 cases. In an additional 2,183 cases, the petitions for union-shop authorization elections were withdrawn, and in 320 the petitions were dismissed.

B. Unfair Practice Cases

In the capacity of prosecutor of unfair labor practices, the General Counsel's staff closed a total of 4,664 unfair practice cases of all types. This was an increase of 28 percent over the 3,643 such cases closed during the 1948 fiscal year. The General Counsel issued complaints

[6] *Statement of Delegation of Certain Powers of National Labor Relations Board to General Counsel of National Labor Relations Board*, 13 *Federal Register* 654, published in the *Federal Register* February 13, 1948. The delegation is discussed in the Thirteenth Annual Report, pp. 9–11

in a total of 617 cases in which he found evidence to support charges of violation of the act. This is an increase of approximately 102 percent over the 305 cases in which complaints were issued during the 1948 fiscal year. During the 1949 fiscal year complaints were issued in 142 cases involving charges of unfair labor practice against labor organizations. Complaints charging employers with unfair practices were issued in a total of 475 cases.

A total of 4,199 unfair practice cases were closed after investigation without the necessity of formal action; this represented 90 percent of all cases closed. Of these, 951 were adjusted in the field. The charges were withdrawn in 2,151 cases, and in 1,086 cases the charges were dismissed. Of the cases dismissed, 853 involved charges against employers. These constituted approximately 23 percent of all cases against employers which were closed. A total of 233 cases involving charges against unions were dismissed. These constituted approximately 25 percent of the cases against unions which were closed.

C. Injunctions

Section 10 (1) of the amended act requires the General Counsel to seek a Federal District Court injunction whenever he has "reasonable cause to believe" that a charge of secondary boycott or certain other specified unfair labor practices is true. The act confers discretion to seek such injunctions in the case of jurisdictional disputes or any other type of unfair labor practice.

During the 1949 fiscal year, the General Counsel petitioned United States District Courts in various sections of the United States and the Territory of Alaska for a total of 32 injunctions of all types. This compares with 21 injunctions sought under the law during the 1948 fiscal year. Of the injunctions sought in fiscal 1949, all were against labor organizations. Two were sought under discretionary provisions of the act and the remaining 30 were sought under the mandatory provisions of section 10 (1). Of the injunctions sought at the General Counsel's discretion, one was sought in a jurisdictional dispute and the other in connection with the 1948 coal strike. All of the mandatory injunctions except one were requested to halt alleged secondary boycotts. The exception was a case in which a union was charged with attempting to induce employees to strike after another union had been certified by the Board as the bargaining representative for the employees. Three of the cases in which injunctions were sought to halt secondary boycotts also involved charges of jurisdictional disputes.

Of the injunctions requested, 16 were granted and 4 were denied during the fiscal year. Four others were withdrawn or dismissed after settlement or the cessation of the alleged illegal conduct. Three

were dissolved following the issuance of Board decisions in the cases. The remaining cases were pending at the close of the fiscal year.

Under section 10 (e) of the act, an injunction was obtained to prevent an employer company from disposing of its assets until it had made provision for meeting its liabilities under an order of the Board directing it to reimburse employees for wages lost as a result of discriminatory discharges. Claims of the employees in the case were estimated at $40,000.

Injunction litigation conducted by the General Counsel during the fiscal year is discussed more fully in chapter V.

9. Division of Trial Examiners

The Board's Division of Trial Examiners maintained a staff of 40 trial examiners during the fiscal year ended June 30, 1949. The trial examiners issued intermediate reports in a total of 328 cases during the 1949 fiscal year. The reports were issued in 86 cases involving unfair labor practice charges against employers filed under the Wagner Act; in 185 cases involving charges of unfair labor practices against employers under the Labor Management Relations Act; and in 57 cases involving charges of unfair labor practices against unions.

During the year, the trial examiners conducted hearings in a total of 414 cases. The hearings ran to a total of 1,562 hearing days. The average length of a hearing was 4.72 days. The actual length of individual hearings, however, varied widely from a fraction of a day to 52 actual hearing days in one case.

In most cases, particularly those arising under the Labor Management Relations Act, the trial examiners' findings or recommended order, or both, were contested by the parties before the Board members, but in 44 cases the trial examiners' recommendations were accepted by the parties without contest. In the latter cases, the trial examiners' recommendations automatically become Board decisions under the amended statute.

II

Representation Cases

THIS chapter outlines the major principles of law and policy by which the Board determines the issues in cases arising under section 9 of the act, as reflected in decisions issued during the fiscal year ending June 30, 1949.[1]

There are two types of cases under section 9, in both of which the Board acts in a nonadversary capacity. The first is the representation case, which arises under subsection 9 (c). In these proceedings, if it is found that "a question of representation affecting commerce exists" the Board designates the appropriate bargaining unit of employees and ascertains, through an election, what union or other representative, if any, is desired as collective bargaining agent by a majority of the employees in that unit. These proceedings implement the basic statutory principle, embodied in subsection 9 (a), that:

> 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. * * *

The Board classifies and distinguishes among representation cases, for certain purposes, according to whether they are instituted by petitioners desiring to be certified as statutory bargaining representatives; by employees or persons acting in their behalf seeking to have certified or presently recognized representatives "decertified"; or by employers desiring to have existing questions of representation resolved by the Board.

The other type of case which the Board is required to process under section 9 is of two varieties, the so-called union-authorization proceeding and the "deauthorization" proceeding, for both of which provision is made in subsection 9 (e). These proceedings are instituted either by a union "which is the representative of employees as provided in section 9 (a)," seeking authorization to make a union-shop contract, or by employees in the bargaining unit covered by a valid union-security agreement, seeking to rescind their union's authority

[1] These decisions are reported in volumes 78 to 84, inclusive, of the N. L. R. B. reports. A few noteworthy cases decided shortly after the close of the fiscal year are also cited in this chapter.

to make such an agreement. In a union-authorization case, the essential substantive condition is that there be "no question of representation." If the Board finds that this condition is satisfied, it conducts a secret ballot election, or referendum, and certifies the results. A referendum under subsection 9 (e), and a Board certification showing that the proposal to authorize a union-shop contract was approved, in the most recent referendum, by a majority of the employees eligible to vote, are necessary to satisfy one of the conditions prescribed in section 8 (a) (3) of the act for the validity of union-security contracts.

In both representation and union-authorization proceedings, as well as in cases under section 8 of the act involving unfair labor practices, labor organizations seeking to invoke Board process, or raising questions of representation, must comply with certain threshold filing requirements, contained in subsections (f), (g), and (h) of section 9. These provisions, enacted in 1947, are designed to bring about full disclosure of financial and other data respecting the organizational structure of unions, and to deny the benefits of the act to labor organizations whose officers have not filed certain affidavits.

1. The filing requirements

Subsections 9 (f), (g), and (h) of the act detail the filing requirements which a union must fulfill before the Board may process its petition in any case under section 9,[2] or certify it as a statutory bargaining representative, or investigate any question of representation raised by it in any representation proceeding.[3] Subsections 9 (f) and (g) prescribe that a labor organization shall file with the Secretary of Labor copies of its constitution and bylaws, and information as to its officers and their salaries, its finances, conditions of membership, methods of authorizing strikes, and the like. These subsections also require unions to furnish annual financial reports to their members. And under subsection 9 (h) a union must file, with the Board, "non-Communist" affidavits executed by each of its officers.[4]

Accordingly, the Board will not entertain a labor organization's petition for certification under section 9 (c),[5] or for a union-shop

[2] These subsections also prescribe that no complaint shall be issued pursuant to an unfair labor practice charge filed by a noncomplying labor organization.

[3] This applies even to representation proceedings instituted by an employer. See Thirteenth Annual Report, p. 22

[4] Specifically sec. 9 (h) prescribes that a union officer shall state in his affidavit "that he is not a member of the Communist Party or affiliated with such party, and that he does not believe in, and is not a member of or supports any organization that believes in or teaches, the overthrow of the United States Government by force or by any illegal or unconstitutional methods. The provisions of sec 35A of the Criminal Code shall be applicable in respect to such affidavits."

[5] E. g., *Matter of Advance Pattern Co.*, 80 N. L R B , No 10. However, where the petitioner's compliance has lapsed since the hearing, the Board will ordinarily place the petitioner's name on the ballot, if an election is directed, provided that the petitioner renews its compliance within 10 days from the date of the direction of election *Matter of Advance Pattern Co , supra.*

referendum under section 9 (e),[6] unless the petitioner has complied with the foregoing filing requirements. Moreover, a noncomplying union may not intervene in proceedings where another labor organization or individual has petitioned for certification or in a representation case instituted by an employer,[7] unless, at the time of the hearing, it has a collective bargaining contract covering employees affected by the petition.[8] Nor will the Board place the name of a noncomplying union on the ballot in any election directed on the petition of the employer, a complying union, or an individual seeking certification, even though the noncomplying union may have been a proper intervenor at the hearing.[9] For the same reason, write-in votes for a noncomplying union will be treated as void ballots, not as votes against the union officially on the ballot.[10] Where a union, because of its noncompliance, has been excluded from the ballot in a representation election, it has no standing to file objections contesting the validity of the election or to except to the regional director's report on any objections or challenges.[11]

In decertification cases, however, because of the difference in the nature of the proceeding,[12] the Board has held that the union which is the employees' current representative, sought to be decertified, must be allowed to participate in the hearing [13] and must be accorded a place on the ballot [14] as well as the right to object to the conduct of the election,[15] even though it has not satisfied the filing requirements.

[6] *Matter of H C Godman Co*, 79 N L. R B. 1030

[7] *Matter of Remington Rand, Inc*, 78 N L R B 181, *Matter of Schutte & Koerting Company*, 79 N. L R B. 599, *Matter of Oppenheim-Collins & Co, Inc*, 79 N L R B. 435 In the *Oppenheim-Collins* case, the Board held that the denial of a hearing to a noncomplying union, which has no contractual interest, does not conflict either with the hearing requirement in section 9 (c) of the act or with constitutional requirements of due process Accord· *Fay* v *Douds*, 172 F 2d (C. A 2).

[8] A noncomplying union which is permitted to intervene because it has such a contractual interest will be heard on all questions raised by the petition. *Matter of New Indiana Chair Co, Inc.*, 80 N. L. R B., No. 2; *Matter of Boston Consolidated Gas Co*, 79 N L R. B 337, *Matter of Niagara Hudson Power Corp.*, 79 N L R. B. 1115, *Matter of New England Dressed Meat and Wool Co.*, 81 N. L. R. B, No. 186, *Matter of Southland Paper Mills, Inc*, 81 N. L. R. B, No 57. In *Matter of U. S Gypsum Co*, 79 N L R B. 48, an international was permitted to intervene for a local which had a current contractual interest. But, intervention will be denied to a noncomplying union whose contract expired before the hearing (*Matter of Schutte & Koerting Co., supra*), or whose contract does not cover the unit sought by the petitioner (*Matter of Inspiration Consolidated Copper Co.*, 81 N L R B., No. 226)

[9] *Matter of Oppenheim-Collins & Co., Inc, supra, Matter of Jefferson Chemical Co*, 81 N. L. R. B., No. 229; *Matter of Baugh and Sons Co*, 82 N L. R. B., No. 157; *Matter of Hackensack Water Co.*, 84 N. L. R. B., No. 96; *Matter of Elizabethtown Water Co., Consolidated*, 84 N. L. R B, No. 97. However, an intervening union which is in the process of effecting compliance at the time of the hearing will ordinarily be allowed to participate in the election, if it achieves full compliance within 10 days from the date of the Board's direction of election. See *Matter of U S Gypsum Company.*, 79 N. L. R. B. 48.

[10] *Matter of Woodmark Industries, Inc*, 80 N. L. R. B, No. 171.

[11] *Matter of Oppenheim-Collins & Co., Inc., supra; Matter of Times Square Stores Corp.*, 79 N. L. R. B. 361, 81 N. L. R. B., No. 46, *Matter of Westinghouse Electric Corp.*, 78 N L. R. B 315.

Compare, however, *Matter of Woodmark Industries, Inc, supra*, also discussed in part 5 of this chapter, *infra* at p.

[12] See Thirteenth Annual Report at p 22.

[13] *Matter of Bethlehem Steel Co.*, 79 N. L. R B. 594.

[14] *Matter of Ives-Cameron Co., Inc*, 81 N. L. R B, No 45, *Matter of Hygrade Food Products Corp.*, 82 N. L R. B., No 45, *Matter of Bethlehem Steel Co., supra.*

[15] *Matter of The Univis Lens Co*, 82 N. L. R. B, No. 155.

However, in such cases, if the noncomplying union wins the election, the Board will not certify the union but will merely announce the arithmetical results.[16]

Subsections 9 (f), (g), and (h) require a union to show, before it can utilize the processes of the Board, not only that it has itself satisfied the filing requirements, but also that any "national or international labor organization" of which it is "an affiliate or constituent unit" has likewise filed the prescribed reports and affidavits. The Board has construed the quoted phrases as not including the two great parent federations, the Congress of Industrial Organizations and the American Federation of Labor, in their relation to autonomous or self-governing labor organizations affiliated with them, and themselves commonly called "Nationals" or "Internationals." Accordingly, noncompliance by the CIO or AFL will not bar the petition of such an autonomous affiliate.[17] Where, however, a labor organization, such as a "Federal labor union," affiliated with the CIO or AFL is not autonomous, it cannot invoke the processes of the Board so long as the parent federation is not in compliance.[18]

The Board has consistently held that it will not investigate the authenticity or truth of affidavits filed under section 9 (h), as such investigations are by the statute made a function of the Department of Justice.[19] The compliance status of a union, moreover, is administratively determined by the Board, and may not be litigated in a hearing before the Board;[20] nor need evidence of compliance be disclosed at such a hearing or set forth in the record.[21]

However, noncomplying unions will not be permitted to circumvent the filing requirements of the statute by acting through individuals,[22]

[16] *Matter of Hygrade Food Products Corp*, *supra*.

[17] *Matter of U. S. Gypsum Co*, 81 N. L. R. B., No 52, *Matter of The Chesapeake and Potomac Telephone Co. of Virginia*, 82 N. L R. B., No 94. See also discussion in Thirteenth Annual Report at pp 23, 24 of *Matter of Northern Virginia Broadcasters, Inc*, *Radio Station WARL*, 75 N. L R. B. 11.

[18] *Matter of American Optical Co*, 81 N. L. R. B., No 80. In that case, in dismissing the petition of a CIO organizing committee because of noncompliance by the CIO, a majority of the Board found that the committee was not an autonomous body because (1) it had no constitution or bylaws except the constitution and bylaws of the CIO, (2) it could be dissolved by the CIO at any time, (3) its officers were not elected but were appointed by the CIO and subject to its control. Chairman Herzog and Member Houston, dissenting, stated that in their opinion the organizing committee was sufficiently "insulated from domination and control" by the CIO so as not to require compliance by the CIO as a condition of the Board's entertaining the committee's petition. They stressed the fact that the committee, like national or international unions of the CIO, issued charters for locals, received a per capita tax from them, contributed to the finances of the CIO, maintained its own offices and bank accounts, and executed collective bargaining agreements and called strikes without the approval of the CIO. Cf *Matter of The Chesapeake and Potomac Telephone Co of Virginia*, *supra*, where the Board unanimously held that an organizing committee affiliated with the CIO could invoke the Board's processes, despite noncompliance by the CIO. In that case, however, the committee was found to be autonomous, as it operated under its own rules amendable only by its members, and representatives of the CIO among its members and officers were in the minority.

[19] *Matter of The Chesapeake and Potomac Telephone Co*, *of Virginia*, *supra; Matter of Wilson and Co., Inc.*, 80 N. L. R. B., No. 229, *Matter of U. S. Gypsum Co.*, 80 N. L. R. B., No. 122.

[20] *Matter of Teletype Corp*, 79 N. L. R. B. 1044, *Matter of General Plywood Corp.*, 79 N. L. R. B 1458; *Matter of The Procter & Gamble Manufacturing Co.*, 78 N. L. R. B. 1043, *Matter of Burrows and Sanborn, Inc.*, 81 N. L. R. B., No. 205, *Matter of Trueman Fertilizer Co.*, 81 N. L. R. B., No. 13; *Matter of The Prudential Insurance Co. of America*, 80 N. L. R. B., No. 239.

[21] *Matter of General Plywood Corp.*, *supra; Matter of Veneer Products, Inc.*, 81 N L R. B., No. 90

[22] *Matter of Oppenheim-Collins & Co.*, *supra*. Individuals are normally exempt from the filing requirements, which apply only to "labor organizations." *Matter of Standard Oil Co*, 80 N. L. R B, No. 152.

or through other complying unions.[23] The Board has applied this rule so as to preclude even the possibility of such result. Thus, where the petitioner is an international union and it has a local admitting to membership employees in the bargaining unit involved in the proceedings, the Board's present rule, as stated in *Matter of The Prudential Insurance Company of America* [24] is that the local, as well as the international, must comply with the filing requirements, if it has members in the unit, "without regard to the extent to which [the local] may participate in collective bargaining," as a condition precedent to the international's participation in the election.[25] But the Board regards compliance by the petitioning international union alone as sufficient where no local has as yet been established for the employees in the unit,[26] or where a local in the process of formation is not yet a "functioning organization." [27] In such cases, the Board has indicated that the possibility that the petitioner might, if certified, establish a local which would not comply with the filing requirements was too remote and speculative to warrant dismissal of the petition.[28]

Frequently, difficult questions arise as to whether one union is, as a matter of fact, acting for another union in invoking the processes of the Board. Where an intervening union had been organized under circumstances indicating that it was sponsored and financed by a noncomplying union, a majority of the Board found that the intervenor was acting as a "front" for the noncomplying union, and denied the intervenor a place on the ballot.[29] On the other hand, the mere fact that an organizer for a petitioning union had formerly been connected with a noncomplying union was held insufficient to establish that the petitioner was acting for the other union.[30] Where an organizational

[23] *Matter of Rub-R-Engraving Co.*, 79 N. L. R. B. 332, *Matter of Oppenheim-Collins & Co., supra; Matter of International Harvester Co*, 80 N. L. R. B. No 194, *Matter of Lynchburg Gas Co.*, 80 N. L. R. B., No. 184; *Matter of Southland Paper Mills, Inc.*, 81 N. L. R B, No. 57.

[24] 81 N. L. R. B., No. 48, modifying 80 N. L. R. B., No. 239. Accord *Matter of John Hancock Mutual Life Insurance Co.*, 82 N. L. R. B., No. 16.

[25] Chairman Herzog dissented in this case, stating that in his opinion the right of the international union to appear on the ballot in the absence of full compliance by its local, should depend upon whether the local *"in actual fact"* engages in collective bargaining in behalf of the employees in the unit. Both the Chairman, in his dissenting opinion, and the other Members of the Board, in their majority opinion in this case, relied upon *Matter of Lane-Wells Company*, 77 N. L. R. B. 1051 and *Matter of United States Gypsum Company*, 77 N. L. R. B. 1098, decided the previous year (Thirteenth Annual Report, p. 25), but differed in their interpretation of those earlier rulings

[26] *Matter of Samuel Bonat & Bro., Inc.*, 81 N. L. R. B., No. 196; *Matter of Minneapolis Knitting Works*, 84 N. L. R. B., No. 92, *Matter of Bentwood Products, Inc.*, 81 N. L. R. B., No. 113.

[27] *Matter of Cribben & Sexton Co.*, 82 N. L. R. B., No. 159. Cf. *Matter of The Empire Furniture Manufacturing Co.*, 82 N. L. R. B., No. 44.

[28] *In the Matter of Detroit & Canada Tunnel Corp.*, 83 N. L. R. B., No. 110, the Board placed the name of a complying international union on the ballot, despite the noncompliance of its local, which had bargained for employees in the unit, because of the "unusual circumstance" that the local was a Canadian labor organization, resident in Windsor, and subject to the labor laws of the Dominion of Canada and the Province of Ontario.

[29] *Matter of R. J. Reynolds Tobacco Co.*, 83 N L. R. B., No. 46. Chairman Herzog and Member Houston, dissenting, stated that the intervenor should not be denied a place on the ballot as it was not actually proven that it was in some manner connected with, or controlled by, or seeking certification only to advance the interests of, the noncomplying union.

[30] *Matter of Sampsel Time Control, Inc.*, 80 N. L R B, No 188.

campaign had been conducted on behalf of the complying petitioner by a noncomplying CIO organizing committee and a demand for recognition was made in the name of the CIO, but the authorization cards designated the petitioner, and the functions of the committee were to cease when organization had been achieved, the Board found that the committee was not a "front" for the petitioner.[31] A change in the affiliation of a complying union, accompanied by a change in name, does not per se require the filing of new affidavits and financial data under the new name of the union.[32]

Under section 10 (a) of the amended act, the Board is permitted to cede its jurisdiction to State or Territorial agencies in certain types of cases "unless the provision of the State or Territorial statute applicable to the determination of such cases by such agency is inconsistent with the corresponding provisions of this act or has received a construction inconsistent therewith." In *Matter of Kaiser-Frazer Parts Corp.*,[33] the Board held that a State's failure to impose upon labor organizations any filing requirements comparable to those in section 9 (f), (g), and (h) of the Federal act was sufficient to create such an inconsistency between the State and Federal laws as to preclude the cession of jurisdiction. Accordingly, in the cited case, the Board was constrained to give no effect to a representation election, conducted by the Utah State Labor Relations Board, which had been won by a noncomplying union ineligible to appear on the ballot in any election conducted by the National Board.

The filing requirements of the act do not apply to proceedings before the Board under section 222 (f) of the Federal Communications Act of 1934, as amended.[34]

2. The question concerning representation

Representation proceedings, under section 9 (c) of the act, are initiated by petition. Subsections 9 (c) (1) (A) and (B),[35] as amended,

[31] *Matter of McGraw-Curran Lumber Co., Inc.*, 79 N. L. R. B. 705. See also *Matter of Tin Processing Corp.*, 80 N. L. R. B , No 212

[32] *Matter of New Indiana Chair Co., Inc.*, 80 N L. R. B., No. 249.

[33] 80 N. L. R B., No 158.

[34] *Matter of Western Union Telegraph Co.*, 81 N L. R B , No 40.

[35] These subsections provide.

"9 (c) (1) Whenever a petition shall have been filed, in accordance with such regulations as may be prescribed by the Board—

"(A) by an employee or group of employees or any individual or labor organization acting in their behalf alleging that a substantial number of employees (i) wish to be represented for collective bargaining and that their employer declines to recognize their representative as the representative defined in sec 9 (a), or (ii) assert that the individual or labor organization, which has been certified or is being currently recognized by their employer as the bargaining representative, is no longer a representative as defined in sec 9 (a), or

"(B) by an employer, alleging that one or more individuals or labor organizations have presented to him a claim to be recognized as the representative defined in sec 9 (a),

the Board shall investigate such petition and if it has reasonable cause to believe that a question of representation affecting commerce exists shall provide for an appropriate hearing upon due notice * * *. If the Board finds upon the record of such hearing that such a question of representation exists, it shall direct an election by secret ballot and shall certify the results thereof."

specify the three types of petitions which may be filed, i. e., (1) by employees, or an individual or labor organization on their behalf, seeking certification of a representative, or (2) seeking decertification of a recognized or certified representative,[36] or (3) by an employer, seeking an election to determine a question of representation.[37]

Petitions seeking certification of representatives are usually filed by labor organizations which desire to be certified. Frequently, an international union will file a petition, or intervene in representation proceedings instituted by another party, for the purpose of securing a certification in its own name alone, even though it has an affiliated local union which offers membership and certain representative services to the employees in the bargaining unit. In such cases, it has long been the Board's practice to permit the international union alone to appear on the ballot in any election which might be directed, and to certify it as the employees' exclusive bargaining representative if it wins the election. In a divided opinion, the Board reviewed and affirmed its adherence to this practice in *Matter of Lane Wells Company* (79 N. L. R. B. 252). In that case an international union was the sole petitioner, although it was a local union chartered by the petitioner which had solicited the membership of the employees and raised the question concerning representation by presenting to the employer a demand for recognition. Despite the local's apparent beneficial interest in the proceedings, the Board majority (Members Reynolds and Gray dissenting) ruled that only the international's name should appear on the ballot in the election which was directed. The majority held that, in view of the act's fundamental guarantee to employees of "full freedom" in the selection of "representatives *of their own* choosing," and absent any showing that the petitioner had appeared instead of its local in order to circumvent any other statutory policy or restriction, express or implied,[38] the Board had no authority to substitute

[36] A supervisor may not file a decertification petition. See Thirteenth Annual Report, p. 26. An individual decertification petitioner need not, however, be an employee of the employer. *Matter of Standard Oil Company* (Indiana), 80 N L R B., No. 152. A union officer may petition for decertification. *Matter of Morse and Morse, Inc*, 83 N. L. R. B., No. 54. The fact that an employee has formerly been a supervisor does not debar him from filing a decertification petition if, absent collusion, his status as a supervisor terminated before the filing of the petition. *Matter of Goodyear Tire and Rubber Company*, 78 N. L R. B. 838. *Matter of Jell-Well Dessert Company*, 82 N L. R. B., No. 8.

[37] Employer petitions are not restricted to instances in which a union not previously recognized by the employer has presented a claim of majority designation. It is sufficient if the incumbent contractual representative seeks renewal of its contract and the employer questions its continued majority representative status. *Matter of Whitney's*, 81 N. L. R. B., No. 14. See also *Matter of Continental Southern Corporation* 83 N. L. R. B , No 100 where a panel of the Board (Members Reynolds, Murdock, and Gray) held that, as the union, which had a recently expired contract, was still claiming recognition, "the Employer had a clear right to file a petition under sec. 9 (c) (1) (B) * * * whether or not there may have been any reasonable basis in fact upon which the Employer might question the Union's claim to majority representation."

[38] Such as the Board's policy against placing on the ballot a labor organization found to be company dominated, or the restrictions expressly set forth in sec. 9 (f), (g), and (h) of the act. In an earlier decision in this case the Board had dismissed the international's petition, on the ground that its local union had failed to comply with the filing requirements of sec 9 (f), (g), and (h). (*Matter of Lane Wells Company*, 77 N. L. R. B. 1051.) Upon learning that the local union had in fact achieved compliance with the filing requirements after the close of the hearing, the Board reopened the proceeding and issued its decision above discussed. It is to be noted that the later decision in no way overrules the separate principle of the earlier one.

the local, or name it jointly with the international, as the candidate for election as the employees' statutory bargaining agent. The majority further noted that the Board has the power to police its certifications and might revoke any certification issued to the international union in this case, "if changing circumstances should give rise to a situation in which the Board for policy reasons would not issue a certification in the first instance." The dissenting members expressed the view that the local union would be an essential instrument in any bargaining relationship which might arise if the petitioner should win the election, and that the local should therefore appear on the ballot and be "at least a joint recipient" of any certification to be issued.

In any case arising under section 9 (c), the Board must determine that "a question of representation exists" before it may proceed to an election. The Board ordinarily has found that there is such a question if the employer has refused a union's request for recognition as the statutory bargaining agent, or if, in a decertification proceeding, the employees in the unit challenge the representative status of a union which maintains that it is the statutory bargaining agent by virtue of a previous certification or current recognition.[39] Although the record in many proceedings initiated by a union seeking certification, has revealed a specific demand by the union for recognition and a refusal to this demand by the employer before the filing of the petition, the Board has consistently ruled that this is not essential. It is enough if it appears as a fact at the *hearing* that the union asserts a claim of majority representation and that the employer declines to recognize it. In *Matter of Advance Pattern Company*, 80 N. L. R. B. 29,[40] a Board majority (Members Murdock and Gray dissenting) reconsidered and reaffirmed the foregoing practice, rejecting the contention that it was the intent of section 9 (c) (1) to prescribe a specific demand and refusal, together with an allegation to that effect in the petition, as a jurisdictional prerequisite to the Board's further processing of a petition by a petitioner seeking certification of a representative.

Where it is disclosed by the record of a hearing under section 9 (c), or it appears at the time of the Board's decision,[41] that no question of representation exists, the Board is required to dismiss the petition.[42] Thus where the petitioning union limited its claim of representation to economic strikers who had been permanently replaced, and who

[39] See Thirteenth Annual Report, p. 26; Twelfth Annual Report, p 7.

[40] Reversing and setting aside an earlier decision in the same case. See *Matter of Advance Pattern Company*, 79 N. L R. B 209.

[41] See Thirteenth Annual Report, pp. 26 and 27.

[42] *Matter of Murray B. Marsh Company, Inc.*, 79 N. L. R. B 76 (Disclaimer of interest by the union at the hearing on an employer's petition), *Matter of Paramount Shoulder Pad Company*, 80 N. L. R B., No 116 (disclaimer by the union at the hearing on a decertification proceeding). See also *Matter of Bethlehem Steel Company, Shipbuilding Division*, 80 N. L. R B., No. 123 and *Matter of Fitchfield Oil Corporation*, 83 N. L. R B., No. 171.

therefore, under section 9 (c) (3) [43] were not eligible to cast ballots, the Board found that an election would be a futility and refused to proceed to an election.[44] Where an individual petitioner in a decertification proceeding, although served with notice, did not appear at the hearing, the Board construed this as a disclaimer of interest and dismissed the petition.[45] But where the union sought to be decertified failed to appear at a hearing, the Board refused to interpret this fact, standing alone, as a disclaimer of its interest in representing the employees.[46] And where a union had engaged in picketing as a means of inducing the employer to recognize it, and continued the picketing at the time of hearing on the employer's representation petition, the Board refused to grant the union's dismissal motion based on the assertion, made for the first time at the hearing, that it no longer claimed to represent the employer's employees.[47]

In *Matter of General Box Company*, 82 N. L. R. B., No. 75, the Board had occasion to determine the issue arising from the filing of a petition by a union which was admittedly recognized as the bargaining representative but which had instituted representation proceedings solely for the purpose of receiving a formal certification. The Board directed an election, saying that neither the precise language of section 9 (c) (1) (A),[48] nor the Board's historical pronouncements as to the manner in which a question of representation is raised,[49] compelled a finding that there can be no question of representation in the absence of an employer's declination to recognize the petitioning union. In its decision, the Board noted the new advantages which accrue to a certified union under subsections 8 (b) (4) (B), (C), and (D) of the amended act,[50] as well as under the Board's long established "one year rule"; [51] it concluded that in a case such as this there was a question of representation "created by the petitioner's assertion of majority standing, its expressed desire to secure a certificate, and its formal petition that the Board investigate its status by the statutory method of conducting an election." [52]

---

[43] The Board's formal direction of election now contains a provision excluding, in the language of sec. 9 (c) (3), "employees on strike who are not entitled to reinstatement." See discussion at p 22 ff, *infra*.

[44] *Matter of Griffin Hosiery Mills, Inc, d/b/a Dove Down Hosiery Mills*, 83 N. L. R. B., No. 170

[45] *Matter of Merchants Fire Dispatch*, 83 N. L. R. B., No. 120.

[46] *Matter of Kraft Foods Company*, 83 N. L. R. B., No. 39.

[47] *Matter of Coca-Cola Bottling Co. of Walla Walla, Washington*, 80 N L. R. B, 161.

[48] See footnote 1, *supra*.

[49] See footnote 5, and text, *supra*.

[50] See discussion of these sections in ch. III, *infra*.

[51] See p. 20, *infra*.

[52] This case is to be distinguished from the Board's earlier decisions in *Matter of Lake Tankers Corporation*, 79 N L. R. B. 442, and *Matter of Cornell Dubilier Electric Corporation*, 78 N. L. R. B. 664, where petitions filed by currently recognized unions were dismissed. In the former case, the parties were not in fact concerned with an election or certification, but merely desired the Board's opinion as to the supervisory status of watchmen. In the latter case, the petitioner was primarily concerned with obtaining an interpretation of an existing contract and its effect upon the employer's duty to bargain for a new one, an issue which the Board deemed to be more properly cognizable in a proceeding under sec. 8 (a) (5).

Section 9 (c) (1) (A) of the amended act prescribes that employees or their representatives filing a representation or decertification petition shall allege that their petition is supported by "a substantial number of employees." [53] The Board views this provision as codifying its practice, established under the act prior to amendment, of requiring the petitioning union in a representation case to present some evidence that it represents a substantial number of employees in the bargaining unit for whom it seeks certification.[54] The purpose of the requirement is to enable the Board to avoid the useless expenditure of time and effort in conducting an election where there is little likelihood that the petitioner will be designated as majority bargaining representative.[55] The Board also views the present statutory provision as not inconsistent with its earlier established rule that the petitioner's *prima facie* showing of interest is to be investigated only administratively by the regional director, and may not be the subject of litigation at the hearing.[56] The amended act requires no showing of interest in proceedings initiated by an employer.[57]

The Board will not direct an election where the union seeking the certification lacks the attributes of a bona fide labor organization and is therefore incapable of serving as the representative of employees; nor will it accord such a union a place on the ballot in an election upon the petition of another labor organization.[58]

It is also the Board's policy to withhold the opportunity to be certified from a labor organization which will not accord equal representation to all the employees in the bargaining unit.[59] But the Board has uniformly declined to find, merely on the basis of provisions in a union's constitution which appear to negate its ability to admit some or all of the employees in the unit as members, or to bargain collectively in their behalf, that the union is incapable of representing, or representing equally, the employees in the bargaining unit for which it seeks to be certified.[60] The Board is reluctant to proceed with a representation

[53] See footnote 1, *supra*

[54] Likewise an intervenor seeking an election in an appreciably larger unit than that sought by the petitioner must make a showing of interest in the larger group, equivalent to that which would be required to support a petition, in order to secure an election in the larger unit. *Matter of Celanese Corporation of America*, 84 N. L. R. B., No 26.

[55] Where the petitioner's administrative showing of interest consisted entirely of designation cards signed before the date of a State-conducted election in which most of the employees had voted against the petitioner, the Board concluded that there was not sufficient likelihood that a representative would be selected to warrant proceeding to an election. *Matter of King Brooks, Inc.*, 84 N. L. R. B., No. 74.

[56] See, for example, *Matter of Western Electric Company, Inc.*, 84 N. L. R. B., No 66.

[57] See Thirteenth Annual Report, p. 28, and *Matter of O E. Felton d/b/a Felton Oil Co.* (78 N. L. R. B. 1033), discussed therein.

[58] *Matter of Brown Express et al*, 80 N. L. R. B., No. 114.

[59] See Thirteenth Annual Report, p 28; Tenth Annual Report, pp. 17, 18.

[60] See *Matter of United States Gypsum Company*, 80 N L. R. B., No. 122, *Matter of Martin J. Barry, Inc.*, 83 N L. R. B , No. 163. In the latter case, rejecting a contention that the petitioning union was ineligible for certification because its constitution did not authorize it to represent any of the employees in the bargaining unit except certain ones who were members of a particular trade or craft, the Board said: "* * * the willingness of a petitioner to represent employees is controlling under the Act, not the eligibility of employees to membership, or the exact extent of the petitioner's constitutional jurisdiction. Moreover, there is no showing that the Petitioner will not accord adequate representation to the employees in the unit * * *"

proceeding involving a jurisdictional dispute between two or more unions affiliated with the same parent organization, and will proceed only where the dispute cannot be promptly resolved by submission to the authority of the parent body.[61]

An election will not be delayed merely because of a reduction or expansion in force, either contemplated or already in progress, unless the change will involve material alterations in the character of the bargaining unit, or the adoption of new or materially different operations or processes requiring personnel with different job classifications and skills.[62] Where a complete cessation of operations is imminent, however, the Board will not direct an election.[63]

3. Impact of contracts and prior determinations on representation proceedings

The Board is often called upon to decide whether an election can appropriately be held where the employees involved are covered by an existing contract between their employer and a union other than the petitioner, or where there is an outstanding Board certification of another union as the bargaining representative. In determining whether or not the policies of the act will best be effectuated by the direction of an election, the Board weighs the interest of the parties and the public in preserving the industrial stability implicit in the established bargaining relationship against the statutory right of employees freely to select and change their bargaining representative.

The Board has continued to follow the policy, enunciated during the 1948 fiscal year,[64] of applying the same contract-bar principles and related rules of decision, evolved in prior years, to both certification and decertification proceedings.[65] Thus, in both types of cases, the Board applies the general principle that a valid written exclusive bargaining agreement, signed by the parties, extending for a definite and reasonable period, and embodying substantive terms and conditions of employment, constitutes a bar to a petition for an election among the employees covered by such contract until shortly before its termi-

[61] See for example, *Matter of Gerity Michigan Corporation*, 78 N. L. R. B. 94.

[62] *Matter of Western Electric Company, Incorporated*, 78 N. L. R. B. 160; *Matter of Walnut Ridge Manufacturing Company, Inc.*, 80 N. L. R. B., No. 179, *Matter of General Motors Corporation, Electro-Motive Division, Plant No 3*, 82 N. L R B., No. 101.

[63] *Matter of Sparton Teleoptic Company*, 81 N. L. R. B., No. 189; *Matter of Lamar-Rankin Company*, 81 N. L R. B., No. 37.

[64] See Thirteenth Annual Report, p. 29, and *Matter of Snow & Nealy*, 76 N. L. R B. 390.

[65] Cf *Matter of Mountain States Telephone and Telegraph Company*, 83 N. L. R B., No 117, discussed pt 6 of this chapter, *infra*, in which, for the purpose of a decertification election, a different *unit* was found appropriate than that which would have been found appropriate in a proceeding for certification.

nal date.[66] This rule applies equally to newly executed agreements and to those renewed pursuant to the operation of automatic renewal clauses.

Conversely, an oral agreement,[67] or an unsigned written one,[68] or one failing to establish substantive terms and conditions of employment,[69] or covering only members of the contracting union,[70] or excluding the employees in the unit sought,[71] will not operate to bar a petition. Nor will a contract preclude an immediate election where the contracting union is defunct,[72] or an unresolved doubt exists as to its identity.[73] A contract for an unreasonably long term,[74] or one of indefinite duration,[75] ordinarily will not bar an election if more than 2 years have elapsed since its execution.[76]

In a number of cases in prior years the Board held that a contract which contravenes the act's basic policies is ineffective as a bar to a representation proceeding. The Board has so ruled as to contracts with company-dominated unions, and those covering units based solely on race or sex. In *Matter of C. Hager & Sons Hinge Manufacturing Company*, (80 N. L. R. B., No. 36), decided during the 1949 fiscal year, the Board determined that a contract containing an agreement for union security which had not been executed in conformity with the requirements of the proviso to section 8 (a) (3) of the act as amended,[77] would not bar a petition for an election.[78] In that case, it was conceded that the union had not been authorized in a referendum among the employees, under section 9 (e), to enter into a union-security agreement. The Board expressed the view that, as the contract's

[66] *Matter of Carborundum Company*, 78 N L. R B. 91 (a signed memorandum, extending an existing contract with specified modifications, and settling all matters in issue between the parties, was held sufficient to constitute a bar, although it was contemplated that a single formal document would later be executed, embodying all the terms of the parties' agreement as modified). Cf. *Matter of Roddis Plywood & Door Company, Inc*, 84 N. L. R. B, No. 36 (an initialed memorandum of agreement, subject to ratification by the local union, and not in full settlement of all matters subject to negotiation, was held not to bar an election).

[67] *Matter of Standard Brands, Incorporated*, 81 N. L R. B., No 206.

[68] *Matter of Solar Manufacturing Corp.*, 80 N. L R. B, No 209.

[69] *Matter of Rice-Stix Dry Goods Company*, 78 N. L. R B 311; *Matter of A. O. Smith Corporation (Kankakee Works)*, 78 N. L. R B. 1050

[70] *Matter of Dortch Stove Works, Inc.*, 79 N. L. R. B. 1268.

[71] *Matter of Philadelphia Company and Associated Companies*, 84 N. L. R. B, No. 19.

[72] *Matter of Wilson Athletic Goods Manufacturing Co, Inc.*, 79 N. L. R. B. 1415; *Matter of Rock City Paper Box Company, Inc*, 82 N. L. R. B., No. 87.

[73] *Matter of Hackensack Water Company*, 84 N. L R. B, No. 96; *Matter of Elizabethtown Water Company Consolidated*, 84 N. L. R. B., No. 97.

[74] *Matter of Ansco, a Division of General Aniline & Film Corporation*, 79 N. L. R. B. 79.

[75] *Matter of Sanson Hosiery Mills, Inc.* (formerly *Artcraft Hosiery Company*), 84 N. L. R. B., No 75.

[76] A contract terminable at will, however, is not a bar to an election at any time. *Matter of Mid-Continent Coal Corporation*, 82 N. L. R B., No. 32.

[77] See part 7 of this chapter, *infra*.

[78] The rule of this case does not apply to contracts entered into before the effective date of the 1947 amendments of the act and "saved" by sec. 102 thereof That section provides in part, "the provisions of sec" 8 (a) (3) and sec. 8 (b) (2) of the National Labor Relations Act as amended by this title shall not make an unfair labor practice the performance of any obligation under a collective-bargaining agreement entered into prior to the date of the enactment of this act as (in the case of an agreement for a period of not more than 1 year) entered into on or after such date of enactment, but prior to the effective date of this title * * * unless such agreement was reviewed or extended subsequent thereto."

provision therefore did not satisfy the conditions laid down in section 8 (a) (3), it was "illegal," even if the parties had taken no action under it because "the mere existence of such a provision acts as a restraint upon those desiring to refrain from union activities * * * and is evidence that the [contracting union] and the employer are in accord in denying employment to those who refuse to join the union within the required time." [79] . The Board noted that, in view of the express language of the act, it was immaterial whether the invalid union-security provision had been executed or merely renewed or extended subsequent to the act's effective date.[80]

The Board has continued to follow the familiar rule that a contract, however valid its terms, will not 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,[81] in the case of an existing agreement which contains a provision for automatic renewal.[82]

Similarly, the Board has continued to apply the doctrine that a contract constituting a "premature extension" of an existing earlier contract will not bar a petition filed before the operative date of an automatic renewal provision contained in the earlier contract, or before the termination date of the earlier contract if it does not provide for automatic renewal. However, in *Matter of Republic Steel Corporation*, 84 N. L. R. B., No. 60, the Board determined that when the new contract which effects the premature extension is executed so far in advance of the earlier contract's original automatic renewal or termination date that a petition filed soon after the "premature

[79] The rule of the *Hager* case was amplified and extended in a number of later cases. See *Matter of American Export Lines, Inc* , 81 N. L R. B , No 224, *Matter of Morley Manufacturing Company*, 83 N. L R. B., No 60 (even though authorized in an election under sec 9 (e), a contract is no bar if its union-security clause goes beyond the limited form permitted by sec 8 (a) (3), as, for example, by providing for preferential hiring of union members), but cf *Matter of Ingalls Shipbuilding Corporation*, 83 N L R. B , No 48 (a contractual provision calling for the employer's cooperation in urging employees to become and remain members of the union, and to pay their union dues, is not a union-security provision such as to make the contract inoperative as a bar). In *Matter of Lykens Hosiery Mills, Inc* , 82 N L R B , No. 125, the Board held that an invalid agreement was not saved as a bar to an election by a provision that "loss of membership shall be cause for discharge only under the law as it exists at the time the request is made by the union," because, as the Board reiterated, "the mere existence of an illegal union security provision acts as a restraint * * *." See also *Matter of Bond Stores, Incorporated*, 81 N. L R B., No. 180 (such an agreement is not preserved as a bar by an oral agreement that the union-security provisions should not be effective until after a 9 (e) election was held).

[80] Accord. *Matter of Joseph A. Goddard Company*, 83 N. L. R B , No 89.

[81] So called for *Matter of Mill B Inc , et al.* (40 N L R. B. 346), in which this principle was enunciated. See *Matter of Little Rock Furniture Manufacturing Company*, 80 N L R. B , No 17, decided during the 1949 fiscal year, as to the interpretation of certain typical automatic renewal provisions in computing the "Mill B" date.

[82] This principle was amplified and further refined in a number of succeeding cases. See *Matter of General Electric X-Ray Corporation* (67 N L R B 997), discussed in the Eleventh Annual Report, in which the Board ruled 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 in the interval between assertion, of the claim and the filing of the petition, will constitute a bar to an election.

extension" would otherwise, in the absence of such an extension, normally have been deemed unduly early, the Board, in the interest of collective bargaining stability, will dismiss such a petition, without prejudice to its refiling at an appropriate interval before the earlier contract's "Mill B" or termination date.[83]

For a number of years it has been the policy of the Board to afford a newly certified representative time in which to establish an effective collective bargaining relationship on behalf of the employees it represents. In pursuance of this policy the Board has ruled that a certification will not only normally bar a new petition for the period of a year,[84] but also that new agreements, or renewals or extensions of old agreements entered into by the representative within the certification year constitute bars to otherwise timely petitions based on rival representation claims.[85]

Section 9 (c) (3) of the amended act prohibits the holding of a second election within 1 year after a valid election has been held. This amounts in part to a codification of the Board's 1-year certification rule. It is applicable, however, to any instance in which an earlier election has been held within the period of a year, regardless of whether the union lost or whether a certification has resulted therefrom. The Board has taken the view that the term "valid election" does not embrace an informal card check,[86] or an election in which the balloting was inconclusive,[87] or which was conducted among employees other than those presently involved.[88]

[83] Insofar as they were inconsistent with this holding, *Matter of American Can Company*, 82 N. L. R B., No. 31; and *Matter of Radio Corporation of America, RCA Victor Division, Lancaster Plant*, 81 N L. R. B., No 115, were overruled.

It is to be noted that the doctrine of "premature extension" applies to cases where the petitioner did not perfect its claim, by notice to the employer or the filing of a petition, until *after* the execution of the new agreement. These cases are to be distinguished from those in which the rival claimant has filed its petition or otherwise perfected its claim *before* the execution of the new or supplementary agreement. In the latter type of case, the new agreement, as such, does not operate to bar the petition. However, the original agreement may still operate as a bar unless the Board finds that it was "opened up" by the parties' action in renegotiating its terms. The Board has held that midterm renegotiations exceeding the scope of any renegotiation provision contained in the original contract "opened" the original contract and made it ineffective as a bar. See *Matter of Boston Consolidated Gas Company*, 79 N. L R B , 337; *Matter of Aluminum Company of America (Harvard Plant, Cleveland)*, 80 N. L R B , No 206

[84] Cf *Matter of B F Goodrich Chemical Company*, 84 N. L. R. B , No 52, wherein, following an election held in a craft group to determine whether they desired to be represented in a separate craft unit, but which resulted in a finding that the incumbent representative of the production and maintenance unit could continue to bargain for them as a part of such broader unit, the Board held that such a finding is not the type of certification which the Board considers a bar for 1 year to raising a question concerning representation as to the broad production and maintenance unit.

[85] *Matter of The Dobeckmun Company*, 79 N L. R. B. 540 (new contract executed during the certification year) *Matter of American Smelting & Refining Company, Hayden Operation*, 79 N L R B 1312 (second of two contracts, both executed during the certification year).

[86] See Thirteenth Annual Report, p. 31.

[87] *Ibid*

[88] *Matter of Tin Processing Corporation*, 80 N L. R B , No. 212. See also *Matter of the Great Atlantic & Pacific Tea Company*, 81 N. L. R. B , No. 136 (a consent decertification election in a plant-wide unit, was inadvertently conducted during the pendency of a prior petition for a craft group The craft petitioner was not made a party, and the ballots of the craft employees were not segregated from the ballots of employees in the broader unit. The Board held that this election was not "valid" as to the craft group petitioned for).

As in the last preceding year, the Board has been required to consider the impact of section 9 (f), (g), and (h), section 103, and section 8 (d) (1) of the amended act on its principles relating to the operation of contracts and certifications as bars to petitions in representation cases. The purpose of section 9 (f), (g), and (h) has been separately discussed in part 2 of this chapter above. The Board has continued to adhere to the position that noncompliance with section 9 (f), (g), and (h) will not prevent a union from invoking its current contract as a bar to an election, even though it may have no right to a place on the ballot if an election is directed.[89]

Section 103 was enacted to prevent the invalidation, for certain specified periods, of a certification issued before the effective date of the amended act, or a contract, in respect of such certification, entered into before the effective date. This saving clause does not operate to protect a contract executed before the effective date of the amended act but during the pendency of another union's representation petition,[90] or to prevent the filing of a petition or conduct of a hearing before the expiration date of a contract executed before the effective date of the act.[91]

Section 8 (d) (1) covers one aspect of the duty to bargain. It provides, in part, that before terminating or modifying a contract, a party thereto should serve a written notice upon the other party of the proposed termination or modification 60 days before its expiration date. The Board has adhered to the view that this provision has no impact upon the automatic renewal clause of a contract which renews itself less than 60 days before its termination date, and that it leaves unimpaired the rule that a petition filed before the "Mill B" date of a contract will prevent that contract from operating as a bar.[92]

4. Resolution of a question concerning representation, conduct of elections

The act as amended no longer leaves the Board with discretion to utilize "any other suitable method" than the election by secret ballot to resolve a question concerning representation found to exist within the meaning of section 9 (c). However, as noted in the last annual report, the 1947 amendments have, with certain significant exceptions, left all other matters pertaining to the determination of representatives to the discretion of the Board. Except for the changes and

[89] See Thirteenth Annual Report, p. 32

[90] *Matter of Jarecki Machine & Tool Company*, 78 N. L R. B. 930.

[91] See Thirteenth Annual Report, p. 32.

[92] See, for example, *Matter of Crowley's Milk Company, Inc.*, 79 N. L. R. B. 602. See also *Matter of Continental Southern Corporation*, 83 N. L: R. B., No. 100, wherein the Board rejected the contention of parties to a contract for the term of 1 year, containing no automatic renewal provision, that sec. 8 (d) had the effect of renewing this contract in the absence of the notice specified in the section.

adaptations required by the new statutory provisions, the Board has, since the enactment of the amendments, substantially adhered to its previously formulated rules [93] and established practices governing representation elections.[94]

As a general rule eligibility to vote in a Board-directed election is limited to employees who were employed in the appropriate unit during the pay-roll period immediately preceding the date of issuance of the direction of election. This includes those who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, but excludes those who quit or were discharged for cause after that date and had not been reinstated prior to the date of the election, and also excluding "employees on strike who are not entitled to reinstatement."

The denial of the franchise to striking employees "not entitled to reinstatement" is dictated by section 9 (c) (3) of the statute, as amended in 1947.[95] As explained in last year's annual report,[96] this means that striking employees are ineligible to vote if they have been permanently replaced by other workers, even though the strike is still current at the time of the election, *unless* the strike was caused by unfair labor practices of the employer. In *Matter of Times Square Stores Corporation*,[97] a representation case in which the Board had to dispose of a large number of challenged ballots cast by striking employees, the Board held that the statutory scheme of separation of functions of the General Counsel and the Board precluded it from deciding in a representation proceeding, solely on the basis of the record made in such proceeding, that a strike had been caused by an unfair labor practice of the employer. Such a determination, the Board concluded, could only be made by it in an unfair labor practice proceeding initiated by the General Counsel through the issuance of a complaint. Accordingly, the striking employees in this case were found to be "economic" strikers,[98] and, as they had been replaced, their challenged ballots were ruled invalid. The Board, in a unanimous opinion,[99] stated:

* * * the act, as written, compels this conclusion. To hold otherwise would not be consistent with the Congressional intent to endow the General Counsel with *final authority* over the issuance and prosecution of complaints under section

[93] See sec. 203 61 of the Rules and Regulations, Series 5, as amended August 18, 1948, which describes the method of conducting the balloting and the post-balloting procedure.

[94] See Eleventh Annual Report, p. 19, ff, Twelfth Annual Report, p. 14, ff, Thirteenth Annual Report, p. 32, ff

[95] The leading case on the construction and application of this subsection is *Matter of Pipe Machinery Co.* (76 N L R. B 254, Supplemental Decision and Direction, 79 N. L. R. B. 1322), which was fully discussed at pp 32-33 of the Thirteenth Annual Report.

[96] Thirteenth Annual Report, *loc cit supra.*

[97] 79 N. L. R. B 361.

[98] In pertinent part, this subsection provides "[The General Counsel] shall have final authority, on behalf of the Board, in respect of the investigation of charges and issuance of complaints under sec. 10 * * *."

[99] Member Reynolds did not participate in this decision.

10. It would, in addition, create the undesirable situation of the Board's acting in practice as a forum for considering the content of charges which the General Counsel, for reasons satisfactory to himself, has thought it proper to dismiss.

In the light of the foregoing, we conclude that an initial finding that a strike was caused by unfair labor practices may be made only in unfair labor practice proceedings. No such proceedings are now before us, for those with sole power to initiate them have chosen not to do so. Nor have findings of unfair labor practice on the facts here involved been made in any other proceeding. We therefore have no choice but to find, without further examination of the facts, that the strike was an economic strike, and that the strikers who participated therein are economic strikers.[1]

The Board customarily directs that the election be held within the 30-day period following the date on which the direction of election issues. In certain situations, however, the choice of the election date is left to the discretion of the regional director. For example, in seasonal industry cases, the Board instructs the regional director to conduct the election at or about the peak employment period, on a date to be determined by him, and provides for voting eligibility to be determined as of the pay-roll period immediately preceding the date of the issuance of the notice of election by the regional director.[2]

The Board is reluctant to direct an election during the pendency of an unfair labor practice charge affecting the bargaining unit involved in a representation proceeding, absent the filing of a waiver by the charging party.[3] An exception may be made to the general practice when, in certain situations, the Board is of the opinion that the direction of an immediate election will effectuate the policies of the act.[4]

Elections under Board auspices are conducted in accordance with strict standards, designed to assure that the participating employees be accorded an opportunity to register a free and untrammeled choice for or against a bargaining representative. Timely objections[5] filed by any party[6] to a representation proceeding, except a noncomply-

[1] So, too, in *Matter of Bauer-Schweitzer Hop & Malt Co , et al* , 78 N L. R B 327, where two challenged voters, discharged employees, were ineligible unless it was determined that their discharges were discriminatory under sec 8 (a) (3) of the act, the Board sustained the challenges without considering the merits of the discrimination issue, because the General Counsel had refused to issue a complaint based upon charges filed in behalf of the two individuals.

[2] See, e g , *Matter of Delta Canning Company, Inc* , 84 N L. R B., No. 95 See also *Matter of Cities Service Oil Co of Pennsylvania (Marine Division)*, 80 N. L. R B., No 235, wherein the Board left to the regional director's discretion the method of voting employees on seagoing vessels.

[3] Consistently with this policy, the Board held in *Matter of E I. Dupont De Nemours and Company*, 81 N. L R. B., No. 39, that a union which had petitioned for an election, knowing of conduct on the employer's part which may have constituted an unfair labor practice, could not, after losing the election, move that it be set aside on the basis of that very same conduct, as to which it had failed to lodge any timely protest with the Board.

[4] See *Matter of Columbia Pictures Corporation, et al* , 81 N L R B , No 207.

[5] Objections must be filed within 5 days after the tally of ballots has been furnished to the parties See secs. 203 61 and 203 87 of the Rules and Regulations

[6] Sec. 203 8 of the Board's Rules (Series 5, as amended) defines "party." In *Matter of Westinghouse Electric Corporation*, 78 N. L. R. B. 315; *Matter of Oppenheim-Collins & Co , Inc* , 79 N L R B. 435, and *Matter of H. O Canfield Company*, 80 N. L. R. B., No. 153, the Board held that individual employees, as such, are not "parties" to a representation proceeding, and therefore have no standing to file objections to an election conducted in such proceeding.

ing union which is barred from the ballot,[7] or a person or organization found to be acting in behalf of such noncomplying union,[8] will be investigated by the Board.[9] If the investigation reveals that there was any substantial defect or irregularity in the conduct of the balloting, or that the eligible voters were restrained, coerced, or in any other manner prevented from exercising a free choice in the selection of a bargaining representative, the Board will void the election.[10] However, it leaves to the good sense of the voter the task of appraising campaign propaganda and considers it the function of the interested parties to counteract the effect of campaign statements that are merely exaggerated, inaccurate, or untrue.[11]

The problem of where to draw the line between union campaign activities that are merely "propaganda" and those which amount to actual coercion or restraint of employees in the exercise on their franchise confronted the Board in a number of representation cases decided during the fiscal year. In *Matter of G. H. Hess, Inc.*,[12] the Board considered, as possible bases for setting aside an election, two remarks made by a union organizer to an employee: (1) Three days before the scheduled election, the organizer said to the worker, "If you don't vote for the union the girls will refuse to work with you." And, (2) on the same occasion the organizer requested the employee, in order to "keep from causing hard feelings," to leave the factory at quitting time on the day of the election instead of going to the polls. This, the Board found, was "underscored" by the further statement, "There has been a lot of rough stuff at these union elections." Two members of the Board (Messrs. Reynolds and Gray) condemned both of these statements as coercive in their reasonably calculated effect upon the listener: the first, because it "conveyed a threat of economic

[7] As noted in pt 2 of this chapter, a noncomplying union sought to be *decertified* in decertification proceedings instituted under sec 9 (c) (1) (A) (ii) is placed on the ballot, and may file objections to the election.

[8] See *Matter of Oppenheim-Collins & Co , Inc , supra; Matter of H. O Canfield Company, supra* Although a noncomplying union in representation proceedings instituted under subsecs (A) (i) or (B) of sec. 9 (c) (1) is not entitled to file objections as a matter of right, the Board considered, on the merits, an "objection" filed by a noncomplying union in *Matter of Woodmark Industries*, 80 N L. R B , No 171 There a plurality of the eligible voters had marked their ballots for the noncomplying union by the use of stickers and other superimposed designations. The regional director voided these ballots and the Board sustained his action, overruling the contention of the noncomplying union that these write-in ballots should have been counted as valid votes *against* the only labor organization on the ballot. Similarly, in *Matter of Belmont Radio Corporation*, 83 N. L R. B., No 5, the Board permitted a group of economic strikers to intervene through their attorney in the post-election proceeding, insofar as it involved the disposition of their challenged ballots.

[9] The investigation may include a formal hearing, if the Board so directs, in a case where exceptions are filed to the regional director's report on objections. See sec 203.61 of the Board's Rules and Regulations, Series 5, as amended.

[10] The Board may set aside an election because of conduct on the part of either the employer or a labor organization which does not amount to an unfair labor practice, but in practice it seldom finds that conduct which does not amount to an unfair labor practice nevertheless is sufficiently serious to warrant setting aside the election. See Thirteenth Annual Report, pp. 34-35

[11] See *Matter of N. P Nelson Iron Works, Inc* , 78 N. L R B. 1270, *Matter of Champion Spark Plug Company, Ceramic Division*, 80 N. L. R B , No. 12

[12] 82 N L R. B , No 52.

reprisal, i. e., that [the employee addressed] would, through the efforts of the union, be deprived of her job should she vote against the union";[13] the second, because it constituted an implied threat of bodily harm if the employee should go to the polls in defiance of the union organizer's advice. Members Houston and Murdock disagreed with this position on both counts. As to the remark, "the girls will refuse to work with you," these two members held in their dissenting opinion that this was only "a commonplace reference * * * in the usual context" to the privilege of trade-union members to "refuse to work with those who do not share their views on the value of collective bargaining." The dissenting opinion also asserted that the statement in question was exactly comparable to *employer* statements prophesying that unionization would have adverse economic consequences, which the Board had held in another case [14] to be privileged as "free speech." As to the union organizer's admonition to stay away from the polls, Members Houston and Murdock stated that they did not approve "this kind of election tactic," but were unwilling to set the election aside because of this one episode, which seemed to them "isolated" and "quite insubstantial" as there was no "context of force or threats of violence." Chairman Herzog, who cast the deciding vote in this case, agreed with Members Houston and Murdock as to the first of the union organizer's remarks. But he voted to set the election aside solely because of the intimidatory character of the union organizer's direction to a worker to keep entirely away from the polls. The Chairman stated, in his separate concurring opinion, that this type of interference with an election constituted too serious a threat to the democratic process to be belittled or tolerated in any case. He said that "Threats calculated to keep employees from coming to the polls to exercise the franchise may never be tolerated by this Board, whatever their source and whatever their effect. * * * The fact that a ballot may be secret when cast and counted gives little comfort and less assurance to the citizen or employee who dares not cast any ballot at all." [15]

In any election where "none of the choices on the ballot receives a majority," section 9 (c) (3) of the act provides that "a run-off election

---

[13] Members Reynolds and Gray added. "We vigorously disagree with our dissenting colleagues [Members Houston and Murdock] that this statement amounted to no more than a mere expression of an intent to strike, an expression which we would hold protected as free speech just as zealously as our colleagues."

[14] *Matter of Mylan-Sparta Company, Inc*, 78 N. L. R. B 1144

[15] Cf. *Matter of N. P. Nelson Iron Workers*, 78 N. L. R B 1270, and *Matter of Champion Spark Plug Company*, 80 N. L R B, No 12, where the Board overruled objections based upon the following union campaign statements, and others in like vein "A vote for the union will bring you these things called job security and a living in wages", and "When this election is out of the way, your demands must be granted by the company." In *Matter of The Fairbanks Company*, 81 N. L. R B, No. 132, a panel of the Board (Chairman Herzog and Member Reynolds, with Member Gray dissenting) declined to set aside an election where the union had told employees that if the union lost the election the employer would immediately cut their wages, but the employer had published a denial of this statement before the time of the balloting.

shall be conducted, the ballot providing for a selection between the two choices receiving the largest and second largest number of valid votes cast in the election.[16] In obedience to this provision the Board has abandoned its former practice of eliminating the "no union" choice from the run-off ballot in any case where that choice failed to receive the plurality of votes cast in the original election.[17] However, the Board has held that a run-off election is not mandatory under section 9 (c) (3) where it would in all probability be futile.[18]

There has been no change in the Board's settled rule that the vote of a majority of the employees participating in an election in a representation case, rather than a majority of those eligible to vote, is decisive of the question of representation,[19] provided only that a representative number of the eligible employees cast ballots.[20]

5. The unit appropriate for purposes of collective bargaining

One of the Board's most important functions is to delineate collective-bargaining units. These determinations must be made in all cases arising under section 9 of the act, as well as in cases where either an employer or a union is charged with refusing to bargain collectively, in violation of section 8 (a) (5) or section 8 (b) (3).[21] Under section 9 (b), the Board is vested with broad discretion to decide what unit is appropriate to "assure to employees the fullest freedom in exercising the rights guaranteed by this Act, * * *" subject to specific restrictions as to the treatment of professional employees, guards, and craft groups.[22]

In any case where there is a controversy as to the bargaining unit,[23] one or more of the following questions is usually presented to the

[16] Under sec 203.62 of the Board's Rules (Series 5 as amended) this procedure is applicable only in an election where the original ballot provided for not less than three choices. The cited rule also provides: "Only one run-off shall be held pursuant to this section."

[17] See the Board's direction of a run-off in one of the voting groups (Group 4) in *Matter of J. I Case Company*, 81 N L R B., No. 149.

[18] See *Matter of United States Rubber Company*, 83 N. L R B , No 52, *Matter of Bauer-Schweitzer Hop & Malt Co., et al* 79 N. L. R. B. 453. In both these cases, the two unions on the ballot were tied for first place, and there were no votes for the "no union" choice.

[19] As the Board pointed out in *Matter of Best Motor Lines*, 82 N. L R. B., No 35, this means that a union appearing on the ballot in a decertification case will be "decertified" if it polls only 50 percent of the votes cast, even though a majority have not voted *against* the union.

[20] See Eleventh Annual Report, p. 23; Twelfth Annual Report, p. 18, Thirteenth Annual Report, pp. 35 and 44. Contrast the statutory requirement in union-shop referendum cases, discussed on p. 7 of this chapter, *infra*.

[21] The proviso to sec. 8 (a) (3), too, protects discrimination pursuant to a union-shop contract, provided, among other things, that the contracting union "is the representative of the employees as provided in sec. 9 (a), *in the appropriate collective bargaining unit* covered by such agreement when made, * * *" [Italics supplied]

[22] These limitations on the Board's discretion are contained in three *provisos* to sec. 9 (b), which were added by the 1947 amendments For a fuller discussion of these and other changes in the statutory provisions as to appropriate units, see Thirteenth Annual Report, pp. 35–40.

[23] Ordinarily where all parties to a representation proceeding agree upon the bargaining unit and such unit meets the basic tests of appropriateness and does not violate the statutory interdictions, the Board will approve the agreement of the parties.

Board for decision: What should be the *general type* or character of the unit, for example, whether it should be an industrial unit embracing all the employees in a broad class such as production and maintenance workers, or a craft unit confined to a small, specialized group within the class of production or maintenance employees; what the *scope* of the unit should be, i. e., whether it would embrace all employees in a given class at only one plant or establishment of one employer, or at several plants of one employer or at all or several plants of a group of associated employers; and, finally, what the specific *composition* of the unit should be, that is, whether or not it should include occupational groups of employees such as clerks, inspectors, helpers, technical employees, and a host of others who, in a particular case, may be on the "fringe" of the class constituting the unit as a whole. Related to questions in this last category are problems of determining what personnel, otherwise akin to the employees in the unit, must be excluded because they are specifically exempted from the definition of "employee" in section 2 (3) of the act—for example, "supervisors." [24]

As noted in the last annual report, the 1947 amendments to the act have, in the main, left unchanged the familiar basic tests of appropriateness formulated by the Board during the years it administered the act prior to the amendments. Thus, in resolving unit issues, the Board is still guided by the fundamental 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, should be appropriately grouped in a single unit. Various factors are taken into consideration by the Board in applying this general rule to the particular facts of each case. Chief among these criteria of appropriateness are: (1) the extent and type of union organization [25] and the history of collective bargaining in behalf of the employees involved or other employees of the same employer or of other employers in the same industry; (2) the duties, skill, wages, and working conditions of the employees; (3) the relationship between the proposed unit or units and the employer's organization, management, and operation of his

[24] Sec. 2 (3) excludes "any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse, or any individual having the status of an independent contractor, or any individual employed as a supervisor, or any individual employed by an employer subject to the Railway Labor Act, as amended from time to time, or by any other person who is not an employer as herein defined"

[25] Subsec. 9 (c) (5) provides "In determining whether a unit is appropriate for the purposes specified in subsec. (b) [of sec 9] the extent to which the employees have organized shall not be controlling" However, the extent of employee organization is still *one* of several factors to be weighed in determining the appropriateness of a unit. See *Matter of Waldensian Hosiery Mills, Inc*, 83 N L R. B., No 113.

business, including the geographical location of the various plants involved; and (4) the desires of the employees themselves.[26]

Section 9 (b) (2) forbids the Board to "decide that any craft unit is inappropriate * * * on the ground that a different unit has been established by a prior Board determination, unless a majority of the employees in the proposed craft unit vote against separate representation." This new statutory provision has resulted in an increasing number of petitions being filed by labor organizations seeking to carve segments from established bargaining units. In most such cases, the Board has permitted severance of the groups sought, provided they meet certain basic tests of identifiableness and homogeneity. As a general rule, where the employees in a proposed unit are commonly engaged in craft work of a distinctive nature,[27] or where the requested unit is composed of skilled employees constituting a department with a craft nucleus,[28] or the employees sought comprise a departmental group which has, by custom and practice, come to be regarded as craftlike,[29] the Board will permit their severance from an established plant-wide or otherwise more comprehensive unit, according to their desires as expressed in a self-determination election.[30] Where,

[26] It is in cases where the Board applies its long-standing "Globe" doctrine, allowing the interested employees to choose by secret ballot between two equally appropriate units, that this fourth factor assumes particular importance. Typically, in a case where a Globe election is directed, the employees in a craft group are afforded the opportunity to indicate that they prefer to be established as a separate bargaining unit, apart from a broader industrial unit in which they would otherwise be included, by voting for the craft union that seeks to represent them separately, as against the industrial union that desires to represent them as part of the broader unit. But in such an election, a majority of the employees in the craft group will sometimes vote for the "no-union" choice, or for an industrial union which fails to win a majority in the balance of the industrial unit for which it desires to bargain. In *Matter of J I Case Company*, 81 N. L. R. B., No. 149, the Board passed upon what its post-election unit determinations should be in such a situation. The majority (Member Murdock dissenting) dismissed the petition—in effect, certifying "no union" and finding no unit appropriate for a craft group of employees who had voted against both the unions on the ballot, and found that another craft group, whose majority had voted for the *industrial* union, nevertheless constituted an appropriate *craft* unit. The industrial union was certified as the representative of this craft unit alone, as it had lost the election in the residual production and maintenance group in which the craft employees would otherwise have been included Member Murdock argued, in his dissent, that because in each instance they had voted against being severed as a craft unit, the craft employees in both groups should have been merged with the residual group of production and maintenance employees for purposes of a run-off election and the Board's ultimate unit finding.

[27] See e. g., the following cases involving pattern makers. *Matter of American Steel Foundries*, 85 N. L. R. B., No 7; *Matter of General Motors Corporation, Buick Motors Division*, 79 N. L. R B 376, *Matter of W A. Jones Foundry & Machine Co*, 83 N. L R B, No 28, the following cases involving electricians *Matter of National Carbide Corporation*, 85 N L. R B., No 15, *Matter of Gaylord Container Corporation*, 80 N L. R B., No. 181, the following cases involving machinists *Matter of E I DuPont DeNemours and Company*, 83 N. L R B., No. 131, *Matter of Columbia Pictures Corporation*, 80 N. L. R B., No 214, *Matter of C Hager & Sons Hinge Manufacturing Company*, 80 N. L R B, No 36, the following case as to polishers and buffers. *Matter of Murlin Manufacturing Company*, 80 N. L. R B. 309, and the following case involving sheet-metal workers, carpenters, bricklayers, pipe fitters' *Matter of Standard Oil Company of California*, 79 N. L. R. B. 1466.

[28] See *Matter of International Harvester Company (Indianapolis Works)*, 82 N. L. R B., No. 86.

[29] See *Matter of C. A. Swanson and Sons*, 81 N. L. R. B., No. 54, and cases cited therein. Such groups include boiler room and powerhouse employees (*Matter of Jacobsen Mfg. Co.*, 82 N. L. R. B., No. 158, but cf. *Matter of Lynn Gas and Electric Company*, 78 N L. R. B 3); truck drivers and allied classifications (*Matter of Standard Oil Company (Indiana)*, 81 N. L. R. B, No. 227); foundry employees (*Matter of W. A. Jones Foundry & Machine Co.*, 83 N. L. R. B., No. 28).

[30] See footnote 6, *supra*.

856215—50——4

however, the employees sought to be severed are not members of a traditional craft group,[31] or lack the requisite skills appertaining to their respective craft designations,[32] or comprise but a segment of a craft group employed in the plant,[33] the Board has refused to permit their severance from an already existing more comprehensive unit.

In the leading *National Tube* case,[34] discussed in last year's annual report, the Board construed section 9 (b) (2) as not limiting its discretion to find a craft unit inappropriate in certain situations, so long as it does not rely upon the fact that a different unit had already been established by a prior Board determination. During the past fiscal year, the Board continued to apply the *National Tube* doctrine of denying severance to craft groups in the basic steel industry, because of the complete integration of all employee functions in the steelmaking process and the prevailing pattern of industrial units in the industry.[35] For substantially the same reasons, the Board has refused to establish separate units for certain skilled groups in other industries where the work performed by these employees is a regular and indispensable segment of and is inextricably integrated with the production process.[36]

The Board, prior to its decision in *Matter of Armstrong Cork Company*,[37] consistently refused, even in the absence of any prior history of industrial bargaining, to recognize the appropriateness of a departmental unit limited to the maintenance employees of a typical manufacturing plant, on the ground that such a unit embraced essentially a multicraft grouping of employees with varying skills and therefore lacked sufficient homogeneity and cohesiveness to warrant establish-

[31] Thus, the Board has refused to recognize as craftsmen, "die-cutters" employed in the manufacture of aluminum foil labels (*Matter of Reynolds Metals Company*, 84 N. L. R. B., No. 11), employees engaged in creating and preparing window displays for retail department stores (*Matter of Frederick Loeser & Company, Inc*, 85 N L. R. B., No. 52), appliance servicemen employed in retail stores (*Matter of Employee Relations Commission*, 80 N L. R B., No 231), loom fixers employed in textile manufacturing plants (*Matter of New Bedford Cotton Manufacturer's Association*, 78 N. L. R. B. 319); riggers and crane operators (*Welding Shipyards, Inc.*, 81 N L. R. B , No 143), pipe coverers (*Sylvania Division, American Viscose Corporation*, 84 N L. R. B., No 25); and garage mechanics in an oil refinery (*Matter of Gulf Oil Corporation*, 79 N. L. R. B. 1274).

[32] *Matter of Irvington Varnish & Insulator Company*, 84 N. L. R. B , No. 5.

[33] *Matter of North American Aviation, Inc.*, 78 N L. R. B 142, *Matter of Monsanto Company*, 78 N. L. R B. 1249; *Matter of Permanente Metals Corporation*, 82 N. L. R. B., No. 78. But cf. *Matter of Mueller Brass Company*, 78 N. L. R. B. 1092.

[34] 76 N. L R B. 1199.

[35] *Matter of Baldwin Locomotive Works, Standard Steel Works Division*, 78 N. L. R. B. 803.

[36] See e. g , *Matter of Ford Motor Company (Maywood Plant)*, 78 N L. R. B 887, where the Board refused to establish electricians employed in an automobile assembly plant as a separate appropriate unit, because they regularly and repetitively performed such indispensable assembly-line operations as to constitute an integral part of the production process See also *Matter of Dodge San Leandro Plant*, 80 N. L. R. B. 1031, *Matter of General Motors Corporation, Fisher Body Division—Van Nuys Plant*, 79 N. L. R. B. 341. And cf. *Matter of Corn Products Refining Company*, 80 N. L. R. B., No. 78, which involved the question of craft severance in the wet milling industry. The Board there held that in view of the fact that bargaining in the industry in general, like that at the particular plant involved, had traditionally followed an industrial pattern and because the departmental groups sought to be severed, comprising boiler room employees and engine room employees, constituted closely integrated parts of the production process, they might not appropriately be severed from the established plant-wide production and maintenance unit.

[37] 80 N. L. R. B., No. 203.

ment as a separate bargaining unit.[38] The *Armstrong Cork* case, however, marked a partial abandonment of this policy. In finding that the maintenance department unit sought therein by one of the petitioning unions might constitute an appropriate unit, the Board said:

> The unit sought by the IAM is essentially a multicraft unit of maintenance employees. Although such a group may lack the inherent cohesiveness of a unit limited to employees of a single craft, it is clear that, as a group composed primarily of maintenance craftsmen, the members posssess interests in common, distinct from those of the production employees, which are sufficient to warrant their original establishment in a separate unit.

Under certain circumstances, however, the Board has refused, even since the *Armstrong Cork* decision, to find appropriate a separate unit of maintenance employees. Thus, maintenance employees, as a departmental group, will not be severed where there has already been a bargaining history at the plant involved on an industrial basis.[39] The Board also disapproved a separate maintenance unit in one case where there was no separate maintenance department, but where there was common supervision of maintenance and production employees and a high degree of integration between maintenance and production, and where the maintenance employees performed tasks of specialists rather than of true craftsmen.[40]

The Board has continued to protect multiplant and multiemployer units which have stood the test of time. Where the employees at all or several like plants of a single employer have been treated historically as a single unit for the purposes of collective bargaining, the Board will not ordinarily approve the severance of one of the constituent plant groups.[41] This rule applies even where the employees petitioning for severance on a single-plant basis group are craftsmen who, as such, would be entitled to be severed from the existing industrial unit if their proposed unit included all employees in the same craft throughout the system for which a pattern of multiplant bargaining

---

[38] See *Matter of George S Mepham Corporation*, 78 N L R. B 1081; *Matter of Jefferson Chemical Company*, 79 N. L. R B. 584 and cases cited therein. The decision in the latter case was reversed on reconsideration following the issuance of the *Armstrong Cork* decision (81 N L. R B , No 229).

[39] *Matter of Rex Paper Company*, 83 N. L. R B., No. 33 The Board, however, has held that a history of collective bargaining at a former plant of the employer embracing a more comprehensive unit does not establish such a history at a new operation so as to preclude the establishment of the new plant's maintenance employees as a separate unit *Matter of Goodyear Tire and Rubber Company (Special Products Plant "C")*, 80 N. L R. B., No 160, *Matter of St Regis Paper Company (Multi-Wall Bag Plant)*, 84 N. L R. B , No. 55

[40] *Matter of Celanese Corporation of America*, 84 N L R. B , No. 26.

[41] *Matter of Libbey Owens-Ford Glass Company*, 78 N. L. R. B. 1170, *Matter of Schenley Distillers Corp* , 80 N. L. R. B., No 27.

Absent a history of bargaining on a multiplant basis, a controversy as to whether the bargaining unit ought to embrace more than one of several geographically separated plants will be decided in the light of such factors, bearing on the scope of the employees' common interests in the subject matter of collective bargaining, as interchange of employees between plants, common supervision, and integration of function and management. See *Matter of Sargent & Company*, 78 N. L R. B. 918, *Matter of North Memphis Lumber Co.*, 81 N. L. R. B., No. 123; *Matter of Westbrook Enterprises*, 79 N. L. R. B. 1032.

had previously been established.[42] Moreover, the Board (Members Houston and Gray dissenting) decided in *Matter of Joseph E. Seagram & Sons, Inc.*,[43] that the geographical scope of the unit for a special class of employees, who had not been included in any previously established bargaining unit, ought to coincide with the scope of a long-established multiplant unit consisting of the same employer's other employees. In this case, the Board refused to approve a proposed unit consisting of guards [44] at only one plant of the employer, because the production and maintenance employees at this and other plants of the employer had bargained for several years on a multiplant basis.[45]

In determining whether or not a proposed unit consisting of employees of several independent and competing employers is appropriate, the Board gives special weight to the history of collective bargaining. It has been the Board's policy for several years to find a multiple-employer unit appropriate where all the employers in the group, either as members of a formal association or otherwise, have jointly engaged in collective bargaining with a single union representing all their employees.[46] This year the Board continued to follow the same policy, but, in the important *Associated Shoe* case,[47] reaffirmed (Members Houston and Murdock dissenting) its earlier view [48] that, where most of the employers in the group are members of an employer association, nonmembers will not be included in the bargaining unit if they have done no more than habitually accept, for themselves, contracts identical with those negotiated between the union and association. The majority in this case held:

* * * the essential element, in our opinion, for establishment of a multiple-employer unit is participation by a group of employers, whether members or nonmembers of an association, either personally or through an authorized representative, in joint bargaining negotiations.

Applying this test to the facts of the *Associated Shoe* case, the Board refused to recognize the appropriateness of a single area-wide multiple-

[42] See *Matter of American Viscose Corporation*, 79 N. L. R. B. 958.

[43] 83 N. L. R. B., No. 18.

[44] In their dissenting opinion, Members Houston and Gray stated:

"In view of the deliberate Congressional mandate to isolate guards from rank and file employees (referring to the proscription in sec. 9 (b) (3) against the inclusion of guards in a unit with other employees) it seems highly anomalous to us to hold, as does the majority, that the collective bargaining opportunities of guards should be determined by the pattern established by the very employees from whom they must be insulated."

[45] Still more recently, in *Matter of Columbia Pictures Corporation*, 84 N. L. R. B., No. 18, the Board applied this same rule in a multiple-employer situation, where the petition, which was denied, sought to establish separate units of specialized employees (otherwise appropriate) at the establishments of each of two employers whose other employees were historically included in multiple units coextensive with an employer association. Mr. Houston again dissented, holding that this decision was an "unwarranted" extension of the doctrine of the *Seagram* case.

[46] See Tenth Annual Report, pp. 28-30, Eleventh Annual Report, p. 26, Twelfth Annual Report, p. 21.

[47] 81 N. L. R. B., No. 38.

[48] Enunciated in *Matter of Advance Tanning Company*, 60 N. L. R. B. 923, decided in 1945.

employer unit which would have included both members and nonmembers of an employer association. There the nonmembers, with one exception, desired to have their employees included in the area-wide unit, and each nonmember employer had consistently, over a period of years, orally contracted with the union that was a party to the association contract to apply the terms of the existent association agreement to its employees. The Board based its decision to exclude the nonmember employers from the multiple-employer unit on the fact that they had persistently remained aloof from any participation in the group bargaining conducted by the association. It said:

> Only by such participation does an employer undertake the obligations and responsibilities of joint bargaining, and only under such circumstances can it be said that its employees have been bargained for jointly with the employees of other employers upon a multiple-employer basis.[49]

In another case [50] decided shortly after the *Associated Shoe* case, the Board excluded from a multiple-employer unit the employees of those employer members of an association who not only opposed their inclusion, but had given notice that they would not be bound by any contract subsequently negotiated by the association. They had stated at the hearing and in their brief, that the association's negotiating committee was no longer authorized to bargain in their behalf.

In one case [51] a contract contained an escape clause whereby the parties stipulated, in effect, that whenever the majority of the employees at a particular mill of an association member were represented by a union other than the contracting union, that member company would not be required to adopt the master contract. The Board considered that indicative of the appropriateness of either a single plant or association-wide unit depending upon the desires of the employees as expressed in separate plant elections.

Section 9 (b) (1) of the act forbids the inclusion of both *professional employees* [52] and nonprofessional employees in the same unit, "unless a majority of such professional employees vote for inclusion in such unit." Pursuant to this statutory policy, the Board either excludes professional employees from units consisting of nonprofessionals, or, if the inclusion of the professionals in a particular unit is otherwise appropriate, directs a "Globe" election for the professional workers in order to ascertain their desires as to inclusion in the nonprofessional

---

[49] In their dissenting opinion, Members Houston and Murdock took the position that the execution of identical contracts was much more persuasive evidence of the desire of a group of employers to be bound by group action than mere participation in "preliminary" bargaining negotiations. In their opinion, "The anomalous result in *Advance Tanning* is so logically inconsistent and unrealistic, that we would overrule that decision for those reasons alone."

[50] *Matter of Air Conditioning Company of Southern California et al.*, 81 N. L. R. B., No. 144.

[51] *Matter of Eastern Sugar Associates*, 80 N. L. R. B., No. 19.

[52] The term "professional employee" is elaborately defined in sec. 2 (12) of the act.

unit.[53] However, the Board has construed section 9 (b) (1) as not precluding the establishment of a single unit or voting group composed of both professional and nonprofessional employees, provided that the group is *predominantly* professional, including only a small minority of technical workers below professional grade.[54]

Another *proviso* to section 9 (b) forbids the inclusion of *guards* in units with other employees, and also forbids the certification of any labor organization as the representative of guards if it "admits to membership or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards." This same subsection defines a guard as—

> any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises;

The applicability of this definition has been in issue in a number of cases before the Board in the 1949 fiscal year. In *Matter of Carbide and Carbon Chemicals Corporation*,[55] the Board found that fire fighters employed at an atomic energy plant were not "guards," because they did not perform the same functions and, except in emergency situations, did not have the same powers as the employer's patrolmen who concededly were "guards." At the time of the last annual report, the Board had held, in *Matter of Brinks, Incorporated*,[56] that armored truck guards engaged in transporting and guarding property belonging to their employer's customers were not guards within the meaning of section 9 (b) (3). That decision rested in substantial part upon the fact that the property which the truck guards protected did not belong to their own employer. However, in *Matter of American District Telegraph Company*,[57] decided in May 1949, the Board was faced with the problem of determining the status of employees of an employer engaged in the business of protecting industrial, business, and Government property. The majority, with Chairman Herzog and Member Houston dissenting, held that the employer's operating department employees who were primarily engaged in protecting the property of employers other than their own were "guards" within the meaning of section 9 (b) (3). The Board, in deference to the intent of Congress to insulate plant guards from regular production workers employed in the guarded premises, so that the guards' primary duty of maintaining the security of those premises would not be hampered by any sense of loyalty to fellow employees other than guards, declined to

[53] See *Matter of Solar Manufacturing Corp.*, 80 N. L. R. B , No. 209; *Matter of Union Electric Power Company, etc.*, 83 N. L. R B , No 132; *Matter of Standard Oil Company (Indiana)*, 80 N. L. R. B., No. 193.
[54] *Matter of Westinghouse Electric Corporation, Lamp Division*, 80 N. L. R. B., No. 101.
[55] 9 N. L. R. B. 83.
[56] 77 N. L. R. B. 1182.
[57] 83 N. L. R. B., No. 84.

draw a distinction between plant guards hired directly by an employer and plant guards who were employed by a guard service. In reaching this conclusion, the Board reversed the *Brinks* decision, insofar as it relied upon the fact that the property which the alleged guards protected did not belong to their own employer.

Section 2 (3) of the act as amended excludes *supervisors* from the class of persons defined as "employees" for the purposes of the statute. The Board is thereby precluded from including supervisors in units of rank and file employees or from establishing separate units consisting of supervisors. Section 2 (11) of the act defines a supervisor as—

> any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

This definition, the Board has held, invests with supervisory status individuals whose only authority is "responsibly to direct" other employees, even though they are not authorized "to hire, transfer, etc." or otherwise effect changes in the status of employees, or "effectively recommend such action." [58] Nevertheless, the statutory definition is substantially similar, both in form and content, to the descriptive formula used by the Board for several years before enactment of the 1947 amendments, to identify those supervisory employees who were, as a matter of policy, excluded from bargaining units of rank and file employees.[59] The Board has held that sections 2 (3) and 2 (11) require no alteration of the established rule that such minor overseers as strawbosses, leadmen, set-up men, craftsmen with helpers, and the like, themselves workers, are not normally regarded as "supervisors." [60] An individual's job title is not determinative of his status, however. The Board will decide whether or not particular individuals are in reality "supervisors" within the meaning of the statutory definition in the light of all the relevant facts and circum-

[58] See *Matter of The Ohio Power Company*, 80 N L R B., No 205, revised, 24 L. R R M. 2350, July 25, 1949 (C A. 6)

[59] The Board's original formulation is contained in the following statement in *Matter of Douglas Aircraft Company, Inc.*, 50 N. L R B. 784 at 787. "As a general rule, it is our policy to exclude from the appropriate unit employees who supervise or direct the work of employees therein, and who have authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of such employees, or whose official recommendations concerning such action are accorded effective weight "

The controversy, finally settled by Congress by the 1947 amendments, as to whether or not supervisors, as "employees," might comprise *separate* bargaining units, did not bear upon the issue set forth in the above-quoted description. See Tenth Annual Report, p. 34; Eleventh Annual Report, p. 31.

[60] *Matter of The Ohio Power Company, supra* And see *Matter of Atlanta Coca-Cola Bottling Company*, 83 N L R B , No 23, where the Board held that the driver salesmen of a beverage distribution company were not supervisors, although each driver salesman normally worked with a helper, over whom he had some control The Board said "the direction by the driver-salesmen of the simple activities of their individual helpers is routine in character, and in our opinion their authority does not exceed that of a skilled craftsman with respect to a single helper working under his direction." But cf *Matter of Atlas Tag Company*, 84 N L. R B , No. 83.

stances, including such matters as the regularity or frequency of the disputed worker's exercise of supervisory authority, and the proportion of alleged supervisors to rank and file employees.[61]

Section 2 (3) of the act also excludes *independent contractors* from the category of "employees." As noted in the last annual report, the legislative history of the 1947 amendments shows that Congress intended to give the term "independent contractor" its conventional meaning, following the ordinary common-law test, namely, the "right of control."[62] "Under this doctrine," as the Board stated in one case,[63] "an employee relationship, rather than that of independent contractor, exists where the person for whom the services are performed reserves the right (even if not exercised) to control the manner and means by which the result is accomplished. * * * The facts and circumstances from which possession of such power to control may be determined vary from case to case, and are dependent in large measure upon the nature of the functions in question and the degree to which the possibility of detailed supervision is present in such functions."

"Any individual employed as an *agricultural laborer*" is also excluded from the term "employee" as defined in section 2 (3) of the act. Neither in section 2 nor elsewhere in this statute is the term "agricultural laborer" itself defined. However, the Board's appropriation acts for each fiscal year beginning with 1946-47 have carried "riders" prohibiting the use of Board funds in cases concerning "agricultural laborers" as defined in section 3 (f) of the Fair Labor Standards Act of 1938. Accordingly, in *Matter of William H. Elliott & Sons Company*,[64] dismissing a petition for a unit of greenhouse employees,[65] the Board held that under this appropriation rider,

[61] See *Matter of The Ohio Power Company, supra, Matter of United States Gypsum Company*, 79 N L R B. 48 The Board's petition for *certiorari* to review the decision of the Circuit Court in the *Ohio Power* case, was filed in the Supreme Court on October 21, 1949

[62] See *Matter of Morris Steinberg, et al.*, 78 N. L. R B 211, Thirteenth Annual Report, pp 38-39

[63] *Matter of San Marcos Telephone Company*, 81 N. L. R. B., No. 53 (applying the common-law "control" test the Board found that certain clerks working on the premises of a telephone company, using the company's equipment, and rendering services which constituted "an integral and functional part" of the company's service to the public, were "employees" of the company within the meaning of section 2 (3), even though they were paid—on a reimbursable basis—by an accountant who had undertaken to perform auditing and accounting services for the company, and who had power to hire and discharge the clerks in question) Compare the following cases where the Board found that the relationship in question was that of independent contractor, rather than employer-employee. *Matter of Alaska Salmon Industry, Inc*, 81 N. L. R. B., 215, *Matter of Roy O. Martin Lumber Company, Inc*, 83 N. L. R B., No. 107; *Matter of Hearst Consolidated Publications Inc. et al*, 83 N. L R. B, No. 4.

[64] 78 N L R B 1078

[65] Before enactment of the appropriations "rider" the Board had held that such employees were not "agricultural laborers" within the meaning of sec. 2 (3) of the act See *Matter of The Park Floral Company*, 19 N. L. R. B. 403 (1940).

the definition contained in the Fair Labor Standards Act [66] is "now controlling on the question of whether particular employees are 'agricultural laborers' within the meaning of section 2 (3) of the act."

Many recurrent questions as to the composition of bargaining units, not controlled by any of the foregoing specific statutory provisions, are decided by application of certain discretionary principles which the Board has formulated in the course of its experience. For example, office clerical workers are generally segregated from manual workers for collective bargaining purposes; [67] but plant clericals are ordinarily included in units of production and maintenance employees.[68] "Confidential employees," that is, employees who confidentially assist employer officials exercising managerial functions in the field of labor relations,[69] are uniformly excluded from units of other clerical workers; however, the Board has pointed out that this policy does not apply to employees who merely do work that acquaints them with such confidential information as "secret designs, patents, or formulae of the employer," outside the field of labor relations.[70] These and a number of similar principles which have been applied to solve certain "fringe" questions have undergone no noteworthy change in the 1949 fiscal year.[71] Also, except in union-shop referendum cases, discussed below, the Board has continued to adhere to its long-settled view that a bargaining unit, to be appropriate, must consist of more than one employee.[72]

[66] In the *Elliott* case and a number of others decided by the Board during the last fiscal year the following part of that definition was cited as pertinent: "'agriculture' includes farming in all its branches and among other things includes * * * the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities * * * and any practices * * * performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market."

As to the meaning of the phrases "any practices performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, etc." see *Matter of DiGiorgio Fruit Corporation*, 80 N L R B., No. 38 (cannery employees engaged in processing fruit grown in their employer's own groves by changing its form held not "agricultural laborers," because their work was related to a "commercial" activity and was not viewed by the Board as "an integral part of ordinary production or farming operations"), but compare *Matter of Salinas Valley Vegetable Exchange*, 82 N. L R. B , No. 6 (packing shed workers engaged in packing produce grown on their employers' own fields, preparatory to shipment to market, held to be "agricultural laborers"). For other cases in which the Board found the employees involved not to be "agricultural laborers" within the meaning of sec. 2 (3) and the rider, see *Matter of Wm. P McDonald Corporation*, 83 N L. R. B., No. 66, *Matter of Monte Alto Citrus Association*, 83 N. L. R B , No 159; *Matter of Atlantic Commission Company, Inc* , 84 N. L. R. B., No 230.

[67] *Matter of General Motors Corporation, Fisher Body Division, etc* , 79 N L. R. B. 341, *Matter of D T. Hunt d/b/a H & W. Studio et al* , 82 N L R. B , No. 122.

[68] *Matter of The Clark Thread Company*, 79 N L. R B 542, *Matter of S. S. Pierce Co* , 82 N. L. R. B , No. 147.

[69] The terms "confidential" and "managerial" were defined by the Board in *Matter of Ford Motor Company*, 66 N L R B 1317 (1936), and the definitions formulated in that decision are still regularly applied. See *Matter of American Window Glass Company*, 77 N. L R B. 1030 (Member Gray dissenting), and *Matter of Automatic Electric Company*, 78 N. L R B. 1057.

[70] *Matter of Lykens Hosiery Mills, Inc* , 82 N. L. R B., No 125; and see *Matter of Automatic Electric Company, supra*, and *Matter of The Ohio Associated Telephone Company*, 82 N. L. R. B., No 123 (clerks having access to personnel records, without more, are not "confidential employees" as the Board defines the term).

[71] See Tenth Annual Report, pp 34-35; Eleventh Annual Report, p. 32, Twelfth Annual Report, p. 22; Thirteenth Annual Report, p 40

[72] *Matter of Griffin Wheel Company*, 80 N. L. R. B , No 230, and cases cited therein.

In determining the appropriate unit in *decertification* proceedings which, like certification cases, arise under section 9 (c) of the amended act, the Board as a general rule applies the same principles that are applicable to certification cases.[73] Ordinarily the unit found appropriate for purposes of a decertification election will coincide exactly with the unit for which the union named in the petition has previously been certified or is currently recognized as representative. However, this is not always the case. If duly requested, the Board will direct a decertification election for a group of employees included within a larger unit, if the small group could appropriately be severed for the purposes of separate representation.[74] Of course, regardless of the composition of the historical unit, the Board excludes from any decertification unit persons, such as supervisors, who are not "employees" covered by the act.[75]

6. Union-shop referendum cases

Section 8 (a) (3) and 8 (b) (2) of the amended act forbids discrimination in regard to the hire or tenure of employment of employees tending to discourage or encourage union membership, unless, among other things, such action is based upon a union-shop contract which meets certain conditions prescribed in section 8 (a) (3).[76] One of these conditions is that the contracting union shall have been authorized to make a union-security agreement, by the votes of a majority of the employees eligible to participate, in an election con-

[73] *Matter of Illinois Bell Telephone Company*, 77 N. L. R. B. 1073; *Matter of Ellis-Klatscher & Co.*, 79 N. L. R. B. 1830. In *Matter of Mountain States Telephone and Telegraph Company*, 83 N. L. R. B., No 117, the Board first qualified this general rule. In that case the majority of the Board, Member Murdock dissenting, directed a decertification election in a unit of professional engineering employees who were currently included in a more comprehensive unit of the employer's employees, but it excluded one classification of professional engineers (office engineers) from the unit in which the election was directed, because they had not been included under the contract covering the comprehensive unit. The Board said, "In our opinion, it would be anomalous to permit office engineers to vote in an election the purpose of which is to determine whether the union shall continue to represent a group of employees, of which the office engineers have never been a part, for purposes of collective bargaining." The dissenting member stated, "Since under ordinary representation principles we would not permit less than all the engineers to be severed from the existing contract unit, I would include the office engineers in order to make appropriate the unit which our direction of election permits to be carved out. Whatever logical difficulties inhere in that course I find easier to surmount than to accept the majority's alternative of proceeding to an election in a unit which is not appropriate."

[74] The Board has directed self-determination elections in decertification cases involving such severable groups as craft employees (*Matter of Gabriel Steel Company*, 80 N. L. R. B., No. 210); technical employees (*Matter of American Smelting and Refining Company*, 80 N. L. R. B., No. 18,) professional employees (*Matter of Mountain States Telephone and Telegraph Company, supra*).

[75] See e. g., *Matter of Ellis Klatscher & Co., supra.*

[76] The pertinent part of this proviso to sec. 8 (a) (3) reads: "*Provided*, That nothing in this act * * * shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in sec. 8 (a) of this act as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in sec. 9 (a), in the appropriate collective-bargaining unit covered by such agreement when made, and (ii) if, following the most recent election held as provided in sec. 9 (e) the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement * * *."

ducted by the Board under section 9 (e). And section 9 (e) (1) provides for the holding of such an election in the appropriate unit, upon the petition of the statutory representative of the employees, "if no question of representation exists." [77]

The unit appropriate under section 9 (e) (1) of the act will ordinarily coincide with the unit appropriate under section 9 (b), absent special circumstances. Thus, where a multiemployer unit would be appropriate under section 9 (b), the Board has declined to find a single-employer unit appropriate for purposes of a union-shop referendum.[78] Supervisors will not be included in the appropriate unit under section 9 (e) (1), because they are not "employees" within the meaning of the amended act;[79] nor will a union-shop referendum be conducted in a unit of guards where the representative is a union admitting to membership employees other than guards, contrary to the policy expressed in section 9 (b) (3) of the amended act.[80]

However, the Board has adhered to the rule previously announced in the *Giant Food* case [81] that, in view of the provisions of section 14 (b) of the act,[82] it will exclude from the appropriate unit under section 9 (e) (1) employees in States which prohibit union-shop agreements, even though such employees would be included in the appropriate unit in a representative election under section 9 (b).[83]

The Board has also had to consider during 1949, whether to exclude from the unit appropriate for purposes of a union-authorization election employees (1) who work only part of their time in States prohibiting the union shop, and (2) who work part or all of their time in States which do not prohibit, but merely *regulate*, the union shop. Both these questions were presented in *Northland Greyhound* and *Western Electric* cases.

The first of these cases involved employees, among whom were interstate bus drivers, in an 8-State bargaining unit, including 3 States which prohibited union-security agreements and one

[77] Sec. 9 (e) (2) provides "Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and a labor organization made pursuant to sec 8 (a) (3) (ii), of a petition alleging they desire that such authority be rescinded, the Board shall take a secret ballot of the employees in such unit, and shall certify the results thereof to such labor organization and to the employer "

[78] *Matter of Furniture Firms of Duluth*, 81 N. L. R. B., No. 209, accord *Matter of Middle States Utilities Co. of Missouri*, 81 N. L. R. B., No. 72. In the former case Member Gray, dissenting, expressed the view that the multiemployer unit was not appropriate under sec. 9 (e), as it would tend to reduce the effectiveness of the vote of each employee on the question affecting his basic right to work. Member Gray stated that the individual employee was entitled to have an effective voice in the determination of such a vital question and that this could best be accomplished by the establishment of single-employer units.

[79] *Matter of St. Paul and Tacoma Lumber Co*, 81 N L. R. B , No. 76.

[80] *Idem.*

[81] *Matter of Giant Food Shopping Center, Inc.*, 77 N L. R. B. 791 (Chairman Herzog dissenting).

[82] Sec 14 (b) provides· "Nothing in this act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law."

[83] *Matter of Northland Greyhound Lines, Inc.*, 80 N. L. R. B., No. 60, *Matter of Western Electric Co , Inc.* 84 N. L. R. B., No. 111.

(Wisconsin) which merely regulated such agreements. In the *Western Electric* case the bargaining unit consisted of mobile groups of employees working in 45 States and the District of Columbia; among these were 13 States which prohibited the union shop and 2 (Colorado and Wisconsin) which had regulatory legislation requiring that union-shop contracts be authorized by a specified percentage[84] of the employees voting in a referendum conducted by State authorities.

On the question of which State law applies to employees who work in several States, the Board determined in *Northland Greyhound* that "the headquarters of the employees provide the best criteria, because they represent the focal points of the employment relationship." It defined "headquarters" in that case as the place "where the employees report to work, receive their instructions, and are paid their salaries." Application of the same test in the *Western Electric* case led the Board to conclude that each employee was "subject to the law of the State in which his job site is located on the eligibility date [the pay-roll period immediately preceding the date of the Board's direction of election]."

In both cases, the Board included in the unit, for purposes of the union, authorization election, those employees whose headquarters were in States which regulated, but did not prohibit, union-security agreements,[85] while excluding employees subject to the laws of prohibiting States. The intendment of section 14 (b) of the act, the Board held in the *Northland Greyhound* case, is that "State *prohibition* of union-shop agreements shall be given effect, but not that State *regulation* of such agreements shall be given precedence over national regulation; * * * where employees have their headquarters in a State having *regulatory* legislation, the national law prevails." [86]

In the *Western Electric* case, the Board majority (Member Murdock dissenting) clarified the effect of its holding to be that, as "the States and the Federal Government have concurrent jurisdiction to *regulate* the union shop, each being supreme in its own sphere," any certification which might be issued in that case would be construed as certifying "only that *Federal* requirements have been met * * * for purposes of enforcement of the National Labor Relations Act." This would leave the question of compliance with any applicable State regulatory law "to be determined by State authorities in a State proceeding." In the light of this explanation, the Board declared, its decision to include Wisconsin and Colorado employees in the

[84] In each instance, a higher percentage than that required by sec. 8 (a) (3) (ii) of the Federal act for *eligible* employees

[85] Accord: *Matter of Safeway Stores, Inc*, 81 N. L. R. B., No. 66

[86] See the text of sec. 14 (b) in footnote 81 *supra*. The Board's construction in the *Northland Greyhound* case was based upon the language of the section, which the Board deemed "clear and unambiguous," and upon its legislative history.

voting unit was consistent with its interpretation of the Supreme Court's holding in *Algoma Plywood* v. *Wisconsin Employment Relations Board*,[87] decided in March 1949, after the Board's decision in the *Northland Greyhound* case. In the *Algoma* case, in construing section 14 (b) of the amended act, the court had decided that the Wisconsin law regulating union-security agreements was not superseded by the amended Federal act, and that a Wisconsin employer, although subject to the Federal law, was nevertheless amenable to an order of the State court requiring him to remedy his discharge of an employee under a union-security agreement which was not made in conformity with State law.[88]

In passing on the validity of union-shop elections, the Board has followed the policies established in considering similar questions arising in representation elections under section 9 (c). Thus in the *Western Electric* case, *supra*, the Board rejected a contention that no valid referendum could be conducted because, after the referendum, many employees not eligible to vote therein might later become subject to any union-shop contract authorized by a majority of the employees who were eligible.[89] The Board observed:

* * * such an [ineligible] employee would be in the same position as any citizen of a State who finds himself bound by laws passed before his arrival there. So far as we are aware, it has not been suggested that such a result violated democratic principles. Nor has it been held that such principles are violated by the practice of the Board, in conventional representation cases, of directing an election among the employees then in a plant to determine their bargaining representative, notwithstanding the probability that the results of the election will bind many employees who will be hired after the election and so will not have had any opportunity to vote therein.

Similarly, in *Matter of Tree Fruits Labor Relations Committee, Inc.*,[90] a case involving a multiple-employer unit in a seasonal industry, the Board reaffirmed its policy, established in representation cases, of holding the election at or near a seasonal peak, and making the eligibility of employees to vote depend, at least in part, upon their being employed for a particular period of time preceding the election. The purpose of this practice, as the Board explained in that case, is to

[87] 336 U. S 301.

[88] Dissenting in the *Western Electric* case, Member Murdock interpreted the Supreme Court's decision in the *Algoma* case as abolishing the distinction, which the Board has previously drawn, between prohibitory and regulatory State legislation on the subject of union-security contracts He rejected the view that, under sec. 14 (b) of the act, as construed by the Supreme Court, the States and the Federal Government have concurrent jurisdiction to regulate the union shop For these reasons, Member Murdock maintained that employees subject to regulatory State laws, as well as those subject to prohibitory State laws, should have been excluded from the voting unit.

Chairman Herzog, on the other hand, remarked in the *Western Electric* decision that the reasoning adopted by the majority was in accord with the legal position that he had urged in his dissenting opinion in *Matter of Giant Food Shopping Center, Inc , supra.* See Thirteenth Annual Report, p. 43.

[89] The employer pointed out in this case that employees "momentarily" located in prohibiting States, and hence ineligible to vote, were likely to be transferred to States permitting the union shop.

[90] 83 N. L. R. B., No. 9.

assure, "within the limits of administrative practicability," that the number of employees eligible to vote in the election will be "representative" of the total complement. Where the formula used to determine eligibility is adequate for that purpose the election will be sustained, if otherwise valid, even though a considerable number of employees in the bargaining unit (but less than half) may be, in a sense, disenfranchised.[91] The Board also pointed out, in the *Tree Fruits* case, that the legislative history of the 1947 amendments supported its conclusion that the term "eligible to vote" in section 8 (a) (3) of the act, "inserted * * * subsequent to a history of interpretation of eligibility requirements in conventional representation proceedings, and without further distinction or refinement," has the same meaning as the Board had given it in cases arising under section 9 (c).

In a case where an employer refused to permit a union-shop election to be held on its premises, and there were over 15,000 eligible voters in separate plants of the employer, the Board approved the decision of the Regional Director to use mail ballots.[92] However, the Board later directed the election set aside, because the ballots were required to be returned within 7 days from the date they were mailed to the employees, and also because of other cumulative circumstances which created a reasonable doubt as to whether all eligible employees were given a fair opportunity to vote.

Ruling that the ballot in a union-shop election need not specify that the vote is for or against "maintenance of membership," "union shop," or any other special type of union-security agreement, the Board, in *Matter of Hudson Motor Car Co.*,[93] approved the form of the customary question on such ballots, which is:

> Do you wish to authorize the union named below to enter into an agreement with your employer which requires membership in such union as a condition of continued employment?

The Board said that the purpose and effect of this question, which was phrased in the language of section 9 (e) (1), was not to authorize a union shop exclusively, but to permit the parties to adopt any lawful form of union security, including maintenance of membership, upon which they might agree.

In the same case, the Board declined to set aside the election because of allegedly misleading and inflammatory leaflets distributed by the union in its campaign. Applying the same standards that govern in

[91] Observing that the same practice is followed, for the same reasons, in cases involving expanding operations, the Board remarked "it has never been considered necessary, in a conventional representation proceeding, and it would be administratively impossible to provide, that every employee who might conceivably by affected by the results of an election be eligible to vote therein, so long as those who were eligible were representative of the entire unit."

[92] *Matter of North American Aviation, Inc*, 81 N. L. R. B., No. 162.

[93] 82 N. L. R. B., No. 41.

representation cases where the validity of an election is challenged, the Board held that the material distributed by the union was only "legitimate campaign propaganda." [94]

A petition for a union-authorization election, is of course, not barred by an existing contract between the employer and the petitioner.[95] Indeed, the existence of such a contract tends to satisfy the prerequisite that there is no question concerning representation.

[94] Accord: *Matter of Champion Spark Plug Co.*, 80 N. L. R. B 47.
[95] *Matter of Utah Wholesale Grocery Co.*, 79 N. L. R. B. 1435; *Matter of Western Electric Co., Inc., supra.*

III

Unfair Labor Practice Cases

THE Labor Management Relations Act, 1947, reenacted substantially the employer unfair labor practices enunciated in the National Labor Relations Act. It also imposed for the first time on labor organizations an unfair labor practice counterpart. The correlative rights and duties conferred on employers and on employees and their representatives are set forth in sections 7 and 8 (a) and 8 (b) of the amended act.

Section 7 of the amended 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. It also guarantees to employees the right to refrain from such activities, except to the extent that such right may be affected by a union-shop clause in a collective bargaining agreement as authorized by section 8 (a) (3). Section 8 (a) describes employer unfair labor practices; [1] section 8 (b) does the same for union unfair labor practices.

Section 8 (a) is a restatement of section 8 of the National Labor Relations Act, except for the proviso clause to section 8 (a) (3), which outlaws the closed shop, but permits the union shop under certain prescribed conditions. As heretofore, 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 other conditions of employment (except that a union-shop contract entered into under certain conditions is lawful); to discriminate against an employee because he has filed charges or given testimony under the act; and to refuse to bargain collectively with the statutory representative of his employees.

The Thirteenth Annual Report (p. 46–51) outlined the changes effected by the 1947 amendments to the Wagner Act in Board *pro-*

[1] The language guaranteeing to employees the right to "refrain from" all forms of concerted activity was added by the Labor Management Relations Act

Under sec. 3 (d) of the amended act, the decision to issue or not to issue a complaint in an unfair labor practice case is vested exclusively in the independent General Counsel.

cedures and in its *decisional and remedial standards*. Also explained in that report were the changes effected by the specific *definition of terms* not previously defined, such as "free speech" and "to bargain collectively," as well as the exclusion of persons from the *coverage* of the act, such as foremen. The effect of these various changes upon the Board's decisions in the past year is treated in the sections that follow, where they are explained.

However, the Board's decisions of the past year interpreting the *6-month statute of limitations* on the institution of unfair labor practice proceedings warrants mention here. Section 10 (b) of the act, as amended provides in part that:

> No complaint shall issue based upon any unfair labor practice occurring more than 6 months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made. * * *

Shortly after the amendments became effective the Board ruled that this provision had no application to complaints which had been issued before the effective date of the amendments.[2] In cases decided during the 1949 fiscal year involving complaints issued prior to the effective date of the amendments this principle was consistently followed.[3] However, most of the cases which raised questions concerning the application of this provision involved complaints issued after the effective date of the amendments. In *Matter of Itasca Cotton Manufacturing Company*,[4] the Board held that section 10 (b) imposes no time limitation on the issuance of complaints if the charge upon which it is based has been properly filed and served before or within 6 months of the date of the occurrence.[5] However, in all cases in which complaints were issued after the effective date of the amended act, alleging unfair labor practices committed before such date the Board has required that the charge must have been filed and a copy actually served on the party within 6 months of the effective date of the amendments; and it has announced that in such cases proof of timely service must be made a part of the record.[6] In cases involving complaints based upon amended charges filed and served after the limitation period, the Board has held that section 10 (b) does not prohibit the issuance of such complaints if, in fact, the amended charge is substantially a restatement of the original or previously amended charges which had been timely filed and served.[7]

[2] *Matter of Briggs Manufacturing Company*, 75 N L R B 569 See also Thirteenth Annual Report, p 47.

[3] E g *Matter of Detroit Gasket and Manufacturing Co*, 78 N. L R B 670.

[4] 79 N L R B 1442

[5] See also, *Matter of Augusta Chemical Company*, 83 N L R B, No 7, *Matter of Quarles Manufacturing Company*, 83 N L R B, No 109, *Matter of Shawnee Milling Company*, 82 N L. R. B, No. 149, *Matter of Rome Specialty Co, Inc*, 84 N L R B, No 9.

[6] See *Matter of Old Colony Box Company*, 81 N L R B, No 157

[7] *Matter of Irving Paper Mills*, 82 N. L. R. B, No 71, *Matter of Vanette Hosiery Mills*, 80 N. L. R. B, No. 173, *Matter of Joanna Cotton Mills Company*, 81 N L R. B, No. 230, reversed 176 F. 2d. 749 (C. A 4).

I

Unfair Labor Practices by Employers

1. Interfering With, Restraining, or Coercing Employees in the Exercise of the Rights Guaranteed by the Act

Section 8 (a) (1) of the National Labor Relations Act, as amended like section 8 (1) of the act prior to amendment, prohibits employers, from interfering with, restraining, or coercing employees in the rights guaranteed in section 7.[8] As in the past, the Board has continued to regard a violation by an employer of any of the other four subdivisions of section 8 (a) to be in addition a violation of subdivision (1).[9] Section 8 (a) (1) may be, and often is, however, violated by conduct which is not specifically proscribed by any of the other four subdivisions. Although, as in past years, very few cases involved only such independent violations of section 8 (a) (1), this section of the Report is concerned with principles decided under those portions of Board decisions dealing with conduct not specifically prohibited by the other four subdivisions of section 8 (a).

Previous Annual Reports have disclosed the varied ways—some obvious and direct; others subtle and indirect—in which some employers have interfered with, restrained, or coerced their employees in violation of section 8 (a) (1). Cases decided during the past fiscal year involved the following types of conduct violative of section 8 (a) (1): surveillance of union activities;[10] interrogation of employees

[8] Section 7 of the act, as amended, provides "Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3) "

[9] Third Annual Report, p. 52; Fourth Annual Report, p 57. See below p 61 with regard to violations of section 8 (a) (3) involving discrimination because of concerted activity other than membership in, or action on behalf of, a labor organization.

[10] E g. *Matter of Electric City Dyeing Company*, 79 N. L R B. 872; *Matter of Macon Textiles*, 80 N L R. B , No 238; *Matter of Barr Packing Company*, 82 N L R B , No. 1; *Matter of North Electric Manufacturing Company*, 84 N L R B , No. 23.

Similarly, conduct which does not in itself involve direct employer spying, but seeks by related means to achieve the same objective, has been held to violate section 8 (a) (1) e. g , requesting employees to report to the employer the union activities of their fellow-employees *Matter of Boss Manufacturing Company*, 78 N. L. R. B. 538; *Matter of Cuffman Lumber Company, Inc*, 82 N L R. B , No 37, *Matter of Dixie Shirt Company, Inc*, 79 N L R B. 127. However, in *Matter of Atlantic Stages*, 78 N L R B 553, such a request made to supervisors was found not to constitute a violation, where the request was never carried out and where there was no indication that the instruction implied that the supervisors were to use illegal means. See also *Matter of The Texas Co.*, 80 N L R. B , No 140.

concerning their membership in, or activities on behalf of a labor organization;[11] polling employees with respect to their union views;[12] threatening economic or physical reprisal for union activity;[13] promising or granting wage increases or other benefits to discourage union or other concerted activity;[14] assaulting union supporters or organizers;[15] blacklisting employees because of their union affiliations;[16] assisting in the circulation of antiunion petitions;[17] promoting resignations from a union or the withdrawal of a union's bargaining authority;[18]

[11] This includes not only questioning employees as to their union membership or activities, or those of their fellow-employees, but also inquiries regarding an employee's attitude toward the union; his reasons for wanting a union, his voting intentions in a representation election, etc., e g *Matter of Elwood M. Jenks*, 81, N. L. R B , No 121, *Matter of Goodyear Footwear Corporation*, 80 N. L. R B , No. 126; *Matter of Foremost Dairies, Inc* , 83 N. L. R B , No 152, *Matter of Lancaster Garment Company*, 78 N. L. R. B 935, *Matter of Minnesota Mining and Manufacturing Co* , 81 N L. R B , No 99 The principle also extends to interrogation of job applicants as to their previous union affiliations or activities, e g *Matter of D. D Bean & Sons Co* , 79 N. L. R B 724, *Matter of Gulfport Transport Company*, 84 N. L R B., No 71, *Matter of Wooster Brass Co.*, 80 N L. R. B., No 245. Nor is it a valid defense that the interrogation was designed merely to ascertain whether the union represented a majority. See *Matter of C Pappas Company, Inc.*, 82 N. L. R. B., No 90, and see *infra* footnote 16.

However, the Board has held that the interrogation of supervisors is no longer violative of the act. *Matter of Atlantic Stages*, 78 N. L R B. 553. And, within limits, an employer is free to question certain confidential employees regarding their union activities. See *Matter of American Book-Stratford Press, Inc.*, 80 N. L R B , No 142, *Matter of Dalton Telephone Company*, 82 N. L R. B., No. 131. In *Matter of Socony Vacuum Oil Company, Inc.*, 78 N L R. B. 1185 the Board found lawful the interrogation of employees conducted in the presence of union representatives, concerning participation in an illegal strike.

[12] E g. *Matter of Granite State Machine Company, Inc* , 80 N. L. R B , No. 20.

[13] E. g *Matter of John H Maclin Peanut Co , Inc.*, 84 N. L R B , No. 48, *Matter of Steinberg & Company*, 78 N. L R. B. 211, *Matter of Quest-Shon Mark Brassiere Co.*, 80 N L. R. B , No. 175, *Matter of Quarles Manufacturing Company*, 83 N L. R B , No 109, *Matter of Elwood M. Jenks*, 84 N L. R B., No. 121 A prevalent form of coercive statement is one containing a threat to close the plant if it should be organized by a union. But c f. *Matter of M Snower & Company*, 83 N. L. R. B , No 38, in which such a threat made to a union organizer but not communicated to the employees was found not violative of section 8 (a) (1). And see *Matter of Mylan-Sparta Company, Inc.*, 78 N. L. R B 1144, in which the Board held that a prediction of dire economic consequences of unionization did not violate section 8 (a) (1) because there was no indication that the events predicted would result from the employer's use of its own economic power.

[14] In some instances the promise or grant of a wage increase or other benefit was expressly conditioned upon renunciation of concerted activities e. g. *Matter of Foremost Dairies, Inc* , 83 N. L. R B , No 134, *Matter of Superior Engraving Company*, 83 N. L R. B., No 29, *Matter of Wayniine, Inc* , 81 N L. R. B., No. 95, *Matter of Macon Textiles*, 80 N. L R B., No 238. In *Matter of Cedartown Yarn Mills, Inc.*, 84 N. L R. B , No. 1, granting employees a day off to celebrate the union's defeat in an election was construed as containing a promise of similar benefits in the future if the union were again rejected

In other cases the violation was found in the timing of the announcement of the benefit. E g. *Matter of Elwood M. Jenks*, 81 N L R. B., No 121, *Matter of Magnolia Cotton Mill Co , Inc* , 79 N. L. R. B 91; *Matter of Minnesota Mining & Manufacturing Co.*, 81 N L. R. B , No. 99, *Matter of Lancaster Garment Company*, 78 N. L. R B 935, *Matter of Agar Packing & Provision Corporation*, 81 N L. R B , No 109

[15] E. g. *Matter of The Russell Manufacturing Co , Incorporated*, 82 N. L. R B., No 136, *Matter of Taylor Manufacturing Company, Inc* , 83 N L. R. B , No. 17 See also *Matter of Fort Worth Transit Co.*, 80 N. L. R. B., No. 221.

[16] *Matter of The Russell Manufacturing Co , Incorporated*, 82 N L R. B., No 136.

[17] E. g *Matter of Amory Garment Company, Inc* , 80 N. L R. B , No. 41, *Matter of Atlantic Company*, 79 N. L. R B 820, *Matter of Superior Engraving Company*, 83 N. L R B , No 29. But where the record failed to establish that the employer promoted or sponsored the petition, or where, upon being advised of it, the employer immediately disavowed responsibility, the Board found no violation. *Matter of Union Screw Products*, 78 N. L R. B. 1107, *Matter of F. W. Judge Optical Works*, 78 N L. R B 385.

[18] E. g. *Matter of Magnolia Cotton Mill Co , Inc.*, 79 N. L. R. B 91; *Matter of Macon Textiles*, 80 N. L. R. B., No 238, *Matter of Biggs Antique Co* , 80 N. L R. B., No 77, *Matter of Kentucky Utilities Company, Inc.*, 83 N L. R. B , No 139, *Matter of The Red Rock Company*, 84 N. L. R. B , No 65 Similarly, an attempt by an employer to force employees to sign a petition renouncing the union's position on a particular bargaining issue was found violative of section 8 (a) (1) *Matter of American Book-Stratford Press, Inc.*, 80 N. L. R. B , No 142.

attempting to deal individually with strikers in disregard of their duly designated exclusive bargaining agent; [19] interfering with the attendance of employees at union meetings by rearranging work schedules or similar devices; [20] and extending favored treatment to antiunion employees or to one of two rival unions.[21]

Again, as in other years, the Board reaffirmed the principle that interference, restraint, or coercion is not measured by the employer's intent or the effectiveness of his action, but rather by whether the conduct is reasonably calculated, or tends, to interfere with the free exercise of employees' rights under the act.[22]

In addition to those mentioned above, certain other types of conduct involving violations of section 8 (a) (1) were considered in cases disposed of during the past fiscal year and were decided in accordance with previously established principles. Several cases raised questions concerning the validity of the promulgation or application of company rules restricting union solicitation on company property. Applying its settled policy,[23] the Board found lawful the promulgation of rules which prohibited union solicitation or activity during working time.[24] On the other hand, rules prohibiting such activities on the employer's premises during the employees' free time, in the absence of special considerations such as are present in the case of department stores,[25] have been found violative of section 8 (a) (1) as an unwarranted impediment to the right of self-organization.[26] The latter principle and its underlying reasoning were applied in one case this year in which the Board found unlawful a no-solicitation rule made applicable and enforced with respect to the employees' paid lunch periods.[27] Affirm-

[19] E g. *Matter of Sam'l Bingham's Son Mfg. Co*, 80 N. L R. B, No. 244 (Member Gray dissenting) The Board did not find unlawful the individual solicitation of strikers to return to work where the strike violated a no-strike clause in a collective bargaining agreement *Matter of United Elastic Corporation*, 84 N L R. B, No. 87.

[20] E g *Matter of Pacific Powder Company*, 84 N. L R. B., No 31; *Matter of Kelco Corporation*, 79 N L. R. B. 759, *Matter of Barton Brass Works and Precision Parts Company*, 78 N L. R B. 431; *Matter of Super-Cold Southwestern Company*, 81 N. L. R. B, No. 18.

[21] E. g. *Matter of James R. Kearney Corporation*, 81 N. L. R B, No. 8, *Matter of Granite State Machine Company, Inc.*, 80 N. L. R B, No 20.

[22] *Matter of Dixie Shirt Company, Inc.*, 79 N L. R B. 127, *Matter of Columbian Carbon Co*, 79 N. L. R. B. 62, *Matter of Minnesota Mining and Manufacturing Co.*, 81 N. L. R. B, No. 99, *Matter of Steinberg and Company*, 78 N. L R. B. 211.

[23] See Thirteenth Annual Report, p. 52, Eleventh Annual Report, p. 34, Ninth Annual Report, p. 28.

[24] *Matter of W. T. Smith Lumber Co*, 79 N. L. R. B 606, *Matter of The Texas Company*, 80 N. L R. B., No. 140. Similarly in *Matter of McKinney Lumber Company, Inc.*, 82 N. L R. B, No. 2, the Board found no violation of section 8 (a) (1) in the employer's ejection from the working premises of a union organizer who was soliciting employees during working hours, when there was no indication that it was not possible to contact them during nonworking hours. However, in *Matter of Aldora Mills*, 79 N. L. R. B. 1, the Board found that the employer had violated section 8 (a) (1) by removing and causing the arrest of a union organizer for distributing union literature at the plant gate.

[25] See Thirteenth Annual Report, p. 52.

[26] *Matter of Boss Manufacturing Company*, 78 N. L. R. B 538, *Matter of Kentucky Utilities Company* 83 N. L. R. B., No. 139.

[27] *Matter of I. F. Sales Company*, 82 N. L. R. B., No. 238.

ing another well-established principle,[28] the Board again held that a no-solicitation rule, though lawful in its content, may run afoul of section 8 (a) (1) if it has been promulgated or enforced in a discriminatory manner. Thus a rule against all kinds of solicitation which had been consistently enforced, however, only against union solicitation was found to be a violation of section 8 (a) (1).[29] Likewise, a company rule which on its face prohibited the distribution of any kind of literature on the employer's premises, but which, in fact, had been designed and used solely to prevent the distribution of union literature was found violative of this section.[30]

Section 8 (a) (1), as construed in earlier years, has been held to prohibit, in the absence of special circumstances,[31] the execution of a contract granting exclusive recognition to one union at a time when, to the employer's knowledge, a question of representation has been validly raised by another labor organization. This rule, which has become known as the *Midwest Piping* doctrine,[32] was reaffirmed and found applicable in several cases decided during the past fiscal year.[33] In one of these,[34] the employer sought to defend its conduct on the ground that the union requested by the petitioning labor organization might be found inappropriate, and therefore that no real question of representation had been raised by that union's claim. Rejecting this contention, the Board noted that by entering into the contract the employer arrogated to itself the resolution of the representation question—which includes a determination of the appropriate unit—a function vested exclusively in the Board, and thereby inhibited its employees from freely selecting their bargaining representative by secret ballot in a Board-directed election.[35]

In a few cases decided during the fiscal year 1949 employers had endeavored by coercive means to prevent employees from utilizing the processes of the Board and thereby had interfered with the enjoyment of the rights guaranteed employees by the act. Such conduct, found

[28] See Thirteenth Annual Report, p 52.

[29] *Matter of Macon Textiles, Inc*, 80 N. L. R. B., No. 238.

[30] *Matter of American Book-Stratford Press, Inc.*, 80 N L. R. B., No. 142.

[31] See Thirteenth Annual Report, pp 52–53.

[32] *Matter of Midwest Piping and Supply Co Inc*, 63 N L R B. 1060, see Eleventh Annual Report, pp. 35–36.

[33] E. g *Matter of Stanislaus Food Products Company*, 79 N L. R. B. 260, *Matter of The Standard Steel Spring Company*, 80 N L. R B., No 167. A related issue was presented in *Matter of C. Pappas Company, Inc.*, where the Board found an employer to have violated section 8 (a) (1) by dealing with a committee of his employees without requiring proof of its majority status in the face of a union's claim for recognition.

[34] *Matter of The Standard Steel Spring Company*, 80 N L. R. B., No. 167

[35] The issue of whether an employer, himself, may properly determine the appropriate unit was treated directly in *Matter of Chicago Freight Car and Parts Co*, 83 N. L R B., No. 167 The employer voluntarily extended a union-security agreement to cover employees in a new plant. The new operation either in combination or on a two-plant basis would have been appropriate for bargaining purposes The Board (Member Murdock dissenting) concluded that because the employees of the new plant constituted a "distinct new group," and no bargaining history had indicated acquiescence in a larger unit, that these employees could not properly be included in the combined unit without a self-determination election. The union-security agreement when executed thus encompassed a unit which, in the absence of a prior expression by employees of a desire to be in the larger unit, was not deemed appropriate. It was thereby invalid, and its execution a violation of section 8 (a) (1).

violative of section 8 (a) (1),[36] included threats or promises designed to induce employees to withdraw unfair labor practice charges,[37] or to refrain from testifying at a Board hearing; [38] efforts to secure perjured testimony at a Board hearing; [39] and, barring employees from admission to the polls in a representation election.[40]

In cases in which the alleged violation of section 8 (a) (1) involved oral or printed statements made by the employer, the defense that the statements were privileged under the Constitution, and more particularly under section 8 (c) of the amended act, has frequently been urged. Section 8 (c) provides that—

> The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of any unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

The Board's interpretation of section 8 (c) in cases decided during the past fiscal year has consistently followed the principles enunciated in cases considered immediately after the act as amended, described in the Annual Report for the fiscal year 1948.[41] Thus the Board this year has found to be unlawful employer utterances with respect to employee organizational activities which contain a "threat of reprisal or force or promise of benefit." [42] On the other hand, expressions of opinion which contain no such threats or promises have been held protected by section 8 (c), even though they may be strongly anti-union. Thus, in a number of cases decided this year the Board has considered as privileged and lawful statements which vilified, ridiculed, or disparaged unions, their organizers, or their adherents, but which contained no threats or promises.[43] Likewise, the Board has again refused to consider remarks, noncoercive in their content, as violative of the act because delivered to a "compulsory audience," [44] or because

---

[36] Of course, where such conduct involves a discharge or other discrimination in employment it is also violative of section 8 (a) (4).

[37] *Matter of D. D. Bean & Sons Co*, 79 N. L. R B 724.

[38] *Matter of Amory Garment Co*, 80 N. L. R B., No. 41.

[39] *Matter of The Russell Manufacturing Co, Incorporated*, 82 N. L. R B, No 136.

[40] *Matter of Macon Textiles*, 80 N L. R B., No. 238

[41] Thirteenth Annual Report pp. 49–50

[42] See cases cited *supra* footnotes 7 and 8.

[43] E. g. *Matter of The Hinde & Dauch Paper Company*, 78 N L R B 488, *Matter of Dixie Shirt Co.*, 79 N. L. R. B. 127, *Matter of John Deere Plow Company of St Louis*, 82 N L R. B., No 4, *Matter of C. Pappas Company, Inc*, 82 N. L. R B, No 90. In *Matter of Tennessee Coach Company*, 84 N. L. R. B, No 85, a majority of the Board found an employer's request that employees vote against the union protected as an utterance which contained no threat of reprisal or promise of benefit Chairman Herzog and Member Houston dissented on the ground that in the circumstances the statement was equivalent to an instruction and was not an expression of opinion within the meaning of section 8 (c).

[44] E. g *Matter of The Hinde & Dauch Paper Company*, 78 N L R B. 488, *Matter of The National Plastic Products Company*, 78 N L R B 699, *Matter of D D Bean & Sons Co*, 79 N. L R. B 724, *Matter of E A. Laboratories, Inc*, 80 N L R B, No 109, *Matter of Agar Packing & Provision Corporation*, 81 N. L. R. B., No. 199.

at other times, or on other occasions, the employer has committed unfair labor practices.[45]

On the other hand, the Board has pointed out that an employer's utterances do not come within the protection of section 8 (c) unless they are, in fact, expressions of "views, argument, or opinion." Thus the Board has consistently ruled that the interrogation of employees concerning union matters is not an expression of "views, argument, or opinion," but is rather a verbal form of interference, restraint, and coercion, per se, a violation of section 8 (a) (1).[46] Similarly the announcement of a wage increase or other benefit is not an expression of "views, argument, or opinion," but a verbal act whose legality under section 8 (a) (1) is determined without reference to section 8 (c).[47] Moreover, the Board has held that an employer cannot avoid responsibility for what is clearly a coercive statement merely by couching it in the form of an expression of opinion.[48]

In addition to determining the kinds of employer conduct proscribed by section 8 (a) (1), the Board this year, as before, has been called upon to consider the responsibility of employers for the behavior of those acting for employers. Because of the position that supervisors hold as management representatives, an employer is generally responsible under the act for the conduct of its supervisors.[49] An employer may also be held responsible for the conduct of employees who technically are not supervisors, if the employees in question have been authorized by the employer to engage in the conduct,[50] or have been clothed by the employer with the attributes of management so as reasonably to lead employees to regard them as being in a position to express the policies and desires of management.[51] Where employers have sought to avoid liability for the antiunion behavior of their supervisory employees by some allegedly counteracting conduct or statement, the Board has looked to see whether the employer's effort was

[45] E. g *Matter of John Deere Plow Company of St. Louis*, 82 N L R B , No. 4, *Matter of M Snower & Company*, 83 N L R B., No. 38, *Matter of D. D. Bean & Sons Co* , 79 N. L. R. B. 724, *Matter of D. H. Holmes Co. Ltd* , 81 N. L R B , No. 125.

[46] E. g *Matter of Steinberg & Company*, 78 N. L. R. B 211, *Matter of Minnesota Mining & Manufacturing Co* , 81 N. L. R. B , No. 99, *Matter of Tennessee Valley Broadcasting Company*, 83 N. L. R B., No. 134.

[47] E g. *Matter of Minnesota Mining & Manufacturing Co* , 81 N L R. B , No 99

[48] *Matter of J. S Abercrombie Company*, 83 N. L. R B., No 85. Here a supervisor had made the following statement, "if the outfit went union everything would be contracted out and we wouldn't have no job." The Board concluded that this was not an indication of probable result in the event of unionization but a threat of reprisal.

[49] E. g. *Matter of J. S Abercrombie Company*, 83 N. L. R. B., No 85 The Board has further noted that the fact that the conduct may have been inspired by personal animosity to the union rather than service in the interest of the employer does not absolve the employer of responsibility. *Matter of Beatrice Foods Company*, 84 N L. R. B., No 62.

[50] E g *Matter of Superior Engraving Company*, 83 N. L. R. B., No. 29, *Matter of Electric City Dyeing Company*, 79 N. L. R. B. 872.

[51] E. g. *Matter of Sioux City Brewing Company*, 82 N. L. R B., No 135 See also *Matter of North Electric Manufacturing Company*, 84 N. L. R. B., No. 23, *cf*, *Matter of Mylan-Sparta Company, Inc.*, 78 N. L R. B. 1144, *Matter of Interchemical Corporation*, 83 N. L. R. B., No. 95; *Matter of Solomon Company*, 84 N. L. R B , No 29, *Matter of Rome Specialty Company, Inc.*, 84 N L. R B., No. 9, *Matter of American Thread Company*, 84 N. L. R. B., No. 70.

effective to repudiate the supervisory action. In one case the Board refused to attribute to an employer responsibility for certain coercive statements of a supervisor, where the employer had posted a notice clearly indicating that the supervisor in question had no authority to speak with respect to the employer's union policy.[52] In another case, however, after various supervisory officials had engaged in threats and interrogation, the employer sent a letter merely announcing a general policy of neutrality. The Board held that this letter, which in no way repudiated the earlier conduct, failed to absolve the employer of responsibility for such conduct.[53]

A related problem is the responsibility of the employer for acts of interference, restraint, and coercion committed by outsiders against his employees.[54] Where the employer has specifically authorized the commission of the unlawful acts by such outside agents, he is clearly answerable for their conduct.[55] But responsibility has also been predicated on the failure of the employer to repudiate known anticonduct of outsiders when by such inaction he reasonably led his employees to believe that he acquiesced in and approved of that conduct.[56] In *Matter of The Russell Manufacturing Co., Incorporated*,[57] various outside individuals, including police officers, had engaged in antiunion conduct ranging from surveillance to physical attacks on a union organizer. The Board found that some of this conduct had been specifically authorized by the employer. As to other conduct, the Board found that, by failure to repudiate it in the face of knowledge that it had been done in the employer's name, the employer had ratified it. On these facts, the Board concluded that the individuals in question had acted as "agents" of the employer. As such, not only was the employer responsible for their conduct, but the individuals were themselves "employers" within the meaning of the act.[58] Accordingly the Board issued separate cease and desist orders against the individuals in question.

2. Dominating, Interfering With, or Supporting the Formation or Administration of a Labor Organization

Under section 8 (a) (2) of the act, as amended, it is an unfair labor practice for an employer to dominate or interfere with the formation

[52] *Matter of Beatrice Foods Company*, 84 N L. R. B , No. 62.

[53] *Matter of Columbian Carbon Company*, 79 N. L. R. B. 62.

[54] See Fifth Annual Report, pp 33-34.

[55] E g *Matter of Bibb Manufacturing Company*, 82 N L R B , No 38 (use of police officials), *Matter of Atlantic Towing Company*, 79 N L R B 820 (use of a detective).

[56] E g. *Matter of Waynline, Inc* , 81 N L R B , No 95, *Matter of L & H Shirt Company, Inc* , 84 N L. R B , No 30 Both of these cases involved statements made to employees by local businessmen.

[57] 82 N. L. R. B., No. 136

[58] Section 2 (2) of the act, as amended, defines an "employer" to include "any person acting as an agent of an employer, directly or indirectly."

or administration of a labor organization, or to contribute financial or other support to it.

The holding and policy statement in the *Carpenter Steel* case,[59] decided during the preceding fiscal year, presaged that all section 8 (a) (2) cases considered during the 1949 fiscal year would, as they did, present a common issue, namely, whether proscribed employer conduct constituted domination or only support of the organization. While domination and support are both equally prohibited by section 8 (a) (2), the refinement of the issue in the above terms is necessary to enable the Board to frame an appropriate remedial order in any given case. Thus, when the employer's conduct amounts to *domination*, he is ordered to disestablish the organization, whether or not it is affiliated, and to cease dealing with it as a labor organization. On the other hand, if the conduct amounts only to *unlawful support*, he is ordered to refrain from recognizing or otherwise dealing with the organization unless and until it shall have been certified by the Board in a subsequent election as the collective bargaining representative of the employees.

Whether a finding of support or domination, or both, is made in any given case, depends upon the extent and nature of the employer's conduct. In cases decided during the 1949 fiscal year, the Board found support, but not domination, on the basis of one or more of the following types of employer conduct: Grant of financial aid with respect to the organization in question; grant of plant facilities; solicitation of membership in the organization; favored treatment of the organization over its rival by promising or granting wage increases for its supporters and threatening and punishing the adherents of its rival; and, by allowing speedy recognition to it in the face of a rival claim to representative status.[60] Cases in which the Board found domination as well as support included such additional circumstances of employer conduct as: Establishment and maintenance of the labor organization by the employer; management's use of an employee agent to organize and control the labor organization; active participation of supervisory personnel in the affairs of the organization; and internal laws of the labor organization which permitted management to retain effective control of the organization.[61]

The difference in factual pattern between domination and support of a labor organization is illustrated by *Matter of William Fogel et al.*,[62]

[59] *Matter of The Carpenter Steel Co*, 76 N. L R B. 670; see *Thirteenth Annual Report*, pp 50–51, and sections 9 (c) (2) and 10 (c) of the amended act.

[60] *Matter of James R. Kearny Corp*, 81 N L R B, No 8, *Matter of Sioux City Brewing Co*, 82 N L. R B, No 135, *Matter of Seamprufe, Inc*, 82 N. L R. B, No 106.

[61] *Matter of Raybestos-Manhattan, Inc*, 80 N L R B, No. 183, *Matter of Duro Test Corp*, 81 N. L R. B., No. 151, *Matter of Superior Engraving Co*, 83 N L R B, No 29, *Matter of The Russell Manufacturing Co. et al.*, 82 N. L. R. B, No. 136, *Matter of Madix Asphalt Roofing Corp*, 85 N L. R. B, No. 9, decided July 7, 1949.

[62] 82 N. L. R. B., No. 150.

involving two separate and unrelated, but successive, labor organizations. The Board found *domination* of the *first* upon the basis of proof that the company permitted its personnel manager to initiate the organizing plans and to assist in organizing activities by attendance at a meeting and payment to employees for time spent on behalf of the organization. The employer also permitted use of its property to the union and provided refreshments to be served at its meeting. Subsequently, this organization was abandoned by the employees. Meanwhile, the employer entered upon negotiations with a nationally affiliated union. During the course of negotiations, a second independent union was formed. As to the *second* inside organization, the Board only found employer *assistance* in its prompt recognition, without proof of majority status, and its ready execution of a contract providing benefits theretofore denied during negotiations with the nationally affiliated union, and during the pendency of a representation petition before the Board. It should be noted that this case did not present a conventional successorship relationship, warranting application of the established rule that a successor to a dominated labor organization is subject to the disabilities of its predecessor, absent its prior disestablishment and a clear line of cleavage between the two. However, in one case decided during the fiscal year, this principle was applied in finding that "the disabilities of the 'old' association attach to the 'new' association." [63]

The interdiction in section 8 (a) (2) applies only to employer domination or support of a labor organization, which is defined in section 2 (5) as an organization existing "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." In one case decided during the past fiscal year, the Board found that actual "dealing" between the employer and the organization in question with respect to subjects within the area of collective bargaining brought the organization within the statutory definition of a labor organization, notwithstanding the fact that it may have existed primarily for charitable, social, and recreational purposes. Because it found that the employer had illegally "dominated" the organization, the Board ordered it disestablished as a labor organization. At the same time, however, the Board pointed out that its disestablishment order "does not interfere with the functioning of the [dominated organization] as other than a labor organization." [64]

[63] *Matter of Duro Test Corp*, *supra*

[64] *Matter of Raybestos-Manhattan, Inc*, *supra*.

3. Encouraging or Discouraging Membership in a Labor Organization by Discrimination

Section 8 (a) (3) of the act, as amended, makes it an unfair labor practice for an employer to encourage or discourage membership in any labor organization by discriminating in regard to hire or tenure of employment or any term or condition of employment, except as permitted by a union-security agreement which meets the conditions prescribed in the proviso to this section.[65] As in past years, the Board has been vigilant in finding unlawful conduct which was motivated by a desire to encourage or discourage union membership or other protected concerted activity. At the same time, the Board has been equally 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.

Previous annual reports [66] have set forth in detail the factors upon which the Board relied in determining whether the employer had discriminated against employees in a manner proscribed by section 8 (3) of the act before the amendments of 1947. Except to the extent that section 8 (c) limits Board reliance upon management expressions of opinion in determining whether conduct toward an employee was discriminatorily motivated, criteria established in prior years have been followed in cases decided during the past fiscal year.

Discrimination in violation of section 8 (a) (3) has taken many and varied forms. The most common means employed have been discharges, lay-offs, and refusals of reinstatement. The Board, during the past fiscal year, also found employers to have discriminated against their employees by closing the plant [67] or locking out their employees;[68] by demotions;[69] refusals to promote;[70] selection for lay-off;[71] changing working hours so as to reduce the income of the employees concerned;[72] ordering employees to vacate company-owned houses;[73]

[65] The proviso to section 8 (a) (3) of the amended act differs from the proviso to section 8 (3) of the original act as to the type of union-security agreements which are permitted. In addition, the amended proviso prescribes certain prerequisites to the adoption of even the permitted types of agreements. See *Thirteenth Annual Report*, pp 57–58. See also *infra*, p. 84 with respect to cases involving violations by unions of section 8 (b) (2) of the amended act.

[66] See especially *Third Annual Report*, pp. 81–88.

[67] *Matter of Goodyear Footwear Corporation*, 80 N. L. R. B., No. 126; *Matter of Piedmont Cotton Mills*, 79 N. L. R. B. 594.

[68] *Matter of E. C. Brown Company*, 81 N. L. R. B., No. 22; *Matter of Scott Paper Box Company*, 81 N. L. R. B., No. 98.

[69] *Matter of The Russell Manufacturing Co., Incorporated*, 82 N. L R. B., No 136.

[70] *Matter of E. C. Brown Company*, 81 N. L R. B., No. 22.

[71] *Matter of D D. Bean & Sons Co*, 79 N. L R. B. 724.

[72] *Matter of Sunland Biscuit Company*, 78 N. L R. B. 715 (Member Reynolds dissenting).

[73] *Matter of J. A Bentley Lumber Company*, 83 N. L. R B., No. 125.

and canceling arrangements whereby an employee had been able to earn extra income.[74] Under well-established principles,[75] the Board has ruled that a discriminatory refusal to hire a job applicant also violates section 8 (a) (3).[76]

Several cases decided during the 1949 fiscal year involved situations in which employers acquiesced in the expulsion from the plant of employees by rival union adherents or antiunion employees.[77] In these cases the Board reaffirmed earlier doctrine,[78] which held that the act imposes upon the employer the affirmative duty to resist surrender of its right of discharge to any union or antiunion group, and that an employer who permits such a group to oust him of that right violates the act. Similarly, employers have been held responsible for what the Board has long termed a "constructive" discharge, viz, resignation or discharge of an employee brought about by his refusal to accept a discriminatorily motivated demotion or transfer.[79] Where employees have been discharged for violation of a company rule, the legality of the discharge has been determined, in part, by the legality of the rule. Thus in one case the Board held that an employer had violated section 8 (a) (3) in discharging an employee allegedly for violating a no-solicitation rule which the Board found had been applied in a discriminatory manner in contravention of section 8 (a) (1) of the act.[80] A similar violation was found in a case in which employees had been discharged ostensibly pursuant to a change in shifts, but the change had actually been made for the purpose of bringing about the discharges and thus for the purposes of breaking up the union.[81]

In a number of cases this year the Board directed reinstatement upon records that established that the reason advanced by the employer was a "pretext" offered to disguise otherwise illegal antiunion action.[82] In this connection, the Board has had occasion to consider

[74] *Matter of Tennessee Valley Broadcasting Company*, 83 N. L. R. B., No. 134.

[75] See *Third Annual Report*, pp 72–73.

[76] *Matter of Daniel Hamm Drayage Company, Inc*, 84 N. L. R. B, No. 56.

[77] E. g, *Matter of Detroit Gasket and Manufacturing Company*, 78 N. L. R. B. 34; *Matter of Calfruit Canning Company*, 78 N. L R. B. 854, *Matter of Fort Worth Transit Company*, 80 N. L. R. B, No. 221; *Matter of Wytheville Knitting Mills*, 78 N. L. R. B. 640; Reversed in part, 175 F. 2d, 238 (C. A. 3) June 1, 1949. Similarly, the Board has held that hostility of other employees does not justify a discriminatory discharge of an employee, particularly where the hostility is encouraged by the employer. *Matter of Pacific Powder Company*, 84 N. L. R. B., No. 31. Cf. *Matter of Sunland Biscuit Company*, 78 N. L. R. B. 715.

[78] See *Twelfth Annual Report*, p. 29.

[79] E. g., *Matter of The Russell Manufacturing Co., Incorporated*, 82 N. L. R. B., No. 136; *Matter of Macon Textile, Inc.*, 80 N L. R. B., No 238. See also *Matter of Hamilton-Scheu and Walsh Shoe Company*, 80 N. L. R B., No. 234.

[80] *Matter of I. F. Sales Company*, 82 N. L. R. B, No. 12, see also *Matter of The Red Rock Company*, 84 N. L. R. B., No. 65.

[81] *Matter of Atlantic Company*, 79 N. L. R. B. 820.

[82] E g., *Matter of Atlantic Company*, 79 N. L. R B. 820; *Matter of L. & H. Shirt Company, Inc*, 84 N. L. R B., No. 30; *Matter of U. S. Trailer Manufacturing Company*, 82 N. L. R. B., No. 11: *Matter of I. F. Sales Company*, 82 N. L R B., No. 12; cf *Matter of El Dorado Limestone Company*, 83 N. L. R. B., No 114.

the effect of the provision in section 10 (c) of the amended act which states that—

> No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause.

The Board held that this provision codified preexisting Board practice; [83] and that the Board is not precluded by this provision from finding that the alleged "cause" was really a pretext.[84] Where the Board was satisfied that such nondiscriminatory motive was in fact, the reason for the discharge it has, of course, dismissed the complaint.[85]

The Board considered a number of cases raising the issue whether discrimination for spontaneous "concerted activity," as distinguished from formal union activity, falls within the specific prohibition of section 8 (a) (3). In some cases the Board has found that employees who acted in concert for their common welfare constituted a "labor organization" within the broad definition of that term contained in section 2 (5) of the act.[86] However, the Board also has found that discrimination because of employee "concerted activity" for one of the purposes of the act, even though insufficient to warrant a holding that such conduct in effect constituted a "labor organization," nonetheless is protected activity.[87] The Board has further ruled that in any event such discrimination violates section 8 (a) (1), in that it restrains and coerces employees from engaging in "concerted activity" for their mutual aid or protection and that, whether it be regarded as a violation of section 8 (a) (1) or 8 (a) (3), reinstatement and back pay is normally the appropriate remedy. Accordingly, even in the absence of formal union organization, the Board this year found violative of section 8 (a) (1) or (3) of the act discharges or other discrimination for instigating or participating in the circulation of petitions for wage increases; [88] work stoppages for the purpose of presenting a wage de-

[83] *Matter of Sioux City Brewing Company*, 82 N. L. R B., No. 135.

[84] *Matter of Biggs Antique Company, Inc.*, 80 N. L. R. B., No. 77; *Matter of Burlington Mills Corporation*, 82 N. L. R. B , No. 89.

[85] E. g., *Matter of Wooster Brass Company*, 82 N L. R. B , No. 62; *Matter of Super-Cold Southwestern Company*, 81 N L. R B., No. 18; *Matter of Empire Box, Incorporated*, 79 N. L. R. B. 104, *Matter of Atlantic Stages*, 78 N. L R. B. 553.

[86] E. g., *Matter of Gullet Gin Company, Inc.*, 83 N. L. R. B., No. 1, *Matter of Pacific Powder Company*, 84 N L. R. B., No. 31. Section 2 (5) provides.

"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."

[87] E .g., *Matter of Morristown Knitting Mills*, 80 N. L R. B., No. 111.

[88] *Matter of Morristown Knitting Mills*, 80 N L R B , No. 111, *Matter of Rome Specialty Company, Inc* , 84 N. L. R. B., No. 9.

mand;[89] a group protest against a discharge;[90] and a group protest against a supervisor.[91]

The extent to which the conduct of employee representatives is protected by section 8 (a) (3) of the act during negotiations with an employer, was a question presented in several cases in the past year. In one of these, the Board ruled that certain intemperate statements made against the employer by an employee bargaining representative during the course of negotiations did not pro tanto deprive the negotiations of their otherwise protected character as concerted activity, and consequently did not justify the discharge of the representative involved. Free and effective collective bargaining, the Board noted, requires that both sides be permitted wide latitude of expression and action.[92] On the other hand, where one of the representatives struck the employer during negotiations concerning an employee grievance, the Board held that such conduct was not a normal incident of the collective bargaining atmosphere and warranted the discharge of the representative.[93]

A related problem was presented in *Matter of Tennessee Coach Company*.[94] In that case the employer sought to defend the discharge of an employee for activities on behalf of a union on the ground that those activities were unprotected because illegal under section 8 (b) (1) (A) of the act, as amended, which makes it unlawful for a labor organization or its agents to restrain or coerce employees in the exercise of the rights guaranteed in section 7. The statements made by the discharged employee included the remark that, if the employees did not join promptly, the union "will make it so hard on you, you will have to join or quit work * * * when they do organize it." The Board in its discussion did not reach the general question of whether an employer is free to discharge an employee for coercing fellow employees in their exercise of the rights guaranteed by section 7 of the act. A majority of the Board (Member Gray dissenting) found that the conduct in question did not amount to illegal coercion, but fell within the bounds of legitimate and protected union activity, because the threat, if any, of loss of employment was an idle one, made

[89] *Matter of Kennametal, Inc.*, 80 N. L. R. B., No. 233 The Board, in this case, noted that the activity was no less protected because the employer was not under an obligation to talk to the employees during working hours In *Matter of Gullet Gin Company, Inc.*, 83 N. L. R. B , No. 1, the Board found that the employer had discharged employees because they had refused immediately to accept his explanation offered to the group as to why he was not in a position to grant the wage demand, and that this concerted resistance was itself protected activity.

[90] *Matter of L & H. Shirt Company, Inc* , 84 N L R. B , No. 30 (Member Gray dissenting).

[91] In *Matter of Joana Cotton Mills Co* , 81 N. L R. B., No 230. (Chairman Herzog and Member Murdock dissenting) Reversed, August 10, 1949, 24 LRRM 2416 (C. A. 4). The Board thus distinguished the case from *Matter of Fontaine Converting Works, Inc.*, 77 N. L R. B. 1424 (See *Thirteenth Annual Report*, p. 57) in which the Board found that concerted activity designed to promote the interest of a supervisor whose demotion the employees were protesting was not protected.

[92] *Matter of N P. Nelson Iron Works*, 80 N. L. R. B , No 125.

[93] *Matter of Union Screw Products*, 78 N. L. R. B., 1107.

[94] 84 N. L. R. B., No. 85.

by an ordinary employee without power to effectuate it rather than by a union representative, and because, in any event, the remark did not mean that employees would be deprived of an opportunity to join the union in the future, if necessary, to avoid discharge.

This year, as in past years, numerous cases were presented in which the concerted activity in question consisted of participation in a strike. The Board has continued to apply its basic policy with respect to the rights of strikers.[95] Employees who engage in a lawful strike because of their employer's unfair labor practices are entitled to absolute reinstatement.[96] However, if employees strike for economic reasons, the employer may replace them permanently in order to carry on his business. But, except to the extent that a striker may be replaced during an economic strike, an employer may not discriminate against strikers either during or after the strike merely because of their participation in a lawful strike. However, not every disparity in the treatment of strikers and nonstrikers violates the act. In *Matter of General Electric Company*,[97] the employer, after an economic strike, reinstated all strikers, but failed to grant "continuous service credit" to them while according it to those employees who had not participated in the strike. The result of this action was to deprive the strikers of (1) full vacation and pension benefits, and (2) seniority standing. Insofar as the employer's action served to cut down the employees' vacation and pension benefits, the Board found such action lawful, as the benefits in question were in the nature of wages for services actually rendered or available, and the employer was not required to finance an economic strike against itself.[98] However, insofar as the employer's action deprived the strikers of continuous service seniority standing, the Board found that it constituted unlawful discrimination because it penalized them for engaging in the strike by making them more vulnerable to discharge.[99]

The fact that a strike is conducted in protest against what may later be deemed a valid discharge,[1] or seeks to resolve a dispute for the settlement of which the law provides a forum,[2] does not render the strike unlawful. However, strikers are not always afforded the protection of the act, without regard to the nature of their strike activity. Thus, for example, in two cases decided this year the Board held that strikes attended by mass picketing and demonstrations which were " * * * more than peaceful persuasion and actually

[95] See *Twelfth Annual Report*, p 31.

[96] *Matter of Augusta Chemical Company*, 83 N. L. R. B., No. 7; *Matter of Dalton Telephone Company*, 82 N. L. R B., No. 131.

[97] 80 N. L. R. B., No. 90.

[98] Member Murdock dissented from this portion of the decision.

[99] Member Gray dissented from this portion of the decision.

[1] *Matter of Agar Packing & Provision Corporation*, 81 N. L. R. B., No. 199.

[2] *Matter of Autopart Manufacturing Company*, 78 N. L. R. B. 461.

amounted to a forcible disbarment of persons lawfully entitled to enter the plant * * *" were to that extent not protected concerted activity. The Board consequently found no violation of the act in the discharge or discipline of leaders of, or participants in, such particular activity.[3]

Cases decided in past years established the doctrine that a strike which violates a "no-strike" clause in a collective bargaining agreement is not protected by the act.[4] During the past fiscal year the Board reaffirmed this principle, and considered its application in various new types of situations. In *Matter of National Electric Products Corporation*,[5] a majority of the Board for the first time held this doctrine applicable to an unfair labor practice strike. The strike in that case was against the discharge of an employee, which the Board found was an unfair labor practice under the *Rutland Court* doctrine.[6] A collective bargaining agreement in effect at the time of the strike provided that in the event of a dispute the established grievance machinery would be utilized, without resort to strikes or lock-outs. In finding that the strike violated this agreement, and that the employer's disciplining of certain employees for participating in picketing which accompanied the strike was not in violation of section 8 (a) (3), the majority stated:

> As we have heretofore emphasized, "no-strike" clauses, like the one herein, are designed to forestall the use of even permissive economic weapons and to substitute settlement by collective bargaining, and tend to realize the purposes of the Act by encouraging the practice and procedure of collective bargaining rather than resort to industrial warfare No convincing argument has been made to show how it would effectuate the expressed purposes of the Act to regard this employer's unfair labor practice as sufficient justification for overriding the salutary objective of a "no-strike" clause. While it may be true that in the instant case it would have been futile for the employees involved to have invoked the grievance machinery of the contract with respect to the discriminatory discharge of Marfia, their rights were nonetheless protected by the act, obviating any necessity for breaching their agreement. * * * In our opinion, under the circumstances here present, the purposes of the Act can best be effectuated by requiring employees to honor their "no-strike" commitments and rely on the remedial processes of the Board.[7]

[3] *Matter of Socony Vacuum Oil Company, Inc.*, 78 N. L R. B. 1185; *Matter of Dearborn Glass Company*, 78 N. L. R. B. 891.
[4] See *Eleventh Annual Report*, p. 40.
[5] 80 N L. R. B., No. 151.
[6] See *infra*, p. 67.
[7] In a concurring opinion, Chairman Herzog agreed with the result reached only because the strike was called in protest against a *Rutland Court* type of unfair labor practice He stated that he would disagree if the majority intended to apply its reasoning to all cases involving strikes against all kinds of unfair labor practices which also happen to be in violation of a "no-strike" clause Such a result, he asserted, is likely "to encourage the commission of unfair labor practices of such provocative magnitude that, human nature and the Board's delays being what they are, employees can reasonably be expected—or intended—by their employer to turn to what would prove to be suicidal self-help "

Member Houston, dissenting, contended that the Board's doctrine with respect to the enforcement of "no-strike" clauses should not be extended to unfair labor practice strikes He stated, "It is something less than just to say that an employer who has secured from his employees a relinquishment of their basic right to strike may remain, nevertheless, quite unhampered in whatever arrangements he has made to impose heavy penalties on his employees solely because they protested, in a traditional way, his disposition to violate the law. And it is something less than equitable to hold that he may do so with impunity merely by insisting that he has a contract forbidding his employees to protest."

In two cases decided this year the Board was called upon to determine whether, in fact, the collective bargaining agreement with the striking employees contained a "no-strike" clause.[8] In *Matter of Dorsey Trailers, Inc.*,[9] the Board (Member Gray dissenting) held that the usual contract provision for the settlement of disputes through grievance machinery is not in itself tantamount to a "no-strike" clause, in the absence of language which indicates that that is the only way in which disputes are to be resolved. The Board stated in this connection:

> It is well recognized that the right to strike may be waived through a no-strike clause in the collective bargain. We have no reluctance in denying the protection of the Act to employees who strike in the face of such a commitment. But we are unwilling to visit this extreme penalty upon employees and thereby deprive them of a right guaranteed by the Act, in the absence of a clear showing of such a waiver by them.

Accordingly, the Board held that a strike against the discharge of an employee, though undertaken without resort to the grievance machinery, was protected concerted activity, and a lock-out in reprisal against the strike violated section 8 (a) (3).[10] In the same case, however, employees later engaged in a second strike, which occurred at a time after the collective bargaining agreement had been renegotiated to include not only provisions for grievance procedure, but, in addition, an undertaking by the union not to cause or sanction any slow-down or work stoppage before the grievance machinery had been exhausted. The Board found that the union's undertaking was in the nature of a "no-strike" clause, operative until the grievance machinery had been exhausted; that the second strike had been called without prior resort to the grievance machinery and was therefore in violation of the contract and unprotected by the act.[11]

Matter of United Elastic Corporation [12] involved a collective bargaining agreement containing a clause which provided that "the Union will not initiate, authorize, sanction, support nor engage in any strike, stoppage, or slow-down of work"; a further provision that "in case of an unauthorized strike, the Union agrees that it will loyally and in good faith endeavor to secure a return of the strikers to

[8] A similar issue was considered in *Matter of Boeing Airplane Company*, 80 N. L. R B., No. 88. See *infra*, p 74 Reversed, 174 F. 2d 988 (C. A. D. C.).

[9] 80 N L R B., No. 89

[10] In his dissenting opinion, Member Gray contended that the strike violated the contract, saying, "Labor and management clearly manifest a desire to avoid the consequences of * * * economic strife, where, as in the instant case, they prescribe grievance and arbitration machinery for the orderly disposition of differences arising between them. Both parties have a stake in these provisions, and even though the contract in question does not expressly bar work stoppages, it may reasonably be implied that each party has undertaken to comply with these procedures rather than use economic pressure to settle questions arising under the contract."

[11] Member Houston dissented with respect to the majority interpretation of the facts, contending that the strike was caused by an earlier grievance which had in fact been processed through the grievance machinery.

[12] 84 N. L. R. B., No. 87. Member Houston dissented, Chairman Herzog did not participate

work * * *"; and finally, a clause giving the employer the right to discharge employees for "engaging in a strike or group stoppage of work of any kind." The issues presented by the case arose out of a strike which was not, at its inception authorized or sponsored by the union. A majority of the Board held that these clauses read together effectively spelled out a "no-strike" agreement for all purposes. Accordingly, the Board found that the strikers were not protected by section 8 (a) (3) of the act.

In this same case the Board also considered the effect of the employer's renunciation of the contract after the start of the strike. It was contended that by such conduct the employer forfeited the privilege to discharge the strikers at a later time for alleged breach of the contract. Rejecting this contention, a majority of the Board stated:

> The right of discharge * * * already existed when the announcement of the termination of the contract was made, so as not to be dependent on the contract's continued existence. Similarly, this right grew out of the *employees* wrongful action in striking, and, therefore, continued so long as the action remained wrongful and thus *unprotected* concerted activity. And likewise, this action was, in our opinion, as wrongful after the Respondent's announced termination of the contract as before. Accordingly, the Respondent's right to discharge them continued so long as the wrongful action of the employees was perpetuated, and irrespective of the legal effect of the Respondent's declared termination of the contract.[13]

The employer's privilege to refuse to reinstate individuals who struck in violation of a "no-strike" clause may be qualified if the employer by subsequent conduct has condoned the breach of the agreement. Whether such condonation had in fact occurred was an issue in several cases decided during the 1949 fiscal year. As in the past, the Board found that employers had condoned a breach of contract by entering into a strike settlement agreement providing for the return of all strikers to work;[14] or by actually permitting all strikers to return, without first stipulating that it reserved the right to discipline any participant in the strike.[15] In one case the Board found condonation in the fact that instead of terminating the employment status of the strikers the employer, after the abandonment of the strike, made it clear that it treated the strikers as employees who had been temporarily unemployed for lack of work.[16] Where the employer, in permitting all strikers to return to work, specified that it reserved the right to discharge any employees found responsible for

---

[13] Italics appear in the original.

[14] *Matter of Columbia Pictures Corporation*, 83 N. L. R. B , No 70, *Matter of E. A. Laboratories*, 80 N. L R. B., No. 109

[15] *Matter of Alabama Marble Company*, 83 N. L. R. B., No. 151 On the facts in this case, the Broad further rejected the argument that there was no condonation because, at the time all strikers were permitted to return, the employer allegedly did not know which employees were responsible for the strike.

[16] *Matter of Dorsey Trailers, Inc.*, 80 N L R. B , No. 89.

the strike, the Board found that the employer had not condoned the breach of contract.[17] In the *United Elastic* case, noted above, the employer, during the strike, made several offers of reinstatement to the strikers, but in each instance the offer set a time limit within which it could be acted upon or was a supplementary solicitation which came within the time limit prescribed by the previous offer. A majority of the Board found that such offers of reinstatement were conditioned upon abandonment of the unauthorized strike and therefore did not operate to condone the contract violation; they found that the employer lawfully discharged the employees who had not abandoned the strike within the prescribed time limit.[18]

Many cases considered by the Board this year involved alleged discriminatory discharges which occurred before the effective date of the 1947 amendments. Such cases frequently raised considerations, and involved the application of principles, which may have lost much of their vitality under the amended act, but which were relevant to these preamendment cases.[19] Principal among these cases were those involving the question of the extent to which otherwise discriminatory discharges were saved from illegality by the union-security proviso to section 8 (3) of the original act. In deciding these cases, the Board adopted both the *Wallace* [20] and the *Rutland Court* [21] doctrine. Cases involving the *Rutland Court* doctrine primarily raised questions as to whether the employer had knowledge of the incumbent union's reason for requesting the discharge,[22] and as to whether the rival union activity of the dischargees had occurred at an appropriate and "protected" time.[23] As in the past, the Board required that union-

[17] *Matter of Stockham Pipe Fittings Company*, 84 N. L. R. B , No 72. The Board, in this case, further noted that the fact that one employee had been permitted to work several weeks after cessation of the strike did not constitute condonation, for the employee, a union official, was permitted to continue for the specific purpose of processing certain grievances.

[18] Member Houston disagreed with this interpretation of the facts, contending that the time limitations could not be viewed as making the reinstatement offers conditional, and that on at least one occasion the employer made a clearly unconditional offer.

[19] See, *Thirteenth Annual Report*, pp. 47–51.

[20] *Matter of The Wallace Corporation*, 50 N L R B 138 See *Eighth Annual Report*, p 34. *Matter of Owens-Illinois Glass Company*, 80 N L R. B 892, Reversed, July 15, 1949, 24 LRRM 2356 (C. A 7).

[21] *Matter of Rutland Court Owners*, 44 N. L R B , 587 See *Seventh Annual Report*, p 48 *Matter of United Engineering Company*, 84 N. L R B , No 10, *Matter of Westinghouse Electric Corporation*, 80 N. L R. B , No. 143

[22] Requisite knowledge found *Matter of Interstate Engineering Corporation*, 83 N L. R B , No 16 (Members Reynolds and Gray dissenting), *Matter of Hamilton-Scheu and Walsh Shoe Company*, 80 N L R B., No. 234, *Matter of National Electric Products Corporation*, 80 N. L R B , No 151, *Matter of American Packing Corporation*, 82 N L. R B., No 117, *Matter of Detroit Gasket and Manufacturing Company*, 78 N L R B 670. Requisite knowledge not found *Matter of Stanislaus Food Products Company*, 79 N. L R B 260

[23] Usually the rival union activity which was found to have occurred at an appropriate time occurred near the end of the term of the contract with the incumbent union (e g., *Matter of American Packing Corporation*, 82 N L. R. B., No 117). Where this was not so, the issue was determined by considering whether under the Board's contract bar rules a petition would have been entertained at the time at which the rival union activities were designed to change the bargaining representative In *Matter of Horn Manufacturing Company, Inc* , 83 N. L R B , No 168, and *Matter of United Engineering Company*, 84 N. L. R. B , No. 10, the activities were held protected In *Matter of Revere Copper and Brass, Inc* , 80 N. L. R. B , No. 220, they were not In *Matter of General Instrument Corporation*, 82 N. L. R. B , No. 100, rival union activities which began 8 and 6 months before the end of a 1-year contract were held not protected.

security provisions of contract, invoked to justify a discharge for nonmembership in a labor organization, be expressed in clear and unmistakable terms. Thus a contract which merely provided for preferential hiring, but did not by its terms require union membership as a condition of continued employment, was held no defense to a discharge for nonmembership.[24]

Also presenting issues primarily of concern under the original act were those cases involving the discharge of supervisors before the effective date of the act. In *Matter of Carnegie-Illinois Steel Corporation*,[25] a majority of the Board refused to consider as protceted concerted activity the refusal of supervisors to work during a rank-and-file strike. Although the maintenance work the supervisors were asked to do would normally have been performed by rank-and-file employees, the majority concluded that, on the particular facts of this case, and especially because of the susceptibility of the plant to great damage from a shut-down, the supervisors "owed a duty to the respondent, inherent in their position as supervisors, to comply with all reasonable instructions designed to protect the respondent's physical plant from imminent danger or destruction." The majority added that this was especially true in the case of those supervisors who had "led their employer to believe by promises or conduct that they would stay in the plant throughout the rank-and-file strike." [26] Another special obligation of supervisors, which had been established in earlier cases, was recognized in *Matter of Magnolia Cotton Mill Co., Inc.*[27] in which the Board found lawful the discharge of a supervisor because he had violated the employer's neutrality policy with respect to rank-and-file union matters.

Absent such special circumstances, the Board found violative of the act discriminatory discharges of supervisors occurring prior to the amended act.[28] In such cases, however, the Board followed its policy enunciated in *Matter of Republic Steel Corporation*.[29] It ordered the reinstatement of the supervisors and the payment to them of back pay;

[24] *Matter of Western Can Company*, 83 N L. R. B., No 79. Nor does the fact that the parties considered the contract as requiring union membership prevail over its ambiguous terms *Matter of Don Juan Company*, 79 N L R B 154. However, in *Matter of the Martin Brothers Box Company*, 80 N. L R B., No 159, the Board (Chairman Herzog dissenting) found that a contract which required employees to "make application for union membership" could reasonably be construed as requiring that employees obtain membership and remain members.

[25] 84 N L. R B , No 99.

[26] Chairman Herzog and Member Houston, dissenting, stated, "If the majority's decision meant that supervisors must do supervisory work during a rank-and-file strike, then we might well agree. There is no such limitation, however, in its decision and we cannot agree that, because some possibility of damage to the plant exists, those supervisors must be held to an obligation more rigorous than ever before imposed."

[27] 79 N L R B. 91.

[28] E. g , *Matter of Autopart Manufacturing Company*, 78 N. L. R. B. 461, *Matter of Barton Brass Works*, 78 N. L R B 431.

[29] 77 N. L. R. B 1107, See *Thirteenth Annual Report*, p. 48.

but, because an order to "cease and desist" from engaging in discriminatory conduct with respect to supervisors would enjoin future conduct which under the amended act is not unlawful, the Board omitted from such orders the "cease-and-desist" provisions usually provided in remedial orders in cases of discrimination against nonsupervisory employees.[30]

4. Discrimination For Filing Charges or Testifying Under the Act

Section 8 (a) (4) of the amended act, like section 8 (4) of the original act, 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.

Although relatively few cases decided by the Board during the 1949 fiscal year involved violations of this section, there were several instances in which the Board found that employers had discharged or refused to reinstate employees because they had filed charges under the act or given testimony in either unfair labor practice or representation proceedings.[31] In one case [32] an employee temporarily laid off filed charges alleging discrimination. The Board found under the circumstances that the lay-off was not discriminatory. However, after the charge had been filed, the employer converted the temporary lay-off into an outright discharge. The Board found that the operative fact which brought about the change of status was the filing of charges by the employee. In ruling that this constituted a violation of section 8 (a) (4), the Board pointed out that the prohibition against discrimination under this section is effective regardless of whether the employer believes that the charges which provoked the discrimination were false, or whether the ultimate proof sustains their validity.

5. Refusal to Bargain

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

Before considering the employer's conduct in any given case arising under this section, the Board must first determine from the record whether the putative representative in fact represents a majority of the employees in an appropriate bargaining unit.[33] In a number of

[30] See, *Thirteenth Annual Report*, pp 47–51.

[31] *Matter of Universal Camera Corporation*, 79 N. L. R. B 379; *Matter of Fulton Bag & Cotton Mills*, 79 N. L. R. B. 939; *Matter of Atlanta Broadcasting Company*, 79 N. L. R. B. 820; *Matter of Thomas Brothers Wholesale Produce*, 79 N. L. R. B 982; *Matter of Underwood Machinery Company*, 79 N. L. R B. 1287.

[32] *Matter of John H. Maclin Peanut Co Incorporated*, 84 N L R. B , No 48.

[33] For a discussion of problems concerning the unit, see chapter on Representation cases in this and other annual reports.

cases decided during the 1949 fiscal year, labor organizations had established their majority status in a Board representation proceeding, culminating in a certification by the Board or its regional director.[34] When such a certification is relied upon in a section 8 (a) (5) case [35] to show majority status and appropriate unit, the Board usually does not permit relitigation of issues disposed of in the prior representation case and, absent special circumstances,[36] affirms the prior determination.[37]

Generally, majority status established by certification is conclusively presumed to continue for a period of at least a year without regard to any intervening change.[38] In *Matter of Belden Brick Company*,[39] the pendency both of a rival claim and a decertification proceeding (both subsequently dismissed) did not justify a refusal to bargain with the incumbent union during the year following its certification. Likewise, in *Matter of the Mengel Co., Fibre Container Division*,[40] the Board held that the certification bound the employer to bargain during the entire year, even though a contract entered into pursuant to the certification but for a term of less than 1 year's duration expired before the end of the certification year. In *Matter of Dorsey Trailers, Inc.*,[41] the Board reiterated the principle that after the expiration of the year following certification, majority "status is presumed to continue until shown to have ceased or until such time as circumstances arise which indicate that the presumption no longer holds true." In that case, a certification outstanding for 18 months was given continuing effect, absent a showing that a majority of the employees had repudiated the certified representative. In other cases, even a showing of repudiation has been held not to destroy the presumptive continuing effect of a certification after the lapse of a year, if the defection was found to have been induced by the employer's unfair labor practices.[42]

Authorization or membership cards may be relied upon to establish a union's majority claim,[43] but an employer may challenge the suffi-

[34] Section 9 (c) (1) and the Board's Rules and Regulations, Series 5, as amended, August 21, 1948, Sec. 203.54, 13 Fed. Reg 4871.

[35] For purposes of enforcement or review under section 10 of the act, the record in such a case includes the record in the prior representation case

[36] See, e g , *Matter of Aldora Mills*, 79 N L R B 1, where the unit found appropriate in the representation proceedings was amended so as to exclude watchmen, in accordance with provisions of the intervening 1947 amendment.

[37] *Matter of Grede Foundries, Inc , etc* , 83 N. L R. B , No 27; *Matter of Hattiesburg Lumber and Supply Co* , 83 N. L. R. B , No. 80, *Matter of McMullen Leavens Co.*, 83 N L. R. B , No. 138, *Matter of Atlanta Brick and Tile Co* , 83 N. L. R B , No 166.

[38] *Matter of Shawnee Milling Company d/b/a Paula Valley Milling Co* , 82 N. L. R B., No 149.

[39] 83 N. L. R. B., No. 75.

[40] 80 N. L. R. B , No 110.

[41] 80 N. L. R B , No 89

[42] See, e g , *Matter of Highland Park Manufacturing Company*, 84 N. L. R B , No 86, and *Matter of Lancaster Foundry Corporation*, 82 N. L. R. B , No. 145. Cf *Matter of Wooster Brass Company*, 80 N. L. R. B., No. 245, where the defection was not attributable to unfair labor practices and no refusal to bargain was found.

[43] See, e g , *Matter of Superior Engraving Co* , 83 N L. R. B., No. 29.

ciency of such proof.[44] However, it is no defense that such authority subsequently was rescinded by the employees, if the disavowal was induced by the employer's unfair labor practices.[45]

Although the union may enjoy majority status, the employer's obligation to bargain does not become operative until a specific request to bargain is made of him by the majority representative. In one case, the Board held that a letter from the employees' representative merely signifying an intent to file a representation petition and requesting the employer to participate in a cross-check of cards, did not constitute an effective request to bargain.[46] Further, the Board has held that an employer acting *in good faith*, may with impunity challenge the union's majority claim and condition bargaining upon substantiation of the claim in a Board election, even though the demand for recognition is properly made. In *Matter of Artcraft Hosiery Company*,[47] the Board restated and explained this principle in the following terms:

> An employer may in *good faith* insist upon a Board election as proof of the union's majority but * * * an employer unlawfully refuses to bargain if its insistence on such an election is motivated, not by any *bona fide* doubt as to the union's majority, but rather by a rejection of the collective bargaining principle or by a desire to gain time within which to undermine the union. The crucial issue in these cases is the Employer's motive at the time of the refusal to bargain. Whether in a particular case an employer is acting in good or bad faith, is of course a question which must be determined in the light of all the relevant facts in the case. Among the factors pertinent to a determination of the employer's motive at the time of the refusal to bargain are any unlawful conduct of the employer, the sequence of events, and the lapse of time between the refusal and the unlawful conduct.

The Board had occasion, in the past year, to apply this doctrine in a number of cases. In the *Artcraft* case, *supra*, a majority of the Board (Member Houston dissenting) refused to attribute bad faith to the employer's insistence upon an election, as the unlawful conduct found by the Board did not occur until more than 5 months after he had insisted upon that method of proof of majority. However, in *Matter of The Cuffman Lumber Company, Inc.*,[48] a majority of the Board (Member Murdock dissenting) inferred bad faith on the part

[44] In *Matter of C Pappas Co , Inc* , 82 N. L R B , No. 90, the Board found that authorization cards were not conditional, as contended by the employer, in *Matter of Lancaster Garment Company*, 78 N. L R B. 934, it was found that an organizer's statement as to the consequences of a closed shop did not constitute coercion of employees so as to impair the value of cards as proof of majority

[45] See, e g , *Matter of Amory Garment Company, Inc* , 80 N L R B , No 41, where the disavowal petition followed the refusal to bargain. However, in *Matter of Auto Stoves Workers*, 81 N. L. R B , No 188, it was found that the union did not have a majority at the time of the request to bargain because of the employer's nondiscriminatory reduction in force See also, *Matter of Carl Huidsten, d/b/a Huidsten Transport*, 82 N. L R. B , No 144, where it was held that the impact of nondiscriminatory discharges on a union's majority status was "fortuitious and beyond the reach of the Act "

[46] *Matter of Joseph Soloman, et al* , 84 N. L. R B , No 29.

[47] 78 N. L R. B 333, 334

[48] 82 N. L. R. B., No. 37.

of the employer from the fact that at the time he agreed to the holding of a consent election (which was never conducted), he "embarked on a course of serious unfair labor practices which would necessarily impair the union's standing among the employees and prevent the holding of a fair and free election." Similarly, in *Matter of D. H. Holmes Company, Ltd.*,[49] the employer's bad faith in insisting upon an election was found to have been indicated by "[his] unanticipated and unlawful conduct only 1 day after [he] had signed a consent election agreement * * * and only 1 month after [he] had first refused to extend recognition to the union." The Board accordingly held that the union's failure to win the consent election did not preclude it in the subsequent complaint proceeding from establishing its majority status as of the time of its original demand by reliance on its preelection cards; nor did the unsuccessful election results excuse the employer from his obligation to bargain, as the employer's precipitate unfair labor practices, following the demand, had "made a free election impossible."

Matter of John Deere Plow Company of St. Louis[50] presented an unusual factual situation within the purview of this doctrine. The employer rejected the union's original majority claim based on cards and put the union to its proof in an election. The union lost the election and filed objections to the election, as well as a charge of refusal to bargain. Thereupon, the union obtained new cards from a majority of the employees and renewed its request to bargain. The employer refused the request on the ground that the election results showed that the union did not command majority support. A majority of the Board concluded that, in view of the employer's "affirmative efforts to change the Union's majority prior to the election," which the Board set aside because of the employer's interference, the employer was foreclosed from reliance upon the union's loss of the election to justify an asserted *good faith doubt* as to the union's second valid majority claim. The majority accordingly found that the employer had "unjustifiably refused the union's [second] request [for recognition]." Members Reynolds and Murdock joined in a dissent, expressing the view that "the Employer could not be deemed to be acting in bad faith in failing to recognize a claim of representative status based upon a new post-election majority, while the Union was actively litigating in the representation proceeding the question concerning representation arising from its old claim for recognition based on cards antedating its petition.[51]

[49] 81 N. L. R. B., No 37.

[50] 82 N. L. R. B., No. 4.

[51] For other cases involving the employer's good or bad faith, see *Matter of Lancaster Garment Co.*, 78 N. L. R. B 935; *Matter of Atlanta Journal, d/b/a Radio Station WSB*, 82 N. L. R B., No. 98; *Matter of Alabama Marble Co*, 83 N. L. R. B., No. 151, *Matter of Tennessee Valley Broadcasting Co.*, 83 N. L. R. B., No. 134; and *Matter of Red Rock Company*, 84 N. L. R. B., No. 65.

Assuming no question as to the union's majority status, the next inquiry is whether the employer has satisfied the statutory obligation to bargain, which is defined in section 8 (d), in part, as the—

performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.[52]

The clearest breach of the statutory duty to bargain is an outright refusal or failure by the employer to meet or to discuss terms and conditions of employment with the employees' exclusive representative. The Board has held that such refusal is not excused by reason of: the representative's failure to comply with a State registration law;[53] an employer's obligation under a State court injunction;[54] an employer's erroneous belief that the subject under consideration was outside the area of obligatory bargaining [55] or that his striking employees were no longer employees; [56] the pendency of a complaint proceeding [57] or a representation petition filed during the certification year; [58] an existing agreement made with a rival union during pendency of a rival representation claim before the Board.[59] In another case,[60] the Board held that "an impasse does not constitute a license to avoid [subsequent bargaining] where the circumstances which led to the impasse no longer remain in status quo."

During the 1949 fiscal year, the Board considered the effect on the employer's obligation to bargain of unprotected conduct on the part of the employees or their bargaining representative. In *Matter of Dorsey Trailers, Inc.*,[61] the employees engaged in a strike in violation of an existing contract. During the strike, the union requested the

[52] Generally speaking, this portion of the definition merely codified the decisional standards existing prior to the 1947 amendments, consequently, its application to cases decided during the fiscal year did not materially affect the holding in any given case. See, *Thirteenth Annual Report*, p. 58. Other provisions of section 8 (d), which represent new considerations, are hereinafter mentioned.

[53] *Matter of Dalton Telephone Co*, 82 N. L. R. B., No 131.

[54] *Matter of Grace Company*, 84 N. L. R. B., No 53.

[55] *Matter of General Motors Corporation*, 81 N L R B, No. 126, where it was held that pension plans are a proper subject of collective bargaining and that "on questions of law * * * the respondent acted at its peril and its asserted good faith does not excuse its otherwise unlawful conduct."

[56] *Matter of Greensboro Coca-Cola Bottling Co*, 82 N L R B, No. 67.

[57] *Matter of Kelco Corporation*, 79 N L R B. 759, in which the employer asserted in defence loss of majority because of a number of discharges the subject of pending charges and later also found to be illegal. *Matter of Shawnee Milling Co., d/b/a Pauls Valley Milling Co*, 82 N L R. B., No 149 in which the employer attempted to condition his recognition of a certified union upon withdrawal by the union of pending charges of discriminatory discharge.

[58] *Matter of Allen-Morrison Sign Co, Inc*, 79 N. L. R. B. 903.

[59] *Matter of Stanislaus Food Products Company*, 79 N. L. R. B 260

[60] *Matter of Boeing Airplane Company, etc.*, 80 N. L R B. 447, reversed, 174 F. 2d 988 (C. A. D. C). See, *infra* p 77.

[61] 80 N. L. R. B., No. 89. See *supra* p. 70.

employer to bargain in order to "settle the strike." The employer refused. Thereupon, the employees abandoned the strike and offered unconditionally to return to work. The union then sought to bargain with respect to the grievances of certain employees who allegedly had been discriminatorily treated by the employer which conduct led directly to the strike. The employer again refused. In concluding that the employer had violated the act by rejecting the union's *second,* but not its first request to bargain, the Board stated:

> Under the holding in the *Reed* case [76 N. L. R. B. 548], we agree with the respondent that it was then [during the period of the strike] under no obligation to bargain with the Union concerning the settlement or cause of the wrongful strike. However, this does not mean that wrongful strike action by employees extinguished permanently the employer's statutory obligation to bargain, but rather that such obligation to bargain, at least with respect to the settlement or causes of the strike itself, was merely suspended during the life of the wrongful strike. In our opinion, the policies of the Act compel the conclusion that the obligation to bargain may again become operative as soon as the employees correct their wrongful action.

This doctrine was also under consideration in *Matter of United Elastic Corporation.*[62] In this case certain employees struck in protest against an alleged accumulation of unsettled grievances, and a general strike developed immediately. The contract in effect at the time contained two relevant clauses. The first clause, among other things, bound the union not to "initiate" or "authorize" any strike, and the second, in part, permitted discharge for striking and for failure to abide by the agreement. It was contended that at its inception the strike had been neither "initiated" nor "authorized" by the union. The majority interpreted the two clauses as a general prohibition against any type of strike and therefore found the strike action, although unauthorized, a breach of the agreement by the union. It also held that post-strike conduct of the union further violated its contractual obligation to "loyally or in good faith endeavor to secure a return of the strikers to work." Accordingly, the majority found that the employer's refusal to bargain for any purpose during the course of the wrongful strike, and his cancellation of the contract were not violative of the act. Member Houston, dissenting, was of the view that the contract did not proscribe unauthorized strikes and further, on the facts, that the union "was attempting in good faith to fulfill" its obligation under the contract to secure the return of the strikers. He therefore would have found that the employer's conduct was violative of section 8 (a) (5) of the act.

In *Matter of Boeing Airplane Company,*[63] the parties entered into a "no-strike" contract on March 16, 1946, which was to continue for a

[62] 84 N. L. R. B., No. 87.

[63] 80 N. L. R. B., No. 447 reversed, 174 F. 2d 988 (C. A., D. C.).

term of 1 year and "thereafter until a new agreement had been reached." The parties engaged in unsuccessful negotiations for a new contract from January 1947 to April 1948, when, because of an impasse, a strike ensued. The employer contended that the strike was violative of the 1946 "no-strike" agreement and therefore relieved him of his obligation to bargain. In rejecting this contention, the Board did not construe the duration clause of the 1946 agreement as compelling the union to forego strike action for an indeterminate period. The Board held that the 1946 agreement "bound the parties to continue observance of its terms, including the no-strike clause, for a reasonable period on and after March 16, 1947"; that, in view of the 14 months of bargaining which culminated in a deadlock on the terms of a new agreement, a reasonable period for adherence to the 1946 contract had elapsed by April 1948; and thereafter the 1946 contract was terminable at will; and that in view of a prior notice of termination by the union, the strike "terminated rather than breached, the 1946 contract."

If there is a duly designated bargaining representative of the employees, an employer also violates his obligation to bargain by unilaterally changing current terms and conditions of employment without prior consultation with that representative.[64] Examples of such unlawful unilateral action were the grant of wage increases;[65] the institution of a pension plan;[66] and the down-grading of employees and the introduction of changes in their work week.[67] In one case,[68] the Board found that the employer's failure to notify the bargaining representative of a unilateral change in working hours was "a technical error, and, in any event, was cured by the Respondent's subsequent bargaining with the Union on the issue." And, in the *United Elastic* case, *supra*, the Board held that unilateral action was sanctioned during a period when the employer's obligation to bargain was suspended by reason of wrongful strike action.

It is not enough to fulfill the obligation to bargain that an employer meet and negotiate with a union. The obligation of the act requires that bargaining shall be conducted in complete good faith. Although the act does not compel agreement, it does require the parties to enter into negotiations with a sincere desire to reach and sign an agreement. Whether or not there has been compliance with this requirement in any given case depends, of course, upon the particular

[64] *Matter of Tower Hosiery Mills, Inc*, 81 N L R B., No 120.
[65] *Matter of Amory Garment Co*, 80 N L R B, No 41.
[66] *Matter of General Motors Corp*, 81 N L R B, No 126.
[67] *Matter of Bergen Point Iron Works*, 79 N L R B 1073
[68] *Matter of Massey Gin and Machine Works, Inc*, 78 N L R B 189. See also *Matter of Union Screw Products*, 78 N. L R B. 1107, *Matter of Bergen Point Iron Works, supra*, where the employer refused to bargain with the union as to the matter on which it had unilaterally acted.

facts involved. In *Matter of Tower Hosiery Mills, Inc.*,[69] where the employer was found to have bargained in bad faith, the Board stated:

> The respondent, it is true, went through many of the motions of collective bargaining. It met on numerous occasions with the union, conferred at great length regarding contract proposals, made concessions on minor issues, and discussed and adjusted several grievances. These surface indicia of bargaining, however, were nullified by the respondent's manifest determination to deprive the union of any voice in determining such major issues as wages, rates, and working conditions. Such conduct on the part of the respondent demonstrates that its participation in discussions with the union was not intended to lead to the consummation of an agreement with the union, but merely to preserve the appearance of bargaining.[70]

Other examples of conduct indicating employer bad faith during bargaining were: the introduction of new and extreme demands after 7 months of negotiations;[71] insistence, during the early stages of negotiations, that recognition of the union certified as representative be limited to its members only;[72] refusal to regard its own proposal as a firm offer;[73] repudiation of oral agreements reached during negotiations and the shifting of position as to matters under negotiation;[74] refusal to submit a complete counterproposal;[75] refusal to furnish the union with information necessary for bargaining on wages;[76] insistence on final agreement on wages as a condition to bargaining on other matters;[77] insistence that the union furnish a surety bond;[78] initiation of a petition among employees to disavow the bargaining representative and the establishment of a rival organization to avoid bargaining.[79]

The following types of conduct were held not to be indicative of bad faith bargaining: filing of a representation petition after an impasse had been reached as to the inclusion of watchmen in the bargaining unit;[80] refusal, after bargaining on the issue, to grant any form of union security;[81] failure to make a written counterproposal, in the nature of a concession;[82] a proposal for indemnification by the union which was withdrawn after a counterproposal of union;[83]

---

[69] 81 N L. R. B., No 120.

[70] See also, *Matter of Franklin Hosiery Mills, Inc*, 83 N L R B, No 37. Cf *Matter of Alabama Marble Company*, 83 N L R B, No 151, where it was held that the employer's demand for reservation of right to change wages was not "beyond the negotiation stage," and hence did not amount to bad faith.

[71] *Matter of Tower Hosiery Mills, Inc., supra*

[72] *Matter of Cookeville Shirt Company*, 79 N. L. R. B. 667.

[73] *Matter of Hillsboro Cotton Mills*, 80 N. L. R B, No. 172.

[74] *Matter of Franklin Hosiery Mills, Inc, supra.*

[75] *Matter of Vanette Hosiery Mills*, 80 N. L R. B., No. 173.

[76] *Matter of Dixie Manufacturing Company, Inc*, 79 N. L. R B. 645.

[77] *Matter of Vanette Hosiery Mills, supra.*

[78] *Matter of Amory Garment Co*, 80 N. L. R. B., No. 41; *Matter of Cookeville Shirt Company, supra.*

[79] *Matter of Superior Engraving Company*, 83 N. L. R. B., No 29.

[80] *Matter of Alabama Marble Company*, 83 N L. R. B, No. 151.

[81] *Matter of Burns Brick Company*, 80 N L. R B, No. 85.

[82] *Matter of Adler Metal Products Corp*, 79 N. L R. B. 219.

[83] *Matter of Tower Hosiery Mills, supra.*

and a refusal, because of economic pressure by a rival union, to grant a closed shop to one union, although willing to do so for other unions.[84]

In defining the obligation to "bargain collectively," as indicated in part above, the statute describes the subject matter of the obligation as including "wages, hours, and other terms and conditions of employment." As in the preceding year,[85] the Board has had occasion to interpret the scope of this phrase. The Board has held that group insurance plans as well as pension programs fall within the definition of "wages," [86] as do "bonus payments." [87] "Working rules" were found to be encompassed within the meaning of "conditions of employment." [88] Accordingly, the Board held that employers must bargain with the representative of their employees as to such matters.

The definition of the obligation to "bargain collectively" in section 8 (d) also provides, in part, "that where there is in effect a collective bargaining contract," no party to "such contract shall terminate or modify such contract, unless the party desiring" the change shall follow a prescribed procedure which stipulates (1) written notice of such desire 60 days prior "to the time it is proposed to make such" change effective; (2) an offer to negotiate in respect of the proposal; (3) notice to the Federal Mediation and Conciliation Service and appropriate State agencies "within 30 days after such notice," if the dispute continues at that time; and, (4) maintenance of the *status quo* for the 60 days, or for the term of the contract, whichever occurs later. Employees "who engage in a strike" during the notice and waiting periods lose their status as "employees" unless subsequently reemployed.

In *Matter of Boeing Airplane Company*,[89] the Board had to determine whether these provisions were applicable to "an interim agreement in existence on August 22, 1947 [the effective date of the section], but based on a contract which on that date had already been opened for negotiations leading to termination." The Board concluded that "inasmuch as the 1946 contract was opened on January 29, 1947, for negotiations leading to termination," the parties were already "engaged in the very contract negotiations that" the section was "designed to encourage," and that "no useful purpose would be served by requiring compliance with the notice and waiting provisions." It further held that only contracts "opened on or after August 22, 1947," fall within the purview of the section. The Board concluded that to

[84] *Matter of Association of Motion Picture Producers, Inc.*, 79 N. L. R. B. 466.

[85] See *Thirteenth Annual Report*, p. 62.

[86] *Matter of General Motors Corporation*, 81 N. L. R. B., No. 126, *Matter of Allied Mills, Inc.*, 82 N. L. R. B., No. 99.

[87] *Matter of Tower Hosiery Mills, Inc.*, *supra*.

[88] *Ibid.*

[89] 80 N. L. R. B. 447, *supra*.

hold otherwise would give the section a *"retroactive"* application contrary to the statutory scheme, which is *"prospective"* in effect. Accordingly, the Board found that employees who struck in April 1948, either had given the requisite notice or were not required to do so and, hence, had not lost their status as employees. The employers' refusal to bargain with their representative was held to be unlawful.

A further limitation on the duty to bargain provides that the statutory definition "shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions *contained* in a contract for a *fixed period*, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract." [Italics supplied.] In *Matter of Allied Mills, Inc.*,[90] the Board held that this limitation is applicable only to subject matter covered by the contract, and that as to matters not so covered, in the absence of an effective waiver, the continuing duty to bargain is unaffected. It thus held the employer under a duty to bargain in respect of "pension programs" during the term of a contract, even though the issue had been discussed during negotiations. In this case the union had not waived its right to raise the issue, but had expressly reserved its right to do so by verbal notice to the employer during contract negotiations.

In cases in which a refusal to bargain collectively was found, the Board, as in the past, has ordered the respondent to cease and desist from its refusal to bargain and has required the respondent to bargain, upon request, with the majority representative.[91] Where, after an employer's illegal refusal to bargain and when as a result of his unfair labor practice, there has been a defection in the union's ranks affecting its status, the Board nevertheless has issued its customary bargaining order. The reason for such remedial action is restated in *Matter of Lancaster Foundry Corporation:* [92]

> Employees join unions primarily in order to secure the benefits of collective bargaining. When an employer refuses to bargain with a union, especially when the refusal is protracted, employee support usually withers and dies. Old employees lose interest and resign, new employees refuse to join. The effect of an unremedied refusal to bargain with a union, standing alone, is therefore to discredit the union in the eyes of old and new employees, to drive them to a second choice, or to persuade them to abandon collective bargaining altogether. And when, as here, the refusal to bargain is accompanied by a discriminatory discharge, the effect of the refusal upon employees is compounded. It may be that some of the union's loss of support is accounted for by factors which have nothing to do with the unlawful refusal to bargain. But any attempt to disentangle these

[90] 82 N. L. R. B., No 99.

[91] In *Matter of American District Telegraph Company*, 84 N. L. R. B., No 24, where a unit, including guards, which was appropriate at the time of the refusal to bargain was subsequently rendered inappropriate by the 1947 amendment of the act, the Board issued no remedial order, as the union's original majority might have been substantially affected by the exclusion of guards from the unit by operation of the amendments.

[92] 82 N. L. R. B., No 145.

other factors from the discouraging effect of the refusal to bargain is impossible so long as the unfair labor practices are unremedied.

The only way by which the Board can undo the effect of the respondent's unlawful refusal to bargain, is to require the respondent to bargain with the union at this time. To refuse to do so because the union has lost its majority would not only leave the respondent's unlawful conduct unremedied, but would also obviously discourage collective bargaining and encourage noncompliance with Board orders in the hope and expectation that a union's majority will be dissipated by delay and litigation.

We do not mean to imply that because the respondent has unlawfully refused to bargain with the union, it must deal exclusively with that labor organization in perpetuity. We do say that the order to bargain must be given effect for a reasonable period of time in which it can be given a fair chance to succeed. After such a reasonable period, the Board will, in a proper proceeding and upon a proper showing, take steps to ascertain again the employees' choice of a bargaining representative.

6. Remedial orders

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

The types of remedial orders normally issued in cases of employer unfair labor practices have been fully reviewed in previous annual reports.[93] In general, the Board continued its prior practices in these respects during fiscal year 1949. When it found that the employer had interfered with, restrained, or coerced employees in the exercise of rights guaranteed in section 7 the Board normally ordered the employer to cease and desist from such conduct. In view of the fact that the act as now amended accords to employees the right to "refrain from" self-organization or other concerted activities, the Board now includes in its orders an additional prohibition against interfering or coercing employees in their right "to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3) of the act." [94] In one case [95] interference, coercion, and restraint was found in part in promoting physical assaults on employees and union organizers. In that case, in addition to ordering that the employer cease and desist from such conduct the Board ordered the employer specifically to

[93] See *Third Annual Report*, pp 199-215, *Fourth Annual Report*, pp 98-109, *Twelfth Annual Report* pp 37-40

[94] See *Matter of Kresge Department Store*, 80 N. L. R. B., No. 12 (Chairman Herzog and Member Murdock dissenting)

[95] *Matter of The Russell Manufacturing Co. Incorporated*, 82 N L R B., No 136.

instruct its employees that such assaults by employees would not be tolerated by the employer.

If an employer is found to have discriminated against an employee, he is normally ordered to reinstate that employee and to make him whole for any loss of pay suffered as a result of the discrimination. In one case this year the loss was held to include the amount that would have been forthcoming under the GI training program.[96] The reinstatement and back-pay order may be fashioned to accommodate special circumstances. Thus, in *Matter of Steinberg & Company*,[97] which involved discrimination against fur trappers, the Board devised a special formula to accommodate the seasonal character of the industry and the shifting areas in which the discriminatees worked. In *Matter of Columbia Pictures Corporation* [98] the Board found that the employer had discriminated in refusing to reinstate certain strikers. However, after the illegal discrimination by the employer, these strikers had been lawfully expelled from a union which at the time of the Board's decision had a valid union-security agreement with the employer. The Board found that it would not effectuate the policies of the act to order the reinstatement of the employees in that case. Accordingly, it ordered back pay only from the date of the illegal discrimination to the date of their expulsion from the union. In one case this year the Board reaffirmed the well-established principle that reinstatement will be ordered to remedy a discriminatory discharge regardless of whether the dischargee had obtained equivalent employment elsewhere.[99]

Mention has already been made above of the type of order issued in cases involving the discriminatory discharge of supervisors before the effective date of the amendments.[1]

II

Unfair Practices by Unions or Their Agents

1. Restraint or Coercion of Employees in the Exercise of the Rights Guaranteed by the Act

Section 8 (b) (1) (A) of the act makes it an unfair labor practice for a labor organization or its agents—

to restrain or coerce employees in the exercise of the rights guaranteed in section 7: *Provided*, That this paragraph shall not impair the right of a labor organization to

[96] *Matter of Taylor Manufacturing Company, Inc.*, 83 N. L. R. B., No 17
[97] 78 N. L R. B 211.
[98] 82 N. L. R B , No 70.
[99] *Matter of Atlantic Company*, 79 N. L. R B. 820.
[1] *Supra*, p. 68.

prescribe its own rules with respect to the acquisition or retention of membership therein.

Although this language, other than the proviso, is similar in part to that of section 8 (a) (1), which proscribes *employer* conduct, the Board has determined from the legislative history that the Congress did not intend that section 8 (b) (1) (A) be given the broad application accorded section 8 (a) (1).[2] The Board has generally held that a violation of any of the other subdivisions of section 8 (a) is also a violation of subdivision (1). However, in the *National Maritime Union* case,[3] the Board's first decision interpreting section 8 (b) (1) (A), the majority of the Board [4] observed, in discussing the scope of that section:

> This legislative history [of section 8 (b) (1) (A)] strongly suggests that Congress was interested in eliminating physical violence and intimidation by unions or their representatives, as well as the use by unions of threats of economic action against specific individuals in an effort to compel them to join. Nothing in this legislative history indicates that a union which refuses to bargain is to be considered as having per se "restrained" or "coerced" employees in the exercise of their rights guaranteed in section 7, particularly where, as in this case, the finding of refusal to bargain is bottomed solely in the union's insistence upon a demand for a provision which is found to be unlawful. Nor is there any suggestion in the legislative history of section 8 (b) (1) (A) that "coercion" and "restraint" may be found to flow automatically from a union's violation of section 8 (b) (2) where, as in this case, the efforts of the union were not directed against a particular individual or group of individuals, and constitute merely an attempt to cause the employer to discriminate within the meaning of section 8 (b) (2).[5]

During the past fiscal year the Board had its first opportunity to determine whether certain conduct of unions or their agents constituted "restraint" or "coercion" of employees in violation of section 8 (b) (1) (A). In most cases, the types of conduct in question accompanied strike action. The Board found that the following concomitants of strike activity fell within the statutory prohibition against

[2] See p. 50, *supra* for the provisions of section 8 (a) (1) and section 7

[3] *Matter of National Maritime Union of America (The Texas Company, et al)*, 78 N. L. R B 971.

[4] Member Gray dissented on this point only.

[5] See also *Matter of Perry Norvell Company (United Shoe Workers of America, C I. O , et al)*, 80 N. L R B , No. 47; *Matter of Amalgamated Meat Cutters and Butcher Workers of North America, A. F. L. et al. (The Great Atlantic and Pacific Tea Company)*, 81 N. L R B , No. 164, *Matter of American Radio Association et al. (Committee of Companies and Agents, Atlantic and Gulf Coast, Radio Officers)*, 82 N. L. R. B No 151.

In Matter of Local 74, United Brotherhood of Carpenters and Joiners of America, A. F. L. et al (Watson's Specialty Store), 80 N. L R. B , No 91, the Board held that a violation of section 8 (b) (4) (A) was not per se a violation of section 8 (b) (1) (A). The Board has not yet been called upon to decide any contested case involving an alleged violation of subsection (5) or (6) of section 8 (b)

"restraint" or "coercion": picketing [6] or other conduct which actually obstructed entrance to or exit from a struck plant by nonstriking employees,[7] or to or from a working area outside a struck plant;[8] the use of threatening language [9] by groups of strikers who followed nonstrikers away from a struck plant;[10] acts and verbal threats of physical violence toward nonstrikers at a struck plant,[11] and—under some circumstances—at points removed from such a plant;[12] carrying of sticks by pickets on a picket line;[13] open piling of bricks at the site of a picket line for use by pickets;[14] a union's statement to nonstriking employees that "when we get in with the union you old fellows won't have a job;"[15] a union agent's statement (made, not in the course of a strike, but at an organizational meeting) that employees who did not join the union "would eventually lose their jobs;" [16] barring entrance into a struck plant to supervisory employees in the presence of non-

[6] Although the Board concluded in *Matter of Local No. 1150, United Electrical, Radio and Machine Workers of America, et. al. (Cory Corporation)*, 84 N. L. R. B , No. 110, that the legislative history of section 8 (b) (1) (A) supports the view that Congress intended thereby to prohibit conduct popularly characterized as "mass picketing," it found that that term was not specifically defined anywhere in the reports or debates. In these circumstances the Board ruled:

"The term [mass picketing] must, therefore, be read in the context of section 8 (b) (1) (A), which simply says that labor organizations shall not 'restrain' or 'coerce' employees. So read it cannot be construed as contemplating that this Board shall affirmatively regulate the number of persons who may properly picket an establishment. That is primarily a matter for the local authorities. Our function rather, as we see it, is limited to determining whether picketing as conducted in a given situation, whether or not accompanied by violence, 'restrained' or 'coerced' employees in the exercise of their rights guaranteed under the act, and, if so, to enjoin such conduct."

Cf. *Matter of Perry Norvell Company, supra,* where it was held that the mere presence of large numbers of strikers in the vicinity of the struck plant was not coercive, as there were no attempts to interfere with ingress and egress of nonstrikers

[7] See *Matter of International Longshoremen's and Warehousemen's Union, C I. O , et al. (Sunset Line and Twine Company)* 84 N. L. R B , No. 23, *Matter of United Furniture Workers of America, Local 309, C. I O. et al. (Smith Cabinet Manufacturing Company)* 81 N L. R B , No. 138; *Matter of United Furniture Workers of America, C. I O , et al. (Colonial Hardwood Flooring Company, Inc)* 84 N. L R B , No 69. In the *Smith* case the Board held that the blocking of a plant entrance by the use of railroad ties, automobiles, raised gutter plates and tacks constituted proscribed activity within the meaning of section 8 (b) (1) (A)

[8] In *Matter of Smith Cabinet Manufacturing Company, Inc , supra,* the Board found that picketing which prevented the loading of a railroad boxcar at a point outside the struck plant was also violative of the act.

[9] In *Matter of Perry Norvell Company, supra,* it was held that name calling alone was not restraint or coercion, but rather protected activity within the meaning of section 8 (c).

[10] *Matter of Sunset Line and Twine Company, supra, Matter of Perry Norvell Company, supra.*

[11] *Matter of Sunset Line and Twine Company, supra, Matter of Perry Company, supra; Matter of Smith Cabinet Manufacturing Company, Inc , supra; Matter of North Electric Manufacturing Company, supra; Matter of Colonial Hardwood Flooring Company, Inc., supra.*

[12] *Matter of Sunset Line and Twine Company, supra, Matter of Smith Cabinet Manufacturing Company, Inc., supra, Matter of Colonial Hardwood Flooring Company, Inc , supra*

[13] *Matter of Smith Cabinet Manufacturing Company, Inc , supra.*

[14] *Ibid*

[15] *Matter of Smith Cabinet Manufacturing Company, Inc , supra.* See also *Matter of Cory Corporation, supra.*

Dissenting in the first decided case involving such a threat, the *Smith* case, *supra,* Chairman Herzog and Member Houston did not agree that such remark was unlawful. They concluded that "the threat of loss of employment inherent in this remark was not necessarily calculated to restrain or coerce," because the union was at the time not in a position to carry it out, and might never be

[16] *Matter of Mars Lane and International Ladies Garment Workers Union, AFL (Seamprufe, Incorporated),* 82 N. L. R B., No. 106 *Matter of North Electric Manufacturing Company, supra.*

striking employees;[17] instructing strikers "to go out and get" non-strikers;[18] and destroying plant property in such a manner as to constitute a threat of physical violence to those desiring to work.[19]

In construing section 8 (b) (1) (A) the Board has concluded that Congress intended that the standards for determining what constitutes "restraint" and "coercion" under this part of the statute should be the same as those which the Board had traditionally applied to these very terms in passing upon employer conduct under section 8 (a).[20] The Board has thus held that a union or its agents may have engaged in coercion even though the conduct in question did not have the contemplated effect, or may have been precipitated by employer unfair labor practices.[21]

In several cases it was urged by the General Counsel that calling certain types of strikes allegedly prohibited under other subsections of section 8 (b), or the threat to do so, also constituted proscribed union activity within the meaning of subsection (1) (A). The Board rejected this contention, on the ground that this portion of section 8 (b) was designed only to curtail acts of coercion and violence that sometimes may accompany a strike, but not the very strike call itself.[22] The Board also found no merit in the contention that a strike of a dissident group in violation of a no-strike clause,[23] and non-violent attempts by a minority to unseat an incumbent union,[24] constituted violations of section 8 (b) (1) (A).

[17] *Matter of Smith Cabinet Manufacturing Company, Inc*, *supra*, and *Matter of Cory Corporation*, *supra*. In the *Smith* case the Board rejected a contention that coercive acts which were directed at company officials *out of the presence of nonstrikers* constituted a violation of section 8 (b) (1) (A), these acts, the Board found, were not carried out under such circumstances as to ensure that the nonstriking employees would hear of them and in turn be coerced by them.

[18] *Matter of Colonial Hardwood Flooring Company, Inc*, *supra*. Chairman Herzog and Member Houston were of the opinion that this instruction was ambiguous, and, upon the facts of the case, that there was insufficient basis for interpreting it as a direction to strikers to engage in restraint and coercion.

[19] *Matter of North Electric Manufacturing Company*, *supra*.

[20] *Matter of Sunset Line and Twine Company*, *supra*.

[21] *Matter of Sunset Line and Twine Company*, *supra*; *Matter of Smith Cabinet Manufacturing Company, Inc.*, *supra*, and *Matter of Cory Corporation*, *supra*. Cf. *Matter of National Maritime Union of America, et al*, *supra* In the *Cory* case, the Board said:

"With respect to the 'clean hands' defense, we find . . . that the Company's alleged unfair labor practices, if established, do not lessen the need for vindicating and protecting employee rights under the Act, which the Respondents have infringed, much less justify the Respondents' violation of these rights"

[22] In *Matter of National Maritime Union of America, et al supra*, a strike was called to force an employer to grant an illegal hiring hall, in *Matter of American Radio Association et al*, *supra*, a strike threat was made for the same purpose. See also *Matter of Great Atlantic and Pacific Tea Company*, *supra*, and *International Union, United Mine Workers of America, et al* (*Jones & Laughlin Steel Corporation et al*), 83 N. L. R. B., No. 135, in which the unions struck to compel the granting of illegal closed-shop and union-shop agreements; and *Matter of Perry Norvell Company*, *supra*, in which a striking union sought to force the company to abrogate an existing contract with a rival uncertified union.

[23] *Matter of Perry Norvell Company*, *supra*.

[24] *Ibid.*

2. Causing or Attempting to Cause an Employer to Discriminate Against an Employee

Section 8 (b) (2) of the Labor Management Relations Act makes it an unfair labor practice for a labor organization or its agents—

> to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a) (3) or to discriminate against an employee with respect to whom membership in such organization had been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 8 (a) (3), referred to in the quoted paragraph, makes it an unfair labor practice for an employer—

> by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization. * * *

A proviso to section 8 (a) (3) permits the execution and enforcement of a so-called "union-shop" agreement under certain specified conditions.[25]

In the *National Maritime Union* case,[26] the first proceeding in which the Board was called upon to interpret section 8 (b) (2), it was found that the union had violated that section by the combined acts of insisting during contract negotiations upon the continuance of a hiring-hall provision contained in an expiring contract, and authorizing a strike which had as its objective obtaining the hiring-hall provision in question. In interpreting section 8 (b) (2), the Board determined that Congress had intended thereby to prohibit all attempts by unions or their representatives to cause employers to violate section 8 (a) (3). In view of this determination, the Board concluded that it would be required to find the respondents guilty if they had caused or attempted to cause the employers involved to execute an agreement under which the latter would have discriminated against employees "in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization." The hiring-hall provision sought by the respondents did not on its face require discrimination against non-members; and the Board did not rule on whether, if standing alone, it would have been unlawful. However, the record established that the hiring-hall sought did in practice discriminate against nonmembers, and that the respondents contemplated and the employers understood that such discrimination would continue if the hiring-hall provision were renewed. For these reasons, the Board found that the union's action constituted an attempt to cause an infringement of section 8 (a) (3) and that the union had thereby violated section 8 (b) (2), even though no actual discrimination against any particular employee had been proved.

[25] Footnote reference to Report; Section on UA elections.
[26] *Matter of National Maritime Union of America, supra.*

In its second decision interpreting section 8 (b) (2), the *Great Atlantic and Pacific Tea Company* case,[27] the Board reaffirmed the position both it and the courts had taken long before the 1947 amendments to the Act: that the mere signing of an illegal "closed-shop" agreement is a form of discrimination in violation of section 8 (3) [now 8 (a) (3)] of the act.[28] Striking to force an employer to sign such an agreement was therefore held to fall within the proscription of section 8 (b) (2). In reaching this conclusion, the Board rejected the union's contention that there had been no attempt within the meaning of the statute to cause the employer to violate section 8 (a) (3). The contention was based on the subsidiary argument that the employees had merely ceased working at the expiration of the contract, but had not engaged in a strike, as there was no picketing, no payment of strike benefits, no waiver of union dues and no formal approval by the international union. The Board said:

"These [elements] accompany most strikes, but they are not indispensable conditions precedent thereto * * *

A strike call may be given in forthright fashion, or informally in a manner which is understood by the initiated.[12] A strike may be as effectively signaled by a simple statement that an employer has refused to sign a collective bargaining contract when the union policy is 'no contract—no work' as by a direct strike call from the Union leadership to the union members on the failure to reach agreement on a new contract."

[12] See *U. S.* v. *Int'l Union U. M. W A.* 77 F. Supp. 563.

In the *United Mine Workers* case,[29] the Board again found that a union had violated section 8 (b) (2) of the act, by attempting to cause employers to execute an illegal union-shop agreement through a strike called to support its demands for such agreement.[30] In so holding, the Board rejected the union's contention that the union-shop agreement it insisted upon was valid, despite its failure to comply with the statutory election provisions authorizing such agreements, because practically all the companies' miners were members of the union and had, in fact, sanctioned the union-shop demands. On this point, the Board observed:

* * * the act, as legislative history confirms,[11] contemplated strict compliance with its terms, which require that the union be certified by the Board under section 9 (e) (1) as authorized to execute a union-shop agreement.[12] This interpreta-

[11] The Conference Report notes that "permission [for a union shop] * * * *is granted only if*, upon the most recent election held under later provisions of the conference agreement" (Sec. 9 (e)), a majority of the employees in the bargaining unit in question eligible to vote have authorized the union to make such an agreement. H. Conf Rep. No. 510, 80th Cong., 1st Sess (1947) p. 41. [Italics added.]

[12] *Matter of Hager & Sons Hinge Manufacturing Company*, 80 N. L R. B., 163, *Matter of Lykens Hosiery Mills, Inc*, 82 N. L. R. B., No. 125.

---

[27] *Matter of The Great Atlantic and Pacific Tea Company, supra.*

[28] *N L R. B* v. *National Motor Bearing Company*, 105 F. 2d 652 (C. A 9); *Matter of Donnelly Garment Company*, 50 N L. R. B., 241, enfd. 165 F. 2nd 940 (C. A 8); *Matter of Highway Trailer Company*, 3 N L R B 591.

[29] *Matter of International Union, United Mine Workers of America, et al. supra.*

[30] In this case the employers acceded to the union's demands and executed an agreement containing an unauthorized union-shop provision.

tion accords with the general rule of statutory construction that the burden of establishing a claim to privileges contained in a proviso to a statute rests on him who asserts it.[13] Manifestly, the respondents do not rely on compliance with the act to sustain the legality of their union-shop demands.

[13] *Federal Trade Commission* v. *Morton Salt Co.*, 334 U. S. 37, 44-45.

In other decisions involving an interpretation of section 8 (b) (2), the Board has held that there is no substantial distinction between an actual strike by a union and a threat of strike action supported by a majority vote of union members, for the purpose of determining whether there has been an unlawful attempt to cause an employer to discriminate against nonmembers of the union.[31] In the same cases the Board also held that capitulation by the employers to the union's discriminatory hiring-hall demands, instead of lessening the need for Board action, showed an impelling necessity for an order designed to remedy the unfair labor practices found, and to prevent their continuation.[32]

3. Refusal to Bargain

Section 8 (b) (3) of the act makes it an unfair labor practice for a labor organization or its agents—

to refuse to bargain collectively with an employer, provided it is the representative of his employees subject to the provisions of section 9 (a).

Section 9 (a) provides that—

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 three cases decided during the past fiscal year, the Board was called upon to determine whether a union had refused to bargain within the meaning of this provision. All three were concerned with a union's insistence, as a condition precedent to making an agreement or to general bargaining, that the employer agree to a provision made unlawful by the amended act. In the *National Maritime Union* case, *supra*, the Board found that the union had refused to bargain within the meaning of section 8 (b) (3) by insisting, as a condition precedent to entering into a collective bargaining agreement, that the employers agree to the continuation of a hiring-hall practice which the act now forbids.[33] In the *Great Atlantic and Pacific Tea Company* case,[34] the Board found a similar violation in the respondent local union's insistence, as a condition precedent to further bargaining,

[31] *Matter of American Radio Association et al*, *supra*, *Matter of National Maritime Union of America, et al. (Committee of Companies and Agents Atlantic and Gulf Coast, Unlicensed Personnel)* 82 N. L. R. B., No. 152.

[32] *Ibid.*

[33] Accord *Matter of American Radio Association et al*, *supra*, *Matter of National Maritime Union of America et al. (Committee of Companies and Agents Atlantic and Gulf Coast, Unlicensed Personnel)*, 82 N. L R. B., No. 152.

[34] *Matter of The Great Atlantic and Pacific Tea Company, supra.*

that the company grant a closed-shop. In the *United Mine Workers of America* case,[35] the Board found that the respondents had insisted upon the companies' acceptance of an unauthorized union-shop provision as a condition precedent to concluding a collective bargaining agreement. The Board nevertheless held that it could not find the union guilty of refusing to bargain, because there was insufficient evidence in the record upon which to make the appropriate unit determination which is a necessary prerequisite to a finding that the union had refused to bargain within the meaning of section 8 (b) (3).[36]

4. Strikes and Boycotts Forbidden by Section 8 (b) (4)

Section 8 (b) (4) makes it an unfair labor practice for a labor organization or its agents—

to engage in, or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is:

(A) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person;

(B) forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9;

(C) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 9;

(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work: *Provided*, That nothing contained in this subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this act.

[35] *Matter of International Union, United Mine Workers of America, et al*, *supra*.

[36] Member Reynolds, in dissenting from the majority decision on this point only, took the position that there was nothing in the language of section 8 (b) (3), or in its legislative history, which indicated that an appropriate unit finding was a prerequisite to a determination that a union had refused to bargain. He further disagreed with the majority holding that the evidence was insufficient upon which to make a unit determination, as he was of the opinion that upon the record in the case the Board could properly have determined that either of two alternative units was appropriate. Thereupon, it could have ordered the union to bargain with the employers in either one of the alternative units, leaving to the parties the choice of either alternative.

During the past fiscal year the predominant type of case decided under section 8 (b) (4) involved alleged violations of subsection (A). In one of these cases the same facts were alleged as violations of subsection (B). Only one case involving a violation of subsection (C) came to the Board for decision during this period. The Board had no opportunity to decide any unfair labor practice cases under subsection (D); its experience was limited to preliminary proceedings under section 10 (k) [37] to determine the dispute out of which unfair labor-practice charges brought under subsection (D) arose.

A. Cases Decided Under Subsection (A)

Acts Found to Constitute Violations

Subsection (A), among other things, prohibits a labor organization or its agents from striking, or inducing or encouraging employees of any employer to strike, or withhold services, with an object of forcing or requiring any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer or manufacturer, or to cease doing business with any other person.[38] In accordance with congressional intent, the Board has construed this provision as designed to outlaw those so-called secondary boycotts of the character described in the act which are conducted in the manner forbidden in the act. As an administrative agency entrusted with the enforcement of the statute, the Board has uniformly rejected contentions directed against the constitutionality of these provisions,[39] just as it has those directed against other portions of the act.

Much was necessarily left to the administrative process to define, on a case-to-case basis, the precise nature and extent of the restrictions thus imposed on union activity. The Board has, in all cases, sought to effectuate the legislative intent.

In *Matter of Schenley Distillers Corporation*,[40] the first case to be decided by the Board under this subsection, one local of a union was engaged in a strike with a liquor manufacturer over terms of employment. A sister local ordered its members employed at the warehouses of various independent wholesale distributors to refuse to handle the manufacturer's products; and they did so refuse. The Board found from the evidence that one object, though not necessarily the only

[37] For the provisions of section 10 (k), see, p. 99 *infra*

[38] Subsection (A) also prohibits the same conduct if it has as an object "forcing or requiring any employer or self-employed person to join any labor or employer organization." The Board has had no occasion during the past fiscal year to decide any case involving this phase of subsection (A).

[39] See, e. g., *Matter of Schenley Distillers Corporation*, 78 N. L. R. B. 504, *Matter of Wadsworth Building Company, Inc.*, 81 N. L. R. B., No. 127.

[40] 78 N. L. R. B. 504

object,[41] of the concerted refusal of the distributors' employees to handle the goods of the manufacturer was to force the distributors to cease dealing in the struck manufacturer's products and to cease doing business with that company. The Board accordingly found that the conduct was in violation of subsection (A) of section 8 (b) (4). It was there contended that the distributors were not neutrals "doing business" with the manufacturer, within the meaning of that provision, because they had an interest in distributing the manufacturer's products. The Board overruled this contention, noting that the relationship between the manufacturer and the distributors was simply one of buyer and seller, and that the statutory provision was designed to shelter the buyer from the kind of pressure brought against it by the union. The Board stated:

* * * the language of the act does not vest the Board with discretion to allow a union to engage in secondary activity, otherwise unlawful, because of an asserted alliance which rests solely on the fact that the so-called ally is an independent sales outlet for the products of the primary employer.

The Board also found no basis either in the language of the act or in its legislative history for the union's contention that subsection (A) was intended to apply only to cases where the primary dispute was over recognition and not over terms of employment. It observed that the legislative history, on the contrary, indicated that "it was the intention of Congress to remove the pressure of strikes and boycotts from those who merely continued to do business with an employer involved in a dispute with his employees over terms of employment as well as over recognition." [42]

In *Matter of Watson's Specialty Store*,[43] the union was seeking to organize the employees of a retail store which was engaged in the business of selling and installing building supplies and household equipment. In aid of its campaign, the union ordered its carpenter members to leave a private residence renovation job because the retail store's nonunion employees were also at work at the residence installing wall and floor coverings. To secure a resumption of the carpentry work, the union suggested to the owner of the residence that he cancel his contract with the company. A majority of the Board found that the carpenters' work stoppage was aimed at forcing the owner to cease doing business with the retail store, and that the union's conduct in directing the stoppage was therefore violative of subsection (A). The

[41] To the same effect, see, for example, *Matter of Watson Specialty Store* (80 N. L. R. B., No. 91), and *Matter of Wadsworth Building Company, Inc.*, (81 N. L. R. B., No. 127), in which the Board held that where an unlawful object was present, it was immaterial that another object of the union's activities might have been legitimate.

[42] The Board also held that the employer involved in the primary labor dispute may file charges of alleged violations of section 8 (b) (4) (A). See section 10 (b) and Board Rules and Regulations, series 5, as amended August 18, 1948, sec 203.9.

[43] 80 N. L. R. B , No. 91.

majority overruled the union's contention that the work stoppage was not a "strike," but a permanent abandonment of that particular employment by the carpenters. The Board held that, as the carpenters left their job as a consequence of a labor dispute and merely intended to withhold their services until such time as the union's demand was met, the cessation of work constituted a strike within the meaning of the act, even though the strikers never returned to that work because the union's demand was not met before the job was completed.[44]

Although the operations of the retail store plainly affected commerce, the union also argued in that case that the act did not apply to the building-construction industry. Rejecting this contention, the majority stated:

* * * the legislative history of the 1947 amendments is replete with evidence that, especially where secondary boycotts were concerned, Congress intended to exercise its plenary power to protect small and relatively local enterprises against the impact of union boycotts aimed at the *installation* of materials furnished by primary employers, the interstate character of whose business is clear.[45]

In subsequent cases, later discussed, the Board applied the prohibitions of section 8 (b) (4) (A) to diverse business relationships in the building-construction field where interstate commerce was affected, noting that "Congress, in enacting section 8 (b) (4) (A), as well as other provisions of the act, intended, among other things, to reach certain practices prevailing in the construction industry which it deemed were detrimental to the public interest and which it expected to eliminate thereby." [46]

It was in *Matter of Wadsworth Building Company, Inc.* [47] that the Board first had occasion to consider the impact of the so-called free speech provisions of section 8 (c)[48] on the scope of the prohibitions of section 8 (b) (4) (A). The precise question presented was whether mere peaceful picketing and the promulgation of a "We do not patronize" list to accomplish a secondary boycott of the kind pro-

[44] The Board also held that, although the strike originated before the effective date of the amended act, it was nevertheless subject to its interdictions, because "it was continued and prolonged after the effective date by the very same factors which originally created it and for the same original objective which * * * section 8 (b) (4) declares unlawful" Similar defenses were rejected in *Matter of Montgomery Fair Co* (82 N L R B , No 26). See also *Matter of Osterink Construction Company* (82 N L. R. B., No. 27), where the Board held violative of section 8 (b) (4) (A) an "unfair list" which originated before the amended act but continued in force thereafter.

[45] Member Houston dissented on the ground that the effect of the alleged unfair labor practices on commerce was so remote and insubstantial and the controversy involved was so local as to make it undesirable to assert jurisdiction. Chairman Herzog concurred with the majority only on the ground that the Board had no discretion to decline to exercise jurisdiction in secondary boycott cases In the latter *Samuel Langer* case the Chairman stated that he would no longer adhere to that position, deeming himself bound by his colleagues' contrary views (82 N. L R. B., No 26)

[46] *Matter of Wadsworth Building Company, Inc , supra.*

[47] 81 N. L R B., No. 127.

[48] Section 8 (c) provides "The expressing of any views, arguments, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of the Act, if such expression contains no threat of reprisal or force or promise of benefit."

hibited by the statute, fell within the proscription of section 8 (b) (4) (A) or whether they were forms of speech protected by section 8 (c). The union, in support of its wage dispute with a manufacturer of prefabricated houses, peacefully picketed the building project of one of the manufacturer's customers and also caused the customer's name to be placed on a building trades council's "We do not patronize" list. A majority of the Board (Members Reynolds and Gray, with Chairman Herzog concurring separately, and Members Houston and Murdock dissenting) held that the union, by these activities, induced and encouraged employees to strike or withhold services in violation of section 8 (b) (4) (A).

All members were in agreement that peaceful picketing and "We do not patronize" lists were forms of communication of the facts of a labor dispute normally encompassed by the literal language of section 8 (c).[49] They divided, however, on the question of whether that provision should be construed to be applicable to section 8 (b) (4) (A), so as to afford immunity to the activities involved in that case. The majority, after considering the language and legislative history of the act and the purpose section 8 (b) (4) (A) was designed to serve in the statutory scheme, concluded that section 8 (c) was not intended to apply to section 8 (b) (4) (A). Members Reynolds and Gray stated in their joint opinion:

* * * Section 8 (b) (4) (A) was aimed at eliminating all secondary boycotts and their concomitant activities which Congress thought were unmitigated evils and burdensome to commerce. It was Congress' belief that labor disputes should be confined to the business immediately involved and that unions should be prohibited from extending them to other employers by inducing and encouraging the latters' employees to exert economic pressure in support of their disputes. It was the *objective* of the union's secondary activities, as legislative history shows, and not the *quality of the means* employed to accomplish that objective, which was the dominant factor motivating Congress in enacting that provision. Both the proponents and opponents of the act so interpreted section 8 (b) (4) (A) and understood that it prohibited peaceful picketing, persuasion, and encouragement, as well as nonpeaceful economic action, in aid of the forbidden objective. In these circumstances, to construe section 8 (b) (4) (A) as qualified by section 8 (c) would practically vitiate its underlying purpose and amount to imputing to Congress an unrealistic approach to the problem. For then, in no instance would this section, contrary to congressional intent, reach peaceful picketing, though a familiar means of attaining a secondary boycott, or other peaceful forms of inducement and encouragement. And, although it is true that section 8 (c) does not affect as such the prohibition in section 8 (b) (4) (A) against labor organizations engaging in a strike for a proscribed objective, even that prohibition would nevertheless appear

[49] The Board unanimously rejected the theory proposed in support of the complaint that peaceful picketing and "We do not patronize" lists are coercive, and therefore not protected by section 8 (c), because they contain implicit threats of reprisal and promises of benefit to union and nonunion employees alike See also *Matter of Osterink Construction Company* (82 N. L R. B., No. 27), where the Board found that an "unfair list" constituted inducement and encouragement proscribed by section 8 (b) (4) (A), irrespective of the union's power of discipline over its members who failed to heed the "unfair list."

to be rendered ineffectual by section 8 (c) in that peaceful picketing, among other things, to promote the strike would presumably be protected thereby.

* * * * * * *

From the foregoing discussion of the act and its legislative history, one thing is plain; the task of choosing between the broad language of section 8 (b) (4) (A) and the equally broad language of section 8 (c) is not a simple or enviable one. "Nor can canons of construction save us from the anguish of judgment." But, because we believe that to apply section 8 (c) to section 8 (b) (4) (A) would lead to "absurd or futile results" or, at least, to "an unreasonable one 'plainly at variance with the policy of the legislation as a whole'," we consider it our duty, as the administrative agency entrusted with the enforcement of the public policy embodied in the Act, to follow the "purpose [of sec. 8 (b) (4) (A)] rather than the literal words [of sec. 8 (c)]," and thus effectuate the will of Congress.

Chairman Herzog, in a separate concurring opinion, said:

It seems clear to me that Congress was attempting to deal a death blow to secondary boycotts, whether for economic or for other objectives, and desired to use all the power at its command to eliminate them from the American industrial scene. Evidence of that intention runs through the legislative history in both Houses. Picketing and the use of unfair lists have been such traditional methods of implementing secondary boycotts that I find it impossible to believe that Congress was not deliberately aiming its shafts at these practices when it inserted the words "induce or encourage" in section 8 (b) (4). By consciously employing these particular words at this single point in the statute, Congress selected the means most likely to accomplish the purpose it thought desirable. Yet it inserted other words in section 8 (c) which, read literally, would devitalize the earlier section in practice. The inconsistency is apparent; the precise words of one section or the other must give way.

Literal reading of section 8 (c) may not, in my opinion, be permitted to prevail over effectuation of the paramount legislative purpose. * * *

Members Houston and Murdock dissented from the majority's determination that section 8 (c) does not apply to section 8 (b) (4) (A) so as to protect the peaceful picketing or the "We do not patronize" list in question. Disputing the majority's interpretation of legislative history, the dissenting members saw no basis either in the debates or committee reports for denying the applicability of the plain language of section 8 (c) to every provision of the act, particularly as section 8 (c) also reflected constitutional guaranties. Indeed, the dissent pointed out, legislative history shows that:

* * * it was a matter of paramount concern to Congress, a concern that found expression in section 8 (c), that none of the language used in any section of the act should be interpreted as infringing or endangering the fundamental rights of employers, employees, and labor organizations to air their grievances and to speak their minds openly in industrial disputes. Section 8 (c) is thus made a safety valve of the act, *a reminder that whatever another provision, read alone, may seem to mean, it cannot be used as a prohibition against free speech.*

Obviously, when applied to section 8 (b) (4) (A), the right of a labor organization to free speech limits the otherwise sweeping proscription against inducing or encouraging a secondary boycott. * * *

Summarizing their conclusions, the dissenting members stated:

* * * Congress *deliberately* refrained from mentioning peaceful picketing in section 8 (b) (4). Instead, it used language susceptible of interpretation in accord with constitutional principles and section 8 (c). It is not, in our opinion, a valid exercise of the Board's interpretative powers to ascribe to Congress an intention to prohibit under the terms "induce or encourage" the type of picketing which the Supreme Court has held to be constitutionally protected speech. Nor is it within the province of the Board, as an administrative agency, to deny effect to the language of Congress, presumably chosen with care. Congress, and Congress alone, can by legislation change the results of what it has decreed. It is the Board's duty to translate the words of Congress into action. But it is clearly not its duty or within its power to rewrite legislation for Congress by refusing to recognize the explicit applicability of section 8 (c) to every provision of the act. Where there is some apparent conflict between ambiguous and unambiguous terms in a statute, we think the safest rule of statutory construction is the time-tested rule that the plain meaning of unambiguous terms should be plainly enforced. In the words of Mr. Justice Cardozo, "We take this statute as we find it."

The union also argued in the *Wadsworth* case that Congress did not intend to reach a "product boycott," such as that involved therein, because it was economically justified and necessary to protect the union's wage scales, which were threatened when products manufactured by the struck employer under nonunion conditions were used by others. In rejecting this contention, the majority opinion declared—

* * * both the express language of section 8 (b) (4) (A) and its legislative history disclose a contrary intention. In fact, not only does it appear from the legislative debates and committee reports that Congress considered the "product boycott" one of the precise evils which that provision was designed to curb, but also Senator Taft, one of the sponsors of the act, and Senator Ball, in reply to the critics of the section in question, emphasized without qualification that all boycotts were equally indefensible and unjustified. In these circumstances, Klassen, who was only a customer of Wadsworth [the struck manufacturer], was an "unconcerned" or "neutral" party intended to be protected from economic pressure exerted by the respondent carpenters in aid of its primary dispute with Wadsworth. If, as the respondents urge, it is desirable that "product boycotts" should be exempted from the interdiction of section 8 (b) (4) (A), the argument should be addressed to Congress. Manifestly, the Board as the administrative agency entrusted with the enforcement of the act, cannot assess the wisdom of, or rewrite or engraft exceptions upon, legislation which represents the considered judgment of Congress on a matter of serious and controversial public policy.[50]

In *Matter of Sealright Pacific, Ltd.*,[51] the Board held, on the basis of principles established in the *Wadsworth* case, *supra*,[52] that section

[50] No dissent was voiced to this statement concerning product boycotts.

[51] 82 N. L. R. B., No. 36.

[52] In accordance with current Board practice, Members Houston and Murdock, who had dissented in the *Wadsworth* case, thereafter considered themselves bound by the majority's decision in that case.

8 (b) (4) (A) prohibited a union from picketing peacefully on the premises of shipping concerns in order to induce and encourage the employees of those concerns to refuse to handle the products of a manufacturer with whom the union had a labor dispute, where an object of the picketing was to force the shipping concerns to cease transporting merchandise for or to the manufacturer.

In *Matter of Osterink Construction Company*,[53] the Board had before it the question of whether a building trades council and its affiliated bricklayers' union violated section 8 (b) (4) (A) by maintaining and enforcing an "unfair list" against a general building contractor who refused to grant the council's demand for a closed shop. These labor organizations enforced the "unfair list" by ordering members of the bricklayers' union employed by a subcontractor to leave the general building contractor's job, and by imposing a fine on those who disobeyed. The Board found that enforcement of the "unfair list" contravened section 8 (b) (4) (A). Concerning the promulgation of the "unfair list" itself, a majority of the Board (Member Houston dissenting) found that, like the "We do not patronize list" in the *Wadsworth* case, *supra*, "it was designed to achieve a similar withdrawal of services by employees and had as an objective compelling their employer to discontinue business dealings with" the general contractor. Accordingly, the majority concluded that the mere listing of the general contractor constituted "inducement and encouragement" of employees proscribed by section 8 (b) (4) (A). Although Member Houston agreed that it was a violation for the unions to order the subcontractor's employees to leave the general contractor's job, he believed that section 8 (c) protected the mere publication of the "unfair list." It was his opinion that "if an unfair list cannot claim protection under section 8 (c), neither can any other form or means of propaganda which a union may wish to use to publicize its view as to its relations with management, and unions are enjoined to silence to a degree which seriously imperils their ability to engage in any concerted activity at all."

In other cases the Board also found that certain kinds of action taken by a union in support of its dispute with a general building contractor or with a subcontractor violated section 8 (b) (4) (A). In *Matter of Montgomery Fair Co.*,[54] the Board held that it was unlawful under section 8 (b) (4) (A) for a union, in furtherance of its efforts to organize a nonunion general contractor, to call a strike of its carpenter-members employed by a department store and to picket the department store, in order to induce and encourage other employees of the store to engage in a strike. The Board found that an object

[53] 82 N L. R. B., No 27.
[54] 82 N. L. R. B., No. 26.

of the union's activities was to force the department store to terminate its contract and business dealings with the general contractor whom it had hired to do certain renovating work.[55]

In *Matter of Samuel Langer*,[56] the Board [57] held that section 8 (b) (4) (A) prohibited a union from picketing a construction site to induce and encourage employees of a carpenter-subcontractor to withhold services from their employer, where an object of the picketing was to compel the general contractor to terminate his contract relations with a nonunion electrical subcontractor whose employees were working on the same job. And similarly, in *Matter of Gould & Preisner*[58] where, for the same objective, the unions picketed a general contractor's building project and thereby caused member-employees of one of the subcontractors to leave their jobs, the Board found that the picketing was forbidden by section 8 (b) (4) (A).[59]

Acts Found Not To Constitute Violations

The Board, in the past fiscal year, dismissed several complaints, in whole or in part, on the ground that the acts therein alleged to be unlawful did not come within the language or intendment of section 8 (b) (4) (A) or the other subdivisions of that section.

In several cases, the Board's decision to dismiss the complaint, or any of its allegations, turned on the critical words used in the omnibus provision of section 8 (b) (4) to achieve the congressional objective of outlawing certain types of secondary conduct. Thus, the specific proscription is against efforts to induce or encourage "the employees of any employer." The Board consequently noted that direct attempts by labor organizations to induce or encourage employers, rather than their employees, did not come within the prohibitory ambit of the section.[60] The words "employer" and "employees," the Board held, must also be given their uniform statutory meaning, plainly spelled out in the over-all definitions contained in section 2 (2) and (3) of the act. As those definitions expressly exclude "any person subject to the Railway Labor Act" and "any individual employed by an employer subject to the Railway Labor Act," the Board held that efforts to induce or encourage the employees of a railroad to cease handling the products of a struck employer were not prohibited by

[55] In *Matter of Roane-Anderson Company* (82 N. L R. B., No. 79), the Board found a strike under similar circumstances violative of section 8 (b) (4) (A).

[56] 82 N. L. R. B., No 132.

[57] Members Houston and Murdock dissented on jurisdictional grounds only.

[58] 82 N. L. R. B., No 137.

[59] The Board also held in the *Gould & Preisner* case that a United States District Court's determination in ancillary proceedings for a temporary injunction under section 10 (1)—that the unfair labor practices alleged did not affect commerce within the meaning of the act—was not res judicata in the final proceeding on the complaint before the Board. See also *Matter of the Grauman Company* (82 N L R B , No. 5).

[60] See, e. g. *Matter of Sealright Pacific, supra; Matter of Samuel Langer, supra.*

section 8 (b) (4) (A). *Matter of The International Rice Milling Co., Inc. et al.*[61]

The Board has also held that the prohibitions of section 8 (b) (4) (A) do not apply to one-man strikes.[62] As the Board explained in *Matter of Gould & Preisner, supra:*

* * * Consistent with common usage of the word "strike," implying *collective* or *group* action by a number of employees, the Board has always defined a strike as a *combined* effort on the part of a body of workmen employed by the same employer to enforce a demand by withdrawal of their services. It is readily apparent from the language of the entire act that Congress did not intend to redefine the word, and that a proscribed strike must involve more than a single employee. Thus, section 8 (b) (4) (A) speaks of a "concerted" refusal by "employees" in the course of "their" employment [italics added]. Further, the word "strike" is defined in section 501 of the act as any "concerted stoppage of work by employees * * * and a concerted slow-down or other concerted interruption of operations by employees." We perceive nothing elsewhere in the act warranting a departure from this unambiguous language.

And finally, the Board has read the language and the intent of section 8 (b) (4) (A) to mean that Congress did not seek to interfere with a labor organization's right to take primary economic action, otherwise permissible, against an employer with whom it is engaged in a lawful labor dispute, even though that action may have the incidental effect of causing other employers to cease doing business with the struck employer.[63] In *Matter of The Pure Oil Company,*[64] an oil workers' union, in support of its strike against the Standard Oil Company over the terms of a new agreement, picketed Standard Oil's own refinery and dock. As a consequence, employees of Pure Oil refused to cross the picket line to enter upon the dock in order to load Pure Oil's products on a tanker for shipment elsewhere. Before the strike, this work had been performed regularly by Standard Oil's employees under an arrangement between Standard Oil and Pure Oil. In addition, the crew of a tanker (members of the National Maritime Union) refused to receive Pure Oil cargo unless loaded by Standard Oil foremen, who were not involved in the dispute. The Maritime Union, however, advised the oil workers' union that it would return for Pure Oil cargo if it were not notified in writing that the cargo was "hot." Accordingly, the union sent two "hot cargo" letters to the NMU. They stated, in substance, that the Standard Oil dock was "hot"; that Pure Oil cargo, although not "hot" at the Pure Oil refinery, was

[61] 84 N L R B , No 47

[62] Cf The Monroe incident in *Matter of Wadsworth Company, Inc* (81 N. L. R. B , No 127), where the Board found that calling one employee off the job as part of the total activities which were directed against other employees on the same project, was violative of section 8 (b) (4) (A).

[63] Section 13 provides "Nothing in this act, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right."

[64] 84 N. L. R. B., No. 38.

"hot" when it reached the Standard Oil dock, but that Standard Oil foremen were permitted to load Pure Oil products. Thereafter, the maritime workers refused to transport Pure Oil cargo from the dock. A majority of the Board (Member Gray dissenting in part) held that the picketing and the "hot cargo" letters in these circumstances constituted "primary action," which was not prohibited by section 8 (b) (4) (A), notwithstanding the fact that they had the incidental effect of interfering with the business relationship between Pure Oil and Standard Oil and between the shipping company and Pure Oil. In finding that the picketing was permissible primary action, the Board relied on the fact that it was confined to the immediate vicinity of the struck employer's premises.[65] Member Gray concurred in this finding.

The Board stated:

> In the absence of any affirmative legislative history indicating that section 8 (b) (4) (A) was intended to curb traditional *primary* action by labor organizations, and because the only available legislative history indicates the contrary, we conclude that the section does not outlaw any of the primary means which unions traditionally use to press their demands on employers. In this case the union was making certain lawful demands on Standard Oil. It was pressing these demands, in part by picketing the Standard Oil dock. As that picketing was confined to the immediate vicinity of Standard Oil premises we find it constituted permissive primary action.

With respect to the "hot cargo" letters, a majority of the Board observed:

> * * * Like the picketing of the dock * * * the union's letters must be viewed as an integral part of its lawful right to take primary action in support of its demands on Standard Oil, and to publicize this action. The appeals contained in the letters, no less than the appeals inherent in the picketing of the dock and in the signs which were posted adjacent to the picket line, thus amounted to nothing more than a request to respect a primary picket line at the employer's premises. This is traditional primary strike action.

Member Gray, on the other hand, regarded the letters as more than an entreaty to NMU members not to disregard the union's picket line for the handling of Pure Oil products at Standard Oil's docks. He declared that the branding of Pure Oil products as "hot" had the effect of extending the striking union's activity "to a front outside

[65] In *Matter of Ryan Construction Corporation*, 85 N. L. R B., No. 76; decided shortly after the close of the past fiscal year, a majority of the Board, (Member Gray dissenting in part) reaffirmed the "situs of dispute" test. The majority found that peaceful picketing was protected as "primary" action where it was conducted partly at a gate on the struck employer's premises which was used exclusively by employees and suppliers of a general building contractor who was erecting an addition to the plant, but which gate could also have been used by the struck employer's own employees Member Gray dissented from the majority's decision in this respect on the ground that the picketing at the gate in question was not primary picketing but secondary picketing, as it was directed against the general contractor with whom the union admittedly had no dispute.

the area of the immediate dispute," thereby bringing it within the proscription of section 8 (b) (4) (A). He added:

* * * In trade union parlance, when a union brands cargo as "hot," it regards such cargo as "hot" from thenceforth, and other unions so understand the brand. Anything declared "hot" remains "hot" as long as the conditions which gave rise to the original designation remain or until the designating union removes the designation. I therefore view the "hot cargo" letters as a request to the NMU crew not to handle or transport the proscribed Pure Oil products at or from Standard's dock and *at all other points after leaving the dock.*

Having found both the picketing and the "hot cargo" letters to have constituted a permissible part of the lawful primary strike action, the Board majority commented as follows on the effect of such strike concomitants:

* * * The fact that the union's primary pressure on Standard Oil may have also had a secondary effect, namely inducing and encouraging employees of other employers to cease doing business on Standard Oil premises, * * * convert lawful primary action into unlawful secondary action within the meaning of section 8 (b) (4) (A). To hold otherwise might well outlaw virtually every effective strike, for a consequence of all strikes is some interference with business relationships between the struck employer and others.

The Board has also held that the prohibitions of section 8 (b) (4) (A), unlike those in section 8 (b) (1), do not extend to forcible attempts to prevent employees of another employer from crossing a picket line established at the premises of the primary employer with which the union has its immediate dispute. "Violence on the picket line," the Board stated, "is not to be condoned, but violence does not convert *primary* picketing into *secondary* action within the meaning of section 8 (b) (4) (A) or (B)." *Matter of International Rice Milling Co. Inc., supra.*[66]

B. Recognition Strikes in Violation of Subsection (C)

Subsection (C) prohibits a labor organization or its agents, from engaging in, or inducing or encouraging employees to engage in, a strike or a withholding of services, where an object of such action is "forcing or requiring" any employer to recognize or bargain with one labor organization if another has been duly certified as the statutory bargaining representative. *Matter of Oppenheim Collins & Co., Inc.,*[67] was the only case involving this provision which came to the Board for decision during the past fiscal year. The Board held that it was an unfair labor practice for a union, in disregard of an outstanding certification of another labor organization, to call a strike, picket the employer, or otherwise induce or encourage employees to engage in a strike or to withhold services, in order to compel the employer to

[66] This was the only case coming before the Board during the past fiscal year which alleged a violation of subsection (B) of section 8 (b) (4) It also alleged a violation of subsection (A). See *supra*, p. 88

[67] 83 N. L. R. B., No. 47.

bargain with it. In so holding, the Board rejected a defense attacking the validity of the certification, and reaffirmed the rulings made in the representation case in which the certification had been issued.

C. Jurisdictional Disputes Under Subsection (D)

Subsection (D) of section 8 (b) (4) prohibits the same conduct as the other subsections of section 8 (b) (4) where, however, an object is:

forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class, rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work.

Section 10 (k) provides:

Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (D) of section 8 (b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen unless, within 10 days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon methods for the voluntary adjustment of, the dispute. Upon compliance by the parties to the dispute with the decision of the Board or upon such voluntary adjustment of the dispute, such charge shall be dismissed.

Section 10 (k), as its language indicates, prescribes a preliminary procedure for the resolution of so-called jurisdictional disputes which are complained of under section 8 (b) (4) (D). A proceeding under section 10 (k) is nonadversary in character.[68] Designed to facilitate the settlement of jurisdictional disputes, it merely results in a "determination" of the dispute, and not in an order enjoining unfair labor practices or directing any affirmative action. Only if and when the parties thereafter fail to comply with the Board's determination of the dispute, may a complaint issue upon the charge under section 8 (b) (4) (D); the case may thereupon be processed to completion like any other unfair labor practice proceeding. In that event, the record and the Board's determination in the section 10 (k) proceeding become part of the record in the unfair labor practice proceeding.[69] As previously indicated, the Board's experience in jurisdictional dispute cases during the past fiscal year was limited to section 10 (k) proceedings.

[68] In *Matter of Irwin-Lyons Lumber Company* (83 N. L R. B., No. 43, decision and order denying motion for rehearing), the Board held that section 8 of the Administrative Procedure Act did not apply to a proceeding under section 10 (k), because a hearing was nonadversary in character and the decision rendered therein was merely "a preliminary administrative determination made for the purpose of attempting to resolve a dispute within the meaning of that section."

[69] For a statement of practice and procedure in jurisdictional dispute cases, see Board Rules and Regulations, series 5, and Statements of Procedure, as amended August 18, 1948, sections 203.74 to 203.78, inclusive, and 202 29 to 202.34, inclusive.

Matter of Moore Drydock Company [70] was the first proceeding under section 10 (k) to come before the Board. The company had in its employ machinists who were members of the United Steelworkers. This organization had enjoyed for a number of years a union-security contract with the company. The International Association of Machinists (herein called the I. A. M.), however, demanded that the company assign the machinist work to its members, basing its claim on a contract containing almost identical provisions. The company declined on the ground that the I. A. M.'s agreement was not intended to apply to the machinists in question. Thereupon the I. A. M. established a picket line at a pier where the company had undertaken to repair a vessel. As a consequence, the members of other crafts refused to work on the vessel. The company filed an unfair labor practice charge under section 8 (b) (4) (D). Pursuant to section 10 (k), a hearing was held to determine the underlying dispute.

The principal question raised was whether section 10 (k) was applicable to this kind of controversy. A majority of the Board (Members Houston and Murdock dissenting, in separate opinions) held that this controversy constituted a "dispute" within the meaning of section 10 (k) and that the Board was *required* to determine the dispute in question. They stated:

* * * the charge in this case alleges that the respondent I. A. M., by picketing the employer on January 28, 1948, in connection with the machinists' work on the S. S *Earl V. Bloomquist*, was, in effect, seeking to require the employer to assign particular work to employees in (or members of) that "particular labor organization" rather than to employees in (or members of) Local 1304, "another labor organization." Under the statute, therefore, we find ourselves required to proceed to "determine the dispute" pursuant to section 10 (k) of the amended act.

Both Members Houston and Murdock disagreed with the majority that the controversy out of which the alleged unfair labor practices arose constituted a "dispute" which the Board must or can determine under section 10 (k). In his separate dissent, Member Murdock expressed the view that the facts were not "cognizable under section 10 (k) because the alleged violation of the act is not a violation of section 8 (b) (4) (D), whatever else it may be." It was his opinion that the kind of jurisdictional dispute that is the subject matter of section 8 (b) (4) (D) is "a controversy over the proper allocation of particular work tasks as between different 'classes' of workers * * * a boundary dispute between two unions, usually coaffiliates, each representing or claiming to represent a theoretically different 'trade, craft, or class' * * *." This, he concluded, was not the situation in this case. Indeed, he believed that the controversy "stemmed from a representation dispute, one which the Board could have settled conclusively under section 9 of the act if the processes of

[70] 81 N. L. R. B., No. 169.

that section had been properly invoked and a genuine question of representation existed."

Member Houston, on the other hand, although agreeing with the majority that the charge alleged conduct which, if proved, might be violative of section 8 (b) (4) (D), believed that the Board, nevertheless was not required to utilize the section 10 (k) procedures to "hear and determine" the dispute. It was his view that section 10 (k) hearings should be held only in disputes "which result from controversies between two labor organizations competing for the same work when the purpose of the striking or boycotting union is to obtain that work, although it is not so entitled by virtue of a Board order or certification, and when the employer occupies a neutral position and is indifferent as to which of the labor organizations involved in the controversy performs the work." Because he did not think that the company occupied such a neutral position with respect to the dispute, Member Houston would have dismissed the section 10 (k) proceeding.

Concerning the merits of the dispute, the Board majority found, on review of relevant collective bargaining history, that the contract on which the I. A. M. based its right to preferential hiring did not apply to the machinists involved in the dispute. Moreover, it found that even if the contract were applicable, the union-security provisions of the I. A. M. contract were invalid and unenforceable, because the I. A. M. was not the majority representative of the company's machinists at the time the contract was executed, and therefore was not entitled at those times "to force or require * * * [the company] to assign machinists work to their members rather than to members of any labor organization." As for the United Steelworkers, the Board held that, although it had a valid claim to preferential hiring under its contract during the contract term, it was not entitled thereafter to force or require the company to assign the disputed work to its own members, because it did not appear that the Steelworkers had been authorized to make a union-security agreement in accordance with the terms of the act.

The majority opinion observed—

> It is apparent that any affirmative determination by the Board awarding the work to Local 1304 [United Steelworkers] would in the absence of compliance with the provisions of section 9 (e) by that union, be tantamount to awarding it a closed shop or even the lesser forms of security provisions contrary to the prohibitions and limitations contained in the act.

In *Matter of Juneau Spruce Corporation*,[71] another type of controversy was presented. There a company had assigned barge-loading functions to its sawmill employees who were members of the

[71] 82 N. L. R. B., No. 71.

Woodworkers Union, with which the company had a contract. The International Longshoremen's Union, however, demanded that the company hire its members as barge-loaders. Upon the company's refusal to do so, the I. L. W. U. took economic measures against the company. Charges were thereupon filed by the company against the I. L. W. U., alleging a violation of section 8 (b) (4) (D). A majority of the Board (Members Murdock and Houston dissenting) concluded in the section 10 (k) proceeding that the I. L. W. U. was not entitled to require the company to assign the disputed work to its members, rather than to the company's own employees who were members of the Woodworkers. In so ruling, the majority found that the "I. L. W. U. neither represented any of the company's employees nor had any certification, or contractual or other lawful basis upon which to predicate a right to the assignment of these particular work tasks."

The I. L. W. U. also contended that its members had a "right" to load the barges because that work was "traditionally" longshoremen's work. The majority, however, rejected this contention, stating that in the circumstances of this case—

* * * we find it unnecessary to consider the so-called tradition or custom alleged with respect to such work tasks. It is apparent from the record that the company has assigned the work to its *own* employees. As we read sections 8 (b) (4) (D) and 10 (k), these sections do not deprive an employer of the right to assign work to his own employees; nor were they intended to interfere with an employer's freedom to hire, subject only to the requirement against discrimination as contained in section 8 (a) (3). In the instant case, where a union, with no bargaining or any representative status, made demands on the company for the assignment of work to its members to the exclusion of the company's own employees, the question of tradition or custom in the industry is irrelevant.

Member Murdock in his dissent (concurred in by Member Houston) conceded that a jurisdictional "dispute" within the purview of section 8 (b) (4) (D) did exist. However, in substantial accord with the position adopted by Member Houston in the *Moore Drydock* case,[72] he said that the company was not a "neutral victim" in an interunion conflict because it had "already made its own decision of the jurisdictional dispute." Thus he concluded that the majority's determination was futile and unnecessary. For that reason, he would have quashed the notice of hearing under section 10 (k), and left the General Counsel free to process, in his discretion, the pending section 8 (b) (4) (D) charge. Member Murdock also disagreed with the Board's refusal to consider tradition and custom in the industry as a relevant factor in determining a dispute under section 10 (k). He stated:

Although the act contains no standards to guide the Board in making such determinations, the Congress must have known that custom in the trade and in

[72] 81 N. L. R. B., No. 169.

the area, the constitutions and peace treaties of the contending labor organizations themselves, the technological evolution of the disputed tasks, and like criteria, are those customarily employed by trade unions and interunion arbitrators in adjusting jurisdictional differences. I am at loss to conceive of any other criteria that can be applied in arbitrating a jurisdictional dispute. For this reason, if I were to undertake to make a determination of the dispute in this case, I should not concur in the majority's refusal to consider the evidence of tradition and custom with respect to bargeloading work in the Juneau area.

In *Matter of Irwin-Lyons Lumber Company*,[73] the company, which was engaged in logging and sawmill operations, purchased a converted landing ship. It hired a crew to man the vessel. Shortly thereafter, the entire crew signed up with the Sailors Union and the latter entered into a bargaining contract with the company. When the ship arrived at San Francisco on its first trip, the Cooks Union and the Firemen's Union demanded that the company employ members of their organizations in the stewards' and engine room departments of the ship, over which they respectively asserted "jurisdiction." Upon the company's refusal, picketing was instituted by these unions. The company filed charges under section 8 (b) (4) (D) and the usual proceedings under section 10 (k) followed.

The cooks and the firemen predicated their claim to the work in dispute principally on an alleged tradition and history in the maritime industry; an alleged demarcation of skills and varying governmental requirements in the different departments of the vessel; and an alleged "distribution of jurisdiction" among them and the Sailors Union pursuant to a settlement before the Maritime Commission. The Board (Members Houston and Murdock concurring specially), following its decision in *Juneau Spruce, supra*, held however that, as these unions lacked "bargaining or representative status," the question of tradition or history in the industry or the alleged differentiation in skills or varying Government requirements in the several departments of the vessel cannot be "governing" factors in a proceeding under section 10 (k).[74] With respect to the alleged "jurisdictional settlement," the Board found that the evidence failed to establish that it had in fact been made.[75] Accordingly, the Board concluded that the cooks and the firemen were not lawfully entitled to force or require the company to assign to their members the work in dispute, rather

[73] 82 N L. R. B., No. 107.

[74] Both Members Houston and Murdock deemed themselves bound by the majority's holdings in the *Moore Drydock* and *Juneau Spruce* cases, *supra*, although they thought that evidence of tradition, custom, and possible interunion agreements or settlements was material to a determination of a jurisdictional dispute In his special concurrence, Member Murdock also noted that the exclusion of this evidence (because as he construed the majority's position), the Sailors Union represented the company's employees, indicated to him an approach which "confuses representation issues with jurisdictional issues, and ignores the type of evidence that should be treated as primarily relevant to the solution of a jurisdictional dispute."

[75] The Board therefore found it unnecessary to consider the legal question whether a "jurisdictional agreement or settlement" would be a governing factor in circumstances such as those appearing in this case.

than to the company's employees who were members of the Sailors Union.

And finally, in *Matter of Los Angeles Building and Construction Trades Council, A. F. L., et al.*,[76] the Board similarly ruled that a building trades council and its affiliate, the Millwrights, were not lawfully entitled to force or require a company to assign to members of the Millwrights the work of installing a generator at a power plant which was under construction, where the company had assigned the work to employees who were members of the Machinists, an independent labor organization. The Board observed, as it had done in earlier cases:

> * * * In reaching this conclusion we are aware that the employer in most cases will have resolved, by his own employment policy, the question as to which organization shall be awarded the work. Under the statute as now drawn, however, we see no way in which we can, by Board reliance upon such factors as tradition and custom in the industry, overrule his determination in a situation of this particular character.

However, the Board emphasized that its ruling should not be interpreted as "assigning" the work in question to the Machinists. "Because an affirmative award to either labor organization would be tantamount to allowing that organization to require * * * [the company] to employ only its members and therefore to violate section 8 (a) (3) of the act, we believe we can make no such award."

5. Union Responsibility for Unfair Labor Practices

In determining whether or not a labor organization may be held responsible under the act for alleged unfair labor practices, the Board has, in accordance with the clear statutory mandate, applied the common-law rules of agency.[77] In the *Sunset Line and Twine* case,[78] the first case under section 8 (b) in which the Board had before it the question of union responsibility, the Board said:

> The act as amended envisages that the Board shall now hold labor organizations responsible for conduct of their agents which is proscribed by section 8 (b) of the statute, just as it has always held employers responsible for the acts of their agents which were violative of section 8 (a). For this purpose we are to treat labor organizations as legal entities, like corporations, which act, and can only act, through their duly appointed agents, as distinguished from their individual members. Hence our task of determining the responsibility of unions in cases arising under section 8 (b) of the act is not essentially new, for the Board has been de-

[76] 83 N. L R. B., No. 76.

[77] The conference report, in discussing section 2 (13) (which is quoted in footnote 4 *infra*) says "* * * under the conference agreement, as under the House bill, both employers and labor organizations will be responsible for the acts of their agents in accordance with the ordinary common-law rules of agency * * * (80th Cong., 1st Sess., H R Rep. No. 510, June 3, 1947, p 36) See also 93 Cong Rec 6599 (June 5, 1947)."

[78] *Matter of Sunset Line and Twine Company, supra.*

ciding similar questions in cases involving corporate employers, ever since the statute was enacted in 1935.[79]

Because that case was one of first impression on the question of the answerability of a union for the acts of its agents, the Board there outlined the fundamental evidentiary and substantive rules of the law of agency which it believed to be controlling in that and similar cases. They were said to be: The burden of proof is on the party asserting an agency relationship, both as to the existence of the relationship and as to the nature and extent of the agent's authority; the principal's ratification of the acts of its agent may be manifested in some circumstances by passive acquiescence as well as generally by outright authorization;[80] and, so long as an agent is acting within the scope of his general authority, or the "scope of his employment" if the agent is a servant of the principal, the principal may be held responsible for the acts of his agent even though he has not specifically authorized, or indeed may have forbidden specifically, the act in question.

Applying these general standards to the facts in the *Sunset Line and Twine* case, *supra*, the Board held that the local union there involved was responsible for certain coercive acts directed against nonstriking employees because either its business agent or its vice president participated in those acts, directed them, or made no attempt, though physically present, to induce those whom they had otherwise been directing to refrain from such activity.[81] Although there was no direct evidence showing the actual scope of authority of the local's business agent and vice president, the Board concluded that because of their offices in the local union and their general authority to conduct the strike in its behalf, as demonstrated by their actions during the strike, the local union was responsible for the coercive acts attributable to them.

A majority of the Board (members Reynolds, Murdock and Gray) further held that the corespondent international union was also liable for the acts of coercion thus committed against nonstriking employees. In so holding, the majority relied upon the following factors: In answering the complaint, the international joined the local union in alleging affirmatively that it had conducted the strike and picketing against the company; a regional director of the international

[79] The footnotes to the language quoted have been omitted

[80] The act itself provides in section 2 (13)

"In determining whether any person is acting as an agent of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling."

[81] Cf. *Matter of Colonial Hardwood Flooring Company, Inc*, *supra*, in which both a local and an international union were relieved of responsibility for a work stoppage and coercive conduct arising therefrom, before their active participation in the work stoppage, because they specifically expressed their disapproval of any strike action at the earlier date The Board so ruled even though union benefits were paid to employees during the period that the work stoppage was unauthorized

union was present at a plant gate but took no restraining action when a crowd, which included regularly detailed pickets actively incited by an officer of the local, blocked the ingress of employees; the international's newspaper in an article describing the strike action stated that "solidarity continued strong on the picket line under the leadership of the local's business agent"; and the international's regional director gave general advice and guidance to the local. Chairman Herzog and member Houston dissented from the majority holding with respect to the international, because they were not persuaded that the evidence relied upon by the majority provided sufficient basis for establishing the international's responsibility for the coercive conduct which took place.[82]

In the *Perry Norvell* case [83] the Board, applying the tests outlined above, found that an international union was not liable for coercive acts accompanying a strike of employees who were neither directly nor indirectly affiliated with or members of the international union. In that case, although it was proved that an official of an international union, with its authorization, counseled and assisted an unaffiliated strike committee at the latter's behest, the record was barren of evidence that any representative of the international union incited, committed, participated in, or even observed or knew of any of the acts of restraint or coercion which were found to have been committed. The Board held, however, that the "strike committee," as well as those of its members who participated in coercive acts against nonstrikers, was guilty of violating section 8 (b) (1) (A).[84] The committee, which was composed of members elected by the striking employees, was a labor organization within the meaning of the act,[85] and was the governing force in directing and perpetuating the strike out of which the coercive conduct arose. The Board in that case relieved of responsibility those individual members of the committee who were not shown to have participated in coercive acts; nor did it find the committee responsible for the coercive acts of individual strikers which were not committed in the course of the picket-

[82] Cf *Matter of The Great Atlantic and Pacific Tea Company, supra*, in which, on other evidence, Chairman Herzog and Member Houston joined their colleagues in holding both an international and a local union liable as cosponsors of a strike designed to compel an employer to grant an illegal closed shop.

[83] *Matter of Perry Norvell Company, supra.*

[84] Chairman Herzog joined his colleagues in signing the Board's opinion and order, but stated that, for the reasons noted in his dissent as to the international union in the *Sunset Lime and Twine* case, he found it difficult to agree that the common law rules of agency had been sufficiently satisfied on the record to justify holding the strike committee responsible for the coercive acts found to have been committed

[85] Section 2 (5) of the amended act (which is identical with section 2 (5) of the Wagner Act) provides

"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." [Italics supplied]

ing or in the course of any related activity sponsored, supervised, or incited by the committee.[86]

In other proceedings arising under section 8 (b) of the act the Board has held, with respect to labor organization responsibility, that, where participation in a strike by an international and a local union was in the nature of a joint venture, both are responsible for all the acts which are attributable to either.[87]

6. Remedial Orders Against Labor Organizations

Section 10 (c) of the act authorizes the Board to issue orders requiring those persons found to have committed unfair labor practices, whether they be employers or labor organizations, "to cease and desist from such unfair labor practices; and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this act." During the past fiscal year, as the Board had before it for the first time proceedings against labor organizations, it also issued for the first time orders against labor organizations.

In those cases in which a labor organization was found to have violated one of the provisions of section 8 (b) to which there is a counterpart in section 8 (a), the general form and scope of the remedial order against the offending labor organization have been substantially the same as those contained in orders framed by the Board since 1935 in cases in which it has found employers guilty of similar unfair labor practices. Thus, where it has been found that a labor ozganization has coerced employees in the exercise of the rights guaranteed in section 7 in violation of section 8 (b) (1) (A), or where it has been found that a labor organization has refused to bargain with an employer in violation of section 8 (b) (3), the Board's remedial orders have been generally the same as if the proscribed acts had been committed by an employer in violation of section 8 (a) (1) or 8 (a) (5).[88] As section 8 (b) (2), although it has no exact counterpart in

[86] Cf *Matter of Smith Cabinet Manufacturing Company, Inc., supra,* in which the Board held that, where pickets were directed and incited in their unlawful conduct by union agents, it was immaterial whether the pickets were regarded as mere instrumentalities utilized by the union officials or as agents of the union in a technical sense, as responsibility for their acts attached to the union in either event However, in no case has the Board held an individual responsible for coercive acts unless that individual was specifically named in the charge and complaint and was proved to be acting at the time as an agent of a union. E. g *Matter of Seamprufe Hosiery, Incorporated, supra.*

[87] See *Matter of Smith Cabinet Manufacturing Company, supra, Matter of Cory Corporation, supra.*

[88] As has been the Board's practice in remedying employer unfair labor practices, the scope of its orders has been coextensive with the violation Thus, in *Matter of Seamprufe, Incorporated, supra,* a narrow remedial order was framed to remedy a narrow violation of section 8'(b) (1) (A) Where the violation has been more extensive, a broad cease and desist order has been employed See *Matter of Sunset Line and Twin Company, supra, Matter of Perry Norvell Company, supra, Matter of Smith Cabinet Manufacturing Company, Inc., supra; Matter of The North Electric Manufacturing Company, supra, Matter of Colonial Hardwood Flooring Company, Inc , supra; Matter of Cory Corporation, supra* In those decisions in which the Board has found a union refusal to bargain in violation of section 8 (b) (3), all of which have involved a union's insistence upon an unauthorized closed-shop or union-shop demand, the offending union has been directed to cease instructing and requiring its representatives to demand a contract provision which does not conform to the union security provisions and conditions authorized by section 8 (a) (3). See *Matter of National Maritime Union Company, supra, Matter of United Mine Workers of America, et al., supra, Matter of American Radio Association, et al., supra.*

section 8 (a), makes it an unfair labor practice for a labor organization to cause an employer to discriminate against employees in violation of section 8 (a) (3), the Board's remedial orders under this section have not been very different in scope from those which have been utilized for many years to remedy employer violations of section 8 (a) (3).[89]

However, in remedying those union unfair labor practices which are similar to employer unfair labor practices, the Board has had to resolve certain new problems concerning the scope of its authority under section 10 (c). Thus, in cases in which it was found that a union had refused to bargain, it was urged that no affirmative bargaining order could be issued against a particular offending labor organization because it had not complied with the filing requirements of section 9 (f), (g), and (h).[90] The Board rejected this contention, on the ground that the policy reasons which earlier prompted the Board to issue a conditional bargaining order in certain cases [91] in which an employer had refused to bargain with a noncomplying union were not present in the case of a union's refusal to bargain. In the *National Maritime Union of America* case [92] the Board directed the offending union to bargain with the employer *upon request* despite its noncompliance, because the Board concluded that the basic objective of section 9 (f), (g), and (h) was to deny the use of the Board's facilities to noncomplying unions who seek the benefits of the statute, and not to provide such unions with a means of avoiding the obligation to bargain which section 8 (b) (3) imposes upon them.

Further interpreting the scope of its authority to require remedial action under section 10 (c), the Board has held that it is not authorized by the statute to assess monetary damages against labor organizations to reimburse employers [93] or nonparticipating employees [94] for losses which may have resulted from union unfair labor practices. The Board concluded that the legislative history and the language of section 10 (c) clearly provide that a union may be required to make financial restitution only when it has been found responsible for discrimination suffered by an employee whose reinstatement the Board directs.[95]

In cases arising under section 8 (b) (4), which has no counterpart in section 8 (a), the Board has framed orders to meet the nature of the

[89] See *Matter of National Maritime Union of America, et al , supra; Matter of The Great Atlantic and Pacific Tea Company, supra, Matter of United Mine Workers of America, et al , supra; Matter of American Radio Association, et al , supra.*

[90] See *Matter of National Maritime Union of America, et al., supra; Matter of The Great Atlantic and Pacific Tea Company, supra.*

[91] See *Matter of Marshall & Bruce Company,* 75 N L. R. B. 90.

[92] *Matter of National Maritime Union of America et al.*

[93] *Ibid*

[94] *Matter of Colonial Hardwood Flooring Company, Inc., supra.*

[95] *Matter of H. Milton Newman,* 85 N. L. R. B , No 132

unfair labor practice found. If a labor organization or its agent has engaged in, or has induced or encouraged the employees of any employer to engage in, a strike or withholding of services in order to force or require any employer to discontinue using, handling, transporting, or dealing in the products of any other producer or manufacturer, or to cease doing business with any other person, the labor organization or its agent is ordered to cease and desist from such conduct for such an objective. And where the labor organization or its agent has engaged in the same conduct for the purpose of forcing or requiring any employer to recognize or bargain with it, when another union has been certified by the Board as the statutory bargaining representative, it is also ordered to cease and desist from this conduct for such an objective during the effective period of the certification.[96]

The Board has also required the labor organization to post appropriate notices in all cases in which it has found that the organization violated the act.

[96] See *Matter of Oppenheim Collins & Co., Inc.*, 83 N. L. R. B. No. 47, discussed at p. 98.

IV

Enforcement Litigation

Proceedings for the enforcement of Board orders during the fiscal year, 1948–49, brought before the Supreme Court and the courts of appeals a variety of questions concerning the construction and application of certain unfair labor practice provisions of the National Labor Relations Act, the propriety of the remedial orders issued and the procedures followed by the Board in its administration, as well as questions regarding the effect of the 1947 amendments to the act.

During the year, the courts of appeals reviewed 50 Board orders, while 3 cases involving unfair labor practice orders reached the Supreme Court. The results of the Board's enforcement litigation during the past year, and of its corresponding Supreme Court and courts of appeals litigation during its entire existence, are separately summarized in the following table:

Results of litigation for enforcement or review of Board orders July 1, 1948, to June 30, 1949, and July 5, 1935, to June 30, 1949

Results	July 1, 1948 to June 30, 1949		July 5, 1935, to June 30, 1949	
	Number	Percent	Number	Percent
Cases decided by United States courts of appeals	50	100 0	785	100.0
Board orders enforced in full	32	64 0	468	59.6
Board orders enforced with modification	4	8 0	197	25 1
Board orders set aside	10	20 0	105	13 4
Remanded to Board	4	8.0	15	1 9
Cases decided by U S. Supreme Court	3	100 0	62	100 0
Board orders enforced in full			45	72 6
Board orders enforced with modification	2	66.7	11	17 8
Board orders set aside			2	3.2
Remanded to Board			1	1.6
Remanded to courts of appeals	1	33.3	2	3.2
Board's request for remand or modification of enforced orders denied			1	1.6

In addition to enforcement proceedings, the Board in a number of cases had occasion to resort to the courts for the purpose of facilitating or safeguarding the exercise of its statutory functions. Litigation for these purposes involved applications for the enforcement of subpoenas, injunction proceedings instituted under section 106 to pre-

vent frustration of the enforcement of a Board order, suits instituted or participated in by the Board to forestall encroachments on its jurisdiction, and the defense of actions brought to enjoin proceedings before, or compel action by, the Board.

The more important principles established or reaffirmed in the various types of cases litigated by the Board during the past year are discussed below.

The Supreme Court

During the past year four cases involving issues of importance in the administration of the National Labor Relations Act were litigated by the Board in the Supreme Court. Two cases were concerned with the scope of certain unfair labor practice provisions. In the first of these, the Board took the position that the discriminatory denial of the use of a company town hall for organizational purposes unlawfully interfered with the exercise of rights guaranteed employees by the act. In the second case the Board held that the employer violated its collective bargaining obligations by granting a wage increase without consulting the statutory representative of the employees who were the beneficiaries of the increase. The third case dealt with the question of whether the record disclosed such bias on the part of the trial examiner as would vitiate the Board's order. In each of these cases the Court upheld the conclusions upon which the Board's order was predicated. In the fourth case, the Court sustained the Board's position that the certification of a collective bargaining representative by State authorities was invalid because the State's action encroached upon the domain reserved to the National Labor Relations Board.[1]

In *N. L. R. B.* v. *Stowe Spinning Co.*, 326 U. S. 226, the majority of the Court upheld the Board's finding that it was an unfair labor practice for an employer to deny a union the use of a hall in a company town, where there were no other suitable facilities available for organizational meetings, and other organizations had been granted the use of the hall for various purposes. The Court held that the situation before it was governed by the *Republic Aviation Corp.* and *LeTourneau Company* cases,[2] where certain rules prohibiting the

[1] In *International Union, U A W, A. F. of L.* v *Wisconsin Employment Relations Board*, 336 U. S 245, the Court affirmed the power of the State of Wisconsin to prohibit concerted efforts of employees to interfere with production in an interstate industry by intermittent and unannounced work stoppages. The Board, after the Supreme Court had rendered its decision, filed a brief amicus curiae in support of the union's petition for rehearing The Court denied the petition. (336 U. S. 970)

[2] See *Republic Aviation Corp.* v *N. L. R B* and *N L. R B.* v. *LeTourneau Company of Georgia*, 324 U. S 793, Tenth Annual Report (1945), pp. 58–59.

use of company property for organizational purposes had been condemned as an unlawful interference with the statutory rights of employees. The Court pointed out that the denial of the use of a company-owned hall is an effective means of hampering unionization in an isolated locality, such as a company town, which lacks the ample meeting facilities of a metropolitan center. The Court also held that the company town hall in the present case clearly was an integral part of the employer's business. Industry's experience, the Court observed, had shown that the employer must provide a place where employees may congregate in order to attract labor to an isolated plant.[3]

The question of whether the exclusion of the union from the hall had the effect of interfering with the organizational rights guaranteed employees by the act, the Court held, was a matter peculiarly within the Board's province. Furthermore, the Court sustained the Board's conclusion that, in view of the employer's manifest [4] and admitted discriminatory motives, the union's exclusion from the hall actually interfered with the employees' statutory rights and violated the act. Rejecting the contention that the accommodation of the union's request would have run counter to the employer's statutory obligation to refrain from assisting the union in its organizational efforts, the Court pointed out that the Board, in the proper exercise of its function to determine the scope of the respective prohibitions of the act, had concluded that the mere granting of a meeting place to a union under the prevailing conditions would not of itself constitute unlawful assistance. In approving the Board's conclusions in the case, the Court referred to its decision in the *Republic Aviation* case (*supra*) where the Board's power to evaluate the effect of employer nterference with legitimate union activities in the light of the relevant conditions in industry had been sustained.[5]

Insofar as the employer claimed that the fifth amendment of the Constitution protected its right to determine the use of its property, the Court held that the employer's property rights are not made absolute by the fifth amendment and may have to give way in order to safeguard the collective bargaining rights of employees who are so situated that those rights can be effectively exercised only on property controlled by the employer.

However, the Court held that the Board's injunctive order was too broad in that it prohibited the employer generally from refusing the use of its hall to employees or to any labor organization for self-

[3] The Court referred to the pertinent literature which bears out its observations.

[4] The Board's finding that the employer had discriminatorily discharged four employees on account of their union activities had been sustained by the lower court (165 F. 2d 609, 614) and certiorari respecting this part of the order was denied by the Supreme Court, 334 U. S. 831

[5] See Tenth Annual Report (1945), p. 59.

organizational purposes. In the Court's opinion, the order should have been confined to enjoining the employer's discriminatory denial of the hall to the union. The Court, therefore, directed the Board to reframe the order so as to prohibit the employer from treating the application of a union for the use of the hall differently from applications of others similarly situated.[6]

In *N. L. R. B.* v. *Crompton-Highland Mills, Inc.*, 69 S. Ct. 960,[7] the Court unanimously upheld the Board's determination that the employer violated the bargaining mandate of the act by unilaterally granting a general wage increase in excess of any offer made in the course of negotiations with the collective bargaining agent or the employees concerned. In this case, after the union rejected the employer's only counterproposal to its demands, the employer made no further effort to come to terms. Twelve days later the employer granted a wage increase substantially larger than that previously offered to the union, without affording the union an opportunity to negotiate with respect to it. In the Board's opinion, this conduct of the employer was manifestly inconsistent with the principle of collective bargaining and clearly indicated that he did not negotiate in good faith. The Court observed that the occasion of the increase in pay was "so appropriate for collective bargaining" that failure to consult the union could not easily be reconciled with the purposes of the act. The Court distinguished this case from cases where a bona fide impasse is reached and the collective bargaining agent declines to negotiate concerning further offers. The Court also distinguished it from cases in which the Board has sanctioned the employer's unilateral grant of wage increases previously offered to, but rejected by, the bargaining representative. Under those circumstances, the Court noted, an employer's unilateral action might not undermine the agent's authority or prejudice future negotiations. Regarding the employer's bad faith in the present case, the Court pointed out that the Board's findings were supported by substantial evidence and, consequently, were binding. The Court thus rejected the independent

[6] Justice Jackson, in dissenting from the majority of the Court, expressed the view that there could have been no discrimination, since no rival union had been granted the use of the hall which was denied to the complaining union. However, Justice Jackson concluded that the employer's unfair labor practice, which should be enjoined, consisted in revoking the permission originally granted to the complaining union by the organization to which the employer had given control over the hall. Justice Jackson observed that it would have been a violation of section 8 (2) of the Wagner Act for the employer to oust that organization from the hall for the benefit of the complaining union.

The opinion of Justice Reed, who was joined by the Chief Justice, that the denial of the hall to the complaining union did not constitute an unfair labor practice, was predicated upon the view that the employees situation in the company town was not comparable to the isolation of employees who live on the employer's property in a lumber or mining camp, and upon the further view that the company town hall in the present case was not part of the employer's premises or of his employment facilities.

[7] Reversing 167 F. 2d 662 (C. A. 5); Thirteenth Annual Report (1948), pp. 70–71.

findings upon which the court below had concluded that the employer's unilateral action was proper.[8]

The majority of the Court, however, held that inasmuch as the employer's failure to bargain consisted solely in granting a wage increase without consultation with the collective bargaining agent, the Board's order was justified only to the extent that it directed the employer to cease and desist from similar action. The Court considered it unecessary to restrain the employer from otherwise interfering with the bargaining efforts of the union, or to direct the employer in general terms to bargain collectively with the union. The Court also eliminated the notice-posting provisions of the order.

In *N. L. R. B.* v. *Pittsburgh Steamship Company*, 69 S. Ct. 1283, the sole issue before the Court was the propriety of the lower court's conclusion that the Board's order could not stand in view of the trial examiner's apparent bias, evidenced by his unvarying repudiation of the employer's witnesses and acceptance of the testimony of the witnesses produced by the union.[9] Reversing the court of appeals, the Supreme Court observed that the record in the case refuted the view that the trial examiner either believed all union testimony or that he resolved all conflicts in the testimony by crediting the union's witnesses. Moreover, the Court held that the total rejection of the views of one of the litigants does not automatically impeach the objectivity and integrity of the trier of facts. Quoting the Court of Appeals for the Fifth Circuit,[10] the Court observed that bias would be implied in such a rejection only if some of the credited testimony were inherently unbelievable or if rejected evidence upon its face were irrefutably true.

In view of the enactment of the Administrative Procedure Act[11] and the amended National Labor Relations Act, which intervened between the date of the Board's order and the decision below, the Court remanded the case to the court of appeals for determination of the applicability and effect of those enactments.[12] However, the majority of the Court expressed the view that, applying the standards of the Wagner Act, the Board's order was supported by substantial evidence.[13]

---

[8] See Thirteenth Annual Report (1948), p. 71.

[9] *Pittsburgh Steamship Co.* v. *N. L. R. B.*, 167 F. 2d 126 (C. A. 6); Thirteenth Annual Report (1948), p. 70.

[10] *N. L. R. B.* v. *Robbins Tire & Rubber Co.*, 161 F. 2d 798, 800.

[11] 60 Stat. 237, 5 U. S. C., Sec. 1001, et seq.

[12] Note the cases holding that the amendment of the Wagner Act did not substantially change the scope of judicial review of Board Orders (*infra*, p. 129; Thirteenth Annual Report (1948), p 80), and that the Administrative Procedure Act is merely declaratory of the existing law of judicial review (Thirteenth Annual Report, p. 69). Indeed, the Supreme Court in the *Crompton-Highland* case *supra*, quoted the language of Section 10 (e) of the amended act in a context that indicated it regarded the substantial evidence rule adopted in the Wagner Act as retained unchanged by the amended act.

[13] In view of the remand of the case to the court of appeals, Justice Jackson reserved his opinion concerning the sufficiency of the evidence in the case under the Wagner Act.

In *LaCrosse Telephone Corporation* v. *Wisconsin Employment Relations Board,* 336 U. S. 18, the Court reaffirmed the principle that the jurisdiction of the National Labor Relations Board as to matters covered by the act is exclusive in the case of industries whose operations affect commerce and over which it has generally asserted control, and that a State has no concurrent jurisdiction in such cases over individual members of the industry in cases in which the National Board has not acted.[14] Accordingly, the Court held that the Wisconsin Employment Relations Board lacked power to certify bargaining representatives for employees of an interstate telephone company since the National Board had consistently exercised jurisdiction over the telephone industry. Adhering to the rule of the *Bethlehem* case, the Court again pointed to the disruptive uncertainties to which dual authority over the establishment of bargaining relations would inevitably give rise. The Court cautioned that the concurrent exercise of jurisdiction in this matter by both Federal and State authorities would imperil the stability of industrial relations, not only through conflicts in the formal orders issued under divergent statutory policies, but also by the informal application of inconsistent administrative policies in cases in which no orders are issued.

II

The Courts of Appeals

1. Principles Regarding Unfair Labor Practice Provisions

A. Classes of Persons Whom the Board May Properly Find to Have Committed Unfair Labor Practices as Employers

In *N. L. R. B.* v. *Fred P. Weissman, et al.,* (Nos. 10535 and 10536) 170 F. 2d 952 (C. A. 6), certiorari denied, 336 U. S. 972, the court approved an order directed by the Board not only to the individual who operated the business as a sole proprietorship at the time of the unfair labor practices but also to the corporation which he subsequently formed and to which he transferred the business. The court observed that the corporation was the company's successor, that it continued the company's operations with the same employees and customers, and that there was no change in the employer-employee relationship.

[14] See *Bethlehem Steel Co* v. *N. Y. S. L. R. B*, and *The Allegheny Ludlum Steel Corp* v. *Kelley,* 330 U. S. 767; Twelfth Annual Report (1947), p. 43.

B. The Closed-Shop Proviso of the Wagner Act is Not an Absolute Defense Against Discrimination Charges

Two cases resulted in the reaffirmance of the Board's *"Rutland Court"* rule developed under the Wagner Act.[15] Under the rule, employees subject to a valid closed-shop contract are protected in seeking a change of representatives during a period of time toward the end of the contract term. The prohibition of section 8 (3) of the Wagner Act against discrimination on account of legitimate union activities is violated where the contracting employer accedes to the demands of the contracting union that employees, to whom it denied membership because of their rival union activities during this period, be discharged. *N. L. R. B.* v. *Geraldine Novelty Co., Inc.*, 173 F. 2d 14 (C. A. 2); *Colgate-Palmolive-Peet Co.* v. *N. L. R. B.*, 171 F. 2d 956 (C. A. 9).

Affirming its approval of the rule in the *American White Cross Laboratories* and *Colonie Fibre Co.* cases,[16] the Court of Appeals for the Second Circuit pointed out in the *Geraldine Novelty* case that the *Rutland Court* doctrine is the necessary counterpart of the Board's rule that the status of a bargaining representative should not ordinarily be disturbed during a reasonable period, i. e., about a year. The court recognized that the *Rutland Court* rule, by protecting the employees' right to change representatives, prevents the Board's stability policy from enabling a contractually recognized union to perpetuate itself as bargaining agent by periodic or automatic renewals of its contract.

The court also upheld the Board's conclusion in this case that the rights of the employees to engage in rival union activities within a certain time preceding the expiration of the contract to which they were subject could not be defeated by extending the existing contract in advance of its expiration date. The application in a complaint case of the rule against "premature extensions," established by the Board in the administration of the representation provisions of the act,[17] was logical in the court's view. This rule, the court observed, embodies the Board's conclusion that, if premature contractual extension of a union's bargaining status is permitted to bar the redetermination of the bargaining representative, neither rival union nor employees who desire a change of representatives can be certain of the time when appropriate action may be taken. The court concluded that, since the purpose of the rule is to protect the right of employees to initiate timely action to bring about a change of representatives, it

[15] See Twelfth Annual Report (1947), pp. 49–51.

[16] *N. L. R. B.* v. *American White Cross Laboratories*, 160 F. 2d 75 (C. A. 7); *Colonie Fibre Co.* v. *N. L. R. B.* 163 F. 2d 65 (C. A. 2), Twelfth Annual Report (1947), pp. 50–51.

[17] Twelfth Annual Report (1947), pp. 12–13.

was immaterial whether the premature extension of the unexpired contract in the case was made in good faith or was expressly intended to defeat such a change.

In the *Colgate-Palmolive* case, the Court of Appeals for the Ninth Circuit likewise reaffirmed its previous approval of the Board's *Rutland Court* rule in the *Portland Lumber Mills* case (*Local No. 2880, Lumber and Sawmill Workers Union, etc.* v. *N. L. R. B.*, 158 F. 2d 365).[18] The *Colgate-Palmolive* case is now pending before the Supreme Court which, on June 1, 1949, granted the Company's petition for certiorari limited to the construction of section 8 (3) of the original act (69 S. Ct. 1155).[19]

C. Scope of an Employer's Duty to Bargain

Retirement and pension plans.—The Board's conclusion that retirement and pension plans are subject matters concerning which the employer must bargain with the statutory representative of its employees was upheld by the Court of Appeals for the Seventh Circuit in *Inland Steel Company* v. *N. L. R. B.*, 170 F. 2d 247.[20] The court held that all retirement and pension plans, regardless of structure, are within the identical bargaining mandates of the original and amended acts which require the employer to bargain collectively with the representative of his employees,[21] i. e., the exclusive representative designated to bargain for them, "in respect to rates of pay, wages, hours of employment, or other conditions of employment." [22] The court agreed with the Board's view that while these provisions do not specifically refer to the matter of retirement and pensions, benefits accruing to employees from such plans are clearly within the statutory concepts of "wages" and "conditions of employment" when viewed in the light of the purposes of the act.

The court rejected the company's arguments that the Congress of 1935 that enacted the Wagner Act could not have had retirement and pension plans in mind as being subject to the bargaining process, and that the use of identical language in the 1947 act indicates that no broadening of the bargaining process was contemplated. The court

[18] Twelfth Annual Report (1947), p. 50.

[19] The union's petiton for certiorari respecting other issues in the case was denied (69 S. Ct. 1155) See also, *N. L. R. B.* v. *Eaton Mfg. Co.*, June 16, 1949, where the Court of Appeals for the Sixth Circuit rejected the Board's application of the *Rutland Court* rule in the particular circumstances of that case. See *infra*, p. 130.

[20] The employer's petition for a writ of certiorari was denied by the Supreme Court, 336 U S 960 However, certiorari was granted at the instance of the complaining union on another point (335 U. S. 910). See *infra*, p. 126.

[21] Section 8 (5) and 8 (a) (5) of the original and amended acts, respectively.

[22] Section 9 (a) of the original and amended act. For a judicial interpretation of the proviso to section 9 (a) of the amended act see the decision of Judge L. Hand in connection with a contempt proceeding involving an injunction under section 10 (1) of the act in *Douds* v. *Local 1250, Retail Wholesale Department Store Union*, *infra*, p. 147.

pointed out that Congress had in both acts used general rather than specific language in order to meet the increasing problems arising from the employer-employee relationship. Moreover, the court concluded, retirement and pension plans were in general use in 1947, and it cannot be presumed that Congress intended the reenacted section 9 (a) to remain static.

The court held that retirement and pension plans may be regarded as "wages" under the act, inasmuch as the monetary benefits to the employee at a certain age, pledged by the employer under such plans, constitute a part of the consideration for work performed which, in case of nonpayment, the employee can recover in a suit. The court added that, while the broad interpretations given to the term "wages" for other purposes under the act and in other fields, have no controlling weight they, nevertheless, show that a broad interpretation of the term in the present context is reasonable.

The court also held that retirement plans are as much a "condition of employment" as seniority rules, or termination of employment by discharge, both of which the company conceded were proper subjects for collective bargaining. Since compulsory retirement, as well as discharge, affects the employment relationship by terminating it at the instance of the employer, the court observed, it is important that the employees may bargain collectively as to either method of termination. Similarly, the court continued, retirement and pensions must be considered conditions of employment regarding which the employer must bargain since otherwise the job security derived by older employees from collectively determined seniority rules can be destroyed through the employer's unilateral adoption of arbitrary retirement ages.

Finally, the court rejected the contention that the bargaining mandates of the original and amended National Labor Relations Acts should be given the same scope as the corresponding provisions of the Railway Labor Act of 1926. Differences in statutory language, the court held, warranted the conclusion that Congress intended to give broader scope to the bargaining provisions in the National Labor Relations Act.

Health and accident insurance plans.—The related question of whether group health and accident insurance plans are within the contemplation of the bargaining mandate of the act was answered in the affirmative by the Court of Appeals for the First Circuit in *W. W. Cross & Co., Inc.* v. *N. L. R. B.*, May 24, 1949. Adopting the applicable reasoning of the *Inland Steel* case (*supra*), the court held that Congress intended to extend the duty to bargain collectively not only to subjects regarding which employers and employees commonly treated at the time of the passage of the Wagner Act, but to all

matters respecting "rates of pay, wages and hours of employment" which in the future might become appropriate collective bargaining subjects. The court ruled that insurance programs fall within the statutory term "wages" since that term was intended to embrace at least those "emoluments resulting from employment in addition or supplementary to 'actual rates of pay'" which are in the nature of "direct and immediate benefits flowing from the employment relationship." A group insurance program, the court held, is within this definition inasmuch as it provides a financial cushion against nonoccupational illness or injury at less cost than it can be obtained through individual insurance contracts. The court pointed out, however that its conclusion was not intended to define the ultimate scope of the term "wages" under the act. In view of its conclusion that health and accident insurance constitute "wages," the court found it unnecessary to pass upon the further question of whether such programs also constitute "conditions of employment."

Union security.—Enforcing the Board's bargaining order in *N. L. R. B.* v. *Andrew Jergens Co.*, May 17, 1949 (C. A. 9) (petition for certiorari denied, October 10, 1949), the court held union security to be included in the "conditions of employment" referred to in section 9 (a) of the act, regarding which an employer must bargain collectively. Although subsequent to the employer's refusal to bargain respecting union security the act was amended to provide that the consummation of a union-security agreement must be preceded by authorization of the contracting union in an election, the court held that this amendment did not preclude enforcement of the Board's order requiring bargaining because the Board's order must be construed as contemplating compliance with the union authorization provisions of the act as amended.

Employer's Duty To Refrain From Unilateral Action[23]

In the *Jergens* case just discussed, the court also upheld the Board's finding that the employer had violated the bargaining provisions of the act by unilaterally granting a general wage increase at a time when the union had called a strike in protest against the employer's dilatory conduct. The court pointed out that the employer could not defend its unilateral action on the ground of an impasse and the suspension of negotiations which were the fruit of its own failure to bargain in good faith. The principle that an employer may unilaterally grant terms which the union has rejected, the court concluded, applies only where a bona fide attempt to reach an agreement has been made and the employer has fulfilled his statutory obligation.[23] Under the circumstances of the case, the court observed, the employer's action was but another manifestation of its bad faith. Compare the

[23] See *Franks Bros. Co.* v. *N. L. R. B.*, 321 U. S. 703, Ninth Annual Report (1944), p. 54.

Supreme Court's decision in *N. L. R. B.* v. *Crompton-Highland Mills, supra*, p. 113–114. See also *N. L. R. B.* v. *R. J. Lovvorn*, 172 F. 2d 293 (C. A. 5); *N. L. R. B.* v. *Hoppes Mfg. Co.*, 170 F. 2d 962 (C. A. 6).

D. Remedial Actions To Correct Unfair Labor Practices

Bargaining Orders Where Loss of Union's Majority Is Alleged

In several cases the courts have had occasion to reiterate the well-established principle that under certain circumstances the Board may require an employer to bargain with a union regardless of whether the majority of the employees in the unit continue to designate the union as their representative.[24]

In *N. L. R. B.* v. *The National Plastic Co.*, June 1, 1949, the Court of Appeals for the Fourth Circuit held that where, following the certification of a union, the employer had at all times refused to bargain with it, the employer could properly be required to bargain with the union, even though the union might no longer retain the allegiance of a majority of the employees due to the lapse of time and turn-over in personnel since the union's election as bargaining agent. Referring to its previous decisions in similar cases, the court again emphasized that where an employer has persistently ignored his statutory bargaining obligation, not because of conflicting representation claims but because of his opposition to bargaining, the continuing majority status of the accredited representative will be presumed. The court also reiterated that a bargaining order is an appropriate means for removing the effects of the employer's unlawful refusal to bargain which may have resulted in the loss of the union's majority. The same court, enforcing the Board's order in *N. L. R. B.* v. *Norfolk Shipbuilding and Drydock Corp.*, 172 F. 2d 813, held that the employer could not resist enforcement of a bargaining order on the ground that the union had lost its majority where that loss could be attributed to the employer's failure to comply at any time with the Board's order.[25]

In *N. L. R. B.* v. *Andrew Jergens Co.*, May 17, 1949 (C. A. 9),[26] where the employer sought to excuse its refusal to bargain by alleging the loss of the union's majority, the court likewise applied the principle enunciated by the Supreme Court in the *Franks* case (*supra*, p. 119, footnote 23). The court observed that the Board's bargaining order in such situations does not involve injustice to the majority of the employees who actually desire to transfer their union affiliation since the Board's order is not intended to freeze the bargaining relationship and since, particularly under the amended act, ample pro-

[24] *Montgomery Ward, Inc*, 39 N L R B 229.

[25] See also *N L R B* v *Amory Garment Co.*, June 3, 1949 (C. A. 5), summarily enforced, *infra*, p 122, though loss of majority and institution of decertification proceedings were alleged. See also *N. L. R. B.* v. *Lancaster Foundry Corp.*, Feb. 14, 1949 (C. A. 6), and *N. L. R. B.* v. *Sifers*, 171 F. 2d 63 (C. A. 10).

[26] *Supra*, p. 119.

vision is made for the redetermination of bargaining representatives at the proper time.[27] Nor was it necessary, the court held, for the Board's order to be accompanied by the specific finding that the union had lost its majority in consequence of the employer's unfair labor practices. The court pointed out that it was the Board's judicially approved policy to assume in such cases that defections from the complaining union reflect the influence of the employer's unremedied unlawful conduct rather than the untrammelled will of the employees.[28] Inasmuch as the application of this policy was implicit in the Board's issuance of a bargaining order under the circumstances of the case, the court concluded that no valid purpose would be served by remanding the case to the Board for explicit findings to that effect.

In *N. L. R. B.* v. *Worcester Woolen Mills Corp.*, 170 F. 2d 213 (C. A. 1), the court enforced the Board's bargaining order despite attack that after an election and before certification a sufficient number of union adherents had left the company's employment to effect the union's majority status. The court held not only that there was not sufficient evidence that the union had lost its majority but in any event, that less than 6 months had elapsed between the election and the employer's refusal to bargain, and under the rule of the *Franks* case, such a period did not exceed the reasonable time during which the union enjoys an immunity from loss of status while attempting to establish a satisfactory bargaining relationship.

Adaptation of Bargaining Orders to the Requirements of Section 9 (f), (g), and (h)

The Board's practice of appropriately conditioning bargaining orders in favor of unions to which the Board may not lend its processes because of their failure to comply with the so-called filing and affidavit requirements of the amended act was approved in *Inland Steel Co.* v. *N. L. R. B.*, 170 F. 2d 247 (C. A. 7),[29] and *W. W. Cross & Co., Inc.* v. *N. L. R. B.*, May 24, 1949 (C. A. 1).[30] The contention that in view of the conditional nature of the order the employer, being under no present duty to bargain, had no standing to challenge its validity was rejected in both cases. In the *Cross* case the court also observed that the pendency of the question of the constitutionality of section 9 (h) before the Supreme Court did not preclude immediate review of the Board's order. Should section 9 (h) be held unconstitutional, the court concluded, the order to bargain would automatically become unconditional, whereas in case of a declaration

[27] Cf. *N. L. R. B.* v. *R. J. Lovvorn*, 172 F. 2d 293 (C. A. 5), *infra*, p. 133.

[28] See *Matter of Karp Metal Products Co.*, 51 N. L. R. B 621, Eighth Annual Report (1943), pp 39-40, and *Matter of Pure Oil Co.*, 62 N. L. R. B. 1039, Tenth Annual Report (1945), p. 47, to which the court referred.

[29] Cf. Thirteenth Annual Report (1948), p. 78.

[30] *Supra*, p. 118-119.

of constitutionality the order might also become definite since the Board probably would extend the union's time for fulfilling the condition.

In *N. L. R. B.* v. *Amory Garment Co.*, June 3, 1949 (C. A. 5), the court granted summary enforcement of a bargaining order which was similarly conditioned upon the union's compliance with the requirements of section 9.

E. Injunctive Proceedings Under Section 10 (e) to Prevent Frustration of Enforcement of a Board Order

Protection against frustration of a back-pay award was obtained in *N. L. R. B.* v. *Burnette Castings Co.* (April 1 and 11, 1949 (C. A. 6), 24 LRRM 2354). Subsequent to the hearing the financial situation of the corporation deteriorated. The company was heavily indebted to a secured creditor, and certain Federal tax liens had been perfected. The management persistently disregarded the Board's claim. The Board was informed that the management, acting in agreement with a creditors' committee, had decided to sell the assets of the company at public auction and to distribute any surplus realized in excess of the claim of the secured creditor and the amounts of the tax liens to the creditors which it recognized as such. Upon the Board's motion made at a time when its petition for enforcement of its order was already on file in the court, a judge of the court granted an *ex parte* restraining order and a rule to show cause. The order restrained the company and all persons acting for it from disposing of the proceeds realized on liquidation of the corporate assets otherwise than by paying the claim of the secured creditor and satisfying perfected tax liens, unless the back-pay claim of the Board, in the estimated amount of $40,295, was first secured. Upon return of the rule, and after hearing, the order was continued by the court until after final disposition of the petition for enforcement.[31]

F. Miscellaneous Principles

Delay in Instituting Proceedings Under Section 10 (e) Does Not Bar Enforcement

During the past year the courts have had occasion in a number of cases to reiterate that an employer cannot resist enforcement of an outstanding unfair labor practice order merely because of the Board's delay in seeking judicial enforcement. Thus, the Court of Appeals for the Second Circuit in *N. L. R. B.* v. *The Todd Co., Inc.*, 173 F. 2d 705, held that because 16 months had elapsed following the Board's order, the company which neither sought prompt judicial review nor complied with the order, was in no position to complain of any change of circumstances during the period of noncompliance. The Court of

[31] The court, on October 17, 1949, enforced the Board's order.

Appeals for the Ninth Circuit likewise held that delay on the part of the Board is not a valid defense to an unfair labor practice order since section 10 (f) of the act affords the employer a right to immediate judicial review of the Board's order. *N. L. R. B.* v. *Andrew Jergens Co.*, May 17, 1949.[32]

In *N. L. R. B.* v. *Norfolk Shipbuilding & Drydock Corp.*, 172 F. 2d 813 [33] and *N. L. R. B.* v. *The National Plastic Products Co.*, June 1, 1949,[34] the Court of Appeals for the Fourth Circuit observed that the Board's delay in seeking enforcement of certain bargaining orders was immaterial since compliance with the orders should have been forthcoming when issued, and further that present compliance tended to do justice. The order in the *Norfolk Shipbuilding* case was entered more than 2 years before the Board instituted enforcement proceedings. See also *N. L. R. B.* v. *R. L. Emery*, March 11, 1949 (C. A. 4).

Summary Enforcement of Board Orders

In cases where the Board's order is based upon the findings and recommendations in the trial examiner's intermediate report, to which the respondent has failed to except according to the provisions of the act and the Board's rules and regulations, the Board has adopted the practice of asking the court for the summary entry of an enforcement decree. The Board's motion in this type of case rests (1) upon the provisions of section 10 (e) of the original and amended acts that the court may not consider any objections which, in the absence of extraordinary circumstances, the respondent has neglected to urge before the Board; and (2) upon section 10 (c) of the amended act according to which the trial examiner's proposed report, in the absence of exceptions, becomes the order of the Board. In seeking summary enforcement, the Board also relies on the Supreme Court's interpretation of section 10 (e) as precluding judicial review of Board orders to the extent that no exceptions were filed with the Board, unless extraordinary circumstances excuse the failure to file exceptions. (*N. L. R. B.* v. *Cheney California Lumber Co.*, 327 U. S. 385,[35] and earlier cases cited there). See also *N. L. R. B.* v. *Cutler*, 158 F. 2d 677 (C. A. 1), applying the doctrine of the *Cheney* case in this sense.

Thus far, in each case in which the Board has moved for the summary entry of an enforcement decree, the court has affirmed the propriety of the procedure proposed by the Board. The Board's orders were enforced in this manner in *N. L. R. B.* v. *Griffin-Goodner Grocery Co.*, 170 F. 2d 152 (C. A. 10),[36] *N. L. R. B.* v. *Hill Transportation Co.*,

[32] *Supra*, pp. 119, 120

[33] *Supra*, p. 120.

[34] *Supra*, p. 120.

[35] Eleventh Annual Report (1946), pp. 54–55.

[36] The summary enforcement procedure was first sanctioned by the Court of Appeals for the Seventh Circuit in *N. L. R. B.* v. *Ulm Box and Lumber Co.*, decided April 9, 1948.

December 7, 1948 (C. A. 1); *N. L. R. B.* v. *Gunn, et al.*, December 20, 1948 (C. A. 3); *N. L. R. B.* v. *Cordele Mfg. Co.*, 172 F. 2d 225 (C. A. 5); *N. L. R. B.* v. *Bryce C. Davis, et al.*, 172 F. 2d 225 (C. A. 5); *N. L. R. B.* v. *Amory Garment Co.*, June 3, 1949 (C. A. 5); and *N. L. R. B.* v. *Lancaster Foundry Corp.*, February 14, 1949 (C. A. 6). In the last two cases, summary enforcement of the respective bargaining orders was granted notwithstanding the employers' allegation that the complaining unions had subsequently lost their majority status.[37] However, the court in the *Lancaster Foundry* case reserved the company's right "to make further application to the Board in view of the alleged changed circumstances."

In the *Davis* case, the court coupled its enforcement decree with a provision to the effect that the company would not be required to take again any action which, allegedly, it had already taken to comply with the Board's order.

In *N. L. R. B.* v. *Pool Mfg. Co.*, May 13, 1949, and *N. L. R. B.* v. *Mexia Textile Mills*, June 3, 1949, the Court of Appeals for the Fifth Circuit deferred action on the Board's motion for summary enforcement pending remand for the purpose of additional evidence on the question of the employer's alleged compliance with the Board's order.[38]

Post-Enforcement Procedure

In two instances in which the Board, after enforcement of its order, requested that the case be remanded for the purpose of supplemental hearings and findings amplifying the general reinstatement and back-pay provisions of the order, in accordance with established practice,[39] the Courts of Appeals for the Fourth and Fifth Circuits, respectively, held that no order of remand was required. In *Home Beneficial Life Insurance* v. *N. L. R. B.*, 172 F. 2d 62, the court interpreted its earlier holding in *Wallace Corp.* v. *N. L. R. B.*, 159 F. 2d 952, 954 (C. A. 4),[40] as affirming the Board's inherent power to conduct, without the court's consent, post-enforcement hearings for the purpose of implementing interlocutory back-pay and reinstatement orders. The court observed that any further order made by the Board after supplemental hearings would be subject to review in the same manner as the original order.

In *N. L. R. B.* v. *Bird Machine Co.*, 174 F. 2d 404 (C. A. 1), the court expressly adopted the general principles of the *Wallace* and *Home Beneficial* cases concerning supplementary reinstatement and back-pay determinations. However, the court held that supplemental hearings only extend to the need for implementing the general remedial pro-

[37] Compare the cases discussed at pp. 120–121, *supra*.

[38] The Board has decided to petition the Supreme Court for a writ of certiorari to review the refusal of the Court of Appeals for the Fifth Circuit to enforce the *Pool* and *Mexia* cases merely because compliance was asserted.

[39] See Twelfth Annual Report (1947), pp. 60–61, and Eleventh Annual Report (1946), p. 65.

[40] Twelfth Annual Report, loc. cit.

visions of an interlocutory character and are limited to the purpose of making such provisions clear and specific. If the order and decree are clear and specific, i. e., to post a notice; to reinstate to the same job—then determination of questions of fact on such an issue are not properly an administrative function but the function of the court in contempt proceedings.

2. Principles Regarding Representation Provisions

A. Election Procedures

Election observers.—In *N. L. R. B.* v. *Worcester Woolen Mills Corp.*, 170 F. 2d 13 (C. A. 1), certiorari denied, 336 U. S. 903, the court approved the method of designating election observers which had been followed in the case and which the employer challenged in order to justify its subsequent refusal to bargain.[41] The court observed that the company's principal officer, though seasonably informed of its rights, had neglected to appoint an observer and acquiesced in the appointment of its bookkeeper by the Board's agent who conducted the election. The court agreed with the Board that the bookkeeper, a nonsupervisory employee who had prepared the list of eligible voters, was a proper observer. Moreover, the court noted that the observers of both union and company had been simultaneously instructed as to their functions, and that the company's observer had actually exercised his right to challenge the ballots of employees he considered ineligible.

Post-election challenges.—In the *Worcester* case the court also held that the employer had been afforded ample opportunity to challenge voters at the time of the election and that the Board was therefore justified in applying its rule against post-election challenges which the Supreme Court upheld in *N. L. R. B.* v. *A. J. Tower Co.*, 329 U. S. 324.[42]

Prehearing elections.—The Board's practice, under the Wagner Act, of holding representation elections in advance of a hearing in cases which presented no issues requiring immediate determination was approved in *N. L. R. B.* v. *National Plastic Products Co.*, June 1, 1949 (C. A. 4).[43] The court's decision is predicated upon the Supreme Court's approval of such prehearing elections in *Inland Empire District Council* v. *Millis*, 325 U. S. 697, 707.[44] The court noted that the election had been held prior to the amendment of the Wagner Act, and was therefore not governed by section 9 (c) (1) of the amended act which in effect requires elections to be preceded by a hearing.

[41] *Supra*, p 121.
[42] See Twelfth Annual Report (1947), p. 43.
[43] *Supra*, p 120.
[44] Tenth Annual Report (1945), pp. 59–60.

B. Judicial Review of Election Details

In response to the employer's attempt in the *National Plastic* case to have the election underlying the Board's order invalidated, the court reiterated the principle that the determination of bargaining representatives is a matter with which the Court may not interfere, unless the Board's fact determinations are unsupported by the evidence or the Board clearly has exceeded its broad statutory discretion. The court pointed out that such matters as the timing of an election, eligibility to vote, and the setting aside of an election on the ground of irregularities in procedure are clearly within the Board's discretion, and that the court would misconceive its function should it substitute its judgment for that of the Board in these matters.[45]

3. Miscellaneous Problems Arising From Amendments to Wagner Act

A. Constitutionality of Section 9 (h) of the Amended Act

The constitutional validity of the requirement that union officers file noncommunist affidavits was affirmed by the Courts of Appeals for the Seventh and First Circuits, respectively, in *Inland Steel Co.* v. *N. L. R. B.*, 170 F. 2d 247 [46] and *W. W. Cross & Co.* v. *N. L. R. B.*, May 24, 1949. The unanimous decision of the court in the *Cross* case, and the majority decision in the *Inland Steel* case were primarily based upon the reasons expressed by the District Court for the District of Columbia in *National Maritime Union* v. *Herzog*, 78 F. Supp. 146 [47] (affirmed in other respects, 334 U. S. 854). The question is now pending before the Supreme Court on certiorari at the instance of the complaining union in the *Inland Steel* case.[48]

B. Exemption of Supervisory Employees From the Act's Protection

Constitutionality of Exemption

In *N. L. R. B.* v. *Budd Mfg. Co.*, 169 F. 2d 571 (C. A. 6),[49] (certiorari denied, 335 U. S. 908), the Foreman's Association of America, having intervened in the Supreme Court, challenged the constitutionality of

[45] In the *Worcester* case, the court also held that issues fully litigated in a representation proceeding may not, as a matter of right, be relitigated in an ensuing complaint case The court observed that, unless it is clearly shown that evidence regarding representation issues sought to be adduced in an unfair labor practice proceeding is not merely cumulative, the Board in its discretion may refuse to reconsider the issues decided in the representation case.

[46] *Supra*, pp 120–121.

[47] See detailed discussion in Thirteenth Annual Report (1948), pp. 73–74.

[48] *United Steel Workers of America* v. *N L. R. B*, 335 U. S. 910. In view of the pendency of this case, the court in the *Cross* case, while enforcing the Board's order that the employer bargain with the union upon the latter's compliance with Section 9 (h) (*supra*, pp. 118–119), stayed its decree "until further order" The same issue is also before the Supreme Court in *American Communications Assn.* v. *Douds*, 79 F. Supp. 563, probable jurisdiction noted, 69 S. Ct. 135.

[49] See also Thirteenth Annual Report (1948), pp. 76–77.

sections 2 (3), 2 (11), and 14 (a) of the amended act. The Association contended that these provisions which deny to supervisory employees the protection of the act violate the constitutional guarantees of free speech, press, and assembly; constitute an arbitrary classification and a bill of attainder and are unconstitutionally vague and indefinite.

Concerning the guarantees of the first amendment, the Court of Appeals for the Sixth Circuit held that the constitutional right of supervisory employees to organize and bargain collectively is unimpaired by the amended act which specifically reserves their right to form labor organizations. The court concluded that the public rights which Congress had created in the Wagner Act, and could again take away, affected only the method of enforcing the unquestioned right of supervisory employees to organize. The court also held that the challenged provisions of the amended act were not inconsistent with the due process requirements of the fifth amendment. Referring to the broad powers of Congress to make legislative classifications, the court pointed out that various classes of employees have been validly exempted from the benefits, not only of the original Wagner Act, but likewise of the Fair Labor Standards Act,[50] Longshoreman's and Harbor Workers' Compensation Act,[51] Federal Insurance Contributions Act,[52] and Social Security Act.[53] Moreover, the court noted that, as shown by the legislative history of the amended act, the exclusion of supervisory personnel from its protection was based on substantial and real considerations rather than on arbitrary or unjustifiable classification.

The court concluded that, since supervisory employees may reasonably be treated as a separate class and the rights affected are of a public rather than private nature, Congress neither deprived supervisors of vested rights in violation of the fifth amendment nor subjected them to a bill of attainder. The amendment of the act, the court continued, was not directed against individuals but expressed a public policy applicable equally to all within a general, appropriate classification. The court also held that neither the provisions exempting supervisors generally, nor the definition of the term "supervisor," are unconstitutionally vague or indefinite as contended.[54]

Definition of the Term "Supervisor"

Construing the statutory language of section 2 (11), the court in the *Budd* case (*supra*) rejected the Foreman's Association's contention

[50] 29 U. S. C. A. § 213 (a).
[51] 33 U. S. C. A. § 902 (3).
[52] 26 U. S. C. A. § 1426 (b).
[53] 42 U. S. C. A. §§ 409, 1107.
[54] The court rejected, as without foundation, the contention that sections 102 and 103 of the amended act unconstitutionally delegated to the employer power to extend the protection of the act to supervisory employees by contract for a limited time beyond the effective date of the amendment.

that supervisory status under the act is made to depend upon the combined powers of the employee "to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees." In the court's view, had Congress intended a conjunctive rather than a disjunctive construction of the enumerated criteria, it would have so indicated by appropriate insertions of the word "and." The court concluded that the omission of the word "and" and the repeated use of the disjunctive "or" precluded the construction proposed by the Foreman's Association.[55]

Effect of Exemption in Case of Antecedent Unfair Labor Practices

The Board's order redressing discrimination practiced against supervisory employees before the effective date of the amended act was upheld by the Court of Appeals for the Fourth Circuit in *Eastern Coal Corp.* v. *N. L. R. B.*, June 13, 1949, on the authority of the decisions of the Supreme Court and the Court of Appeals for the Sixth Circuit in the *Budd Mfg.* case.[56] The court's decision, like that of the Court of Appeals for the Sixth Circuit, holds that under the general savings statute (1 U. S. C. A. 109) the employer's liability for its discriminatory conduct under the original act did not abate upon the exclusion of supervisors from the protection accorded employees by the amended act. The court observed that the general savings statute covers liability for public wrongs such as the one involved.[57] The court concluded that, as indicated in the *Budd Mfg.* case,[58] the relaxation of the employer's duty to bargain collectively with supervisory employees under the amended act is not inconsistent with the Board's power to redress discrimination against supervisors which antedates the act's amendment. The court stated: "Whatever changes may have been made in the act, the public policy which it embodies certainly requires that relief be accorded for unfair labor practices and that employees wrongfully discharged through such practices be restored to their

[55] Contrary to the company's contention, the court held that the intervening Foreman's Association of America was a labor organization within the meaning of the amended act although supervisors whom it represents are not "employees" within the act's definition. The court observed that in order to be a "labor organization" it is not necessary that all members be "employees," and that the Association admits to membership, in addition to supervisors, persons who are employees within the meaning of the act.

[56] In *N. L. R. B.* v. *Budd Mfg. Co.*, 162 F. 2d 461, Thirteenth Annual Report, pp. 76–77, while granting certiorari respecting the validity of the cease and desist portions of the order, and remanding that portion of the case, the Supreme Court declined to grant certiorari concerning the enforcement of a reinstatement and back-pay order in favor of supervisory employees discriminated against prior to the amendment of the act (332 U. S. 840).

[57] Compare the cases discussed at pp. 75 and 76 of the Thirteenth Annual Report (1948), which were cited by the court.

[58] The Court of Appeals, to whom the case had been remanded for consideration of the effect of the amendment of the act upon other provisions of the Board's order, confirmed its previous enforcement of the reinstatement and back-pay provisions (169 F. 2d 571), and the Supreme Court again denied certiorari (335 U. S. 908).

positions with reimbursement of the loss that they have sustained as a result thereof."

In *N. L. R. B.* v. *Norfolk Shipbuilding & Drydock Corp.*, 172 F. 2d 813 (C. A. 4) (*supra*, p. 123) the court, without comment, likewise enforced an order of the Board granting reinstatement and back pay to a supervisory employee who had been discriminatorily discharged prior to the amendment of the act.

C. Scope of Judicial Review Under Amended Act

In *Eastern Coal Corp.* v. *N. L. R. B.*, (*supra*, p. 128), the court held that, while subsections (b), (c), (e), and (f) of section 10 of the act were amended so as to make the rules of evidence prevailing in the United States District Courts applicable to Board hearings and to require that the Board's findings be based upon the "preponderance" of the evidence and supported by substantial evidence "on the record considered as a whole," the actual scope of judicial review under the act had not been enlarged. Citing the decisions of the Supreme Court in *N. L. R. B.* v. *Crompton-Highland Mills, Inc.* (*supra*, pp. 1113–1114), and the Court of Appeals for the Seventh Circuit in *N. L. R. B.* v. *Austin Co.*, 165 F. 2d 592, 595,[59] the court pointed out that the crucial factor which determines the scope of review is the same under both acts since now, as before, the Board's findings are final if supported by "substantial evidence." (See *Consolidated Edison Co.* v. *N. L. R. B.*, 305 U. S. 197, 229 (1938).) Consequently, the court held, the review power of the courts under the amended, as under the original act, does not include the power to weigh the evidence and to substitute the court's judgment for that of the Board.

In *Victor Mfg. & Gasket Co.* v. *N. L. R. B.*, May 20, 1949 (C. A. 7), the court reiterated its conclusion in the *Austin* case (*supra*) that the amended act does not provide for a hearing *de novo* in the courts and that, as heretofore, the function to pass upon the credibility of witnesses, to weigh and appraise the evidence, and to draw inferences from the facts is reserved to the Board.[60]

[59] Thirteenth Annual Report (1948), p. 80.

[60] The Board's orders, remedying various violations of the unfair labor practice provisions of the act, were also enforced in full by the respective courts of appeals in the following cases:

Second Circuit:
N. L. R. B. v. *Todd Co., Inc.*, 173 F. 2d 705.

Fourth Circuit
N. L. R. B. v. *Spach Wagon Works*, July 1948.
N. L. R. B. v. *Emery*, March 11, 1949.

Sixth Circuit:
N. L. R. B. v. *Ford Brothers*, 170 F. 2d 735.
N. L. R. B. v. *Hoppes Mfg. Co.*, 170 F. 2d 962.
N. L. R. B. v. *Salant & Salant, Inc.*, 171 F. 2d 292.
N. L. R. B. v. *Tappan Stove Co.*, June 3, 1949.

Seventh Circuit:
N. L. R. B. v. *Arnolt Motor Co.*, 173 F. 2d 597.

Tenth Circuit:
N. L. R. B. v. *Fairmont Creamery Co.*, 169 F. 2d 169.
N. L. R. B. v. *Sifers Candy Company*, 171 F. 2d 63.

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

During the past year, enforcement was denied the Board's order in 10 cases before the courts of appeals.

The adverse decision of the Court of Appeals for the Sixth Circuit in *N. L. R. B.* v. *Eaton Mfg. Co.*, June 16, 1949, resulted primarily from the court's view that there was insufficient evidence to support either the Board's finding that the employer at the time knew the union intended to use a contract to secure the discharge of employees who had engaged in rival union activities or that the employees were ousted from the union for rival union activities. On the basis of these findings, the Board had concluded that the contract was illegal under the rule of *Wallace Corp.* v. *N. L. R. B.*, 333 U. S. 248, and in any event the discharges were illegal under the *Rutland Court* doctrine.[61] But even if the finding of employer knowledge respecting the purpose of the contract were sustained the court thought that the *Wallace* case was inapplicable because the discharges there had been held illegal because they had been effected in execution of a closed-shop contract entered into by the employer with a dominated union. However, the Board, as well as the Court of Appeals for the Second Circuit,[62] have interpreted the *Wallace* case as generally condemning closed-shop contracts made or utilized for the purpose of penalizing legitimate rival union activities.[63]

The refusal of the same court to enforce the Board's order in *N. L. R. B.* v. *West Ohio Gas Co.*, 172 F. 2d 685 (C. A. 6), and *N. L. R. B.* v. *Russell Kingston*, 172 F. 2d 771 (C. A. 6), turned upon the court's conclusion that in each case the evidence was insufficient to sustain the Board's underlying unfair labor practice finding.

In the *West Ohio Gas* case, the court held that it was not coercive for an employer to participate in the preparation and circulation of a union withdrawal petition, where the petition was drafted in connection with a National War Labor Board order directing the execution of a maintenance-of-membership clause with an escape period where the suggestion for the petition came from the union and where the union was already defunct. The court also held that under the circumstances the employer's granting of wage increases following the signing of the petition by all of the employees was not an unfair labor practice within the rule announced by the Supreme Court in *Medo*

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

[62] See *N. L. R. B.* v. *American White Cross Laboratories, Inc.*, 160 F. 2d 75 (C. A. 2), *Local 2880* v. *N. L. R. B.*, 158 F 2d 365 (C. A. 9), Twelfth Annual Report (1947), p 50. See also *supra*, p. 116–117.

[63] The general question of the validity of the Board's *Rutland-Court* rule is now before the Supreme Court in the *Colgate-Palmolive-Peet* case, *supra*, p. 117

Photo Supply Corp. v. *N. L. R. B.*, 321 U. S. 678, 685.[64] The court also rejected the Board's conclusions that the discharge of an employee by the company had been motivated by his union activity, and that the anti-union remark of a supervisory employee was coercive within the meaning of section 8 (1) of the act.

In the *Russell Kingston* case, the court rejected the Board's finding that an employer-conducted election for the purpose of ascertaining the employees' union preferences is inherently coercive, regardless of the employer's motives. The Board had held that after receipt of a demand for recognition the employer acted in good faith since efforts to work out an informal election arrangement with the union had failed. The Board also held that his statement to the employees that he was conducting the poll only to determine how to bid on some new contracts was not coercive. The Board ruled nevertheless that an employer poll necessarily requires the employees to declare themselves and creates in their minds fears that their disclosures may later expose them to reprisals.

In *Max Sax* v. *N. L. R. B.*, 171 F. 2d 769 (C. A. 7), the court disagreed with the Board's finding that the mass application of a group of economic strikers for reinstatement, at a time when their jobs had been filled, was inadequate as a continuing application dispensing with the necessity for further individual applications as vacancies subsequently occurred. The court held that by hiring new employees thereafter the employer did not unlawfully discriminate against the strikers whose desire for employment, at the time when work became available, had not been sufficiently shown. The court also held that the employer's interrogation of employees concerning their union membership and activities, standing thus alone, was insufficient to sustain the Board's finding of a violation of section 8 (l) of the act.

In *N. L. R. B.* v. *Enid Cooperative Creamery Association*, 169 F. 2d 986 (C. A. 10), the Board had found that the employer violated section 8 (l) of the act by making certain antiunion statements and by promulgating a no-solicitation rule prohibiting without limitation union solicitation at the plant during employees' nonworking time. See *Republic Aviation Corp.* v. *N. L. R. B.*, 324 U. S. 793.[65] After the Board petitioned the court of appeals for enforcement the employer moved to remand the case to the Board for the taking of additional evidence with respect to the circumstances which, allegedly, justified the promulgation of the rule. Upon remand, the Board deleted that portion of its order requiring the employer to rescind its rule, in view of the fact that, following the issuance of the Board's order, the rule had been rescinded. Thereafter the Board moved the court to

[64] Ninth Annual Report (1944) pp. 53–54.
[65] See Tenth Annual Report (1945), pp 58–59

enforce its order as so modified. The court denied enforcement of the order. In the court's opinion, certain statements to employees, pointing out various disadvantages of union membership, which the Board found to be violative of section 8 (1), were calculated to persuade rather than coerce and therefore were privileged.

The decision in *Boeing Airplane Co.* v. *N. L. R. B.*, May 31, 1949 (C. A. D. C.), turned upon the questions of whether the union, by striking under a 24-hour ultimatum, had violated both a contractual no-strike pledge and the provisions of section 8 (d) of the amended act, and thus whether the employer had therefore been relieved of its duty to bargain with the complaining union. Section 8 (d) of the amended act requires that notice be given prior to termination or modification of a collective agreement and that the agreement be continued in force during 60 days from the notice, without resort to strike or lock-out. Declining to enforce the order which directed that the employer bargain with the complaining union, the court rejected the Board's conclusions (1) that the contract which contained the no-strike clause had been superseded by an interim agreement the duration of which had, in turn, expired at the time of the strike; and (2) that the union was not required to give notice under section 8 (d) since the contract in question had been adequately opened for renegotiation by the parties prior to effective date of the section which accordingly was inapplicable.

In *N. L. R. B.* v. *The Hinde & Dauche Paper Co.*, 171 F. 2d 240 (C. A. 4), enforcement was denied because of the court's disagreement with the Board's conclusion that the employer was responsible for certain antiunion conduct of a supervisory employee.

In three cases, the Court of Appeals for the Fifth Circuit did not indicate the grounds upon which it denied enforcement of the Board's order. *N. L. R. B.* v. *Massey Gin and Machine Works, Inc.*, 173 F. 2d 758 (C. A. 5); *N. L. R. B.* v. *Atlanta Metallic Casket Co.*, 173 F. 2d 758 (C. A. 5); and *Wilson & Co.* v. *N. L. R. B.*, 173 F. 2d 979 (C. A. 5). The Board is petitioning the Supreme Court for certiorari in these cases.[66]

In two cases, the partial denial of enforcement resulted in the modification of the Board's order *pro tanto:*

In *N. L. R. B.* v. *Wytheville Knitting Mills, Inc.*, June 1, 1949 (C. A. 3), the court eliminated reinstatement and back-pay provisions in favor of two strikers who were not reinstated by their employer following a strike. The employer in settling the strike had agreed to reinstate all employees but when two of the strikers reported for work, the other employees, including both nonstrikers and former strikers,

[66] In *N. L. R. B.* v. *Maurice Eanet, et al.* (Parkside Hotel), the Court of Appeals for the District of Columbia, on March 1, 1949, granted the Board's petition for rehearing and vacated its decision of September 27, 1948, in which it had denied enforcement of the Board's order.

refused to work with them because of the offensive name-calling in which the two employees had engaged on the picket line. The name-calling involved occurred in connection with a strike following the prounion employees' loss of an election. The election had been preceded by acts of interference on the part of the employer which the court agreed violated section 8 (1) of the act. The Board had concluded that the name-calling on the picket line, while not to be condoned, was protected as an integral part of the concerted activities of the strikers since it was clearly not of such a serious nature as to fall outside the protection of the act under the doctrine of *N. L. R. B.* v. *Fansteel Metallurgical Corp.*, 326 U. S. 376.[67] The Board had also pointed out that, according to judicial precedent, concerted activities are no less protected because third persons rather than the employer object to the manner in which they are conducted. This applied particularly in the present case. The Board had concluded that the employer in yielding to the pressure of the antiunion faction among his employees had been motivated by antiunion bias and had in effect collaborated with that faction in punishing prounion activity. The court ruled out this line of reasoning and sustained the employer in discharging the persons involved.

In *N. L. R. B.* v. *Sewell Mfg. Co.*, 172 F. 2d 459 (C. A. 5), the court eliminated the reinstatement and back-pay provisions of the Board's order because, in the court's view, the evidence did not sufficiently show that the employees ordered reinstated had been discriminated against because of union activities. In *N. L. R. B.* v. *R. J. Lovvorn*, 172 F. 2d 293 (C. A. 5), the Board's bargaining order was modified so as to indicate specifically that the right of employees to select a new bargaining agent was preserved. In *N. L. R. B.* v. *Paul Prigg*, 172 F. 2d 948, the same court enforced certain parts of the Board's order, except insofar as complied with. As for the reinstatement and back-pay provisions of the order, the court withheld enforcement pending exercise by the Board of the right it had reserved to amend its order if this should be required by subsequent events which made reinstatement of all the employees and full back pay inappropriate.

[67] Fourth Annual Report (1939), pp. 115–116.

V

Injunction Litigation

The procedures for obtaining interlocutory injunctions under section 10 (j) and (l) of the amended act are explained in detail in the Board's last annual report, at pages 83 to 84. Litigation under those provisions during the past year has involved both the reaffirmance of the principles established during the first fiscal year under the amended act and the announcement of new principles regarding their administration. In addition, the courts had occasion in two cases to consider applications of the General Counsel to adjudicate certain parties in contempt of injunctions outstanding against them.

Summary of injunction litigation under sec. 10 (j) and (l), July 1, 1948, to June 30, 1949

Type of proceeding	Number of cases instituted	Number of applications granted	Number of applications denied	Cases settled, withdrawn, or pending
Proceedings under sec 10 (j).				
(a) Against unions	1			1 withdrawn.
(b) Against employer	0			
Proceedings under sec 10 (l)	32	15	3	13 pending,[1] 1 settled.
	33	[2] 15	3	15.

[1] Of these cases, 10 are being carried, subject to call, on the court's docket pending the Board's decision because of the absence of necessity for current injunctive relief

[2] In one of these cases, the injunction decree was entered upon consent of respondent.

Principles Established or Reaffirmed

1. Constitutionality

In three cases in which the issuance of an injunction by the district court under section 10 (l) of the amended act was appealed during the past year, the constitutional validity of the pertinent provisions of the act was upheld by the court of appeals. No such case reached the Supreme Court for decision.

Section 10 (1).—In *Douds* v. *Local 1250, Retail Wholesale Department Store Union (Oppenheim Collins)*, 170 F. 2d 695, the Court of Appeals for the Second Circuit rejected the contention that Congress, in section 10 (1), unconstitutionally conferred jurisdiction on the

district courts to lend their aid to an administrative body. The court pointed out that while the merits of the cases in which the district court is called upon to act are ultimately decided by the Board, the matter before the court is nevertheless a justiciable controversy, as defined in *Federal Trade Commission* v. *Thompson-King & Co.*, 109 F. 2d 516 (C. A. 7). The court of appeals called attention to the decisions of the Supreme Court which sanction the similar use of the judicial power of the courts to supplement to subpoena powers of administrative agencies.[1]

The union's further contention, that the granting of an injunction without a hearing on the merits deprived it of due process of law, was held by the court to be no more valid than a like contention would be if made regarding preliminary injunctions in aid of suits pending in the courts. In any event, the court of appeals continued, the union was not in a position to claim lack of due process as it had waived the taking of formal testimony on the Board's petition in the district court after its motion to dismiss the petition was denied. The court noted that contentions similar to those made by the union in regard to section 10 (1) had previously been rejected in *Evans* v. *International Typographical Union*, 76 F. Supp. 881 (D. C., Ind.),[2] concerning the comparable provisions for injunctive relief in section 10 (j).[3]

In *Printing Specialties Union* v. *LeBaron* (Sealright), 171 F. 2d 331, the Court of Appeals for the Ninth Circuit similarly concluded that section 10 (1) does not contravene the Judiciary Article of the Constitution for the reasons stated in the *Oppenheim Collins* case (*supra*).

Section 8 (b) (4) (A).—The constitutional validity of the boycott provision of section 8 (b) (4) (A), which furnishes the basis for a substantial portion of the proceedings under section 10 (1),[4] was upheld by the court of appeals in the *Sealright* case (*supra*) and *United Brotherhood of Carpenters* v. *Sperry*, 170 F. 2d 863 (Wadsworth) (C. A. 10). In both cases it was contended that the prohibition of section 8 (b) (4) (A) against secondary boycott activities invades the constitutional free speech guarantees of the first amendment.

In the *Sealright* case, the Court of Appeals for the Ninth Circuit,[5] interpreting section 8 (b) (4) (A) as banning peaceful picketing in secondary boycott cases, held that Congress could validly do so in order to limit the area of industrial strife in the interest of the free flow of commerce. The court concluded that while peaceful picketing for the legitimate purpose of publicizing grievances had been held to

[1] *Interstate Commerce Commission* v. *Brimson*, 154 U. S. 447, 489, *Endicott Johnson Corp.* v. *Perkins*, 317 U. S 501, *Oklahoma Press Publishing Co* v. *Walling*, 327 U. S. 186 (cf. p. 148, *infra*).

[2] Thirteenth Annual Report (1948), pp. 84-85.

[3] Thirteenth Annual Report, pp. 83-84.

[4] See Thirteenth Annual Report, p 83.

[5] Affirming 75 F. Supp. 678 (D. C. Calif.), Thirteenth Annual Report, pp. 84, 85.

be within the free speech protection of the first amendment,[6] this does not mean that Congress is without power to protect the public interest against the effects of industrial conflicts by limiting the area of conflict and restricting the economic weapons which labor organizations may use, citing the Supreme Court decision in the *Ritter's Cafe* [7] case in support of the conclusion. The court also referred to the like holding of the Court of Appeals for the Tenth Circuit in *United Brotherhood of Carpenters* v. *Sperry* (Wadsworth) (*infra*). The court distinguished the Supreme Court decision in *Bakery Drivers Local* v. *Wohl* (315 U. S. 169), where picketing in aid of a product boycott had been held to be within the free speech area, as predicated on the particular circumstances in that case. The court also observed that the Supreme Court in the *Wohl* case had recognized that peaceful picketing is not immune from legislative restrictions at all times and in all circumstances. The court likewise rejected the contention that section 8 (b) (4) was unconstitutionally vague and indefinite.[8]

In *United Brotherhood of Carpenters* v. *Sperry* (Wadsworth), 170 F. 2d 863, the Court of Appeals for the Tenth Circuit similarly held that the First Amendment does not deprive Congress of power to prohibit secondary boycott activities such as peaceful picketing or blacklisting through "we do not patronize" lists. Relying on the Supreme Court cases cited in the *Sealright* case (*supra*), the court concluded that the free speech guaranty does not require that secondary boycott activities be tolerated in all places and under all circumstances.

In *Douds* v. *Confectionery and Tobacco Jobbers Employees* (Montoya), May 25, 1949 (D. C., So. N. Y.), the court also affirmed the constitutionality of section 8 (b) (4) (A), chiefly on the authority of the foregoing cases. See also *Douds* v. *Local Union No. 807* (Shultz), October 8, 1948 (D. C., So. N. Y.), and *LeBus* v. *Pacific Coast Marine Firemen* (Todd Shipyards), October 27, 1948 (D. C., E. La.), 23 L. R. R. M. 2027.

Section 8 (b) (4) (D).—In *LeBaron* v. *Los Angeles Building and Construction Trades Council* (Westinghouse), May 26, 1949 (D. C., So. Cal.), the constitutionality of the jurisdictional dispute provisions of section 8 (b) (4) (D) was put in issue in a proceeding under section 10 (1). Referring to the *Wadsworth* and *Sealright* cases (*supra*), and the Supreme Court cases discussed there upholding certain limitations upon the right of free speech, the court concluded that it was within the broad powers of Congress under the commerce clause of the Constitution to prohibit a union in certain circumstances from forcing

[6] *Thornhill* v. *Alabama*, 310 U S. 88, *Carlson* v *California*, 310 U. S 106, *A F. of L.* v. *Swing*, 312 U. S 321.
[7] *Carpenters Union* v. *Ritter's Cafe*, 315 U. S. 722
[8] See also *Building and Construction Trades Council* v. *LeBaron* (Santa Ana Lumber), June 30, 1949 (C. A 9).

an employer to assign work to its members rather than the members of another labor organization.

2. Applicability of Section 8 (c)

In several cases, injunctions under section 10 (1) were resisted on the ground, inter alia, that the activities sought to be enjoined were in the nature of expressions of "views, argument, or opinion" and, being unaccompanied by "threat of reprisal or force or promise of benefit," were not unfair labor practices in view of section 8 (c).

In *United Brotherhood of Carpenters* v. *Sperry* (Wadsworth), 170 F. 2d 863, and *Printing Specialties Union* v. *LeBaron* (Sealright), 171 F. 2d 331, the Courts of Appeals for the Tenth and Ninth Circuits, respectively, held that the savings provisions of section 8 (c) are inapplicable to picketing and blacklisting in furtherance of secondary boycotts. The court in the *Sealright* case, moreover, took the view that the picketing in the case was conducted in such a manner as to imply both a promise of benefit and a threat of reprisal within the meaning of section 8 (c).

In the *Montoya* case, *supra*, the District Court for the Southern District of New York, ruling out the applicability of section 8 (c) to peaceful picketing in support of secondary boycotts, relied both upon the above court of appeals decisions and the views subsequently expressed by the Board in disposing of the unfair labor practice charges in the *Sealright* and *Wadsworth* cases.[9]

In *Styles* v. *Local 760, International Brotherhood of Electrical Workers* (Roane Anderson), 80 F. Supp. 119 (D. C. E. Tenn.), the district court also rejected the union's claim of immunity under section 8 (c). In the court's view the concerted cessation of work at the plant of the secondary employer was brought about by conduct of union officials which was equivalent to a directive and which the employees, as members "of a modern, sternly disciplined union," would not disobey.[10]

[9] 82 N. L. R. B., No. 36, and 81 N. L. R. B., No. 127, *supra*, pp. 90–94. The case referred to by the court, reported in 82 N. L. R B., No. 26, incorporates by reference the reasons originally stated by the Board in the case reported in 81 N. L. R. B., No. 127

[10] See also *LeBus* v. *Pacific Coast Marine Firemen*, (Todd Shipyards) October 27, 1948 (D. C., La.), 23 L. R. R. M. 2027, and *LeBaron* v. *Los Angeles Building Trades Council* (Westinghouse), May 26, 1949 (D. C., So. Cal).

In the *Westinghouse* case the contention was made that interlocutory relief under section 10 (l) was unavail able to restrain activities intended to compel work assignments in violation of section 8 (b) (4) (D) of the amended act. Rejecting the assertion that the last clause of section 10 (l) was only "an afterthought" and, therefore, meaningless, the court pointed out that relief under section 10 (l) would be as effective to carry out the purposes of subsection (D) as of the other subsections of section 8 (b) (4). Moreover, the court observed that it is common legislative technique to provide in detail for procedures to be applied under specified circumstances and later to make the same procedures available in another situation pre scribed in the same legislation.

3. Principles Governing the Granting of Injunctions

The principles evolved by the district courts in granting interlocutory relief under the provisions of the amended act during the first year of its existence [11] have been reapplied by the district courts and in some respects affirmed by the courts of appeals during the past fiscal year. New principles were established regarding issues which had not previously arisen in this type of case.

A. Scope of the Court's Inquiry

"Reasonable cause."—In *Shore* v. *Building and Construction Trades Council* (Petredis & Fryer), 173 F. 2d 678,[12] the Court of Appeals for the Third Circuit affirmed the principle that the district court's function under section 10 (1) is not to establish the merit of the unfair labor practice charges before the Board, but merely to determine the existence of reasonable cause justifying a belief that they have merit. On appeal, the court continued, the issue to be decided is again not the merit of the charges but whether the lower court's finding of the existence of reasonable cause is clearly erroneous. The court concluded that the evidence in the case justified a belief that the respondents, through their agents, had induced union members to cease work concertedly for objectives which are prohibited by section 8 (b) (4) of the act.

The principle that the courts in exercising their injunctive powers under the act may not determine the existence of unfair labor practices, a matter exclusively reserved to the jurisdiction of the Board, was likewise emphasized in *LeBaron* v. *Kern County Farm Union* (Di Giorgio), 80 F. Supp. 157 (D. C., So. Cal.). See also *Styles* v. *Local 760, International Brotherhood of Electrical Workers* (Roane-Anderson), 80 F. Supp. 119 (D. C., E. Tenn.).

The same principle was applied by the court in the *Westinghouse* case (*supra*, p. 136). This case was the first case in which injunctive relief under section 10 (1) was sought upon charges alleging a violation of the jurisdictional dispute provisions of section 8 (b) (4) (D). Section 10 (k) of the act provides for the determination by the Board of the jurisdictional dispute out of which such charge arose [13] in advance of the disposition of the charge in an unfair labor practice proceeding.[14]

[11] See Thirteenth Annual Report, pp. 86–90.

[12] Affirming D. C., Pa , September 30, 1948, 23 L. R. R. M. 2112.

[13] Section 10 (k) provides that upon the receipt of charges alleging a violation of section 8 (b) (4) (D), the Board, unlike the case of other unfair labor practice charges, "is empowered and directed" to determine the work assignment dispute out of which the alleged unfair practices arose. The charges must be dismissed if the parties have voluntarily adjusted their claims, or have complied with the Board's determination of the dispute, as provided in section 10 (k).

[14] Regarding the Board's duty to proceed under section 10 (k), see *Parsons* v. *Herzog et al.*, June 16, 1949 (D. C., D. C., No. 391–49), *infra*, pp. 152–153.

In the *Westinghouse* case the petition for injunctive relief pursuant to section 10 (1) was filed prior to the issuance of the Board's determination under section 10 (k), but the Board made such determination of the underlying dispute prior to the court's decision on the application for interlocutory relief. In issuing its injunction, the court held that the existence of cause for the belief that section 8 (b) (4) (D) had been violated was apparent not only from the unions' conflicting claims and their actual and threatened conduct, but also from the very fact that the Board, pursuant to section 10 (k), had made a determination regarding the work assignment dispute between those unions. Such a determination did not make the question before it moot, the court concluded, particularly since there had been no compliance with the Board's determination and no voluntary adjustment of the dispute by the parties. Moreover, the court continued, it was not within its power to review, in a proceeding under section 10 (1), the Board's findings in the 10 (k) proceeding. See also *Graham* v. *International Longshoremen's Union Local No. 16* (Juneau Spruce), May 14, 1949 (D. C., Alaska No. 6094–A), where the court enjoined activities connected with a work assignment dispute after concluding that the preliminary investigation of the charges filed, as well as the evidence and the Board's determination of the work assignment dispute in a proceeding under section 10 (k), showed that there was reasonable cause to believe that section 8 (b) (4) (D) had been violated.

Preliminary investigation.—In the *Di Giorgio* case (*supra*, p. 138), the court held that compliance with the statutory requirement that a preliminary investigation be made of the charges upon which the Board's application for relief under section 10 (1) was based had been sufficiently shown, although no representative of the Board testified as to the extent of the investigation. In the court's opinion, the examination of the witnesses before the court indicated that they had been interviewed by the Board's regional director in a manner which enabled him to form a belief that a violation of the act was present.

Proper parties.—In both the *Di Giorgio* and *Westinghouse* cases, the issuance of an injunction against some of the respondents was resisted on the ground that certain parties were not labor organizations within the pertinent provisions of section 8 (b) of the act.

In the *Di Giorgio* case, where the legal status of the principal respondent (a local union) was in issue, the court held that the organization was an agent of a labor organization (the national parent organization) and as such could be enjoined under the act, whether or not it was itself a labor organization. Holding further that it was immaterial that the labor organization for whom the respondent was acting as agent had not been made a party to the proceeding, the court relied upon the rule that a principal need not be made a party

to an action in which relief, such as an injunction, is sought only against the agent.

In the *Westinghouse* case, the court observed that the respondent unions' case was not aided by the claim that the organization whose members performed the disputed work was a "company union." Rejecting the implied contention that if respondents' competitor was not a bona fide labor organization the provisions of section 8 (b) (4) (D) did not apply, the court pointed out that the statutory term "labor organization" embraces any organization formed for the collective bargaining purposes stated in section 2 (5) of the act.

B. Prerequisites for Interlocutory Relief

In granting injuctive relief pursuant to section 10 (1), the courts appear generally to proceed on the basis that they are warranted in enjoining alleged violations of section 8 (b) (4), in the exercise of their "just and proper" discretion under section 10 (1), when reasonable cause is shown to believe that the conduct is in violation of the act and is continuing in effect, and no further showing of the necessity for injunctive relief has been required. See *Douds* v. *Confectionery and Tobacco Jobbers Employees*, (Montoya) May 25, 1949 (D. C., So. N. Y.); *Styles* v. *Local 760, International Brotherhood of Electrical Workers*, (Roane-Anderson) 80 F. Supp. 119 (D. C., E. Tenn.); *Brown* v. *Oil Workers International Union*, (Union Oil) October 27, 1948 (D. C., No. Calif.).[15] In doing so, the courts have followed the settled principle that where Congress sets the standards for the issuance of injunctive relief, those standards and not the traditional equity criteria applicable in suits between private parties, govern the granting of the injunctive relief.[16] However, in the *Wadsworth* case (*supra*, pp. 136, 137) the Court of Appeals for the Tenth Circuit observed that under its statutory power to grant such relief "as it deems just and proper" the court not only may adapt the relief to the immediate needs of the circumstances, but also may withhold relief entirely. Similarly, in the *Westinghouse* case (*supra*, pp. 136, 138), the court stated that the granting of relief under section 10 (1) is subject to the court's discretion.

In the *Petredis & Fryer* case (*supra*, p. 138), the Court of Appeals for the Third Circuit held that it was not proper to withhold injunctive relief, because the particular construction project over which the boycott arose had been completed. The court observed that the boycott was of a continuing nature and that its momentary cessation did not necessarily foreclose equitable relief when a resumption of the conduct reasonably could be anticipated. The court pointed out that this

[15] See also, Thirteenth Annual Report, pp. 87-88.

[16] *Hecht Co.* v. *Bowles*, 321 U. S. 321; *S E. C.* v. *Jones*, 85 F. 2d 17 (C. A. 2); *S. E. C.* v *Torr*, 87 F. 2d 446 (C. A. 2); *American Fruit Growers* v. *U. S.*, 105 F. 2d 722 (C. A. 9).

principle had been applied consistently in enforcing unfair labor practice orders against employers under similar circumstances in order to forestall future violations of the act.[17] See also *Brown* v. *Oil Workers International Union, et al.*, (Union Oil) 80 F. Supp. 708 (D. C., No. Cal.), and *Graham* v. *Longshoremen's Union, Local No. 16* (Juneau Spruce), May 14, 1949 (D. C., Alaska), where the court likewise enjoined activities because their repetition by the respondent unions could reasonably be anticipated.

In the *Westinghouse* case (*supra*, pp. 136, 138, 140), the court determined the need for injunctive relief on the basis of the "public good" which would be served thereby. The court held that the interest of the parties in the assignment of the disputed work to its members was outweighed by the public interest in the speedy completion of a power plant which would increase the amount of available electricity in a community which had suffered from a prolonged scarcity of rainfall.

C. Scope and Form of Relief

In granting interlocutory relief to the Board, the courts[18] have continued to frame their injunctions so as to prohibit the commission or continuation not only of the acts complained of, but also of like or related acts. The injunction has been extended to conduct similar or related to that charged before the Board wherever it appeared to the court that the commission of such conduct was imminent or could reasonably be anticipated. *LeBaron* v. *Kern County Farm Union* (Di Giorgio), July 14, 1948 (D. C., So. Cal.), 22 L. R. R. M. 2435; *LeBus* v. *Pacific Coast Marine Firemen* (Todd Shipyards), October 27, 1948 (D. C., E. La.), 23 L. R. R. M. 2027; *Brown* v. *Oil Workers International Union* (Union Oil), 80 F. Supp. 708 (D. C., No. Cal.); Cf. *Styles* v. *Local 760, International Brotherhood of Electrical Workers* (Roane-Anderson), 80 F. Supp. 119 (D. C., E. Tenn.).

The breadth of the court's injunction in some cases was specifically proportioned to the apparent scope of the respondent unions' objectives. Thus in *Evans* v. *United Electrical Workers* (Ryan Construction), August 27, 1948 (D. C., So. Ind.), 22 L. R. R. M. 2459, the injunction was limited to the conduct calculated to induce the immediate employer to cease doing business with another specified employer. In *Bott* v. *Glaziers' Union, Local 27* (Joliet Contractors), November 19, 1948 (D. C., No. Ill.), 23 L. R. R. M. 2181, the injunction was given broad scope to reach the union's manifest object generally to compel numerous employers, their suppliers and other persons to cease using a certain manufactured product. In view of the far-

[17] The court cited *N. L. R. B.* v. *Pa. Greyhound Lines*, 303 U. S. 261, 271, *Independent Employees Ass'n* v. *N. L R B.*, 158 F. 2d 448 (C. A. 2), see Twelfth Annual Report (1947), p. 51; and *N. L. R. B.* v. *Toledo Desk Co*, 158 F. 2d 426 (C. A. 6).

[18] Cf. Thirteenth Annual Report, pp. 89–90.

flung activities of the respondent union in the *Joliet Contractors* case, the court not only enjoined the union from continuing the specified conduct, but also directed it to notify all of its members of the court's decree and to inform them that all of the union's rules, laws, and instructions in conflict with the decree were suspended and that all members of the union were free to work on the boycotted jobs.

Duration of Injunction

In accordance with the terms and purpose of the interlocutory relief provisions of the Act,[19] injunctions issued thereunder ordinarily run until, and terminate upon, the Board's adjudication of the unfair labor practice charges in the principal case.

However, in the *Wadsworth* case [20] the Court of Appeals for the Tenth Circuit expressed the opinion that the district court is not bound in all cases to grant an injunction which is to remain in force until the Board's final adjudication of the unfair labor practices. The court of appeals stated that the district court apparently had issued the injunction in the case [21] under the impression that the Board would render its decision on the merits within a few months, and that that court might have framed its injunction differently had it known that a much longer period would be required for the final disposition of the case by the Board. The court of appeals, therefore, remanded the case to the lower court in order to determine whether the injunction should be modified or terminated in advance of the issuance of the Board's decision.[22]

In *Building and Construction Trades Council of Orange County* v. *LeBaron* (Santa Ana Lumber), June 30, 1949, the Court of Appeals for the Ninth Circuit noted with approval the district court's action of limiting the duration of the injunction to 3 months in apparent anticipation of the Board's expeditious disposition of the main case (D. C., So. Cal., No. 9705, June 13, 1949).[23]

D. Stay of Injunction Pending Appeal

In the *Santa Ana Lumber* case, *supra*, the Court of Appeals for the Ninth Circuit denied the union's application for a stay on the ground that the district court's injunction invaded the union's constitutional rights. The court pointed out that to grant the union's motion would enable it to render further action by the Board nugatory and

[19] Thirteenth Annual Report, p. 83.

[20] *Supra*, pp. 136, 137, 140.

[21] *Sperry* v. *United Brotherhood of Carpenters*, January 8, 1948 (D. C., Kan.). Thirteenth Annual Report, pp 89, 90-91.

[22] The case was decided by the Board on February 28, 1949, without any prior modification of the injunction by the court. See *Matter of Wadsworth Building Co*, 81 N. L. R. B., No. 127, *supra*. p. 137.

[23] Cf. *Evans* v. *International Typographical Union* (*infra*, pp.144-145), where the court in another connection observed that the injunction, unless modified or superseded, remains in effect until the Board's determination of the issues in the principal proceeding.

would defeat the statutory purpose of ancillary relief designed to preserve the status quo pending the Board's final determination of the merits. Moreover, the court continued, the motion for a stay was tantamount to a request for the summary reversal of the very action to be reviewed on appeal. The court also held that it had no power to pass upon the union's contention that the evidence before the district court did not establish the unlawfulness of the union's conduct and therefore did not justify the injunction. These questions, the court observed, were for the Board to decide in the main proceeding.

E. Cases in Which Injunctions Were Denied

In two of the three cases in which the Board's application for an injunction under section 10 (1) was denied, the court's action was predicated upon its conclusion that there was not sufficient cause to believe that section 8 (b) (4) of the act had been violated. *Evans* v. *International Brotherhood of Electrical Workers* (Schneider), June 1, 1949 (D. C., W. Ky.); *Sperry* v. *Building Trades Council* (Steele) November 7, 1948 (D. C., Kan.), 23 L. R. R. M. 2115. In the *Schneider* case, the court was of the opinion that the picketing activities sought to be enjoined were primary and not secondary and were not intended to force the charging contractor to cease doing business with any other person in violation of section 8 (b) (4) (A). In the *Steele* case, the court likewise concluded that the picketing union had a primary dispute with the charging party over his refusal to employ union carpenters and was not engaging in secondary action to force others to cease doing business with him in violation of section 8 (b) (4) (A), and to force him to recognize a noncertified union in violation of section 8 (b) (4) (B).

In the third case, *Slater* v. *Denver Building Trades Council* (Grauman), 81 F. Supp. 490 (D. C., Colo.), the court declined to issue an injunction on the ground that the labor dispute involved did not affect commerce within the meaning of the act and that the court, was, therefore, without jurisdiction to grant relief.[24] The court's decision was reversed by the Court of Appeals for the Tenth Circuit on July 6, 1949.

4. Contempt Proceedings

During the past year, contempt proceedings were instituted in two cases in which the Board's General Counsel was of the opinion that the decree of the district court temporarily enjoining certain conduct had been violated by the respondent unions. *Evans* v. *International Typographical Union*, 81 F. Supp. 675 (D. C., So. Ind.), involving an

[24] See that court's similar holding in *Sperry* v. *Denver Building Council* (Gould & Preisner), 77 F. Supp. 321 (D. C., Colo.), Thirteenth Annual Report, p. 93.

injunction issued under section 10 (j); and *Douds* v. *Local 1250, Retail Wholesale Department Store Union,* (Oppenheim Collins) October 1 1948 (D. C., So. N. Y., Civ. No. 47–308),[25] involving an injunction issued under section 10 (1).

(a) In adjudicating the union in the *International Typographical Union* case in civil contempt of its decree,[26] the court announced the following principles:

Jurisdiction of the court.[27]—The court rejected the contention that it was without power to adjudicate the union in contempt because its judgment would lack finality and would fall upon the Board's final disposition of the merits of the case. The court pointed out that the respondent misconceived the essential nature of contempt proceedings which are neither ordinary civil actions nor prosecutions for offenses but the exertion of a power which courts must possess in order to enforce their judgments regardless of whether the latter are interlocutory or final.

Delegation of the Board's authority to institute contempt proceedings to the General Counsel.—The court held that the Board had properly delegated its power to initiate contempt proceedings to the General Counsel. The delegation of power in this respect, the court observed, was governed by the same principles which it had previously applied in approving the delegation to the General Counsel of the Board's power to initiate proceedings under section 10 (j).[28] The court continued that, since the power to bring contempt proceedings is supplemental to, and necessarily inherent in, the power to seek injunctive relief, the Board's authority to delegate the supplemental power was clearly included in its authority to delegate the principal power. The court concluded that, in view of the supplementary nature of the power to institute contempt proceedings, it was not necessary for the Board to delegate that power specifically because such a delegation was implicit in the express delegation of the general power to seek injunctive relief.

Sufficiency of allegations of contempt.—The court held that the conduct which the General Counsel alleged to be violative of the court's decree, although not identical with, or of the same nature as that upon which the decree was based, was, nevertheless, sufficient to sustain a contempt adjudication since it was related to the conduct proscribed by the decree and was calculated to bring about the prohibited objective.

[25] Reversed, 173 F. 2d 764 (C A 2), *infra*, p. 147.

[26] 76 F. Supp. 881, Thirteenth Annual Report, pp 84, 87, 89, 90, 92.

[27] The union's renewed challenge of the constitutionality of the pertinent provisions of the act and the General Counsel's power to proceed thereunder was disposed of by the court by reference to its decision in granting the injunction *Supra*, pp. 134, 135, and preceding footnote.

[28] 76 F. Supp. 881; Thirteenth Annual Report, p. 90.

Effect of issuance of intermediate report in the main proceeding before the Board.[29]—The union's contention that the intervening findings and recommendations of the trial examiner in the main proceeding were binding upon the court and precluded further inquiry in the contempt proceeding was rejected by the court. The union's conduct following upon the issuance of the injunction had not been the subject of the trial examiner's inquiry, the court pointed out. Moreover, the court concluded, the injunction could in no way be affected by the trial examiner's action since only the court itself can modify or terminate the injunction in advance of the Board's decision in the principal case. Finally, the court observed, the intermediate report in the case did not recommend the dismissal of the charges underlying the injunction and there was, therefore, no occasion for the court to exercise its discretion to modify or terminate the injunction.

The court also rejected the contention that the General Counsel having elected to try before the trial examiner the issues involved in the contempt proceedings was bound in the contempt action by the trial examiner's findings with respect to these issues. The court observed that the unfair labor practice proceeding before the Board and the contempt proceeding before the court, although dealing with the same course of conduct, were separate and distinct. The Board, the court stated, determines what, if any, permanent relief should be granted and the hearing before a trial examiner deals only with the issues which the Board must ultimately settle; the court, on the other hand, must determine whether its injunction decree has been obeyed and the matters before the Board have nothing to do with that issue.

Effect of respondent's good faith—Delay in instituting contempt proceedings.—The court rejected the union's defense that it had attempted in good faith to comply with the decree and that it had acted upon advice of counsel. The court observed that, as a matter of law, neither good faith [30] nor advice of counsel is a valid defense to an adjudication in contempt where the decree has actually been violated. Moreover, the court stated, the evidence disclosed that the union had deliberately attempted to accomplish the objective against which the injunction was directed.

Stay of contempt decree pending appeal.—In *Douds* v. *Local 1250, Retail Wholesale Department Store Union* (Oppenheim Collins), 170 F. 2d 700, the contempt order of the district court provided, upon failure to comply, for the commitment of named individual representatives of the respondent union, and payment of a fine of $20,000 by the

[29] Although the trial examiner's intermediate report did not recommend dismissal of the charges upon which the court's injunction was based, a copy of the report was furnished the court in accordance with section 203.79 of the Board's statements of procedure.

[30] Citing, *inter alia*, *N. L. R. B.* v. *Remington Rand, Inc.*, 130 F. 2d 919 (C. A. 2).

union and $1,000 per day so long as the union failed to comply with the order. Upon the union's motion the chief judge of the circuit court of appeals granted a stay of the commitment and payment of the fines imposed. Thereafter, the union moved the circuit court for a stay of the contempt order, pending appeal, except to the extent already stayed. The court declined to inquire into the question of the respondent's compliance with the contempt decree, the validity of the decree, or the excessiveness of the fines imposed. The court pointed out that under the authority of *U. S.* v. *United Mine Workers* (330 U. S. 288, 303–304), these were matters to be decided on appeal, and, especially, the proper amount of the fines imposed, since the court had no knowledge of the extent of the union's resources, the losses threatening the employer, or the amount of the penalties necessary to protect the public adequately against disobedience of the contempt order by the union, pending the decision of the Board in the unfair labor practice proceeding. The court, accordingly, denied the request for a stay of the contempt decree, pending appeal.[31] Judge Clark, dissenting, expressed the view that the fine of $1,000 for each day of noncompliance impaired the respondent's right of review and that the respondent should, therefore, be protected against the cumulation of these penalties during the pendency of the appeal.

Assessment of costs.—Following the reversal of the contempt adjudication in the *Oppenheim Collins* case (*supra*) by the Court of Appeals for the Second Circuit, the union moved the court to tax costs against the Board and the charging employer. The Board opposed the motion on the grounds that section 2412 (a), 28 U. S. C., expressly precludes liability of the United States for costs, except where Congress has specifically provided for such liability, and that if parties filing unfair labor practice charges were faced with the risk of liability for costs the effective administration of the act by the Board would be greatly impaired. On May 13, 1949, the court, without opinion, denied the motion.

A. The Alleged Contumacious Conduct

The decree in the *International Typographical Union* case (*supra*, pp. 143–145), which was held to have been violated enjoined the respondent from causing or attempting to cause employers to maintain unlawful closed-shop conditions throughout the newspaper industry by refusing to enter into customary collective-bargaining agreements, by unilaterally imposing certain conditions of employment on employers, or by other means, in violation of section 8 (b) (1) (A) and (2) of the act.[32] The court found, in the contempt proceedings, that the respond-

[31] Similarly, the Court of Appeals for the Seventh Circuit refused to stay the District Court's contempt adjudication pending appeal in *Evans* v *International Typographical Union* (*supra*). A temporary stay of the contempt decree entered upon oral application of the respondents was vacated upon written application of the General Counsel without opinion by the court.

[32] Thirteenth Annual Report, p. 92.

ents violated the decree by new proposed "form contracts," which contained competency and apprenticeship clauses which, in the court's view, discriminated against nonmembers of respondent union in violation of section 8 (b) (2) of the act and were designed to cause employers to encourage membership in the local affiliates of the respondent union in violation of the act and the injunction.

In *Douds* v. *Local 1250* (Oppenheim Collins) 173 F. 2d 763 (*supra*, pp. 145–146) the court of appeals reversed the decision of the district court which had found that the respondent union was guilty of contempt. The district court's decree on which its contempt adjudication was based had enjoined the union from engaging in a strike or inducing or encouraging the employees of the charging employer to engage in a strike by picketing the premises of the employer and other means, in order to force the employer to bargain with the union as the exclusive bargaining representative of its employees although another union had been certified by the Board as the bargaining agent of these employees. In the contempt proceeding the district court found that the union had violated this decree by picketing the employer's premises in order to force the employer to yield to the union's demands for the reinstatement of a number of employees who had previously gone on strike. The district court was of the view that the purpose of the union's conduct was to force the employer to recognize and bargain with it concerning the reinstatement of these employees, notwithstanding that another union was the certified bargaining agent. It concluded accordingly, that the union's conduct was in violation of the injunction decree.

The court of appeals held, however, that the union's attempt to negotiate with the employer for the reinstatement of the group of strikers was in the nature of a demand for the adjustment of a "grievance" and therefore permissible under the amended act since under section 9 (a) of the amended act, notwithstanding the certification of an exclusive agent under section 9, "any individual employee or group of employees [have] the right * * * to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representatives, as long as the adjustment is not inconsistent with the terms of [an existing] collective bargaining contract." This proviso, the court held, preserves the employees' common law right to bargain for themselves, singly or collectively, through a labor organization or otherwise, regarding any grievance which is not covered by the employer's contract with the certified bargaining agent or has not been bargained out by the exclusive representative. Accordingly, the court concluded that the union's post-injunction decree conduct was not a violation of the terms of the injunction.

VI

Miscellaneous Litigation

1. Subpoena Enforcement Proceedings

In *N. L. R. B.* v. *Central of Georgia Railway Co., et al.*, January 24, 1949 (D. C., So. Ga., Civil No. 430), one of the respondents resisted enforcement of the Board's subpoena, primarily on the ground that the subpoena had been issued in a representation proceeding instituted by a union which was not in compliance with the filing and affidavit requirements of the amended act. It was contended that under these circumstances the Board was without jurisdiction to proceed with an investigation under section 9 of the act. Enforcing the subpoena, the court pointed out that the jurisdiction of an administrative agency, in general, cannot be tested in a proceeding for the enforcement of the agency's subpoenas (*Oklahoma Press Publishing Co.* v. *Walling*, 327 U. S. 186 and earlier cases cited there), and that, in the case of the Board, it can be litigated only in connection with proceedings under section 10 of the act.[1]

Insofar as the particular respondent had brought a State court action to enjoin the other respondents from obeying the Board's subpoena, the court observed that the pendency of this action, to which the Board was not a party, could not defeat the paramount Federal rights of the Board. Moreover, the court enjoined the respondent from taking any action inconsistent with its order enforcing the Board's subpoena.

In *N. L. R. B.* v. *Brown and Root, Inc.*, May 15, 1949 (D. C., So. Tex., Civil No. 4922), the court enforced the Board's subpoena on the ground that the respondent had failed to apply to the Board for the revocation of the subpoena within 5 days after service thereof, as provided in section 11 (1) of the act.[2] In applying for enforcement, the Board contended that it was entitled to the information specified in the subpoena, although it was requested from a person who was not being investigated or proceeded against by the Board. The Board further contended that it was proper for the regional director who made the investigation to issue the subpoena without formal application to the Board.

[1] See also Tenth Annual Report (1945), p. 73
[2] See also sec 203 31 of the Board's Rules and Regulations.

2. Suits To Enjoin or Compel Board Action

A. Injunctions Against Representation Proceedings

The Court of Appeals for the Second Circuit, in *Fay* v. *Douds* (172 F. 2d 720), upheld the lower court's refusal to direct the Board to hold a representation hearing in which the complaining union might participate, and also sustained its refusal to enjoin the Board from holding an election and from excluding the union from the ballot on account of its noncompliance with the filing and affidavit requirements of section 9 (f), (g), and (h) of the amended act.[3]

The court held that under its earlier decision in *Fitzgerald* v. *Douds* (167 F. 2d 714),[4] there was no jurisdiction in the district court to review the Board's actions in a proceeding under section 9 of the act, except for the fact that the complaining party had raised a plausible constitutional question. The court stated further that, while the union had not been denied any constitutional right, its assertion that due process required a hearing on the question of its interest in protecting its bargaining rights was sufficient to confer upon the district court jurisdiction to decide all the issues in the case.

Concerning these issues, the court of appeals held that the union had properly been denied a hearing. The court pointed out that even if the noncomplying union had been entitled to intervene before the Board to assert the existence of a contract which might constitute a bar to the representation proceeding, there was no such issue to be decided by the Board since the union made no attempt whatever to rebut the prima facie evidence of the termination of its contract.

Continuing, the court observed that the union's interpretation of section 9 (f) [5] was not persuasive. According to the union, section 9 (f), which prohibits the Board from investigating any question of representation raised by a noncomplying labor organization, does not prevent it from participating in a representation hearing. The question of representation, the union contended, is not raised during the preelection hearing but only at the time of the election. In the court's opinion this interpretation would lead to a result which Congress could not have intended, viz, to prevent a noncomplying union from *becoming* an exclusive bargaining agent, without preventing it from seeking to maintain its status and to forestall the election of a rival union. By the same token, the court concluded, a noncomplying union may not insist upon a place on the ballot. The court pointed out that Congress cannot be presumed to have precluded the

[3] *Fay* v. *Douds*, 79 F. Supp. 582 (D C., So. N. Y.), cf. Thirteenth Annual Report (1948), pp. 72, 80.

[4] Thirteenth Annual Report (1948), pp. 72, 80.

[5] Since the court found that section 9 (f) authorized denial of a hearing to the noncomplying union it did not have occasion to consider whether noncompliance with section 9 (g) or 9 (h) would authorize a similar result.

certification of a noncomplying union and yet to have permitted its appearance on the ballot in order to prevent the election of a successor. The court held that if, under the authority of *National Maritime Union* v. *Herzog*,[6] it was constitutional to prohibit the certification of a noncomplying union it was likewise constitutional to deny such a union a place on the ballot.

Previously, applications of a union which had not complied with section 9 (f) to enjoin the conduct of an election and the certification of the results thereof, to direct the holding of a hearing and to grant the union a place on the ballot, were similarly denied in *Belle White* v. *Douds*, and *Retail, Wholesale etc. Union* v. *Douds*, 80 F. Supp. 402 (D. C., So. N. Y.), and *Belle White, et al.* v. *Herzog*, 80 F. Supp. 407 (D. C., D. C.).[7]

In the first case, the New York district court held that, under the rule of *National Maritime Union* v. *Herzog*,[8] and Judge Rifkind's opinion in *Fay* v. *Douds*,[9] the denial of a hearing to a noncomplying union was not a denial of due process and that, in the absence of a constitutional question, review of representation proceedings by the district court was precluded. The court also observed that the complainants had not exhausted their administrative remedies since they had failed to object to the conduct of the election from which they had been barred.

In view of the court's further holding that the members of the Board should have been joined in the suit as indispensable parties, the complainants renewed the attack upon the Board's representation proceedings in the second case. In that case the District Court for the District of Columbia likewise held that, since no constitutional question was involved and no constitutional right of the plaintiffs had been violated, it was without jurisdiction over the subject matter of the suit. Nor, the court concluded, did the Administrative Procedure Act afford judicial review of representation proceedings conducted by the Board.[10]

Dismissals of district court action to enjoin Board elections were upheld in *Norris, Inc.* v. *N. L. R. B.*, May 27, 1949 (C. A., D. C.), and *International Union of Operating Engineers, Local 148* v. *International Union of Operating Engineers, Local No. 2, et al.*, 173 F. 2d 557 (C. A. 8). In the *Norris* case, the employer challenged the Board's practice of determining the petitioning union's interest in the proceed-

[6] 78 F. Supp. 146, affirmed 334 U. S. 854, Thirteenth Annual Report (1948), p. 73.

[7] The individual complainant, White, had been held by the Board to be a "front" for the noncomplying union.

[8] *Supra*, footnote 6.

[9] 79 F. Supp 582, affirmed 172 F. 2d 720, *supra*, p. 149.

[10] See also *Osman* v *Douds*, Oct. 19, 1948 (D. C., So. N. Y., No. 46-729), 23 L. R. R M. 2014, petition for certiorari pending, Supreme Court No. 12, October Term, 1949.

ing administratively and of excluding evidence of such interest at the representation hearing. The employer, the court held, could not thus interrupt the process of selecting the bargaining agent of its employees and could test the validity of the election only in the manner provided in the act, i. e., following the issuance of a bargaining order based upon the election. The court concluded that the alleged financial loss and business interruption incident to the election did not constitute such irreparable injury as would entitle the employer to equitable intervention by the district court.

In the *International Union of Operating Engineers* case, two of the three competing unions sought to enjoin the holding of an election on account of their dissatisfaction with the Board's unit determination. In sustaining the dismissal of the complaint, the court reiterated the well-established rule that the courts may not interfere with interlocutory steps in representation proceedings and that Congress had entrusted the Board and not the courts with the determination of appropriate bargaining units. As in the second *Belle White* case (*supra*, p. 150), the court also held that the Board's exercise of its discretionary powers in representation proceedings was not reviewable under the Administrative Procedure Act.

In *Cities Service Oil Co.* v. *Douds*, March 7, 1949 (D. C., So. N. Y., Civil No. 49–229), the court, without determining the question of its jurisdiction, declined to enjoin the Board from holding an election and from counting the ballots. The court held that the employer had not shown such irreparable damage as would entitle it to equitable relief. In the court's opinion, the possibility that evidence concerning the alleged illegality of the Board's procedures might be lost to the employer was not cognizable damage. Nor, the court concluded, may the employer complain of any damage allegedly suffered by its employees where it has not been authorized by the employees to do so.

See also *Union Bus Lines, Inc.* v. *Elliott*, May 17, 1949 (D. C., So. Tex., Civil 602), where the court declared itself without jurisdiction to enjoin a Board hearing in a representation proceeding at the instance of the employer. The latter had alleged that it would be irreparably injured if the hearing were held while its counsel attended a session of the State legislature.[11]

B. Injunctions Against Other Proceedings

In *Bulcke* v. *Graham*, May 6, 1949 (D. C. W. Wash., No. 2250), the court denied the union's petition to restrain the General Counsel of

[11] In several other cases, applications of employers and unions to enjoin representation proceedings were denied by the respective district courts without opinion. The Board in these cases made the usual argument that the court was without jurisdiction to grant the relief requested.

the Board from seeking an injunction under section 10 (1) of the amended act in the District Court for the Territory of Alaska. The Washington court held that it was for the Alaska court to decide whether or not Congress, in enacting section 10 (j) and (1) of the amended act, had intended to confer jurisdiction on the Alaska court to grant such injunctive relief.[12] The Washington court also pointed out that if the Alaska court should assume jurisdiction, its action could be appealed to the proper court of appeals, or application could be made to that court for an extraordinary remedy in the nature of a writ of prohibition.

C. Applications to Review or Compel Action Regarding the Issuance of Complaints

In two cases in which the Board's General Counsel exercised his statutory authority [13] by refusing to issue a complaint, the parties who had filed the respective unfair labor practice charges sought to have the General Counsel's action reversed. *Adelard Lincourt* v. *N. L. R. B.*, 170 F. 2d 306 (C. A. 1); *Wilkes, et al* v. *N. L. R. B.*, July 7, 1948 (C. A. 4).[14] In dismissing the petition, the court in the *Lincourt* case held that the General Counsel's action was not reviewable. The court observed that the refusal to issue a complaint is not a "final order" which has been entered as the culmination of an unfair labor practice proceeding, and which either dismisses the complaint or remedies the unfair labor practices found. The court held that the issuance of a complaint is no less a matter for administrative discretion under the amended act than it was under the Wagner Act, and that the transfer of the function of investigating charges and issuing complaints to the General Counsel emphasizes that determinations in these matters are administrative and are not "final orders of the Board" reviewable under section 10 (f).

In the *Wilkes* case, the court dismissed the petition to review the action of the General Counsel for lack of jurisdiction, without opinion. Dismissal had been sought on grounds identical with those relied on in the *Lincourt* case.

In *Parsons* v. *Herzog, et al.*, June 16, 1949 (D. C., D. C., No. 391–49), the Board has appealed the court's order directing the Board, at the instance of the charging union, to hear and determine, under section 10 (k) of the amended act, the jurisdictional dispute underlying a charge of violation of section 8 (b) (4) (D), which forbids jurisdictional

[12] The district court for the District of Alaska, subsequently assumed jurisdiction in *Graham* v. *[International Longshoremen's Union, Local No. 16* in which the court on May 14, 1949, granted relief under section 10 (1) of the act, *supra*, p. 139

[13] Section 3(d) of the amended act provides that the General Counsel "* * * shall have final authority on behalf of the Board, in respect of the investigation of charges and issuance of complaints under section 10 * * *."

[14] See CCH, 15 Labor Cases, par. 64,798.

strikes or boycotts.[15] Contrary to the Board, the court took the view that under the language of section 10 (k), the Board is required forthwith to hear and determine the underlying jurisdictional dispute whenever a charge of violation of section 8 (b) (4) (D) has been filed, and that the charging union's right to such a hearing and determination may not be deferred until the General Counsel's field staff can investigate and determine whether the charge has prima facie merit warranting formal proceedings.

3. Litigation Against Encroachments Upon Board's Jurisdiction

A. Proceedings To Enjoin State Labor Relations Agency

In *Industrial Commission of the State of Utah* v. *N. L. R. B.*, 172 F. 2d 389 (C. A. 10), the court of appeals, on the authority of *La Crosse Telephone Corp.* v. *Wisconsin Employment Relations Board*, 336 U. S. 18 (*supra*, p. 115), upheld the order by which the district court had enjoined the Industrial Commission from certifying the result of a representation election among the employees in an industry engaged in commerce within the meaning of the National Labor Relations Act. The district court had concluded that the Commission's action invaded the Board's exclusive jurisdiction to ascertain bargaining representatives of employees in such industries.

B. Intervention in Private Suits for Injunctions Against Unfair Practices

In *Amalgamated Association of Street, Electric Railway and Motor Coach Employees et al.* v. *Dixie Motor Coach Corp.*, 170 F. 2d 902, where the Board intervened,[16] the Court of Appeals for the Eighth Circuit reversed the district court which had enjoined the union from engaging in conduct found to violate section 303 (a) of the Labor Management Relations Act. The Board pointed out to the court of appeals that conduct violative of section 303 (a) also constitutes an unfair labor practice under section 8 (b) (4) of the amended National Labor Relations Act which may be enjoined only by, or at the instance of, the Board. Sustaining the Board, the court of appeals considered itself foreclosed by the *Wagshal*[17] case where the Supreme Court held that under the Norris-LaGuardia Act secondary boycott activities in connection with a labor dispute may not be enjoined by

[15] Section 8 (b) (4) (D) provides that it is an unfair labor practice under certain circumstances to force an employer to assign work "to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization, or in another trade, craft or class." Section 10 (k) provides that, in the absence of a settlement within 10 days, the Board "is empowered and directed" to determine disputes out of which unfair labor practice charges under section 8 (b) (4) (D) have arisen.

[16] The case was briefly noted in Thirteenth Annual Report (1948) p. 80, note 42.

[17] *Bakery Sales Drivers Local Union No. 33* v. *Wagshal*, 333 U. S. 437.

the courts upon the application of private parties. The Labor Management Relations Act, the court held, removed the limitations of the Norris-LaGuardia Act only where an injunction is sought by the Board. The court concluded that the language of section 303 of the Labor Management Relations Act clearly confers no rights on private parties other than the right to seek damages for conduct made unlawful by that section and, furthermore, that both the terms and legislative history of the act unmistakably reserve the use of the injunction process to the Board. In the court's opinion, no power is left inherent in the Federal district courts to grant injunctions in connection with labor disputes upon the application of private parties.[18]

In *Reno Employers' Council* v. *Building Trades Council*, September 16, 1948 (D. C., Nev.), and *Mills* v. *United Association of Journeymen*, December 16, 1948 (D. C., W. Mo.), where the Board likewise intervened, injunctions sought by the employer against union unfair labor practices were denied without opinion.

[18] See also Thirteenth Annual Report (1948) pp. 78–80.

VII

Fiscal Statement

The expenditures and obligations for fiscal year ended June 30, 1949, are as follows:

Salaries	$6, 538, 918
Travel	581, 968
Transportation of things	21, 889
Communication services	242, 000
Rents and utility services	365, 353
Printing and reproduction	291, 137
Other contractual services	151, 169
Supplies and materials	120, 234
Equipment	143, 085
Grand total, obligations and expenditures for salaries and expenses	8, 455, 753

APPENDIX A

STATISTICAL TABLES COVERING THE FISCAL YEAR 1949

The following tables present the fully detailed statistical record of cases received and handled during the fiscal year 1949.

Table 1.—Number of cases received, closed, and pending by identification of complainant or petitioner, fiscal year 1949

	Number of cases					
	Total	Identification of complainant or petitioner				
		A. F. of L affiliates	C I O affiliates	Unaffiliated unions	Individuals	Employers
	All cases					
Cases pending July 1, 1948	12,644	7,290	2,214	1,810	1,013	317
Cases received July 1, 1948–June 30, 1949	25,874	14,891	4,053	3,525	2,417	988
Cases on docket July 1, 1948–June 30, 1949	38,518	22,181	6,267	5,335	3,430	1,305
Cases closed July 1, 1948–June 30, 1949	32,796	19,865	5,129	4,748	2,077	977
Cases pending June 30, 1949	5,722	2,316	1,138	587	1,353	328
	Unfair labor practice cases					
Cases pending July 1, 1948	2,399	615	584	174	840	186
Cases received July 1, 1948–June 30, 1949	5,314	1,523	780	461	2,041	509
Cases on docket July 1, 1948–June 30, 1949	7,713	2,138	1,364	635	2,881	695
Cases closed July 1, 1948–June 30, 1949	4,664	1,316	786	459	1,614	489
Cases pending June 30, 1949	3,049	822	578	176	1,267	206
	Representation cases					
Cases pending July 1, 1948	2,837	1,379	553	601	173	131
Cases received July 1, 1948–June 30, 1949	8,370	4,452	1,713	1,356	370	479
Cases on docket July 1, 1948–June 30, 1949	11,207	5,831	2,266	1,957	543	610
Cases closed July 1, 1948–June 30, 1949	9,245	4,853	1,839	1,607	458	488
Cases pending June 30, 1949	1,962	978	427	350	85	122
	Union-shop authorization cases					
Cases pending July 1, 1948	7,408	5,296	1,077	1,035	----------	----------
Cases received July 1, 1948–June 30, 1949	[1] 12,190	8,916	1,560	1,708	6	----------
Cases on docket July 1, 1948–June 30, 1949	[1] 19,598	14,212	2,637	2,743	6	----------
Cases closed July 1, 1948–June 30, 1949	[2] 18,887	13,696	2,504	2,682	5	----------
Cases pending June 30, 1949	[3] 711	516	133	61	1	----------

[1] Includes 8 UD cases.
[2] Includes 7 UD cases.
[3] Includes 1 UD case.

Table 1A.—Number of unfair labor practice cases received, closed, and pending, by identification of complainant, fiscal year 1949

	Total	Number of cases				
		Identification of complainant				
		A. F of L affiliates	C. I O affiliates	Unaffiliated unions	Individuals	Employers
	NLRA—C cases [1]					
Cases pending July 1, 1948	691	239	348	40	64	
Cases received July 1, 1948—June 30, 1949						
Cases on docket July 1, 1948–June 30, 1949	691	239	348	40	64	
Cases closed July 1, 1948–June 30, 1949	337	110	152	38	37	
Cases pending June 30, 1949	354	129	196	2	27	
	CA cases [1]					
Cases pending July 1, 1948	1,389	370	235	122	662	
Cases received July 1, 1948–June 30, 1949	4,154	[2] 1,485	764	436	1,469	
Cases on docket July 1, 1948–June 30, 1949	5,543	1,855	999	558	2,131	
Cases closed July 1, 1948–June 30, 1949	3,380	[2] 1,179	621	396	1,184	
Cases pending June 30, 1949	2,163	676	378	162	947	
	CB cases [1]					
Cases pending July 1, 1948	217	6	1	10	111	89
Cases received July 1, 1948–June 30, 1949	820	29	15	17	559	200
Cases on docket July 1, 1948–June 30, 1949	1,037	35	16	27	670	289
Cases closed July 1, 1948–June 30, 1949	622	20	12	16	380	194
Cases pending June 30, 1949	415	15	4	11	290	95
	CC cases [1]					
Cases pending July 1, 1948	83	0	0	0	2	81
Cases received July 1, 1948–June 30, 1949	268	2	0	5	10	251
Cases on docket July 1, 1948–June 30, 1949	351	2	0	5	12	332
Cases closed July 1, 1948–June 30, 1949	250	2	0	5	10	233
Cases pending June 30, 1949	101	0	0	0	2	99
	CD cases [1]					
Cases pending July 1, 1948	19	0	0	2	1	16
Cases received July 1, 1948–June 30, 1949	72	7	1	3	3	58
Cases on docket July 1, 1948–June 30, 1949	91	7	1	5	4	74
Cases closed July 1, 1948–June 30, 1949	75	5	1	4	3	62
Cases pending June 30, 1949	16	2	0	1	1	12

[1] See appendix B, for definition of types of cases
[2] Includes 2 cases filed jointly by A. F. L and unaffiliated unions.

Table 1B.—Number of representation cases, and union-authorization cases received, closed, and pending by identification of petitioner, fiscal year 1949

	Total	Number of cases				
		Identification of petitioner				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals	Employers
	NLRA—R cases [1]					
Cases pending July 1, 1948	204	95	75	28		6
Cases received July 1, 1948–June 30, 1949						
Cases on docket July 1, 1948–June 30, 1949	204	95	75	28		6
Cases closed July 1, 1948–June 30, 1949	177	85	59	27		6
Cases pending June 30, 1949	27	10	16	1		0
	RC cases [1]					
Cases pending July 1, 1948	2,337	1,283	478	566	10	
Cases received July 1, 1948–June 30, 1949	7,521	4,449	1,713	1,347	12	
Cases on docket July 1, 1948–June 30, 1949	9,858	5,732	2,191	1,913	22	
Cases closed July 1, 1948–June 30, 1949	8,131	4,764	1,780	1,567	20	
Cases pending June 30, 1949	1,727	968	411	346	2	
	RM cases [1]					
Cases pending July 1, 1948	125					125
Cases received July 1, 1948–June 30, 1949	479					479
Cases on docket July 1, 1948–June 30, 1949	604					604
Cases closed July 1, 1948–June 30, 1949	482					482
Cases pending June 30, 1949	122					122
	RD cases [1]					
Cases pending July 1, 1948	171	1	0	7	163	
Cases received July 1, 1948–June 30, 1949	370	3	0	9	358	
Cases on docket July 1, 1948–June 30, 1949	541	4	0	16	521	
Cases closed July 1, 1948–June 30, 1949	455	4	0	13	438	
Cases pending June 30, 1949	86	0	0	3	83	
	UA cases [1]					
Cases pending July 1, 1948	7,408	5,296	1,077	1,035		
Cases received July 1, 1948–June 30, 1949	[2] 12,190	8,916	1,560	[3] 1,708	[4] 6	
Cases on docket July 1, 1948–June 30, 1949	19,598	14,212	2,637	2,743	[4] 6	
Cases closed July 1, 1948–June 30, 1949	18,887	13,696	2,504	2,682	[4] 5	
Cases pending June 30, 1949	711	516	133	61	[4] 1	

[1] See appendix B, for definition of type of cases.
[2] Includes 8 UD cases.
[3] Includes 2 UD cases.
[4] UD cases.

Table 2.—Monthly distribution of cases received during the fiscal year 1949

Month	Cases received									
		Number			Percent of yearly total			Percent of monthly total		
	All cases	Unfair labor practice cases	Representation cases	Union-shop authorization cases	Unfair labor practice cases	Representation cases	Union-shop authorization cases	Unfair labor practice cases	Representation cases	Union-shop authorization cases
Total	25,874	5,314	8,370	[1] 12,190	100 0	100 0	100 0	20 5	32 4	47.1
1948										
July	3,749	321	776	2,652	6.1	9 3	21.8	8 6	20 7	70 7
August	3,495	373	853	2,269	7.0	10 2	18.6	10 7	24.4	64 9
September	3,081	561	633	1,887	10 6	7 6	15.5	18 2	20.5	61 3
October	2,426	373	724	1,329	7 0	8 6	10 9	15 4	29 8	54 8
November	2,091	394	705	992	7 4	8 4	8.1	18 8	33.7	47 5
December	1,663	410	540	713	7.7	6.5	5.8	24 6	32 5	42.9
1949										
January	1,343	435	548	360	8 2	6 5	3 0	32 4	40 8	26.8
February	1,431	451	663	317	8 5	7 9	2 6	31.5	46 3	22 2
March	1,674	510	785	379	9.6	9 4	3 1	30 5	46 9	22 6
April	1,495	491	650	354	9 2	7 8	2 9	32.8	43 5	23 7
May	1,685	446	795	444	8 4	9 5	3 6	26 5	47 2	26.3
June	1,741	549	698	494	10 3	8 3	4 1	31 5	40.1	28 4

[1] Includes 8 UD cases.

Table 3.—Types of unfair labor practices alleged in charges filed during the fiscal year 1949

A CHARGES FILED AGAINST AN EMPLOYER UNDER SEC. 8 (a)

	Number of cases showing specific allegations	Percent of total
Subsections of Sec. 8 (a)		
Total	4,154	100 0
8 (a) (1)	350	8.4
8 (a) (1) (2)	282	6.8
8 (a) (1) (3)	2,197	52 9
8 (a) (1) (4)	5	.1
8 (a) (1) (5)	629	15 1
8 (a) (1) (2) (3)	185	4 5
8 (a) (1) (2) (5)	24	6
8 (a) (1) (3) (4)	59	1 4
8 (a) (1) (3) (5)	372	9 0
8 (a) (1) (4) (5)	1	(1)
8 (a) (1) (2) (3) (4)	6	.1
8 (a) (1) (2) (3) (5)	32	.8
8 (a) (1) (3) (4) (5)	7	.2
8 (a) (1) (2) (3) (4) (5)	5	.1
Recapitulation		
8 (a) (1)	4,154	100 0
8 (a) (2)	534	12.9
8 (a) (3)	2,863	68 9
8 (a) (4)	83	2 0
8 (a) (5)	1,070	25.8

Table 3.—Types of unfair labor practices alleged in charges filed during the fiscal year 1949—Continued

B CHARGES FILED AGAINST A UNION UNDER SEC 8 (b)

	Number of cases showing specific allegations	Percent of total
Subsections of Sec 8 (b)		
Total	1,160	100 0
8 (b) (1)	112	9 6
8 (b) (2)	190	16 4
8 (b) (3)	35	3 0
8 (b) (4)	223	19 2
8 (b) (5)	3	3
8 (b) (6)	10	9
8 (b) (1) (2)	381	32 8
8 (b) (1) (3)	27	2 3
8 (b) (1) (4)	54	4 7
8 (b) (1) (5)	1	1
8 (b) (1) (6)	1	1
8 (b) (2) (3)	7	6
8 (b) (2) (4)	10	9
8 (b) (2) (6)	3	3
8 (b) (3) (4)	7	6
8 (b) (3) (6)	5	4
8 (b) (1) (2) (3)	35	3 0
8 (b) (1) (2) (4)	33	2 8
8 (b) (1) (2) (5)	4	3
8 (b) (1) (2) (6)	2	0 2
8 (b) (1) (3) (4)	5	4
8 (b) (1) (3) (6)	2	.2
8 (b) (2) (3) (4)	1	.1
8 (b) (1) (2) (4) (6)	1	.1
8 (b) (2) (5) (6)	1	.1
8 (b) (1) (2) (3) (4)	6	.5
8 (b) (1) (2) (3) (6)	1	.1
Recapitulation of Allegations [1]		
8 (b) (1)	665	57 3
8 (b) (2)	675	58 2
8 (b) (3)	131	11 3
8 (b) (4)	340	29 3
8 (b) (5)	9	8
8 (b) (6)	26	2.2
Analysis of Sec 8 (b) (1)		
8 (b) (1) (A)	644	55 5
8 (b) (1) (B)	29	2.5

C. CHARGES FILED AGAINST A UNION UNDER SEC. 8 (b) (4)

Total	340	100 0
8 (b) (4) (A)	157	46 2
8 (b) (4) (B)	3	9
8 (b) (4) (C)	15	4 4
8 (b) (4) (D)	72	21 2
8 (b) (4) (A) (B)	74	21 7
8 (b) (4) (A) (C)	3	.9
8 (b) (4) (A) (D)	3	.9
8 (b) (4) (B) (C)	2	6
8 (b) (4) (C) (D)	1	.3
8 (b) (4) (A) (B) (C)	9	2 6
8 (b) (4) (A) (B) (D)	1	3
Recapitulation of Allegations [1]		
8 (b) (4) (A)	247	72 6
8 (b) (4) (B)	89	26 2
8 (b) (4) (C)	30	8 8
8 (b) (4) (D)	77	22 6

[1] A single case may include allegations of violations of more than one section of the act.

Table 4.—Geographic distribution of unfair labor practice, representation, and union-authorization cases received during the fiscal year 1949

Division and State [1]	All cases	Unfair labor practice cases				Representation cases			Union-authorization cases [2]
		CA [2]	CB [2]	CC [2]	CD [2]	RC [2]	RM [2]	RD [2]	
New England	1,871	271	41	31	8	594	21	16	889
Maine	192	21	6	0	1	42	1	2	119
New Hampshire	114	17	0	0	0	38	3	1	55
Vermont	72	11	1	0	0	28	0	0	32
Massachusetts	1,078	142	26	9	5	329	14	10	543
Rhode Island	134	26	2	0	0	55	1	2	48
Connecticut	281	54	6	22	2	102	2	1	92
Middle Atlantic	5,425	902	275	76	15	1,522	113	58	2,464
New York	2,994	533	182	43	10	843	53	30	[3] 1,300
New Jersey	922	155	47	13	3	296	19	8	381
Pennsylvania	1,509	214	46	20	2	383	41	20	783

See footnotes at end of table.

Table 4.—Geographic distribution of unfair labor practice, representation, and union-authorization cases received during the fiscal year 1949—Continued

Division and State [1]	All cases	Unfair labor practice cases				Representation cases			Union authorization cases [2]
		CA [2]	CB [2]	CC [2]	CD [2]	RC [2]	RM [2]	RD [2]	
East North Central	6,036	804	122	30	12	1,662	92	96	3,218
Ohio	1,518	216	27	6	1	501	18	24	725
Indiana	835	120	21	6	1	233	22	10	422
Illinois	1,736	224	42	12	10	459	26	26	937
Michigan	1,346	199	29	2	0	355	18	31	[4] 712
Wisconsin	601	45	3	4	0	114	8	5	422
West North Central	2,898	360	22	9	5	852	45	22	1,583
Iowa	194	31	0	0	0	90	4	2	67
Minnesota	536	29	4	1	1	125	15	7	354
Missouri	1,747	209	18	8	3	462	18	10	1,019
North Dakota	21	2	0	0	0	12	2	1	4
South Dakota	12	0	0	0	0	11	1	0	0
Nebraska	109	53	0	0	0	48	4	1	3
Kansas	279	36	0	0	1	104	1	1	136
South Atlantic	1,666	462	48	15	1	565	35	43	497
Delaware	51	10	0	0	0	20	0	1	20
Maryland	436	40	9	3	1	78	9	6	[4] 290
District of Columbia	138	16	2	2	0	25	4	1	88
Virginia	162	57	4	1	0	88	2	10	0
West Virginia	190	32	9	6	0	70	2	3	68
North Carolina	192	101	1	0	0	71	7	12	0
South Carolina	94	28	2	0	0	35	0	2	27
Georgia	240	123	11	2	0	92	4	6	2
Florida	163	55	10	1	0	86	7	2	2
East South Central	903	210	26	13	0	379	12	20	243
Kentucky	320	36	5	3	0	130	2	3	141
Tennessee	253	99	14	5	0	125	5	5	0
Alabama	221	51	4	3	0	77	3	10	[4] 73
Mississippi	109	24	3	2	0	47	2	2	29
West South Central	1,157	315	31	18	6	458	20	29	280
Arkansas	125	44	1	2	0	72	3	2	1
Louisiana	365	80	24	9	1	66	1	3	181
Oklahoma	230	38	1	2	2	80	4	8	95
Texas	437	153	5	5	3	240	12	16	3
Mountain	981	109	18	19	2	305	25	6	497
Montana	261	23	6	4	0	35	3	1	189
Idaho	154	17	1	2	0	32	1	0	101
Wyoming	23	2	0	0	0	12	1	0	8
Colorado	243	38	6	4	1	99	3	3	89
New Mexico	107	15	4	4	0	48	0	0	36
Arizona	47	2	1	0	1	31	11	1	0
Utah	134	11	0	4	0	40	4	1	74
Nevada	12	1	0	1	0	8	2	0	0
Pacific	4,587	594	212	56	20	1,090	112	76	2,427
Washington	753	68	39	6	1	144	24	7	[4] 464
Oregon	758	60	11	7	5	186	15	8	466
California	3,076	466	162	43	14	760	73	61	[3] 1,497
Outlying areas	349	127	25	1	3	93	4	4	92
Alaska	25	5	4	0	2	10	0	0	4
Hawaii	38	6	1	0	0	18	0	2	11
Puerto Rico	286	116	20	1	1	65	4	2	77
Nation-wide	1	0	0	0	0	1	0	0	0

[1] The States are grouped according to the method used by the Bureau of the Census, U. S. Department of Commerce.
[2] See appendix B, for definition of types of cases.
[3] Includes 2 UD cases.
[4] Includes 1 UD case.

Table 5.—Industrial distribution of unfair labor practice, representation, and union-authorization cases received during the fiscal year 1949

Industrial group [1]	All cases	Unfair labor practice cases				Representation cases			Union-authorization cases [2]
		CA [2]	CB [2]	CC [2]	CD [2]	RC [2]	RM [2]	RD [2]	
Total	25,874	4,154	820	268	72	7,521	479	370	[3] 12,190
Manufacturing	15,482	2,441	312	89	25	4,729	234	258	7,394
Food and kindred products	3,392	411	48	14	2	833	42	45	[4] 1,997
Tobacco manufactures	42	9	0	0	0	13	3	1	16
Textile-mill products	623	158	14	3	0	188	14	15	231
Apparel and other finished products made from fabrics and similar materials	556	155	27	8	0	148	13	10	195
Lumber and wood products	1,025	162	11	10	8	323	17	10	484
Furniture and fixtures	589	146	15	5	0	154	14	12	243
Paper and allied products	601	76	5	2	1	200	8	6	303
Printing, publishing, and allied industries	1,007	116	27	3	2	220	11	5	[4] 623
Chemicals and allied products	785	113	15	7	1	307	15	19	308
Products of petroleum and coal	317	92	7	4	2	96	2	15	99
Rubber products	128	28	2	1	0	47	1	3	46
Leather and leather products	389	59	19	3	0	95	3	2	199
Stone, clay, and glass products	604	72	6	1	0	179	12	14	320
Primary metal industries	728	94	14	1	1	263	5	12	338
Fabricated metal products (except machinery and transportation equipment)	1,190	149	17	5	3	411	18	19	568
Machinery (except electrical)	1,435	215	26	4	3	481	19	34	[4] 653
Electrical machinery, equipment, and supplies	536	94	10	1	0	217	17	12	185
Transportation equipment	718	126	30	10	2	256	8	17	269
Aircraft and parts	123	22	3	1	1	54	1	2	39
Ship and boat building and repairing	154	19	13	9	1	40	4	5	63
Automotive and other transportation equipment	441	85	14	0	0	162	3	10	167
Professional, scientific, and controlling instruments	181	24	3	0	0	86	0	0	68
Miscellaneous manufacturing	645	142	16	7	0	212	12	7	249
Agriculture, forestry, and fisheries	2	1	1	0	0	0	0	0	0
Mining	228	49	17	9	0	77	11	7	58
Metal mining	46	7	3	0	0	31	1	1	3
Coal mining	42	16	14	5	0	3	2	0	2
Crude petroleum and natural gas production	45	9	0	4	0	11	5	5	11
Nonmetallic mining and quarrying	95	17	0	0	0	32	3	1	42
Construction	860	202	144	72	36	136	13	1	256
Wholesale trade	2,397	258	48	26	1	637	32	28	[5] 1,367
Retail trade	2,607	345	74	22	0	858	90	23	1,195
Finance, insurance, and real estate	437	245	4	4	0	112	4	3	65
Transportation, communication, and other public utilities	2,915	432	140	37	9	713	70	40	1,474
Highway passenger transportation	256	50	6	3	0	71	12	7	107
Highway freight transportation	1,070	136	35	22	4	149	14	8	[4] 702
Water transportation	317	69	69	2	2	75	0	2	98
Warehousing and storage	374	31	11	3	0	89	2	5	233
Other transportation	86	16	3	2	0	28	0	3	34
Communication	556	94	11	4	1	193	40	7	206
Heat, light, power, water, and sanitary services	256	36	5	1	2	108	2	8	94
Services	946	181	80	9	1	259	25	10	[4] 381

[1] Source. Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1945

[2] See appendix B, for definition of types of cases.

[3] Includes 8 UD cases.

[4] Includes 1 UD case

[5] Includes 3 UD cases.

Table 6.—Regional distribution of cases received during the fiscal year 1949

Location of regional offices	All cases	Unfair labor practice cases [1]	Representation cases [1]	Union-authorization cases [1]
Total	25,874	5,314	8,370	12,190
Boston	1,790	317	608	865
New York	2,906	756	975	[2] 1,175
Buffalo	846	173	219	[2] 454
Philadelphia	1,161	203	335	623
Baltimore and subregions	1,205	363	383	459
Baltimore	736	129	226	[2] 381
Winston-Salem	183	95	88	0
Santurce, P. R.	286	139	69	78
Pittsburgh	805	153	256	396
Detroit	1,274	212	373	[2] 689
Cleveland	1,043	170	330	543
Cincinnati and subregion	1,520	221	578	721
Cincinnati	962	130	393	439
Indianapolis	558	91	185	282
Atlanta	1,012	540	396	[2] 76
Chicago and subregion	1,961	255	555	1,151
Chicago	1,759	249	544	966
Milwaukee [2]	202	6	11	185
St. Louis	1,679	266	443	970
New Orleans and subregion	660	230	259	171
New Orleans	502	177	156	169
Memphis	158	53	103	2
Fort Worth and subregions	773	209	401	163
Fort Worth	455	97	234	124
El Paso	133	34	60	39
Houston	185	78	107	0
Kansas City and subregion	1,171	206	452	513
Kansas City	894	155	326	413
Denver	277	51	126	100
Minneapolis	867	82	328	457
Seattle and subregion	1,914	260	466	1,188
Seattle	1,121	174	252	695
Portland	793	86	214	[3] 493
San Francisco	1,207	244	401	562
Los Angeles and subregion	2,080	454	612	1,014
Los Angeles	2,044	448	592	[4] 1,004
Honolulu	36	6	20	10

[1] See appendix B, for definition of types of cases.
[2] July-September 1948.
[3] Includes 1 UD case.
[4] Includes 2 UD cases.

Table 7.—Disposition of unfair labor practice cases closed, by stage and method, during the fiscal year 1949

Stage and method	All C cases [1]		NLRA C cases [1]		LMRA CA cases [1]		LMRA other C cases [1]	
	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed
Total number of cases closed	4,664	100.0	337	100 0	3,380	100.0	947	100 0
Before formal action, total	4,199	90 0	132	39.2	3,186	94 3	881	93 0
Adjusted	951	20 4	34	10.1	778	23 0	139	14 7
Withdrawn	2,151	46 1	26	7 7	1,625	48 1	500	52 8
Dismissed	1,086	23.3	72	21.4	781	23 1	233	24 6
Closed otherwise	11	2	0	0	2	.1	9	9
After formal action, total	465	10 0	205	60 8	194	5 7	66	7 0
Before hearing	106	2 3	9	2 7	69	2 0	28	3.0
Adjusted	62	1.4	6	1.8	44	1 3	12	1 3
Withdrawn	24	.5	0	0	11	3	13	1.4
Dismissed	20	4	3	.9	14	.4	3	.3
After hearing	57	1.2	21	6 2	23	7	13	1 3
Adjusted	20	.4	10	3 0	6	.2	4	4
Compliance with intermediate report	15	3	7	2 0	6	.2	2	.2
Withdrawn	10	2	0	0	3	1	7	.7
Dismissed	12	.3	4	1 2	8	.2	0	.0
After Board decision	156	3 4	110	32.6	35	1 0	11	1.2
Compliance	77	1 7	61	18 1	13	.4	3	3
Dismissed	64	1 4	34	10.1	22	6	8	.9
Otherwise	15	3	15	4.4	0	.0	0	.0
After court action	146	3 1	65	19 3	67	2 0	14	1 5
Compliance with consent decree	103	2 2	22	6 5	67	2 0	14	1.5
Compliance with court order	31	.6	31	9.2	0	0	0	0
Dismissed	8	2	8	2 4	0	.0	0	.0
Closed otherwise	4	.1	4	1.2	0	.0	0	.0

[1] See appendix B, for types of cases.

Table 8.—Disposition of representation cases closed, by stage and method, during the fiscal year 1949

Stage and method	All R cases [1]		NLRA, R cases [1]		RC cases [1]		RM cases [1]		RD cases [1]	
	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed	Number of cases	Percent of cases closed
Total number of cases closed	9,245	100.0	177	100 0	8,131	100 0	482	100 0	455	100 0
Before formal action, total	7,017	75 9	39	22 0	6,233	76 7	406	84 2	339	74 5
Adjusted	4,219	45 6	8	4 5	4,002	49 2	138	28 6	71	15 6
Consent election	3,507	37.9	6	3 4	3,327	40 9	108	22 4	66	14 5
Stipulated election	616	6 7	2	1 1	587	7 2	22	4 6	5	1 1
Recognition	96	1.0	0	0	88	1 1	8	1 6	0	0
Withdrawn	2,117	22 9	10	5 6	1,777	21 9	179	37 1	151	33 2
Dismissed	639	6 9	21	11 9	414	5 1	87	18.1	117	25 7
Otherwise	42	.5	0	.0	40	.5	2	.4	0	0
After formal action, total	2,228	24 1	138	78 0	1,898	23 3	76	15 8	116	25 5
Before hearing	267	2 9	2	1 1	219	2 7	23	4 8	23	5 1
Adjusted	133	1 4	1	6	118	1 5	10	2.1	4	.9
Consent election	97	1 1	0	.0	85	1 1	8	1 7	4	.9
Stipulated election	33	.4	1	.6	31	.4	1	2	0	0
Recognition	3	(2)	0	.0	2	(2)	1	2	0	0
Withdrawn	117	1.3	1	5	93	1 1	10	2 1	13	2 9
Dismissed	17	2	0	0	8	1	3	6	6	1 3
After hearing	255	2 8	11	6 2	216	2 6	12	2 5	16	3 5
Adjusted	143	1 6	6	3 4	122	1 5	7	1 5	8	1 8
Consent election	100	1 1	5	2 8	85	1 1	5	1 0	5	1 1
Stipulated election	39	4	1	6	33	.4	2	.5	3	.7
Recognition	4	1	0	0	4	(2)	0	0	0	0
Withdrawn	106	1.1	4	2 2	90	1 1	5	1 0	7	1 5
Dismissed	6	1	1	.6	4	(2)	0	0	1	2
After Board decision	1,706	18 4	125	70.7	1,463	18 0	41	8 5	77	16 9
Certified after Board ordered election	862	9 3	62	35 1	767	9 4	17	3 5	16	3 5
Dismissed	717	7.7	49	27.7	617	7 6	24	5 0	27	5 9
Without election	379	4 1	22	12 4	319	3 9	15	3.1	23	5 0
After Board ordered election	338	3 6	27	15.3	298	3.7	9	1 9	4	.9
Withdrawn	94	1 0	14	7 9	79	1 0	0	0	1	2
Decertified	33	.4							33	7 3

[1] See appendix B, for types of cases.

[2] Less than 0.1 percent.

Table 9.—Disposition of union-shop authorization cases closed, by stage and method, during the fiscal year 1949

Stage and method	Number of cases	Percent of cases closed
Total number of cases closed	[1] 18,887	100 0
Before formal action, total	18,863	99. 9
Adjusted	16,356	86. 6
Consent election—authorized	15,026	79. 6
Consent election—not authorized	492	2 6
Stipulated election—authorized	58	. 3
Stipulated election—not authorized	2	[2]
Regional director directed election—authorized	739	3. 9
Regional director directed election—not authorized	39	2
Withdrawn	[1] 2,183	11 6
Dismissed	320	1. 7
Otherwise	4	[2]
After formal action, total	24	. 1
Adjusted-consent election—authorized	1	[2]
After board-ordered election—authorized	11	[2]
After regional director directed election and hearing on objections	12	. 1
Authorized	6	[2]
Not authorized	2	[2]
Withdrawn	2	[2]
Dismissed	2	[2]

[1] Includes 7 UD cases.
[2] Less than 0.1 percent

Table 10.—Remedial action taken in unfair labor practice cases closed during the fiscal year 1949, by identification of complainant

A CASES FILED UNDER SEC. 8 OF NLRA

Types of remedy	Total	Identification of complainant			
		A F of L affiliates	C. I O. affiliates	Unaffiliated unions	Individuals
	Cases				
Notice posted	142	55	62	19	6
Company union disestablished	15	6	7	1	1
Workers placed on preferential hiring list	4	3	1	0	0
Collective bargaining begun	28	12	13	3	0
	Workers				
Workers reinstated to remedy discriminatory discharge	280	81	166	31	2
Workers receiving back pay	463	135	227	92	9
Back-pay awards	$282,650	$66,780	$139,320	$72,700	$3,850

B. CASE FILED UNDER SEC. 8 (A) OF LMRA

	Cases				
Notice posted	636	223	111	107	195
Company union disestablished	23	10	3	4	6
Workers placed on preferential hiring list	89	19	11	10	49
Collective bargaining begun	200	101	40	57	2
	Workers				
Workers reinstated to remedy discriminatory discharge	1,139	375	190	206	368
Workers receiving back pay	1,478	432	308	398	340
Back-pay awards	$315,060	$73,690	$64,380	$28,940	$148,050

Table 11.—Remedial action taken in cases closed involving Sec. 8 (b) of LMRA, during the fiscal year 1949

Types of remedy	Number of cases	Types of remedy	Number of workers
Notice posted	75	Workers reinstated to remedy discriminatory discharge	39
Preferential reinstatement	3	Union membership made available by agreement	14
Collective bargaining begun	13	Workers receiving back pay	53
		Back-pay awards	$8,230

Types of allegations in cases involving Sec. 8 (b) of LMRA in which remedial action was taken during the fiscal year 1949	Number of cases	Types of allegations in cases involving Sec. 8 (b) of LMRA in which remedial action was taken during the fiscal year 1949	Number of cases
8 (b) (1)	98	8 (b) (4)	73
8 (b) (2)	74	8 (b) (5)	12
8 (b) (3)	15	8 (b) (6)	18

Table 12.—Formal actions taken during the fiscal year 1949

	All cases		Unfair labor practice cases						Representation cases				Union-authorization cases	
			NLRA C cases [1]		LMRA C cases [1]				NLRA R cases [1]		LMRA R cases [1]			
					CA cases [1]		Other C cases							
	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]	Number of cases	Formal actions [2]
Complaints issued	617	424	76	61	399	309	142	88						
Notices of hearing issued	2,129	1,713					18	14	17	9	2,085	1,686	9	8
Cases heard	2,242	1,768	94	73	235	213	85	51	26	12	1,795	1,443	7	6
Intermediate reports issued	328	237	86	76	185	138	57	35						
Decisions issued:	3,365	2,891	193	174	227	145	64	42	69	50	2,429	2,111	383	383
Decisions and orders	[3] 342	261	169	150	127	83	46	32						
Decisions and consent orders	142	91	24	24	100	62	18	10						
Elections directed	1,454	1,222							43	31	1,400	1,184	11	11
Certifications and dismissals after stipulated elections	753	743							8	5	684	677	61	61
Dismissals on record	363	263							18	14	345	250		
Certifications after regional director directed elections	311	311											311	311

[1] See appendix B, for definition of types of cases.

[2] The figure for actions is less than the number of cases involved because a group of individual cases are sometimes consolidated for action. Where a NLRA case is consolidated with a LMRA case, or where a LMRA CA case is consolidated with another LMRA C case, it is counted once under each type of case and once in the total. Therefore the sum of the figures under each type of case may add up to more than the total for all formal actions.

[3] Includes 44 cases decided by adoption of intermediate report in absence of exceptions.

Table 13.—Types of elections conducted during the fiscal year 1949

Type of case	Total elections		Type of election							
	Number	Percent	Consent [1]		Stipulated [2]		Regional director directed		Board ordered	
			Number	Percent	Number	Percent	Number	Percent	Number	Percent
All elections, total	20,720	100 0	18,046	87 1	704	3 4	654	3.1	1,316	6 4
Eligible voters, total	2,341,456	100.0	1,712,375	73 1	133,844	5 7	276,199	11 8	219,038	9.4
Valid votes, total	2,004,418	100 0	1,466,114	73 1	115,540	5 8	231,558	11 6	191,206	9 5
NLRA, R cases,[3] total	75	100 0	9	12 0	3	4 0			63	84.0
Eligible voters	10,704	100 0	770	7 2	268	2 5			9,666	90 3
Valid votes	9,250	100 0	656	7.1	237	2 6			8,357	90 3
RC cases,[3] total	5,282	100 0	3,495	66 2	620	11 7			1,167	22.1
Eligible voters	541,283	100 0	249,617	46 1	97,966	18 1			193,700	35 8
Valid votes	476,181	100 0	220,779	46 4	86,287	18 1			169,115	35 5
RM cases,[3] total	157	100 0	112	71 3	22	14.0			23	14 7
Eligible voters	36,774	100 0	15,420	41 9	19,251	52 4			2,103	5 7
Valid votes	30,817	100 0	13,473	43 7	15,479	50 2			1,865	6 1
RD cases,[3] total	132	100 0	73	55.3	7	5 3			52	39 4
Eligible voters	18,773	100 0	5,926	31 6	1,848	9 8			10,999	58 6
Valid votes	17,078	100 0	5,533	32 4	1,719	10 1			9,826	57.5
UA cases,[3] total	15,074	100 0	14,357	95 3	52	3	654	4 3	11	.1
Eligible voters	1,733,922	100 0	1,440,642	83 1	14,511	.8	276,199	15 9	2,570	.2
Valid votes	1,471,092	100 0	1,225,673	83 3	11,818	8	231,558	15 8	2,043	.1

[1] Consent elections are held upon the agreement of all parties concerned and are certified by the regional director.
[2] Stipulated elections are held upon the agreement of all parties, but provide for certification by the Board.
[3] See appendix B, for types of cases.

Table 14.—Number of collective bargaining elections and number of votes cast for participating unions during the fiscal year 1949

Participating unions	Number of elections	Elections won by—							Eligible voters		Valid votes cast for—							
		A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union	Number	Percent casting valid votes	Total	A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union
		Number	Percent	Number	Percent	Number	Percent					Number	Percent	Number	Percent	Number	Percent	
Total	5,514	2,092	37 9	858	15 6	939	17.0	1,625	588,761	87.7	516,248	131,345	25 5	155,482	30 1	90,533	17 5	138,888
A. F. of L. affiliates	2,736	1,789	65 4	------	------	------	------	947	159,399	88.1	140,434	79,642	56 7	------	------	------	------	60,792
C. I. O. affiliates	996	------	------	633	63 6	------	------	363	143,840	87 2	125,471	------	------	79,656	63 5	------	------	45,815
Unaffiliated unions	942	------	------	------	------	715	75 9	227	55,878	86 7	48,420	------	------	------	------	32,402	66 9	16,018
A. F. of L. affiliates-C. I. O. affiliates	[1] 377	154	40 8	168	44 6	------	------	55	78,417	88 6	69,505	25,760	37 1	34,067	49.0	------	------	9,678
A. F. of L. affiliates-unaffiliated unions	[2] 174	68	39 1	------	------	97	55 7	9	48,644	87 3	42,489	17,880	42 1	------	------	23,567	55 5	1,042
A. F. of L. affiliates-A. F of L. affiliates	[3] 83	73	88 0	------	------	------	------	10	5,994	85 1	5,098	4,466	87 6	------	------	------	------	632
C. I. O. affiliates-unaffiliated unions	[4] 133	------	------	39	29 3	82	61.7	12	50,846	88 4	44,940	------	------	20,556	45 7	20,539	45.7	3,845
C. I. O affiliates-C I. O. affiliates	11	------	------	11	100 0	------	------	0	17,866	83 3	14,888	------	------	14,532	97 6	------	------	356
Unaffiliated-unaffiliated	[5] 33	------	------	------	------	33	100 0	0	10,762	86 5	9,313	------	------	------	------	8,841	94 9	472
A. F. of L.-C. I. O.-unaffiliated unions	[6] 29	8	27 6	7	24 1	12	41 4	2	17,115	91 7	15,690	3,597	22 9	6,671	42 5	5,184	33 1	238

[1] Includes 7 elections in which 2 A. F. of L. affiliates were on the ballot, and 2 elections in which 2 C. I. O. affiliates were on the ballot
[2] Includes 4 elections in which 2 A. F. of L affiliates were on the ballot, and 1 election in which 2 unaffiliated unions were on the ballot.
[3] Includes 1 election in which 3 A. F. of L. affiliates were on the ballot
[4] Includes 4 elections in which 2 C. I O. affiliates were on the ballot, and 4 elections in which 2 unaffiliated unions were on the ballot.
[5] Includes 1 election in which 3 unaffiliated unions were on the ballot
[6] Includes 3 elections in which 2 A. F. of L. affiliates were on the ballot.

Table 15.—Number of decertification elections and number of votes cast for participating unions during the fiscal year 1949

Participating unions	Number of elections	Elections won by—							Eligible voters		Valid votes cast for—							
		A. F of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union	Number	Percent casting valid votes	Total	A. F. of L. affiliates		C I. O. affiliates		Unaffiliated unions		No union
		Number	Percent	Number	Percent	Number	Percent					Number	Percent	Number	Percent	Number	Percent	
Total	132	22	16 7	25	18 9	3	2.3	82	18, 773	91 0	17, 078	1, 978	11. 6	7, 110	41 6	728	4. 3	7, 262
A. F. of L. affiliates	54	22	40 7	------	------	------	------	32	4, 250	90 4	3, 843	1, 978	51 5	------	------	------	------	1, 865
C. I. O affiliates	61	------	------	24	39 3	------	------	37	9, 699	91 9	8, 910	------	------	4, 532	50 9	------	------	4, 378
Unaffiliated unions	15	------	------	------	------	2	13 3	13	1, 350	88 3	1, 192	------	------	------	------	287	24 1	905
A. F. of L affiliate-unaffiliated	1	------	------	------	------	1	100 0	0	20	95 0	19	0	0	------	------	17	89. 5	2
C. I. O. affiliate-unaffiliated	1	------	------	1	100 0	------	------	0	3, 454	90 2	3, 114	------	------	2, 578	82. 8	424	13. 6	112

Table 16.—Number of union authorization elections and number of votes cast for participating unions during the fiscal year 1949

Participating unions	Number of elections								Eligible voters		Total valid votes cast	Valid votes cast for union shop by affiliation of petitioner						Valid votes cast against union shop
	Number of elections	A. F. of L. affiliates authorized		C. I. O. affiliates authorized		Unaffiliated unions authorized		No union authorized	Number	Percent casting valid votes		A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		
		Number	Percent	Number	Percent	Number	Percent					Number	Percent	Number	Percent	Number	Percent	
Total	15,074	10,448	69 3	1,979	13.1	2,154	14 3	493	1,733,922	84 8	1,471,092	728,227	49 5	475,588	32 3	178,014	12 1	89,263
A. F. of L. affiliates	10,830	10,448	96 5	------	------	------	------	382	896,893	85.7	768,559	728,227	94.8	------	------	------	------	40,332
C. I. O affiliates	2,024	------	------	1,979	97 8	------	------	45	596,318	84.2	502,290	------	------	475,588	94.7	------	------	26,702
Unaffiliated unions	2,220	------	------	------	------	2,154	97.0	66	240,711	83.2	200,243	------	------	------	------	178,014	88 9	22,229

Table 17.—Industrial distribution of collective bargaining elections, winner, eligible voters, and valid votes cast, during the fiscal year 1949

Industrial group[1]	Elections		Winner								Eligible voters		Valid votes cast	
			A. F. of L		C I. O		Unaffiliated		No union					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	5,514	100 0	2,092	37 9	858	15 6	939	17 0	1,625	29 5	588,761	100 0	516,248	100 0
Manufacturing	3,687	66 9	1,261	34 2	692	18 8	677	18 3	1,057	28 7	454,419	77 2	400,738	77 6
Food and kindred products	566	10 3	284	50 2	76	13 4	48	8 5	158	27 9	45,412	7 7	39,149	7 6
Tobacco manufacturers	7	1	3	42 9	0	.0	0	.0	4	57 1	2,623	5	2,495	5
Textile-mill products	149	2 7	24	16 1	40	26 9	23	15 4	62	41 6	32,981	5 6	29,838	5 8
Apparel and other finished products made from fabrics and similar materials	96	1 8	35	36 5	24	25 0	6	6 2	31	32 3	12,308	2 1	11,247	2 2
Lumber and wood products	240	4 4	93	38 8	56	23 3	9	3 7	82	34 2	17,736	3 0	15,611	3 0
Furniture and fixtures	123	2 2	53	43 1	20	16 3	12	9 7	38	30 9	10,441	1 8	9,340	1 8
Paper and allied products	173	3 1	87	50 3	22	12 7	15	8 7	49	28 3	21,209	3 6	19,362	3 7
Printing, publishing, and allied industries	152	2 8	64	42 1	25	16 5	25	16 4	38	25 0	5,418	9	4,961	1.0
Chemicals and allied products	243	4 4	89	36 6	61	25 1	33	13 6	60	24 7	31,765	5 4	28,153	5 4
Products of petroleum and coal	88	1 6	23	26 1	35	39 8	13	14 8	17	19 3	8,668	1 5	7,548	1 5
Rubber products	45	8	15	33 3	11	24 5	6	13 3	13	28 9	6,579	1 1	6,121	1 2
Leather and leather products	79	1 4	16	20 2	21	26 6	13	16 5	29	36 7	20,431	3 5	18,476	3 6
Stone, clay, and glass products	143	2 6	69	48 2	28	19 6	9	6 3	37	25 9	16,967	2 9	14,781	2 9
Primary metal industries	173	3 1	58	33 5	36	20 8	32	18 5	47	27 2	26,686	4 5	22,837	4 4
Fabricated metal products (except machinery and transportation equipment)	334	6 1	115	34 4	48	14 4	74	22 2	97	29 0	28,054	4 8	24,732	4 8
Machinery (except electrical)	453	8 2	69	15 2	77	17 0	187	41 3	120	26 5	72,962	12 4	63,281	12 2
Electrical machinery, equipment and supplies	202	3 7	64	31 7	29	14 3	61	30 2	48	23 8	47,854	8 1	41,394	8 0
Transportation equipment	208	3 8	30	14 4	51	24 5	76	36 6	51	24 5	28,976	4 9	26,253	5.1
Aircraft and parts	31	6	5	16 1	8	25 8	13	42 0	5	16 1	6,096	1 0	5,547	1.1
Ship and boat building and repairing	28	.5	8	28 6	2	7 1	11	39 3	7	25 0	2,984	5	2,533	.5
Automotive and other transportation equipment	149	2 7	17	11 4	41	27 5	52	34.9	39	26 2	19,896	3 4	18,173	3.5
Professional, scientific, and controlling instruments	52	9	18	34 6	10	19 2	11	21 2	13	25 0	4,120	7	3,568	.7
Miscellaneous manufacturing	161	2 9	52	32 3	22	13 7	24	14 9	63	39 1	13,229	2 2	11,591	2.2

Mining	83	1.5	36	43 4	10	12 0	11	13 3	26	31.3	10, 820	1.8	9, 301	1.8
Metal mining	19	.4	10	52 6	2	10.5	1	5 3	6	31 6	5, 904	1 0	4, 949	1 0
Coal mining	1	(2)	0	.0	0	.0	1	100 0	0	.0	37	(2)	34	(2)
Crude petroleum and natural gas production	17	3	4	23 5	5	29 4	.0	.0	8	47.1	747	.1	695	.1
Nonmetallic mining and quarrying	46	.8	22	47.8	3	6 5	9	19 6	12	26 1	4, 132	.7	3, 623	7
Construction	86	1 5	64	74 4	0	.0	8	9 3	14	16 3	3, 758	.6	2, 842	6
Wholesale trade	440	8 0	199	45 2	53	12 0	36	8 2	152	34 6	12, 331	2.1	11, 432	2.2
Retail trade	501	9 1	192	38 3	33	6 6	87	17 4	189	37 7	33, 965	5.8	29, 219	5 7
Finance, insurance, and real estate	30	5	13	43 4	3	10 0	4	13 3	10	33 3	8, 014	1 4	7, 449	1 4
Transportation, communication, and other public utilities	549	10 0	275	50 1	45	8 2	86	15 7	143	26.0	58, 286	9 9	49, 005	9.5
Highway passenger transportation	64	1 2	37	57.8	2	3 1	7	11 0	18	28 1	3, 908	.7	3, 412	.7
Highway freight transportation	99	1 8	46	46 5	4	4 0	11	11 1	38	38 4	1, 676	.3	1, 520	.3
Water transportation	34	6	14	41. 2	1	2 9	13	38 2	6	17.7	2, 220	.4	1, 866	.4
Warehousing and storage	76	1.4	45	59 2	8	10 5	9	11 9	14	18 4	5, 296	.9	4, 824	.9
Other transportation	22	.4	3	13 6	11	50 0	1	4 6	7	31 8	1, 185	.2	1, 087	.2
Communication	170	3 1	89	52 4	3	1 8	39	22 9	39	22 9	24, 768	4 2	19, 371	3 7
Heat, light, power, water, and sanitary services	84	1 5	41	48 8	16	19 1	6	7.1	21	25.0	19, 233	3 2	16, 925	3 3
Services	138	2.5	52	37 7	22	16 0	30	21.7	34	24 6	7, 168	1.2	6, 262	1.2

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1945.
[2] Less than 0 1 percent.

Table 18.—Industrial distribution of decertification elections, winner, eligible voters and valid votes cast, during the fiscal year 1949

Industrial group [1]	Elections		Winner								Eligible voters		Valid votes cast	
			A. F. of L.		C I O.		Unaffiliated		No union					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	132	100 0	22	16 7	25	18 9	3	2 3	82	62 1	18, 773	100 0	17, 078	100 0
Manufacturing	95	72 0	16	16 8	20	21 1	3	3 2	56	58 9	16, 299	86 8	14, 860	87 0
Food and kindred products	18	13 6	1	5 5	5	27 8	0	.0	12	66 7	6, 796	36 2	6, 122	35. 9
Textile-mill products	10	7. 6	1	10 0	2	20 0	0	.0	7	70 0	3, 128	16 7	2, 928	17 1
Apparel and other finished products made from fabrics and similar materials	2	1. 5	1	50 0	0	0	0	0	1	50 0	356	1 9	350	2 0
Lumber and wood products	1	8	0	.0	1	100 0	0	.0	0	0	59	3	52	3
Furniture and fixtures	3	2 3	1	33 3	1	33 3	0	.0	1	33 4	330	1 8	295	1. 7
Paper and allied products	2	1. 5	0	.0	0	.0	0	.0	2	100 0	72	.4	69	.4
Printing, publishing, and allied industries	2	1 5	0	.0	0	.0	0	0	2	100 0	44	2	41	2
Chemicals and allied products	9	6 8	1	11 1	1	11 1	0	0	7	77 8	1, 095	5 8	939	5 5
Products of petroleum and coal	5	3 8	1	20 0	2	40 0	1	20 0	1	20 0	536	2 8	504	3. 0
Rubber products	1	.8	0	.0	1	100 0	0	0	0	0	30	.2	23	.1
Leather and leather products	1	.8	0	.0	0	.0	0	.0	1	100 0	47	.2	42	.3
Stone, clay, and glass products	3	2. 3	2	66. 7	0	.0	0	.0	1	33 3	300	1 6	286	1 7
Primary metal industries	7	5 3	2	28 6	0	0	0	.0	5	71 4	125	.7	117	.7
Fabricated metal products (except machinery and transportation equipment)	10	7 6	4	40 0	1	10 0	0	.0	5	50 0	536	2 9	503	3 0
Machinery (except electrical)	9	6 8	0	.0	5	55 6	1	11 1	3	33 3	722	3 8	642	3 8
Electrical machinery, equipment, and supplies	5	3. 8	2	40 0	0	.0	1	20 0	2	40 0	1, 241	6 6	1, 108	6 5
Automotive and other transportation equipment	2	1. 5	0	.0	0	.0	0	.0	2	100 0	192	1 0	179	1 0
Professional, scientific, and controlling instruments	1	.7	0	0	0	.0	0	.0	1	100 0	555	3 0	536	3 1
Miscellaneous manufacturing	4	3 0	0	0	1	25 0	0	.0	3	75 0	135	7	124	.7
Mining	2	1 5	0	.0	2	100 0	0	.0	0	.0	99	5	90	5
Crude petroleum and natural gas production	1	.8	0	.0	1	100 0	0	0	0	.0	57	3	52	.3
Nonmetallic mining and quarrying	1	.7	0	.0	1	100 0	0	0	0	0	42	2	38	.2
Wholesale trade	16	12 1	2	12 5	1	6 2	0	0	13	81 3	379	2 0	339	2. 0
Retail trade	5	3 8	2	40 0	0	.0	0	.0	3	60 0	138	8	128	.8

Transportation, communication, and other public utilities	12	9 1	2	16 7	2	16 7	0	0	8	66 6	1,821	9 7	1,627	9.5
Highway freight transportation	3	2 3	1	33 3	0	.0	0	0	2	66 7	38	2	37	.2
Water transportation	2	1 5	0	0	1	50 0	0	.0	1	50 0	36	2	35	.2
Warehousing and storage	2	1 5	0	.0	1	50 0	0	0	1	50 0	105	6	100	.6
Communication	4	3 0	0	0	0	.0	0	0	4	100 0	1,547	8 2	1,364	8 0
Heat, light, power, water, and sanitary services	1	8	1	100 0	0	.0	0	0	0	.0	95	5	91	.5
Services	2	1 5	0	.0	0	0	0	0	2	100 0	37	2	34	2

[1] Source Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1945.

Table 19.—Industrial distribution of union-shop authorization elections, outcome, eligible voters, and valid votes cast, during the fiscal year 1949

Industrial group [1]	Elections		Winner								Eligible voters		Valid votes cast	
			A. F. of L		C. I. O		Unaffiliated		No union					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	15,074	100 0	10,448	69 3	1,979	13 1	2,154	14 3	493	3 3	1,733,922	100 0	1,471,092	100 0
Manufacturing	9,536	63 3	6,176	64 8	1,771	18 6	1,356	14 2	233	2 4	1,397,115	80 6	1,192,005	81 0
Food and kindred products	2,425	16 1	1,897	78 2	295	12.2	160	6 6	73	3 0	204,771	11 8	172,989	11 8
Tobacco manufacturers	25	.2	22	88 0	1	4 0	2	8 0	0	.0	5,595	3	4,952	3
Textile mill products	303	2 0	129	42 6	118	38 9	51	16 8	5	1.7	72,345	4 2	61,989	4 2
Apparel and other finished products made from fabrics and similar materials	234	1 6	163	69 7	63	26.9	6	2 6	2	8	79,686	4 6	71,819	4 9
Lumber and wood products	669	4 4	471	70 4	169	25 3	6	.9	23	3 4	57,610	3 3	48,756	3 3
Furniture and fixtures	339	2 2	292	86.1	22	6 5	15	4 4	10	3 0	29,077	1 7	25,004	1 7
Paper and allied products	397	2 6	299	75 3	67	16 9	25	6 3	6	1 5	68,465	4 0	58,764	4 0
Printing, publishing, and allied industries	710	4 7	573	80 7	41	5.8	84	11 8	12	1 7	28,724	1 7	25,795	1 7
Chemicals and allied products	376	2 5	263	70 0	70	18 6	37	9 8	6	1 6	36,909	2 1	30,318	2 1
Products of petroleum and coal	128	8	58	45 3	48	37 5	13	10.2	9	7 0	16 533	1 0	12,989	.9
Rubber products	69	5	17	24 6	48	69 6	2	2 9	2	2 9	21,365	1 2	16,950	1 1
Leather and leather products	245	1 6	148	60 4	71	29 0	23	9 4	3	1 2	47,191	2 7	41,720	2 8
Stone, clay, and glass products	397	2.6	318	80 1	48	12 1	25	6 3	6	1 5	93 868	5 4	76,529	5 2
Primary metal industries	494	3 3	281	56 9	112	22 7	91	18 4	10	2 0	71,089	4 1	59,516	4 0
Fabricated metal products (except machinery and transportation equipment)	762	5 1	442	58 0	144	18 9	157	20 6	19	2 5	83,203	4 8	72,290	4 9
Machinery (except electrical)	883	5 9	225	25 5	217	24 6	418	47 3	23	2 6	108,716	6 3	95,016	6 5
Electrical machinery, equipment, and supplies	242	1.6	132	54 5	34	14 1	74	30 6	2	8	62 053	3 6	51,568	3 5
Transportation equipment	356	2 4	122	34 3	138	38 7	90	25 3	6	1 7	265 291	15 3	226,032	15 4
Aircraft and parts	40	.3	7	17 5	12	30.0	18	45 0	3	7 5	15,488	9	12,814	9
Ship and boat building and repairing	87	.6	51	58 6	20	23 0	15	17 3	1	1 1	19,482	1 1	15,244	1 0
Automotive and other transportation equipment	229	1 5	64	27 9	106	46 3	57	24 9	2	.9	230,321	13 3	197,974	13 5
Professional, scientific, and controlling instruments	83	6	28	33 7	24	28 9	29	35 0	2	2 4	16,211	9	14,305	1 0
Miscellaneous manufacturing	399	2 6	296	74 2	41	10 3	48	12 0	14	3 5	28,413	1 6	24,704	1 7
Agriculture, forestry, and fishing	5	(2)	4	80 0	0	.0	1	20 0	0	0	64	(2)	58	(2)

856215—50——13

Mining	92	.6	44	47.8	12	13.0	32	34 8	4	4.4	9,577	.5	6,932	.5
Metal mining	2	(2)	1	50 0	1	50.0	0	.0	0	.0	467	(2)	350	(2)
Coal mining	25	.2	1	4 0	0	.0	24	96.0	0	.0	739	(2)	652	.1
Crude petroleum and natural gas production	19	.1	9	47 4	6	31 6	0	0	4	21 0	4,887	.3	3,253	.2
Nonmetallic mining and quarrying	46	.3	33	71 7	5	10 9	8	17 4	0	.0	3,484	.2	2,677	.2
Construction	223	1 5	182	81.6	4	1.8	26	11.7	11	4 9	5,324	.3	4,562	3
Wholesale trade	1,597	10 6	1,357	85 0	73	4.6	93	5.8	74	4 6	41,651	2 4	36,377	2.5
Retail trade	1,474	9.8	1,021	69 3	60	4.1	317	21.5	76	5.1	78,106	4.5	65,145	4 4
Finance, insurance, and real estate	68	.4	58	85 3	4	5.9	2	2.9	4	5.9	1,978	.1	1,690	.1
Transportation, communication, and other public utilities	1,637	10 9	1,334	81 5	31	1.9	196	12 0	76	4 6	170,717	9.9	138,277	9.4
Highway passenger transportation	136	9	111	81 6	2	1.5	19	14 0	4	2.9	18,746	1.1	13,911	.9
Highway freight transportation	780	5 2	628	80 5	3	.4	107	13 7	42	5.4	49,822	2 9	42,574	2.9
Water transportation	84	5	58	69 0	5	6.0	15	17.9	6	7.1	12,986	.7	9,882	.7
Warehousing and storage	242	1 6	208	86 0	8	3 3	12	4.9	14	5.8	11,445	.7	9,973	.7
Other transportation	39	3	34	87.2	1	2.6	3	7 7	1	2.5	10 331	6	8,587	.6
Communication	241	1 6	199	82 6	2	.8	32	13 3	8	3.3	41,176	2 4	32,574	2.2
Heat, light, power, water, and sanitary services	115	.8	96	83 5	10	8 7	8	6 9	1	.9	26,211	1 5	20,77o	1.4
Services	442	2.9	272	61.6	24	5.4	131	29 6	15	3.4	29,390	1.7	26,046	1.8

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1945.
[2] Less than 0.1 percent.

Table 20.—Geographic distribution of collective bargaining elections, eligible voters, and number of votes cast for participating unions during the fiscal year 1949

Division and State [1]	Number of elections	Elections won by—				Eligible voters	Valid votes cast for—				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union		Total	A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union
New England	446	159	82	55	150	64,877	58,885	11,687	22,142	10,623	14,433
Maine	42	11	6	8	17	7,653	7,187	1,518	1,375	799	3,495
New Hampshire	35	10	6	4	15	4,051	3,765	608	1,088	458	1,611
Vermont	23	4	8	0	11	1,638	1,427	234	602	0	591
Massachusetts	220	100	35	20	65	26,630	24,361	5,919	8,620	5,561	4,261
Rhode Island	52	14	9	11	18	2,902	2,694	349	698	539	1,108
Connecticut	74	20	18	12	24	22,003	19,451	3,059	9,759	3,266	3,367
Middle Atlantic	1,117	444	198	213	262	157,833	137,393	34,943	37,507	35,951	28,992
New York	565	221	102	122	120	75,992	65,682	16,648	14,932	19,609	14,493
New Jersey	207	61	48	48	50	51,429	44,310	11,867	14,208	12,108	6,127
Pennsylvania	345	162	48	43	92	30,412	27,401	6,428	8,367	4,234	8,372
East North Central	1,256	393	207	261	395	134,454	116,360	25,012	40,839	18,929	31,580
Ohio	340	111	50	65	114	44,826	38,322	6,926	15,573	5,350	10,473
Indiana	186	59	39	28	60	22,581	19,559	4,327	6,700	2,743	5,789
Illinois	362	132	33	76	121	38,725	33,172	6,912	12,304	5,257	8,699
Michigan	278	47	73	73	85	20,546	18,400	4,617	5,164	3,619	5,000
Wisconsin	90	44	12	19	15	7,776	6,907	2,230	1,098	1,960	1,619
West North Central	542	235	63	119	125	42,397	36,654	9,721	13,351	5,690	7,892
Iowa	56	22	12	12	10	13,252	11,411	654	8,006	1,239	1,512
Minnesota	100	45	12	19	24	5,129	4,658	2,403	836	548	871
Missouri	266	106	29	71	60	19,260	16,420	5,260	3,403	3,252	4,505
North Dakota	7	4	1	1	1	503	381	151	181	10	39
South Dakota	7	5	0	0	2	277	251	154	0	0	97
Nebraska	34	18	4	3	9	2,065	1,864	549	783	82	450
Kansas	72	35	5	13	19	1,911	1,669	550	142	559	418
South Atlantic	436	136	95	48	157	61,461	54,330	11,060	15,528	6,650	21,092
Delaware	10	2	5	0	3	335	306	57	178	0	71
Maryland	52	24	12	4	12	9,403	7,887	1,457	3,097	1,706	1,627
District of Columbia	21	7	0	5	9	677	626	158	8	103	357
Virginia	66	23	10	14	19	17,234	15,219	1,814	4,068	3,572	5,765

West Virginia	45	16	8	4	17	7,857	6,808	910	2,743	94	3,061
North Carolina	62	14	14	8	26	6,424	5,945	874	1,445	237	3,389
South Carolina	25	5	4	3	13	4,888	4,494	1,267	1,219	153	1,855
Georgia	89	25	24	4	36	10,712	9,583	3,342	2,162	89	3,990
Florida	66	20	18	6	22	3,931	3,462	1,181	608	696	977
East South Central	289	105	60	17	107	29,014	26,234	7,681	7,919	1,691	8,943
Kentucky	84	41	4	7	32	7,779	7,095	2,982	1,318	585	2,210
Tennessee	97	29	26	5	37	10,337	9,254	2,112	2,648	961	3,533
Alabama	67	19	20	3	25	4,649	4,185	932	1,372	112	1,769
Mississippi	41	16	10	2	13	6,249	5,700	1,655	2,581	33	1,431
West South Central	405	169	72	39	125	37,804	33,377	11,644	9,466	1,943	10,324
Arkansas	66	33	12	5	16	6,713	5,995	2,666	1,164	293	1,872
Louisiana	64	29	7	10	18	5,245	4,641	1,823	1,415	404	999
Oklahoma	58	22	8	3	25	5,833	5,159	1,598	1,362	48	2,151
Texas	217	85	45	21	66	20,013	17,582	5,557	5,525	1,198	5,302
Mountain	219	115	18	14	72	9,332	8,457	3,391	1,348	869	2,849
Montana	20	7	2	0	11	380	330	141	48	1	140
Idaho	12	8	1	0	3	327	290	181	14	0	95
Wyoming	5	1	0	2	2	771	702	27	117	472	86
Colorado	82	44	7	3	28	4,574	4,095	1,780	718	52	1,545
New Mexico	39	25	0	7	7	1,087	1,009	502	12	209	286
Arizona	16	11	1	0	4	579	512	311	12	8	181
Utah	41	16	7	2	16	1,513	1,429	378	427	120	504
Nevada	4	3	0	0	1	101	90	71	0	7	12
Pacific	725	326	63	114	222	45,672	40,067	15,348	7,382	5,575	11,762
Washington	97	54	3	20	20	7,132	6,564	3,871	75	542	2,076
Oregon	126	59	21	10	36	4,092	3,561	1,801	984	127	649
California	502	213	39	84	166	34,448	29,942	9,676	6,323	4,906	9,037
Outlying areas	79	10	0	59	10	5,917	4,491	858	0	2,612	1,021
Alaska	0	0	0	0	0	0	0	0	0	0	0
Hawaii	10	3	0	3	4	316	284	49	0	37	198
Puerto Rico	69	7	0	56	6	5,601	4,207	809	0	2,575	823

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

Table 21.—Geographic distribution of decertification elections, eligible voters, and number of votes cast for participating unions, during the fiscal year 1949

Division and State [1]	Number of elections	Elections won by—				Eligible voters	Valid votes cast for—				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union		Total	A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union
New England	5	2	0	0	3	440	384	241	14	0	129
Maine	0	0	0	0	0	0	0	0	0	0	0
New Hampshire	0	0	0	0	0	0	0	0	0	0	0
Vermont	0	0	0	0	0	0	0	0	0	0	0
Massachusetts	5	2	0	0	3	440	384	241	14	0	129
Rhode Island	0	0	0	0	0	0	0	0	0	0	0
Connecticut	0	0	0	0	0	0	0	0	0	0	0
Middle Atlantic	26	1	5	1	19	1,980	1,818	119	448	36	1,215
New York	15	1	2	0	12	1,207	1,106	105	177	11	813
New Jersey	4	0	1	1	2	293	273	9	120	21	123
Pennsylvania	7	0	2	0	5	480	439	5	151	4	279
East North Central	41	7	7	2	25	8,363	7,566	975	3,422	549	2,620
Ohio	13	2	2	1	8	1,435	1,313	201	299	68	745
Indiana	4	1	0	0	3	528	505	288	35	2	180
Illinois	10	1	3	1	5	5,128	4,625	426	2,868	467	864
Michigan	14	3	2	0	9	1,272	1,123	60	220	12	831
Wisconsin	0	0	0	0	0	0	0	0	0	0	0
West North Central	8	2	4	0	2	2,775	2,534	193	1,839	0	502
Iowa	0	0	0	0	0	0	0	0	0	0	0
Minnesota	4	1	2	0	1	1,074	1,003	13	827	0	163
Missouri	3	1	1	0	1	275	264	180	23	0	61
North Dakota	0	0	0	0	0	0	0	0	0	0	0
South Dakota	0	0	0	0	0	0	0	0	0	0	0
Nebraska	0	0	0	0	0	0	0	0	0	0	0
Kansas	1	0	1	0	0	1,426	1,267	0	989	0	278
South Atlantic	16	2	3	0	11	3,318	3,061	37	1,104	104	1,816
Delaware	0	0	0	0	0	0	0	0	0	0	0
Maryland	4	1	0	0	3	79	72	24	0	0	48
District of Columbia	0	0	0	0	0	0	0	0	0	0	0
Virginia	3	0	1	0	2	245	224	8	65	28	123

West Virginia	2	1	0	0	1	20	19	5	0	0	14
North Carolina	4	0	1	0	3	1,937	1,836	0	896	35	905
South Carolina	0	0	0	0	0	0	0	0	0	0	0
Georgia	3	0	1	0	2	1,037	910	0	143	41	726
Florida	0	0	0	0	0	0	0	0	0	0	0
East South Central	7	1	2	0	4	352	313	15	95	30	173
Kentucky	1	0	0	0	1	14	14	0	1	0	13
Tennessee	3	1	0	0	2	133	115	15	7	30	63
Alabama	2	0	1	0	1	185	164	0	73	0	91
Mississippi	1	0	1	0	0	20	20	0	14	0	6
West South Central	11	6	2	0	3	690	609	240	110	0	259
Arkansas	0	0	0	0	0	0	0	0	0	0	0
Louisiana	0	0	0	0	0	0	0	0	0	0	0
Oklahoma	4	2	0	0	2	342	311	160	2	0	149
Texas	7	4	2	0	1	348	298	80	108	0	110
Mountain	4	0	0	0	4	147	140	7	4	9	120
Montana	1	0	0	0	1	19	17	0	4	0	13
Idaho	0	0	0	0	0	0	0	0	0	0	0
Wyoming	0	0	0	0	0	0	0	0	0	0	0
Colorado	3	0	0	0	3	128	123	7	0	9	107
New Mexico	0	0	0	0	0	0	0	0	0	0	0
Arizona	0	0	0	0	0	0	0	0	0	0	0
Utah	0	0	0	0	0	0	0	0	0	0	0
Nevada	0	0	0	0	0	0	0	0	0	0	0
Pacific	14	1	2	0	11	708	653	151	74	0	428
Washington	2	1	0	0	1	129	113	53	0	0	60
Oregon	1	0	1	0	0	59	52	0	34	0	18
California	11	0	1	0	10	520	488	98	40	0	350
Outlying areas	0	0	0	0	0	0	0	0	0	0	0
Alaska	0	0	0	0	0	0	0	0	0	0	0
Hawaii	0	0	0	0	0	0	0	0	0	0	0
Puerto Rico	0	0	0	0	0	0	0	0	0	0	0

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

Table 22.—Geographic distribution of union-shop authorization elections, outcome, eligible voters, and valid votes cast during the fiscal year 1949

Division and State [1]	Total number of elections	Number of elections				Eligible voters	Total valid votes cast	Valid votes cast for union shop by affiliation of petitioners			Valid votes cast against union shop
		A F of L. affiliates authorized	C I. O. affiliates authorized	Unaffiliated unions authorized	No union authorized			A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	
New England	1,022	794	101	99	28	104,758	90,439	50,842	13,019	18,646	7,932
Maine	89	71	9	6	3	10,542	8,712	5,865	863	1,325	659
New Hampshire	48	33	7	7	1	8,623	7,390	2,247	605	3,995	543
Vermont	33	21	8	0	4	2,140	1,890	1,118	583	0	189
Massachusetts	645	541	40	48	16	60,428	52,480	33,382	4,623	10,093	4,382
Rhode Island	79	40	17	19	3	9,053	7,648	2,487	2,711	1,180	1,270
Connecticut	128	88	20	19	1	13,972	12,319	5,743	3,634	2,053	889
Middle Atlantic	3,198	2,267	425	443	63	431,426	365,756	217,898	76,734	50,409	20,715
New York	1,576	1,156	181	218	21	199,348	172,088	115,735	27,797	21,811	6,745
New Jersey	424	250	92	77	5	73,146	60,469	26,373	19,608	9,635	4,853
Pennsylvania	1,198	861	152	148	37	158,932	133,199	75,790	29,329	18,963	9,117
East North Central	4,350	2,531	937	726	156	750,829	635,273	219,011	311,917	67,142	37,203
Ohio	940	554	181	173	32	122,432	98,575	49,711	28,490	14,317	6,057
Indiana	526	363	95	31	37	73,892	60,774	21,345	27,272	6,559	5,598
Illinois	1,085	655	110	292	28	143,986	121,613	66,591	19,994	25,822	9,206
Michigan	1,121	466	483	126	46	322,026	277,761	38,677	221,531	6,582	10,971
Wisconsin	678	493	68	104	13	88,493	76,550	42,687	14,630	13,862	5,371
West North Central	1,988	1,458	151	321	58	92,306	78,954	45,577	15,837	12,999	4,541
Iowa	0	0	0	0	0	0	0	0	0	0	0
Minnesota	455	380	22	41	12	19,990	16,952	12,936	1,763	1,337	916
Missouri	1,387	961	123	261	42	63,321	54,350	29,411	13,429	8,584	2,926
North Dakota	0	0	0	0	0	0	0	0	0	0	0
South Dakota	0	0	0	0	0	0	0	0	0	0	0
Nebraska	0	0	0	0	0	0	0	0	0	0	0
Kansas	146	117	6	19	4	8,995	7,652	3,230	645	3,078	699
South Atlantic	515	420	33	38	24	63,091	53,355	26,458	18,155	5,274	3,468
Delaware	23	16	6	0	1	2,561	2,255	722	1,347	0	186
Maryland	261	211	17	18	15	30,966	27,381	9,742	13,042	2,602	1,995
District of Columbia	135	114	0	15	6	6,509	4,525	1,801	0	2,210	514

Virginia	0	0	0	0	0	0	0	0	0	0	0
West Virginia	72	60	7	3	2	17,722	14,944	13,281	818	234	611
North Carolina	0	0	0	0	0	0	0	0	0	0	0
South Carolina	24	19	3	2	0	5,333	4,250	912	2,948	228	162
Georgia	0	0	0	0	0	0	0	0	0	0	0
Florida	0	0	0	0	0	0	0	0	0	0	0
East South Central	290	218	30	33	9	50,322	41,695	25,636	11,365	2,503	2,191
Kentucky	166	134	13	13	6	25,928	22,801	16,354	4,137	1,238	1,072
Tennessee	0	0	0	0	0	0	0	0	0	0	0
Alabama	99	68	10	19	2	19,075	14,572	7,250	5,479	1,233	610
Mississippi	25	16	7	1	1	5,319	4,322	2,032	1,749	32	509
West South Central	266	187	29	31	19	24,574	20,886	13,997	3,178	2,378	1,333
Arkansas	0	0	0	0	0	0	0	0	0	0	0
Louisiana	146	105	17	20	4	17,568	14,955	11,260	1,975	1,087	633
Oklahoma	119	82	11	11	15	6,962	5,888	2,737	1,166	1,291	694
Texas	1	0	1	0	0	44	43	0	37	0	6
Mountain	485	397	36	38	14	17,169	15,360	11,544	2,016	861	939
Montana	190	165	4	13	8	4,489	4,024	3,280	188	349	207
Idaho	48	38	4	5	1	2,516	2,235	1,675	176	200	184
Wyoming	13	10	2	1	0	353	328	241	59	24	4
Colorado	117	92	18	6	1	5,229	4,701	3,134	1,204	120	243
New Mexico	38	35	0	2	1	1,828	1,610	1,431	0	31	148
Arizona	0	0	0	0	0	0	0	0	0	0	0
Utah	77	55	8	11	3	2,559	2,281	1,607	389	137	148
Nevada	2	2	0	0	0	195	181	176	0	0	5
Pacific	2,857	2,144	237	357	119	186,142	159,422	112,229	23,367	13,696	10,130
Washington	629	499	46	69	15	46,708	40,569	29,087	7,314	1,599	2,569
Oregon	589	417	104	46	22	27,478	23,560	16,838	4,383	896	1,443
California	1,639	1,228	87	242	82	111,956	95,293	66,304	11,670	11,201	6,118
Outlying areas	103	32	0	68	3	13,305	9,952	5,035	0	4,106	811
Alaska	1	1	0	0	0	62	51	49	0	0	2
Hawaii	12	12	0	0	0	198	183	159	0	0	24
Puerto Rico	90	19	0	68	3	13,045	9,718	4,827	0	4,106	785

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

Table 23.—Size of establishment in union-shop authorization elections conducted during the fiscal year 1949

Size of establishment (number of employees)	Number of cases	Percent	Size of establishment (number of employees)	Number of cases	Percent
1 to 19	7,794	51.7	200 to 399	830	5 5
20 to 39	2,232	14 8	400 to 699	359	2 4
40 to 59	1,111	7 4	700 to 999	122	.8
60 to 79	721	4 8	1,000 and over	244	1.6
80 to 99	465	3 1			
100 to 199	1,196	7 9	Total	15,074	100.0

Table 24.—Record of injunctions petitioned for under secs. 10 (j) and 10 (l) during the fiscal year 1948 [1]

Case No.	Union and company	Date petition for injunction filed	Type of petition	Temporary restraining order		Date temporary injunction granted	Date injunction denied	Date injunction proceedings withdrawn or dismissed	Date injunction dissolved after Board order
				Date issued	Date lifted				
10-CC-1	Carpenters, Local 74 (Watson Specialty Store).	Sept. 22, 1947	10 (l)				Oct. 28, 1947		
2-CC-4, 7	International Longshoremen's Association et al. (Cargill Inc., & Cargo Carriers; Oil Transfer Corp)	Oct. 2, 1947	10 (l)	Oct. 2, 1947	Oct. 7, 1947			Oct. 23, 1947	
9-CC-2	United Mine Workers et al. (Jackson Construction Co)	Oct. 8, 1947	10 (l)					Dec. 2, 1947	
2-CC-12	Teamsters, Local 294 (Montgomery Ward)	Nov. 29, 1947	10 (l)						
2-CC-14	Teamsters, Local 294 (Conway's Express)	Nov. 29, 1947	10 (j) (l)			Jan. 17, 1948			
17-CC-1	Carpenters (Klassen, Hodgson & Wadsworth).	Dec. 1, 1947	10 (l)			Jan. 8, 1948			Apr. 12, 1949
2-CC-16, 18	Metropolitan Federation of Architects, Local 231 (Project Engineering & Design Service).	Dec. 2, 1947	10 (l)				Jan. 26, 1948		
2-CC-23, 24	Wine, Liquor & Distillery Workers, Local 1, AFL (Schenley Distillers and Jardine Liquor Corp).	Dec. 8, 1947	10 (l)	Dec. 11, 1947	Jan. 8, 1948			Aug. 12, 1948	
21-CC-13	Printing Specialty & Paper Converters, Local 388 (Sealright Pacific, Ltd).	Dec. 17, 1947	10 (l)			Feb. 16, 1948			Apr. 18, 1949
9-CB-5	International Typographical Union et al. (American Newspaper Publishers Association)	Jan. 16, 1948	10 (j)			Mar. 27, 1948			
15-CC-1,2,3,4	Teamsters, Local 201, AFL (International Rice Milling et al).	Jan. 19, 1948	10 (l)			Feb. 17, 1948 [1]			July 1949
15-CC-5	Carpenters, AFL (Montgomery Fair Co.)	Jan. 27, 1948	10 (l)			Feb. 14, 1948			Mar. 29, 1949
7-CA-37	General Motors Corp. (UAW-CIO)	Jan. 29, 1948	10 (j)	Jan. 29, 1948	June 1, 1948	Feb. 14, 1948			
30-CC-2	Carpenters, Local 55, AFL (Gould & Preisner).	Mar. 8, 1948	10 (l)				Mar. 31, 1948		
21-CB-8	Amalgamated Meat Cutters, Local 421, 587, 439, 551, AFL (Great Atlantic & Pacific Tea Co.).	Mar. 8, 1948	10 (j)					May 1948	
2-CC-30	American Communications Association, CIO and Local 40 (Commercial Cable Co. et al)	Mar. 17, 1948	10 (l)					Sept. 21, 1948	
7-CC-2	Bricklayers, Local 1, AFL (Osterink Construction Co).	Apr. 1, 1948	10 (l)			June 23, 1948			Mar. 29, 1949
5-CB-9	United Mine Workers & Lewis (Southern Coal Producers Association).	May 24, 1948	10 (j)			June 4, 1948		Nov. 10, 1948	
2-CC-40	International Brotherhood of Electrical Workers, Local 501, AFL (Samuel Langer)	June 17, 1948	10 (l)	June 29, 1948 [2]					May 5, 1949
21-CC-25, 26, 27, 28, 29, 34.	Kern County Farm Labor Union et al. (Di Georgio Wine & Fruit Companies).	June 18, 1948	10 (l)			July 14, 1948			
19-CA-95	Boeing Airplane Co (Machinists Aeronautical Industrial Lodge No. 751)	June 11, 1948	10 (j)				June 19, 1948		

[1] This tabulation for fiscal 1948 is included because court actions in certain cases did not take place until after close of the fiscal year. [2] Consent injunction or restraining order.

Table 24A.—Record of injunctions petitioned for under secs. 10 (j) and 10 (l) during the fiscal year 1949

Case No.	Union and company	Date petition for injunction filed	Type of petition	Temporary restraining order		Date temporary injunction granted	Date injunction denied	Date injunction proceedings withdrawn or dismissed	Date injunction dissolved after Board order
				Date issued	Date lifted				
17-CC-2	Building and Construction Trades Council of Kansas City, etc, et al. (Ralph J. Steele)	July 3, 1948	10 (l)	July 9, 1948 [1]	Nov. 6, 1948		Nov. 6, 1948		
5-CB-14	United Mine Workers and Lewis (Jones & Laughlin Steel Corp et al).	July 8, 1948	10 (j)					July 15, 1948	
2-CC-59, 2-CD-18.	International Alliance Theatrical Stage Employees (American Broadcasting Co., Inc.).	Aug. 9, 1948	10 (l)	Aug 9, 1948	June 21, 1949				
10-CC-11	Electrical Workers, Local 1160, AFL (Roane Anderson Co).	Aug. 17, 1948	10 (l)			Sept. 1, 1948			May 11, 1949
35-CC-7	Electrical Workers, CIO (Ryan Construction Corp).	Aug 20, 1948	10 (l)			Aug. 27, 1948			
2-CC-44	Mine, Mill and Smelter Workers, Local 701, CIO (Sterling Die Casting Co, Inc.)	Aug. 25, 1948	10 (l)					Apr. 1, 1949	
8-CC-4	Oil Workers, Local 346, CIO (Pure Oil Co.)	Aug. 30, 1948	10 (l)						
30-CC-4	Denver Building and Construction Trades Council et al (Grauman Co).	Aug 30, 1948	10 (l)				Sept. 22, 1948 [2]		
2-CC-62	Department Store Employees Union, Local 1250 (Oppenheim Collins & Co., Inc).	Sept 8, 1948	10 (l)			Sept 14, 1948			June 1, 1949
6-CC-17	Building and Construction Trades Council of Pittsburgh and Vicinity et al (Petredis & Fryer).	Sept 16, 1948	10 (l)			Sept. 30, 1948			
2-CC-61	Teamsters, Local 807, AFL (Schultz Refrigerating Service, Inc).	Sept 21, 1948	10 (l)			Oct. 14, 1948			
13-CC-5, 7	Painters, Chicago Glaziers Local 27, AFL, et al. (Joliet Contractors Association et al.).	Sept 28, 1948	10 (l)			Nov. 19, 1948			
2-CC-50, 51	Teamsters, Local 138, AFL, et al. (Philan, Inc).	Oct. 7, 1948	10 (l)			Oct. 15, 1948 [1]			Dec. 10, 1948
2-CC-64, 65, 66	Service Trade Chauffeurs, Salesmen, Warehousemen and Helpers, Local 145, et al. (Howland Dry Goods Co., Meigs & Co., Inc, and D. M. Read Co.)	Oct. 8, 1948	10 (l)						
20-CC-30	Oil Workers, CIO, et al (Union Oil Co.)	Oct. 12, 1948	10 (l)			Oct. 27, 1948		Feb. 7, 1949	
15-CC-10, 11, 12, 13, 14, 15.	Pacific Coast Marine Firemen, etc., and Marine Cooks, CIO, et al. (Todd Johnson Dry Docks, Inc.)	Oct. 14, 1948	10 (l)			Oct. 27, 1948			
10-CC-15	Gadsden Building Trades Council, AFL, et al. (Gadsden Heating & Sheet Metal Co.).	Oct. 27, 1948	10 (l)				Jan. 7, 1949 [3]	June 7, 1949	

36-CC-1, 2, 3, 36-CD-1, 2, 3.	Longshoremen, Local 12, CIO, et al. (Irwin Lyons Lumber Co).	Oct. 29, 1948	10 (1)							
10-CC-16	Plumbers, Local 498, AFL (Pettus-Banister Co).	Nov. 4, 1948	10 (1)							
2-CC-73, 74	Retail and Wholesale Employees Union Local 830 and Irving Schechtman (Federated Purchaser, Inc.)	Jan. 14, 1949	10 (1)				Feb. 3, 1949			
35-CC-11	Metal Polishers, AFL, Local 171 (Climax Machinery Co)	Apr. 27, 1949	10 (1)							
21-CC-53, 21-CD-19.	Los Angeles Building and Construction Trades Council et al , AFL (Westinghouse Electric Co.).	May 3, 1949	10 (1)				June 10, 1949			
2-CC-89	Confectionery and Tobacco Jobbers Employees Union Local 1175, AFL (Montoya Trading Co).	May 9, 1949	10 (1)				May 25, 1949			
19-CD-4, 5	Longshoremen, Local 16, CIO (Juneau-Spruce Corp).	May 12, 1949	10 (1)				May 14, 1949			
30-CC-5, 6, 7	Denver Building and Construction Trades Council (Churches, William G)	May 18, 1949	10 (1)							
1-CC-22, 23, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38	Building and Trades Council and Electrical Workers et al. (N Benvenuti & Sons and Alexander Jarvis Co.).	May 19, 1949	10 (1)							
21-CC-60	Building and Construction Trades Council, AFL (Santa Ana Lumber Co).	May 19, 1949	10 (1)				June 13, 1949			
19-CC-12	Spokane Building and Trades Council et al , AFL (Kimsey Mfg. Co.)	May 20, 1949	10 (1)							
9-CC-21	Electrical Workers, Local 16 AFL (Schneider, Al J , Co , Inc.)	May 26, 1949	10 (1)					June 1, 1949		
2-CC-93	Teamsters, Local 807, AFL (Sterling Beverages, Inc.)	May 27, 1949	10 (1)							
8-CC-7	Electrical Workers, Local 688, AFL (Camlin, W J., Co)	June 7, 1949	10 (1)							
9-CC-23	Parkersburg Building and Construction Trades Council, AFL (Litman Motor Freight Co).	June 15, 1949	10 (1)							

[1] Consent injunction or restraining order
[2] Denial reversed on appeal to CA-10, remanded to district court and still pending
[3] Although district court denied injunction it carried case on its docket for further relief until June 7, 1949, when case closed by withdrawal of charge

APPENDIX B

DEFINITION FOR EACH TYPE OF CASE INCLUDED IN TABLES

C Cases

A charge of unfair labor practices committed by an employer under section 8 of the National Labor Relations Act, prior to amendment.

R Cases

A petition for certification of representatives for purposes of collective bargaining with an employer, under secton 9 of the National Labor Relations Act, prior to amendment.

CA Cases

A charge of unfair labor practices committed by an employer under section 8 (a).

CB Cases

A charge of unfair labor practices committed by a union under section 8 (b) (1) (2) (3) (5) (6).

CC Cases

A charge of unfair labor practices committed by a union under section 8 (b) (4) (A) (B) (C).

CD Cases

A charge of unfair labor practices committed by a union under section 8 (b) (4) (D).

RC Cases

A petition by a labor organization or employees for certification of representatives for purposes of collective bargaining under section 9 (c) (1) (A) (i).

RM Cases

A petition by employer for certification of representatives for purposes of collective bargaining under section 9 (c) (1) (B).

RD Cases

A petition by employees under section 9 (c) (1) (A) (ii) asserting that the union previously certified or currently recognized by their employer as the bargaining representative, no longer represent a majority of the employees in the appropriate unit.

UA Cases

A petition by a labor organization, under section 9 (e) (1) asking that a contract be authorized requiring membership in such union as a condition of employment.

UD Cases

A petition by employees under section 9 (e) (2) asking that a contract authorized under section 9 (e) (1) be rescinded.

APPENDIX C

LIST OF CASES HEARD DURING THE PERIOD JULY 1, 1948–JUNE 30, 1949

Section 3 (c) of the act requires that the Board report in detail "the cases it has heard." These cases are enumerated in three groups, by type of case.

I. Unfair Labor Practice Cases

A. *NLRA: C cases—charges of unfair labor practices committed by an employer under section 8, prior to amendment*

16–C–1530	Abercrombie, J. S., Co.
10–C–2206	Aragon-Baldwin Mills.
2–C–6932	Arvel Terminals, Inc.
14–C–1264	Auto Stove Works.
4–C–1809	B & Z Hosiery Products Co.
15–C–1210	Bentley, J. A., Lumber Co.
19–C–1540	Bitter Root Creosote Treating Co., Inc.
17–C–1549	Black & Decker Manufacturing Co.
10–C–2217	California Cotton Mills Co.
15–C–1301	Cathey Lumber Co.
10–C–2219	Cedartown Yarn Mills, Inc.
10–C–1949	Chicopee Manufacturing Corp.
10–C–2056	Columbus Manufacturing Co.
10–C–1937	Cordele Manufacturing Co.
15–C–1298	Crosby Chemicals, Inc.
16–C–1540	Cummer Graham Co.
10–C–2200	Curry Bros. & Artcraft Plating Works.
10–C–2222	Dixie Mercerizing Co.
2–C–6259	E. A. Laboratories, Inc.
10–C–2215	Eastman Cotton Mills
16–C–1322	Fleming & Sons, Inc.
7–C–1790	Ford Motor Co.
4–C–1837	Franklin Hosiery Mills, Inc.
14–C–1296	Granite City Steel Co.
10–C–2259	H & H Manufacturing Co., Inc.
21–C–3104	Hammond Lumber Co., Terminal Island Yard.
10–C–2249	Hassenfeld Bros., Inc., Empire Pencil Co., Division of.
16E–C–0001	Hicks Hayward Co.
10–C–2066	Highland Park Manufacturing Co. Plant.
4–C–1722	Holloway Bus Co.
10–C–2122	Horton's Laundry, Inc.
13–C–3187	Illinois Bell Telephone Co.
16–C–1439	Jaques Powers Saw Co.
6–C–1137	Joy Togs, Inc.
15M–C–0021	Lingle Refrigerator Co., Inc.
10–C–2279	MacDonald Printing Co.
10–C–1961	Mason & Hughes, Inc.
16–C–1404	Master Tank & Welding.
23–C–0068	Metropolitan Meat Market.
13–C–2689	Montgomery Ward & Co., Inc.
13–C–3017	Myers Products Corp.
10–C–2038	National Mattress Co.
10–C–2112	Neely Cotton Mills, Inc.
5–C–2166	Old Colony Box Co.
1–C–3107	Olin Industries, Inc.
10–C–2184	Opelika Textile Mills, Inc.
14–C–1273	Opelika Textile Mills, Inc.

16–C–1479	Pauls Valley Milling Co.
10–C–2039	Peerless Woolen Mills.
20–C–1676	Peerless Yeast Co.
16–C–1501	Quarles Manufacturing Co., N. B. Quarels, d/b/a.
16–C–1420	Raizen & Raizen Oil Co.
15–C–1216	Rutter-Rex, J. H., Manufacturing Co., Inc.
19P–C–0018	S & K Lumber Co.
19P–C–0050	Saelens Radio Service.
15M–C–1227	Salant & Salant, Inc.
18–C–1417	Sioux City Brewing Co.
16–C–1444	Southern Pine Lumber Co.
17–C–1444	Springfield Garment Manufacturing Co.
7–C–1747	Stainless Ware Co. of America.
10–C–2077	Standard-Coosa-Thatcher Co.
16–C–1572	Stone, J. E., Lumber Co.
10–C–2293	Strachan Shipping Co.
10–C–2183	Swift Manufacturing Co.
10–C–2294	Tennessee Valley Broadcasting.
2–C–6907	Tide Water Associated Oil Co.
20–C–1722	United Engineering Co.
17–C–1542	United States Trailer Manufacturing Co.
7–C–1769	Vulcan Forge Co.
7–C–1537	Western Board & Paper Co.
20–C–1716	Western Can Co.
19P–C–0047	Weyerhaeuser Timber Co.
2–C–7036	Zausner Foods, Inc.

B. *LMRA: CA cases—charges of unfair labor practices committed by an employer under section 8 (a)*

3–CA–78	Allied Mills Inc.
8–CA–96	Alside, Inc.
21–CA–157	American Foundry, Dominie Meaglia.
2–CA–17	American Packing Corp.
10–CA–115	American Thread Co., The.
10–CA–196	Anchor Rub Co.
1–CA–18	Anderson Manufacturing Co., Albert & J. M.
10–CA–201	Andrew Co.
7–CA–39	Ann Arbor Press & Arthur J. Wiltse.
2–CA–188	Arval Terminal Inc.
19–CA–28	Atkinson, Guy F., Co.
10–CA–576	Atlanta Brick & Tile Co.
10–CA–574	Atlanta Broadcasting Co.
21–CA–246	Axelson Manufacturing Co.
1–CA–286	Barry, William J., Co., Inc.
16–CA–46	Beatrice Foods Co.
8–CA–37	Belden Brick Co.
10–CA–156	Bell Bakeries Inc.
17–CA–12	Belle Maid Manufacturing Co.
20–CA–26	Bercut-Richards Packing Co., d/b/a Oregon House Lumber Co.
4–CA–15	Bethlehem Steel Co. (Shipbuilding Division & Bethlehem Sparrows).
32–CA–26	Black, L. A., Rice Milling Association, Inc.
20–CA–71	Blackburn Auto Parts.
10–CA–261	Blue Ridge Glass Corp.
19–CA–95	Boeing Airplane Co.
6–CA–53	Brookville Glove Co.
20–CA–87	Brown, L. G.
34–CA–22	Burlington Mills Corp., Randleman Hosiery Plant.
38–CA–18	Carmelo Quetell h. n. c. Panaderia "La Esperanza."
36–CA–23	Carter Lumber Co.
16–CA–82	Carter, W. T., & Brother
7–CA–153	Castaloy Corp.
10–CA–91	Cen-Tennial Cotton Gin Co.
8–CA–76	Central Tower, Inc.
19–CA–13	Chicago Freight Car & Parts Co.
10–CA–33	Chicopee Manufacturing Corp of Georgia.
9–CA–91	Cincinnati Steel Castings Co., The.
20–CA–117	Clara Val Packing Co.
8–CA–113	Coca-Cola Bottling Co.
2–CA–6	Colgate Manufacturing Corp.
10–CA–554	Combustion Engineering Co.
10–CA–173	Cook, J. B., Auto Machine Co., Inc.
10–CA–101	Cookeville Shirt Co.
10–CA–102	Cookeville Shirt Co.

10–CA–7	Cordele Manufacturing Co.
5–CA–78	Craddock-Terry Shoe Corp.
19–CA–27	Cream Top Dairy.
15–CA–35	Crosby Chemicals, Inc.
10–CA–18	Curry Brothers.
21–CA–216	Dairy Mart Farms, Inc.
13–CA–127	Daly Brothers Shoe Co., Inc.
9–CA–44	Deena Artware, Inc.
21–CA–162	Deere, John, Killefer Co.
6–CA–112	Dinardo, Inc.
32–CA–13	Dixie Culvert Manufacturing Co.
32–CA–32	Dixie Cup Co.
16–CA–47	Dorsey Co., The.
19–CA–132	Douglas Canning Co.
4–CA–62	Duplex Hosiery Mills, Inc.
20–CA–69	El Dorado Limestone Co.
33–CA–7	El Paso-Ysleta Bus Lines, a Corp.
30–CA–21	Empire Petroleum Co.
1–CA–57	Erving Paper Mills.
14–CA–119	Eureka Mine No. 2 Randolph Corp.
16–CA–4	Fleming & Sons, Inc.
34–CA–32	Fli-Black Co., The.
10–CA–264	Florence Manufacturing Co., Inc.
10–CA–234	Foremost Dairies, Inc.
16–CA–64	Forest Oil Corp.
2–CA–303	Frierich, Julian Co., Julian, & Selma Freirich.
16–CA–79	Fry, Lloyd A., Roofing Co.
36–CA–1	Fry Lloyd A. Roofing Co & St. Jones Motors Express.
21–CA–256	General Controls Co.
2–CA–209	General Instrument Corp.
1–CA–289	Givren, E. J., Shoe Co., Inc.
10–CA–597	Goodall Co.
10–CA–20	Goodrich, B. F, Co.
3–CA–35	Grandview Dairy, Inc., Arkport Dairies, Inc., & Cohocton Creameries.
18–CA–40	Grede Foundries, Inc.
15–CA–57	Gulport Transport Co.
15–CA–53	Gullett Gin Company, Inc.
10–CA–163	Hamm Daniel Drayage Co.
20–CA–175	Handy Spot Co.
10–CA–143	Happ Brothers Co., Inc.
15–CA–70	Hattiesburg Lumber & Supply Co.
21–CA–134	Holm, Walter, & Co.
10–CA–580	Home Stores Inc.
8–CA–109	Hoover Co., The.
7–CA–99	Horst Manufacturing Co.
10–CA–6	Horton's Laundry Inc.
13–CA–63	Indianapolis Glove Co.
31–CA–119	In-Sink-Erator Manufacturing Co.
13–CA–113	International Harvester Co.
32–CA–41	International Shoe Co.
1–CA–299	Isreal Putnam Mills, Inc.
5–CA–56	IX, Frank & Sons Co.
10–CA–36	Jasper National Mattress Co.
10–CA–45	Joy Silk Mills, Inc.
1–CA–41	Kallaher & Mee, Inc.
9–CA–57	Kentucky Utilities Co., Inc.
10–CA–176	L & H Shirt Co., Inc.
17–CA–42	Laclede Metal Products Co.
6–CA–122	Landis Tool Co.
10–CA–282	Lane, John G., Lines, John G. Lane.
39–CA–5	Laredo Daily Times, The.
10–CA–531	Lerner Shops of Alabama, Inc.
10–CA–279	Lily-Tulip Cup Corp.
35–CA–9	Linde Air Products Co., The.
21–CA–299	Lloyd Corp.
33–CA–4	Lone Star Cotton Mills Inc., The.
21–CA–320	Los Angeles Turf Club, Inc.
8–CA–59	Louisville Title.
10–CA–252	Maclin, John H., Peanut Co., Inc.
34–CA–54	Madix Asphalt Roofing Corp.
1–CA–177	Maine Fillet Co.
5–CA–86	Matlack E. Brooke, Inc.
10–CA–153	Merry Brothers Brick & Tile Co.
10–CA–94	Miller, Georgia, Inc.
32–CA–21	Minnesota Mining & Manufacturing Co.
15–CA–86	Mississippi Products, Inc.
10–CA–188	Mitchell Canneries, Inc.
21–CA–110	Monterey Modes.
13–CA–250	Morand Brothers Beverage Co.
34–CA–37	Morowebb Cotton Mills Co.

10–CA–191	Morristown Knitting Mill.
2–CA–284	Mosow, William A.
3–CA–46	McGraw Construction Co., Inc.
2–CA–239	McMullen-Leavens Co.
15–CA–45	Nabors, W. C., Co.
6–CA–69	National Biscuit Co.
17–CA–113	Newberry, J. J., Co.
2–CA–233	Newman, H. Milton.
4–CA–33	New Jersey Carpet Mills, Inc.
10–CA–557	New York Laundry, New York Steam Laundry, d/b/a.
5–CA–100	Norfold Southern Bus Corp.
13–CA–117	Northeastern Indiana Broadcasting Co., Inc., WKJG.
8–CA–25	North Electric Manufacturing Co., The.
20–CA–81	Northern Motor Co.
3–CA–26	Norwich Knitting Co.
4–CA–117	Nu-Car Co., Nu-Car Carrier Co.
13–CA–109	Nye Tool Co.
21–CA–300	Ohio Oil Co.
16–CA–115	Oklahoma Coca-Cola Bottling Co.
32–CA–38	Ozark Dam Constructors & Fillippin Material Co.
18–CA–65	Pacific Gamble Robinson Co.
38–CA–50	Panaderia La Reguladora Jose Garcia Donis.
38–CA–13	Panaderia Sucesion Alonso.
13–CA–59	Patterson, J. H., Co.
10–CA–553	Pepsi-Cola Bottling Co., of Garsden.
4–CA–63	Pettins, George F., Inc.
10–CA–205	Phillips, Dr. P., Canning Co.
20–CA–120	Pinkerton's National Detective Agency, Inc.
38–CA–1	Porto Rico Container Corp. The.
32–CA–27	Powell Brothers Truck Line.
34–CA–44	Premier Worsted Mill.
30–CA–13	Public Service Co.
21–CA–151	Punch & Judy Togs, Inc.
32–CA–31	Pure Automotive Service.
13–CA–27	Rawleigh, W. T., Co.
10–CA–211	Red Rock Co., The & The Red Rock Cola Co.
19–CA–9	Red Spot Electric Co.
20–CA–136	Remington Rand, Inc.
3–CA–32	Resnick, Julius, Inc.
20–CA–155	Rico, Manuel.
8–CA–83	Roadway Express Inc.
5–CA–132	Roanoke Garment Co.
36–CA–29	Rough & Ready Lumber Co.
10–CA–190	Rowland, D. H. Lumber Mills, L. O. Rowland.
14–CA–41	Rub-R-Engraving Co.
15–CA–33	Rutter-Rex, J. H., Manufacturing Co., Inc.
33–CA–2	Savage Painting Co.
8–CA–82	Shields Engineering & Manufacturing Co.
13–CA–29	Skyline Co. The
10–CA–30	Smith & Kelly Co.
16–CA–119	Smith Ray Transport Co.
10–CA–276	Southeastern Optical Co., Inc.
10–CA–40	Southern Dairies, Inc.
7–CA–8	Stainless Ware Co. of America.
4–CA–119	Star Metal Manufacturing Co., Inc
10–CA–99	Stockham Pipe Fittings Co.
4–CA–141	Stoker Manufacturing Co.
16–CA–72	Sunray Oil Corp.
1–CA–207	Sussex Hat, Inc.
34–CA–15	Swift & Co., Dairy & Poultry Division Plant.
10–CA–274	Tampa Sand & Material Co.
21–CA–73	Tan Juan of Hollywood.
8–CA–99	Telephone Service Co., of Ohio The, Mount Vernon Telephone Corp.
10–CA–158	Tennessee Egg Co.
10–CA–286	Tennessee Knitting Mills, Inc.
16–CA–62	Texas Miller Hat Products, Inc.
10–CA–26	Thomaston Cotton Mills.
14–CA–10	Tiffany Stand Co.
21–CA–135	Towsend, M. L., "Red", Hudson Car Dealer.
16–CA–71	Tri State Casualty Insurance Co.
14–CA–85	Union Starch & Refining Co.
16–CA–130	United Aircraft Corp.
21–CA–180	U. S. Gypsum Co.

856215—50——14

8–CA–111	Valley Broadcasting Co., The.
2–CA–283	Vanleeck, Everett, Y., Co., Inc.
1–CA–154	Vermont American Furniture Corp.
21–CA–205	Virtue Brothers Manufacturing Co.
37–CA–8	Wagon Wheel, Dr. Charles Goo.
16–CA–45	Weatherford Spring Co.
4–CA–16	Weaver Wintark, H. Webb, C. A. Webb, Mary Webb, d/b/a.
18–CA–25	Webster Cooperative Dairy Association.
15–CA–26	West Boylston Manufacturing Co.
21–C–468	Western Wear of California Inc.
16–CA–38	Westex Boot & Shoe Co.
20–CA–163	Westinghouse Pacific Coast Brake Co.
16–CA–26	West Texas Utilities Co.
21–CA–78	Wilshire Pictures Corp.
20–CA–67	Woolworth F. W. Co., Modesto Store.
6–CA–7	York & Foster, Inc.

C. *LMRA: CB cases—charge of unfair labor practices committed by a union under section 8 (b) (1) (2) (3) (5) (6)*

8–CB–7	CIO-Auto Workers & Local 951 (North Electric Manufacturing Co., The).
10–CB–27	AFL Boilermakers, Local 656 (Combustion Engineering Co.).
6–CB–30	AFL Bridge Structural Iron Workers, Local 3 & O. J. Royer, Its Agent (Dinardo Inc.).
36–CB–2	AFL Building & Construction Trades Council of Portland & Vicinity, & Millwrights & Machine Erectors Local 1857 Affiliated with Carpenters AFL (Fry, Lloyd A. Roofing Co. & Volney Felt Mills, Inc.).
21–CB–68	AFL Building Service Employees Pari-Mutuel Employees Guild Local 280 8 (b) 2 indicated in language of charge involving 1 employee. (Hollywood Turf Club).
30–CB–1	AFL Electrical Workers, Local B–1436 (Public Service Co. of Colorado, The).
3–CB–11	AFL Engineers, Operating, Engineers, Locals 545, 545A, & 545B (Underpinning & Foundation Co., Inc.).
2–CB–59	CIO Electrical, Radio Workers, Local 436 (General Instrument Corp.).
21–CB–18	AFL Garment Workers Ladies Sportswear & Cotton Garment Workers Local 266 (Tan Juan of Hollywood).
14–CB–13	Grain Processors' Independent Union Local 1 (Union Starch & Refining Co.).
20–CB–34	AFL Hotel & Restaurant Employees Bartenders Union Local 52 (Tropical Club, Harry Diaz & N. W. Maroosis d/b/a).
20–CB–19	CIO Longshoremen & Warehousemen (Members of Waterfront Employers Association of the Pacific Coast).
20–CB–33	CIO Longshoremen & Warehousemen & Contract Guard's & Patrolmen's Organizing Committee (Pinkerton's National Detective Agency, Inc.).
20–CB–38	CIO Longshoremen & Warehousemen (Waterfront Employers Association of the Pacific Coast. (Additional Charge 1) Waterfront Employers Association of California, San Francisco Bay Area. (Additional Charge 2) Waterfront Employers Association of California, Los Angeles Port Area including San Pedro. (Additional Charge 3) Waterfront Employers Association of Oregon & Columbia River.)

36–CB–4 CIO Longshoremen & Warehousemen Local 12 (Irwin-Lyons Lumber Co., a Corp.).
1–CB–24 Maine Seafood & Fishermen's Benevolent Association & Its successor Independent Federation of Labor (Maine Fillet Co.).
2–CB–87 CIO Maritime U. & Joseph Curran, M. Hedley Stone, Howard McKenzie, Ferdinand C. Smith & Chester Young, Agents (Committee For Company's & Agents, Atlantic & Gulf Coasts, Unlicensed Personnel).
14–CB–14 Mine Workers of America, Progressive & Local Union 13 and District 1 and District 7 (Randolph Coal Co., Eureka No. 2 Mine).
6–CB–10 Mine Workers, District 31 (Ruthbell Coal Co.).
5–CB–14 Mine Workers, & John L. Lewis (Jones & Laughlin Steel Corp. et al.).
2–CB–75 CIO Packinghouse Workers, Locals 49, 86, 93, 97, and 102, 104 (Wilson & Co., Inc.).
2–CB–88 CIO Radio Association, American & Carl W. Lundquist & William Steinberg, Agents (Atlantic & Gulf Coasts, Radio Officers).
1–CB–33 Shoe & Allied Craftsmen, Brotherhood of (E. J. Givren Shoe Co., Inc.).
21–CB–72 AFL Stage Employees Local 659 (Bell International Picture, Inc.).
21–CB–38 AFL Stage Empls. and Local 706 (Wilshire Pictures Corp.)
20–CB–29 AFL Teamsters Cannery Warehousemen, Food Processors, Drivers & Helpers Local 679 (Clara-Val Packing Co.).
2–CB–62 AFL Teamsters, Local 456 (Newman, H. M., H. Milton Newman, d/b/a).
2–CB–109 Wholesale and Warehouse Workers Union, Local 65 Independent (MacCanlis, H., Co., Inc.).
2–CB–110 Wholesale and Warehouse Workers Union, Local 65 Independent (Feibusch, E., Co.).

D. *LMRA: CC cases—charge of unfair labor practices committed by a union under section 8 (b) (4) (A), (B), (C)*

6–CC–17 AFL Building & Construction Trades Council of AFL Electrical Workers, Local 5 & AFL Engineers, Operating Local 66, Local 66A, 66B, 66C, Carpenters District Council of Pittsburgh & Vicinity, AFL Sheet Metal Workers Local 12 (Petredis & Fryer, George C. Petredis & Wm. S. Fryer, d/b/a).
17–CC–2 AFL Building & Construction Trades Council & AFL Carpenters, of Kansas City & Vicinity & AFL Teamsters, Local 541 (Steele, J. Ralph).
30–CC–3 AFL Denver Building & Construction Trades Council (Fellers, D. W., Inc.).
30–CC–4 AFL Denver Building & Construction Trades Council AFL Electrical Workers, Local 68, AFL Plumbers Local 3 (Grauman Co., The).
30–CC–5 AFL Denver Building & Construction Trades Council (Churches, William G.).
2–CC–62 Department Store Employees Union, Local 1250 (Oppenheim Collins & Co., Inc.).
35–CC–7 CIO Electrical, Radio Workers, & Local 813 (Ryan Construction Corp.).

2–CC–40	AFL Electrical Workers, Local 501 & Wm. Patterson (Langer, Samuel).
9–CC–21	AFL Electrical Workers, Local 16 (Schneider, Al J. Co., Inc.).
10–CC–11	AFL Electrical Workers, Local 760 (Roane-Anderson Co.)
36–CC–1	CIO Longshoremen & Warehousemen Local 12 (Irwin-Lyons Lumber Co., a Corp).
15–CC–10	CIO Marine Cooks & Marine Firemen, Oilers, Watertenders & Wipers Association, Pacific Coast (Todd-Johnson Dry Docks, Inc.).
35–CC–11	AFL Metal Polishers & Local 171 (Climax Machinery Co.).
8–CC–4	CIO-Oil Workers, Local Union 346 (Pure Oil Co., The).
13–CC–5	AFL Painters, Chicago Glaziers' Local 27 & John R. Hoffman, George H. Meyers (Joliet Paint & Glass Co. & Porter Glass Co.).
10–CC–16	AFL Plumbers & Steamfitters Union Local 498 & Robert Hadaway, its Agent (Pettus-Banister Co.).
2–CC–61	AFL Teamsters, Local 807, Truck Drivers & Chauffeurs (Schultz Refrigerating Service, Inc.).
2–CC–64	AFL Teamsters, Service Trade Chauffeurs, Salesmen, Warehousemen & Helpers Local 145 (Howland Dry Goods Co., The).
21–CC–26	AFL Teamsters Local 87 (Di Giorgio Wine Co.).

E. *LMRA: CD cases—charge of unfair labor practices committed by a union under section 8 (b) (4) (D)*

19–CD–4	CIO Longshoremen & Warehousemen, Local 16 (Juneau Spruce Corp.).
21–CD–19	AFL Los Angeles Building & Construction Trades Council & Lloyd A. Nashburn, Agent, AFL Carpenters, Millright & Machine Erector Local 1607 (Westinghouse Electric Corp. & Stone & Webster Engineering Corp.)
36–CD–2	CIO Marine Cooks (Irwin-Lyons Lumber Co., a Corp.

II. Representation Cases

A. *NLRA: R cases—petition by a union or an employer for certification of representatives for the purpose of collective bargaining under section 9, prior to amendment*

21–R–3788	Anheuser & Busch, Inc.
21–R–3997	Columbia Pictures Corp.
21–R–4006	Columbia Pictures Corp.
13–R–4271	International Harvester Co.
16–R–2174	Lufkin Foundry & Machine Co.
21–R–4087	Motion Picture Producers in the Southern California Area.
8–R–2724	North Electric Manufacturing Co.
20–R–2278	Pacific Transport Lines, Inc.
15–R–2191	Southern Ship Wrecking Corp.
91–R–1374	Stant Manufacturing Co.
15M–R–122	Tombigbee Electric Power Association.
20–R–1996	Wirts.

B. *LMRA: RC cases—petition by a union for certification of representatives for purpose of collective bargaining under section 9 (c) (1) (A) (i)*

2–RC–537	ABC Steel & Wire Co.
14–RC–553	A. D. T. Co.
13–RC–598	Abingdon Potteries, Inc.
7–RC–164	Acme Fast Freight
7–RC–449	Acorn Products Corp.
3–RC–189	Adam, J. N., & Co.
34–RC–120	Adams-Millis Corp.
1–RC–689	Adams Motors, Inc.
17–RC–374	Adams & Sons Grocer Co.
3–RC–143	Adirondack Core & Plug Co.
21–RC–536	Advance Welding Works.
6–RC–369	Advertising Display Plastics.
10–RC–194	Aircraft Service Corp.
19–RC–275	Air Metals, Inc.
4–RC–336	Air Terminal Restaurant.
10–RC–344	Alabama Brick & Tile Co.
39–RC–16	Alamo Refining Co.
19–RC–94	Alaska Salmon Industry, Inc.
19–RC–115	Alaska Salmon Industry, Inc.
19–RC–254	Alaska Salmon Industry, Inc.
20–RC–288	Alaska Steamship Co.
1–RC–812	Albany Felt Co.
14–RC–225	Albrecht Liquor Co.
10–RC–447	Alder Leopold Co.
19–RC–110	Alderwood Products Co.
4–RC–180	Allied Chemical & Dye Corp.
13–RC–713	Allied Chemical & Dye Corp.
6–RC–353	Allis-Chalmers Manufacturing Co.
10–RC–190	Allis-Chalmers Manufacturing Co.
7–RC–539	All Metal Pickeling Co.
10–RC–448	All States Constructors, Inc.
6–RC–359	Aluminum Company of America & Aluminum Cooking Utensil Co.
8–RC–206	Aluminum Co. of America.
13–RC–282	Aluminum Co. of America.
15–RC–212	Aluminum Ore Co.
10–RC–214	American Bakeries Co.
1–RC–835	American Bobbin Co.
10–RC–404	American Box & File Co.
6–RC–222	American Brake Shoe Co.
7–RC–395	American Brass Novelty Co.
2–RC–557	American Can Co.
13–RC–722	American Car & Foundry Co.
9–RC–179	American Container Corp.
21–RC–124	American District Telegraph Co.
10–RC–211	American Enka Corp.
2–RC–750	American Export Lines, Inc.
32–RC–100	American Finishing Co.
6–RC–302	American Forge & Manufacturing Co.
2–RC–535	American Globe Co.
3–RC–164	American Laundry Machinery Co.
15–RC–93	American Optical Co.
2–RC–1158	American Packing Co.
9–RC–254	American Radiator Standard Sanitary Corp.
13–RC–362	American Relay & Controls, Inc.
39–RC–5	American Republics Corp.
13–RC–538	American Rock Wool Corp.
7–RC–520	American Seating Co.
2–RC–1038	American Shuffleboard Co.
21–RC–220	American Smelting & Refining Co.
21–RC–818	American Smelting & Refining Co.
21–RC–262	American Smelting & Refining Co., Hayden Operation.
14–RC–659	American Steel Foundries.
4–RC–237	American Steel & Copper Industries, Inc.
10–RC–240	American Steel & Wire Co.
16–RC–273	American Steel & Wire Co.
5–RC–158	American Stores, Inc.
5–RC–226	American Stores Co.
5–RC–226	American Stores Co.
1–RC–848	American Tube Works Inc.
5–RC–224	American Viscose Corp.
9–RC–347	American Viscose Corp.
2–RC–383	Anaconda Wire and Cable Corp.
13–RC–300	Anaconda Wire & Cable Co.
15–RC–8	Anchor Gasoline Corp.
5–RC–330	Anchor Motor Freight, Inc.
14–RC–497	Anderson Laundry
35–RC–92	Anderson Stove Company, Inc.
10–RC–535	Andrews, O. B., Co.

7-RC-397	Ann Arbor Press, The.
4-RC-239	Ansley Radio & Television Co.
10-RC-244	Appalachian Marble Co.
36-RC-90	Apple Growers Association.
10-RC-229	Aragon-Baldwin Mills.
13-RC-656	Archer Iron Works
2-RC-705	Arden, Elizabeth Inc.
21-RC-680	Arizona Times, Inc.
15-RC-192	Arkansas Pipeline Corp.
2-RC-1096	Arko Products Inc.
2-RC-597	Armour & Co.
10-RC-209	Armour & Co.
10-RC-533	Armour & Co.
13-RC-408	Armour & Co.
18-RC-149	Armour & Co.
18-RC-173	Armour & Co.
18-RC-314	Armour & Co.
21-RC-583	Armour & Co.
30-RC-97	Armour & Co.
35-RC-89	Armour & Co.
4-RC-201	Armour Fertilizer Works.
6-RC-75	Armstrong Cork Co.
21-RC-393	Arrowhead & Puritas Water, Inc.
10-RC-302	Artcraft Co., Inc.
4-RC-176	Artcraft Hosiery Sales Corp.
9-RC-364	Ashland Coca-Cola Bottling Co.
1-RC-279	Associated Electronic Enterprises, Inc.
20-RC-545	Associated Garage, Frank W. Boyle.
1-RC-529	Associated Shoe Industries of Southeastern Massachusetts.
2-RC-336	Astor Packing Co.
2-RC-538	Athens Brush Co.
9-RC-459	Athens Home Telephone Co., The.
19-RC-138	Atkinson, Guy F., Co.
19-RC-247	Atkinson, Guy F., Co., & Jones, J. A. Construction Co.
19-RC-192	Atkinson & Jones Co.
10-RC-452	Atlanta Coca-Cola Bottling Co.
10-RC-545	Atlanta Metallic Casket Co.
39-RC-55	Atlantic Commission Co., Inc.
3-RC-250	Atlantic States Gas Co. of New York, Inc.
16-RC-330	Atlas Life Insurance Co.
18-RC-367	Atlas Plywood Corp.
13-RC-672	Atlas Tag Co.
1-RC-931	Atwood Motor Co.
13-RC-340	Austin Western Co.
3-RC-119	Auto-Lite Battery Corp.
7-RC-508	Auto-Lite Battery Corp.
35-RC-231	Auto-Lite Battery Corp.
13-RC-373	Automatic Electric Co.
13-RC-404	Automatic Electric Co.
13-RC-663	Automatic Paper Box Corp.
10-RC-593	Auto Supply & Equipment Co., Inc.
8-RC-436	Bailey Department Stores Co., The.
21-RC-603	Baker Ice Machine Co.
9-RC-127	Baldwin Co., The
21-RC-481	Ball Bros. Co., of California, Inc.
35-RC-185	Ball Brothers Co.
20-RC-361	Ballentine Produce Co., Inc.
5-RC-287	Baltimore Steam Packet Co.
1-RC-793	Bangor Auto Body Shop.
1-RC-846	Bangor Egg Co., Inc.
13-RC-453	Barnes, John S., Corp.
15-RC-94	Barnett Optical Corp.
2-RC-584	Barrow, H. Co., Inc.
5-RC-265	Barry, Martin J., Inc.
17-RC-372	Bar-Tack Manufacturing Co.
1-RC-939	Bartlett, F. A., Tree Export Co., The.
10-RC-552	Bassett's Dairy Products, Inc.
4-RC-272	Baugh & Sons Co.
16-RC-361	Beatrice Foods Co.
10-RC-544	Beaunit Mills, Inc.
21-RC-616	Bechtel Corp.
1-RC-514	Belle Moccasin, Inc.
10-RC-532	Bell, S. D., Dental Manufacturing Co., Inc.
19-RC-135	Bell Wyman Co.
13-RC-418	Belmont Radio Corp.
5-RC-216	Belvedere Hotel Corp.
1-RC-425	Benrus Watch Co.
9-RC-291	Bentwood Products, Inc.
7-RC-294	Beurmann-Marshall, Inc.
1-RC-782	Bigelow-Sanford Carpet Co., Inc.
5-RC-327	Biggs Antique Co.
34-RC-87	Biltmore Manufacturing Co.
15-RC-190	Binswanger Mirror Co.
30-RC-107	Birdsall-Stockdale Motor Co.
10-RC-243	Birmingham Paper Co.
8-RC-262	Bliss, E. W., Co.
10-RC-273	Block Brothers, George Block.
13-RC-444	Block & Kuhl Department Store.
2-RC-887	Bloomingdale Brothers Inc.
21-RC-496	Blue Diamond Corp.
10-RC-230	Boaz Mills, Inc.
18-RC-69	Boggs Manufacturing Co.
3-RC-148	Boland & Cornelius Co.

18–RC–347	Boland Manufacturing Co.
2–RC–775	Bonat, Samuel & Bro., Inc.
4–RC–374	Bond Crown & Cork Co.
2–RC–312	Bond Industrial Maintenance Co.
1–RC–966	Bond Stores, Inc.
4–RC–410	Bond Stores, Inc.
16–RC–379	Bonham Cotton Mills.
2–RC–859	Bonwit-Teller, Inc.
2–RC–461	Boorum & Pease Co.
2–RC–682	Borck-Stevens Bakery Co.
8–RC–415	Borden Co., The, Borden Cheese Division, The.
21–RC–828	Borden Co.
16–RC–256	Borden Co., The.
7–RC–516	Borden's Ice Cream Co.
39–RC–56	Bordo Products Co.
7–RC–462	Borg-Warner, Ingersoll Steel Division.
14–RC–348	Borg-Warner Corp., Norge Division of.
7–RC–417	Boston Department Store.
17–RC–294	Brandeis, J. L. & Sons.
10–RC–599	Brandon Corp.
21–RC–359	Braun Corp. Industrial Chemicals.
10–RC–485	Bray, J. N., Co., The.
1–RC–936	Brightwater Paper Co.
21–RC–588	Broadway Department Stores, Inc.
2–RC–934	Broadway Iron & Pipe Corp.
35–RC–146	Broderick Co , The.
16–RC–172	Brown Express, H. P. Brown.
15–RC–176	Brown Oil Tools, Inc.
10–RC–284	Brown, Pryor, Transfer Co.
14–RC–470	Brown Shoe Co., Inc.
7–RC–421	Brunswick Balke Collender Co.
9–RC–312	Bryant, James, Motors, Inc.
4–RC–454	Bundy Tubing Co.
34–RC–102	Burgess Manufacturing Co.
21–RC–666	Burnett & Burnett.
2–RC–770	Burns, William J., International Detective Agency.
2–RC–754	Burroughs Adding Machine Co.
1–RC–794	Burrows & Sanborn, Inc.
20–RC–544	Butte Motors, Jack Taylor & Paul Bullard.
39–RC–57	Buron-Jackson Co.
21–RC–297	Caffers & Sattler.
32–RC–56	Cain Canning Co.
20–RC–214	Calaveras Cement Co.
9–RC–270	Caldwell, W. E., Co.
20–RC–325	California Growers, Inc.
15–RC–204	Calmes Engineering Co.
3–RC–235	Canlake Petroleum Corp.
36–RC–162	Cape Arago Lumber Co.
10–RC–388	Carbide & Carbon Chemicals Corp.
16–RC–207	Carbide & Carbon Chemicals Corp.
3–RC–209	Cary & Co., Inc.
10–RC–103	Case, J. I., Co.
18–RC–139	Case, J. I., Co.
18–RC–300	Case, J. I., Co.
18–RC–329	Case, J. I., Co.
20–RC–181	Case, J. I., Co.
5–RC–127	Caskey Baking Co.
21–RC–286	Castle Dome Copper Co.
21–RC–401	Castle Dome Copper Co., Inc.
9–RC–411	Castle Showcase Co.
5–RC–241	Celanese Corp. of America.
5–RC–258	Celanese Corp of America.
10–RC–393	Celanese Corp. of America.
39–RC–17	Celanese Corp. of America.
15–RC–222	Celotex Corp., The.
10–RC–242	Central Bus Lines, Inc.
16–RC–294	Central Dairy Products Co., The
39–RC–62	Central Foods Co.
38–RC–90	Central Soller.
35–RC–153	Central Swallow Coach Lines, Inc.
2–RC–536	Central Wire Frame Co.
18–RC–362	Central Wisconsin Motor Transport Co.
7–RC–98	Certain-Teed Products Corp.
2–RC–377	Challon, Inc.
20–RC–340	Chanslor & Lyon Co.
21–RC–592	Charroin Manufacturing Co.
5–RC–279	Chesapeake Paperboard Co., The
5–RC–154	Chesapeake & Potomac Telephone of Virginia.
13–RC–291	Chicago Gray Line, Inc
13–RC–636	Chicago Journal of Commerce, Inc.
6–RC–96	Chicago Pneumatic Tool Co.
13–RC–593	Chicago Railway Equipment Co.
13–RC–520	Chicago Screw Co.
13–RC–633	Chicago Towel Co., Means, F. W., & Co.
16–RC–308	Chowctaw Cotton Oil Co.
20–RC–530	Christensen Diamond Products Co.
4–RC–329	Chrysler Corp.

7–RC–228	Chrysler Corp.
7–RC–328	Chrysler Corp.
7–RC–358	Chrysler Corp.
7–RC–524	Chrysler Corp.
21–RC–775	Chrysler Corp.
35–RC–116	Chrysler Corp.
7–RC–232	Chrysler Detroit Co.
1–RC–468	Church, H. B , Co.
13–RC–290	Churchill Cabinet Co.
17–RC–375	Churchill Truck Lines.
1–RC–982	Cianrus Co.
9–RC–325	Cincinnati Enquirer, The
9–RC–377	Cincinnati Industries, Inc.
16–RC–381	Cisco Hydrocarbon Corp
2–RC–451	City Auto Radiator Co
2–RC–512	Cities Service Oil Co. of Pennsylvania.
15–RC–195	Cities Service Refining Corp.
16–RC–194	City Transportation Co
3–RC–58	Civic Broadcasting Corp.
9–RC–378	Clayton & Lambert Manufacturing Co.
17–RC–421	Clearfield Cheese Co., Inc.
10–RC–569	Clelland Bus Lines, Inc.
8–RC–320	Cleveland Plastics, Inc.
20–RC–210	Cleveland Wrecking Co., The.
9–RC–313	Chppard Instrument Laboratory, Inc.
20–RC–413	Coast Pacific Lumber Co.
36–RC–164	Coast Pacific Lumber Co.
7–RC–139	Coca-Cola Bottling Co
16–RC–388	Coca-Cola Bottling Co.
2–RC–526	Cohen, J., & Brothers.
32–RC–92	Coleman, William H., Co.
4–RC–446	Cole's Trucking Service.
1–RC–499	Collins Brothers Machine Co.
19–RC–66	Colonial Construction Co.
10–RC–486	Colonial Stores, Inc.
34–RC–48	Colonial Stores, Inc.
4–RC–236	Colony Foods, Julius Paley.
30–RC–132	Colorado Insulating Co.
21–RC–309	Columbia Corp. et al.
19–RC–268	Columbia Ice & Cold Storage Co.
10–RC–251	Columbia Lumber & Manufacturing Co
9–RC–188	Columbian Carbon Co , The.
19–RC–59	Columbia Packing Co.
2–RC–921	Columbia Pictures Corp
21–RC–617	Columbia Pictures Corp.
13–RC–339	Commercial Solvents Corp.
13–RC–532	Commonwealth Plastics, Inc.
3–RC–207	Comstock Canning Corp.
13–RC–264	Conlon Brothers Manufacturing Co.
14–RC–274	Conrad, Inc.
21–RC–265	Consolidated Rock Products Co.
21–RC–302	Consolidated Rock Products Co.
10–RC–363	Constitution Publishing Co., The.
14–RC–577	Construction Materials Co.
4–RC–384	Continental Diamond
9–RC–346	Container Corp. of America.
13–RC–580	Container Corp. of America.
16–RC–352	Container Corp. of America.
16–RC–376	Container Corp. of America.
15–RC–260	Continental Oil Co.
7–RC–203	Continental Motors Corp.
7–RC–454	Continental Motors Corp.
16–RC–137	Corpus Christi Broadcasting Co.
20–RC–549	Coronado Copper & Zinc Co.
1–RC–665	Cote Motor Co., Inc.
2–RC–349	Covered Button Mould Manufacturers Association.
16–RC–249	Creamer-Dunlat Oil Field Equipment Co.
33–RC–50	Creamland Dairies, Inc.
13–RC–400	Cribben and Sexton Co.
2–RC–995	Crockett & Buss, Inc.
1–RC–385	Croker Burbank & Co., Association.
17–RC–151	Crome, Wm. F , & Co.
19–RC–316	Crown Zellerbach Co.
7–RC–227	Cummins Diesel Service & Sales of Michigan, Inc.
14–RC–287	Cupples-Hess Corp.
34–RC–75	Curtiss Motor Co.
18–RC–394	Curtiss Wright Corp.
15–RC–196	D & D Transportation Co.
18–RC–142	Dahl, Howard, WKBH, Inc.
16–RC–370	Dallas Fort Worth Brewing Co.
1–RC–135	Daly Brothers.
13–RC–585	Daly Brothers Shoe Co., Inc.
3–RC–52	Danahy-Faxon Stores, Inc.
2–RC–1262	Danbury Rubber Co.
8–RC–238	Danner Press, Inc.

20–RC–541	Darling Utah Corp.
1–RC–697	Davey Tree Expert Co., Inc., The.
1–RC–969	Davidson, H. M., Co.
16–RC–268	Day Manufacturing Co.
9–RC–109	Dearing, C. T., Printing Co.
10–RC–316	Decatur Box & Basket Co.
9–RC–332	Decker Clothes, Inc.
1–RC–784	Deep Rock, Inc.
18–RC–339	Deere Manufacturing Co.
18–RC–373	Deere Manufacturing Co.
8–RC–371	Defiance Automatic Screw.
7–RC–295	De Kleine, Franklin, Co.
4–RC–282	Delaware Broadcasting Co.
39–RC–36	Del Rio & Winter Garden Telephone Co.
39–RC–51	Delta Canning Co.
15–RC–203	Delta Bread Co.
05–RC–249	Delta Oxygen Co.
15–RC–246	Delta Pine Products Corp.
2–RC–808	DeLuxe Laboratories, Inc.
7–RC–290	DeMay's Printing Co.
16–RC–287	Denver Amarillo Express D. G.
30–RC–135	Denver-Colorado Springs Pueblo Motorway, Inc.
30–RC–114	Denver Smoked Fish Co.
30–RC–87	Denver Truck Exchange.
7–RC–334	Detroit & Canada Tunnel Corp.
7–RC–115	Detroit Canvas Manufacturers Association.
7–RC–485	Detroit Electronic Products.
1–RC–844	Dewey, A. G., Co., Inc.
39–RC–23	D'Hanis Brick & Tile Co.
39–RC–78	Diamond Alkali Co.
21–RC–701	Diamond Ice Co.
10–RC–64	DiGiorgio Fruit Corp.
13–RC–483	Dirilyte Co. of America, Inc.
34–RC–121	Dixie Spindle and Flyer Co.
15–RC–12	Dixon, L. E., & Co.
20–RC–256	Dodge, San Leandro Plant.
8–RC–212	Doehler, Jarvis, Corp.
5–RC–64	Dorchester House.
10–RC–157	Dortch Stove Works, Inc.
4–RC–270	Doubleday & Co., Inc.
13–RC–155	Douglass Public Service Corp. Bulk Liquid Departments.
1–RC–509	Dover Shoe Manufacturing Co.
21–RC–695	Drayer & Hanson Co.
15–RC–137	Drew Grocery Co.
13–RC–609	Drewry's Limited U. S. A., Inc.
1–RC–375	Dun & Bradstreet, Inc.
3–RC–184	Dupont de Nemours, E. I. Co.
10–RC–548	Dupont, E. I. DeNemours & Co.
2–RC–716	Eagle Electric Corp.
2–RC–876	Eagle Pencil Co.
2–RC–255	Eastern Cooperatives, Inc.
10–RC–543	Eberhart-Conway Co.
10–RC–536	Edgar Plastic Kaolin Co.
3–RC–259	Edwards, E. W., & Sons.
2–RC–956	Edwin Plating Co. & U. S. Brassturning Co.
9–RC–380	Electric Auto Lite Company, Die Casting.
1–RC–673	Electro Motive Manufacturing Co.
2–RC–1041	Elizabethtown Water Co., Consolidated.
33–RC–15	El Paso-Ysleta Bus Co., Inc.
17–RC–234	Ely & Walker Dry Goods Co.
1–RC–855	Empire Furniture Manufacturing Co., The.
10–RC–222	Empire Furniture Co.
30–RC–92	Empire Petroleum Co.
16–RC–225	Engineers & Fabricators, Inc.
5–RC–65	Engineering & Research Corp.
16–RC–106	Enid Cooperative Creamery Association.
6–RC–299	Erie Retail Furniture Dealers Association.
34–RC–59	Erwin Cotton Mills Co., Plant No 7
21–RC–556	Essex Wire Corp.
15–RC–251	Esso Standard Oil Co.
15–RC–201	Ethyl Corp.
15–RC–38	Ethyl Corp., Tetraethyl, Lead & Sodium Plant.
15–RC–89	Eunice Iron Works, Inc.
35–RC–198	Evans Milling Co.
4–RC–415	Evening Bulletin.
19–RC–106	Everett Automotive Jobbers Association, The.
3–RC–151	Everybodys Daily Publishing Co.
21–RC–557	Ewing Co.
5–RC–1	Excelsior Pearl Works, Inc.

10–RC–239	Fairbanks Co., The.
5–RC–164	Fairchild Engine & Airplane Corp.
10–RC–401	Fairchild Engine & Airplane Corp.
3–RC–94	Fairmont Foods Co.
18–RC–123	Fairmont Foods Co.
39–RC–22	Fairmont Foods, Inc.
39–RC–83	Fairmont Foods Co.
1–RC–865	Fall River Gas Works Co.
18–RC–405	Farley & Loetscher Manufacturing Co.
15–RC–126	Faulk-Collier Bonded Warehouses, Inc.
4–RC–233	Federal Creosoting Co.
7–RC–177	Federal Mogul Corp.
2–RC–683	Felt Body Corp. of America, Inc.
8–RC–355	Ferry Cap & Set Screw Co.
13–RC–313	Field, Marshall & Co.
13–RC–600	Filing Equipment Bureau of Illinois, Inc.
2–RC–378	Finkel Umbrella Frame Co.
13–RC–287	Firestone Tire & Rubber Co.
15–RC–48	Firestone Tire & Rubber Co.
15–RC–231	Firestone Tire & Rubber Co.
21–RC–812	Firestone Tire & Rubber Co.
32–RC–67	Firestone Tire & Rubber Co.
3–RC–223	Fitzsimons, John J.
16–RC–355	Fleming & Son, Inc.
34–RC–64	Fli-Back Co.
15–RC–120	Flintkote Co., The.
7–RC–534	Flint Lumber Co.
19–RC–223	Flodin Lumber Co.
10–RC–409	Florence Manufacturing Co.
13–RC–252	Florsheim Retail Boot Shop.
10–RC–476	Florida Wholesale Grocery Co., Inc.
8–RC–417	Flexible Co , The.
4–RC–119	Fogel Refrigerator Co
10–RC–155	Foote & Davies.
7–RC–356	Ford Motor Co., Lincoln Mercury Division.
17–RC–415	Ford Motor, Inc.
10–RC–192	Foremost Dairies, Inc.
21–RC–446	Forster Shipbuilding Co., Inc.
7–RC–482	Fort Industry Co , The.
6–RC–368	Fort Pitt Manufacturing Co.
16–RC–214	Fort Worth Steel Machinery Co.
16–RC–115	Foster Wheeler Corp.
18–RC–354	Fox, Abbott, . Lumber Co.
18–RC–418	Franklin Equipment Co.
5–RC–159	Franklin Laundry.
8–RC–253	French Oil Mill Machinery Co., The.
6–RC–106	Frick Co.
20–RC–586	Fruitvale Canning Co.
20–RC–234	Gabilan Iron & Machine Co.
17–RC–80	G. & D. Radiator Service.
6–RC–221	G. G. G. Metal Stamping Co , Inc.
39–RC–33	Galveston Cotton Exchange & Board of Trade.
30–RC–130	Gardner Denver Co.
2–RC–723	Gary Enterprises, Inc.
34–RC–51	Gate City Transit Co.
30–RC–111	Gates Rubber Co.
16–RC–292	Geier-Jackson, Inc.
7–RC–537	Gemmer Manufacturing Co.
3–RC–116	General Aniline & Film Corp.
3–RC–257	General Aniline & Film Corp.
32–RC–93	General Beverage Co.
14–RC–301	General Box Co.
10–RC–337	General Broadcasting Co.
4–RC–286	General Ceramic Co.
14–RC–603	General Conveyor & Manufacturing Co.
1–RC–383	General Electric Co.
1–RC–875	General Electric Co.
3–RC–90	General Electric Co.
9–RC–470	General Electric Co.
16–RC–186	General Electric Co.
19–RC–314	General Electric Co.
1–RC–800	General Electric Corp.
13–RC–232	General Electric Motor Co
21–RC–632	General Electric Supply Corp.
13–RC–594	General Mills, Inc.
8–RC–368	General Motors Corp.
17–RC–392	General Motors Corp.
35–RC–71	General Motors Corp.
7–RC–193	General Motors Corp., Detroit Transmission Division.
20–RC–284	General Nailing Machine Corp.
19–RC–47	General Petroleum Co.
10–RC–364	General Plywood Corp.
1–RC–979	General Products Co., Inc.
10–RC–387	General Steel Tank Co., Inc.
13–RC–403	General Time Instruments Corp.
15–RC–236	George C. Lucas, Trustee of The May Brothers.
10–RC–412	Georgia Fertilizer Co.

7–RC–123	Gerity Michigan Corp.
10–RC–391	Gibbs Corp.
5–RC–137	Gillett, F. W., & Co., Inc.
34–RC–112	Gittlin Charlotte Bag Co.
10–RC–382	Glazer Steel Corp
13–RC–245	Globe Houseware Co.
7–RC–522	Globe Knitting Works.
8–RC–386	Globe Steamship Co.
10–RC–376	Gluck Brothers, Inc.
21–RC–735	Goar's Service and Supply.
10–RC–343	Gobble-Fite Lumber Co.
35–RC–192	Goddard, Joseph A., & Co.
30–RC–110	Goldberg Brothers Manufacturing Co.
30–RC–168	Goldberg Brothers Manufacturing Co.
21–RC–472	Golden Krust Bakery, Voltz, Virgil V., d/b/a
19–RC–15	Gold Medal Dairies.
10–RC–303	Goodall Co.
6–RC–187	Goodrich, B. F., Co., The.
8–RC–203	Goodrich, B. F., Co.
8–RC–256	Goodrich, B. F., Co., The.
9–RC–401	Goodrich, B. F., Chemical Co.
13–RC–288	Goodrich, B. F., Co.
1–RC–913	Goodyear Rubber Sundries, Inc.
10–RC–329	Gordon Garment Corp.
10–RC–565	Goslin-Birmingham Manufacturing Co., Inc.
14–RC–400	Grady, J. H. Manufacturing Co.
1–RC–544	Grand Union, The.
18–RC–166	Granite City Transfer.
2–RC–308	Great Atlantic & Pacific Tea Co., The.
2–RC–1072	Great Atlantic & Pacific Tea Co., The.
7–RC–362	Great Atlantic & Pacific Tea Co.
9–RC–500	Great Atlantic & Pacific Tea Co., The.
10–RC–509	Great Atlantic & Pacific Tea Co , The.
2–RC–612	Greater New York Broadcasting Corp.
17–RC–216	Great Lakes Pipe Line Co.
17–RC–397	Great Lakes Pipe Line Co.
18–RC–78	Great Lakes Pipeline Co.
2–RC–524	Great Manufacturing & Machine Co.
13–RC–718	Green Bay Drop Forge Co.
20–RC–531	Green & Berry, Inc.
6–RC–220	Green, G. G , Manufacturing Corp.
15–RC–185	Green Lumber Co., The
34–RC–130	Greensboro News Co., Inc.
4–RC–110	Greene, Stephen, Co.
15–RC–148	Green Veneer Co.
5–RC–298	Gresham, E. T., Co., Inc.
7–RC–74	Grinnell Brothers.
9–RC–508	Grocer's Biscuit Co., Inc.
20–RC–280	Growers, Shippers, Vegetable Association of Central California, et al.
34–RC–100	Guilford Dairy.
1–RC–605	Guilford Woolen Mills Co.
16–RC–138	Gulf Coast Broadcasting Co.
15–RC–221	Gulf Naval Stores Co.
16–RC–196	Gulf Oil Corp.
15–RC–208	Gulfort Fertilizer Co.
15–RC–95	Gulf States Optical Laboratories.
20–RC–190	Guntert & Zimmerman
10–RC–375	H & W Studio & Lenak Studio.
2–RC–1055	Hackensack Water Co.
20–RC–3999	Haden, Bill, Inc.
20–RC–456	Hadley, F. E., & Sons, F. E. Hadley.
9–RC–307	Hagemann Glass Co., The.
4–RC–266	Hambleton Co., Inc.
1–RC–769	Hancock, John, Mutual Life Insurance Co.
36–RC–159	Harbor Plywood Corp. of Oregon.
7–RC–463	Harbor Springs Manufacturing Co.
32–RC–98	Hardin's Bakeries Management Corp.
2–RC–553	Harman Watch Co.
4–RC–330	Harrisburg Railway Co.
10–RC–170	Harris Transfer & Warehouse Co.
7–RC–96	Harter Corp.
1–RC–776	Hartford Times, The.
21–RC–542	Hartman Concrete Materials Co.
9–RC–278	Hart Manufacturing Co., Inc.
2–RC–913	Hawley & Hoops, Inc.
17–RC–376	Hawthorne Dairy Products Co.
19–RC–281	Hayslip Earl & Sons.
21–RC–646	Hayward Hotel.
2–RC–925	Hearn Department Stores, Inc.
2–RC–73	Hearst Consolidated Publications, Inc.
19–RC–263	Hearst Publishing Co.
6–RC–177	Heinz, H. J., Co.
7–RC–137	Heinz, H. J., Co.
8–RC–405	Heinz, H. J., Co.

1–RC–625	Heminway & Bartlett Manufacturing Co., The.
34–RC–66	Henderson Lumber Co.
15–RC–96	Hennessey Optical Jobbers.
9–RC–294	Herold & Sons Inc.
7–RC–410	Heyden Chemical Corp.
34–RC–140	Hibriten Chair Co., Inc.
19–RC–214	Highland Fruit Growers, Inc.
21–RC–555	Highland Park Chevrolet Co.
17–RC–213	Hi Lewis Oil Co.
2–RC–673	Hills Brothers Co.
17–RC–352	Hinky Dinky, American Community Stores Corp.
2–RC–1132	Hires, Charles E., Co.
9–RC–284	Hoagland Walter G Foundry & Machine Co.
14–RC–614	Hoehn Chevrolet Co
5–RC–115	Hoffman Upholstered Furniture.
1–RC–508	Ho Maid Food Products Co.
21–RC–730	Hopper Machine Works.
33–RC–78	Hortex Mfg. Co.
13–RC–637	Hotpoint, Inc.
8–RC–341	House of Guest, Inc., The.
16–RC–135	Houston Creosoting Co.
16–RC–149	Houston Production Co
39–RC–88	Houston Transit Co.
30–RC–50	Howe Machine & Supply Co.
10–RC–560	Holeproof Hosiery Co.
14–RC–620	Hollander & Company, Inc.
1–RC–392	Hollingsworth & Whitney Paper Co.
2–RC–590	Holmberg, August W., & Co., Inc
16–RC–307	Holmes, W. W., Lottie Apple Holmes Haley.
16–RC–311	Hubbard, J. H., & Son.
10–RC–202	Huber, J. W., Corp.
13–RC–405	Hudson Sharp Machine Co.
2–RC–1054	Hudson Transit Lines, Inc.
21–RC–366	Hughes Aircraft Co.
19–RC–45	Hull-Rodell Motors, Inc
21–RC–803	Hunt Foods, Inc.
39–RC–25	Hunt Tool Co.
2–RC–610	Hygrade Food Products Corp.
4–RC–230	Hygrade Food Products.
16–RC–366	Ideal Baking Co.
13–RC–301	Illini Swallowlines.
14–RC–523	Illinois Electric & Gas Co.
13–RC–437	Illinois Engineering Works.
13–RC–179	Illinois Institute of Technology
14–RC–692	Illinois Cities Water Co.
2–RC–846	Il Progresso Italo Americano Publishing Co., Inc.
2–RC–452	Independent Filter Press Co.
21–RC–611	Independent Motion Picture Producers Association.
35–RC–136	Indiana Desk Co.
35–RC–186	Indiana Limestone Co., Inc.
35–RC–247	Indianapolis Cleaners & Launderers Club.
35–RC–159	Indianapolis Glove Co.
35–RC–163	Indianapolis Newspapers.
35–RC–171	Indianapolis Times Publishing Co.
39–RC–8	Indianapolis Wire Bound Box Co.
21–RC–638	Industrial Power & Equipment Co.
9–RC–281	Inland Container Corp.
19–RC–116	Inland Empire Paper Co.
10–RC–423	Inman Mills, Inc.
21–RC–260	Inspiration Consolidated Copper Co.
2–RC–1136	Interchemical Corp.
9–RC–189	International Harvester Co.
9–RC–441	International Harvester Co.
9–RC–446	International Harvester Co.
9–RC–457	International Harvester Co.
13–RC–368	International Harvester Co.
32–RC–94	International Harvester Co.
35–RC–54	International Harvester Co.
33–RC–25	International Mineral & Chemical Corp.
15–RC–62	International Paper Co.
15–RC–88	International Paper Co.
21–RC–389	International Paper Co.
14–RC–598	International Shoe Co.
19–RC–56	Interstate Telephone Co.
2–RC–946	Irvington Varnish & Insulator Co.
20–RC–212	Iskenderian Dehydrator.
4–RC–406	IX, Frank & Sons Pennsylvania Corp.
13–RC–666	J & J Tool & Machine Co.
10–RC–499	Jacksonville Box Co.

10–RC–314	Jaclyn Hosiery Mills, Inc.
2–RC–347	Jacobs Brothers Co., Inc., The.
31–RC–25	Jacobsen Manufacturing Co.
36–RC–204	Jantzen Knitting Mills.
13–RC–212	Jefferson Electric Co.
34–RC–106	Jefferson Standard Broadcasting Co.
9–RC–145	Jeffery Manufacturing Co.
2–RC–539	Joal Art Co.
5–RC–120	Jobbers Pants Company, Standard Garments, Inc.
7–RC–143	Johns Brothers.
15–RC–115	Johns-Manville Insulation Board Plant.
3–RC–174	Johnson City Publishing Co.
18–RC–381	Johnson Optical Co.
1–RC–790	Johnson Shoes, Inc.
18–RC–328	Johnston Lawnmower Co.
16–RC–262	Johnston Manufacturing Co.
2–RC–453	Joma Manufacturing Co.
13–RC–428	Jones, W. A., Foundry & Machine Co.
21–RC–748	KMTR Radio Corp.
20–RC–233	Kaiser-Frazer Parts Corp.
20–RC–446	Kaljian Chevrolet Co.
17–RC–204	Kansas-Nebraska Natural Gas Co., Inc.
2–RC–352	Kearfoot Manufacturing Corp.
20–RC–364	Kennecott Copper Corp.
21–RC–769	Kennecott Copper Corp
10–RC–460	Kennelly Transfer & Storage Co , Inc.
9–RC–161	Kentucky Utilities Co., Inc.
2–RC–348	Ketcham, G. M., Manufacturing Corp
13–RC–577	Keystone Printing Service.
18–RC–385	Kindy Optical Co.
7–RC–532	King, Brooks, Inc.
1–RC–482	Knapp Brothers Shoe Manufacturing Corp.
10–RC–410	Knight, J. T , & Son, Inc.
10–RC–206	Knoxville Sandgravel Material Co.
18–RC–163	Knudsen Brothers Ship Building & Dry Dock Co.
37–RC–28	Kona Light & Power Co., Ltd.
16–RC–238	Koon McNatt Storage & Transfer Co.
14–RC–633	Koppers Co., Inc.
1–RC–632	Koss Shoe Co , Inc
2–RC–549	Koven, L. O., & Brother, Inc
10–RC–606	Kraft Foods Co., The.
13–RC–475	Kresge, S. S., Co.
10–RC–473	Kroger Co.
32–RC–116	Kroger Co., The.
14–RC–299	Laclede Gas Light Co. (Station "A").
18–RC–349	Lake Superior District Power Co.
7–RC–176	Lakey Foundry & Machine Co.
2–RC–601	La Manna, Azema & Farnan, Inc.
10–RC–379	Lamar-Rankin Co., Wholesale Drugs
10–RC–281	Lamson & Sessions Co.
16–RC–163	Larrance Tank Corp.
1–RC–600	Lassonde, Jos. M.
37–RC–14	Laupahoehoe Sugar Co.
15–RC–66	Laurel Textile Mills, Inc.
17–RC–267	Lebanon Laundry & Dry Cleaners.
1–RC–580	Leedon Webbing Co.
21–RC–379	Lee, Thomas S., Enterprises, Inc., Broadcasting System.
4–RC–151	Leigh Douglas Sky Advertising Corp.
7–RC–391	Leonard Refining Co.
10–RC–417	Lerio Corp., The.
15–RC–167	Levy, Louis, Grocer Co
14–RC–465	Lewis Brothers Bakeries, Inc.
4–RC–409	Lieberknecht Karl, Inc
1–RC–433	Liggett Drug Co., Inc.
8–RC–131	Line Materials Co.
8–RC–346	Line Materials Co.
2–RC–1049	Linen Thread Co., Inc.
5–RC–284	Linen Thread Co., Inc., Knox Mill.
8–RC–452	Livingston, Charles, & Sons.
2–RC–975	Loeser, Frederick, & Co., Inc
16–RC–134	Lone Star Products Co.
34–RC–61	Louise, Frances, Full-Fashioned Mills, Inc
15–RC–233	Louisiana Steel Drum Co.
36–RC–242	Lovegren Lumber Co.
1–RC–498	Lowell Industrial Development Co.
1–RC–496	Lowell Shuttle Co.
1–RC–519	Lumbard Watson Co.
13–RC–259	Lummus Co., The.
19–RC–312	Lundahl Motors, Inc.
18–RC–364	Lusk Candy Co.
4–RC–331	Lykens Hosiery Mills, Inc.
5–RC–129	Lynchburg Gas Co.
5–RC–248	Lynchburg Foundry Co.

10–RC–371	MacDonald Printing Co , Inc.
39–RC–66	McCarthy Chemical Co.
10–RC–482	McClellans Store Co.
10–RC–495	McDonald, Wm. P., Corp.
8–RC–169	McGean Chemical Co.
15–RC–32	McGraw Curran Lumber Co.
4–RC–306	McIntire, Magee & Brown Co.
15–RC–142	McKamie Cleaning Co., Inc.
15–RC–161	McKesson & Robbins, Inc.
14–RC–224	McKesson & Robbins, Inc.
16–RC–221	McMillian, Earl, Co.
2–RC–798	Macy, R. H., & Co., Inc.
31–RC–29	Madison-Kipp Corp.
1–RC–927	Magrane, P. B., Inc.
1–RC–355	Mahoney Chair Co.
7–RC–413	Mahon, R. C., Co.
34–RC–104	Maiden Spinning Mills, Inc.
1–RC–539	Maine Central Transportation Co.
16–RC–345	Makins Sand & Gravel Co , Inc.
14–RC–608	Mallinckrodt Chemical Co.
10–RC–480	Malone Freight Lines, Inc.
1–RC–791	Manchester Wood Heel Co., Inc.
34–RC–136	Manhattan Shirt Co.
2–RC–540	Manhattan Wire Goods Co.
7–RC–456	Manistee Salt Works.
2–RC–635	Mariner Steamship Co.
8–RC–194	Marion Power Shovel Co.
34–RC–114	Marshall Manufacturing & Processing Co.
4–RC–312	Marshall, Thomas M., Co.
10–RC–531	Martin Brothers.
20–RC–373	Martinelli, S., & Co.
15–RC–79	Martin, Roy O., Lumber Co , Inc.
9–RC–203	Martin, W. R., Co.
10–RC–418	Mary Jane Stores of Florida, Inc.
5–RC–316	Maryland Dry Dock Co.
7–RC–168	Mastick, Inc.
36–RC–262	Matheny Creek Lumber Co.
5–RC–220	Mathieson Chemical Corp.
15–RC–59	Mathieson Chemical Corp.
5–RC–320	May Co., Department Stores.
14–RC–434	May Department Stores Co., d/b/a Famous Barr Co.
4–RC–347	Mechanical Devices Co., Inc.
36–RC–282	Meier & Frank Co.
1–RC–631	Mercer Paper Tube, Inc.
21–RC–233	Merchants Fire Dispatch.
18–RC–345	Meredith Publishing Co.
13–RC–440	Metal Cutting Tools, Inc.
1–RC–490	Metropolitan Ice Co.
2–RC–878	Metropolitan Life Insurance Co.
18–RC–400	Metropolitan Life Insurance Co.
7–RC–221	Midland Steel Products Co.
4–RC–313	Mid-States Gummed Paper Co.
7–RC–172	Midwest Metal Products Co.
10–RC–539	Miller Concrete Pipe Co.
15–RC–252	Miller Lumber Co.
13–RC–443	Miller-Woll, Inc.
6–RC–303	Mine Safety Appliances Co.
13–RC–615	Minneapolis Moline Co.
18–RC–257	Minnesota Mining & Manufacturing Co.
14–RC–424	Missouri Distributing Co., Inc.
17–RC–282	Missouri Service Co.
15–RC–171	Mississippi Tank Co.
9–RC–412	Model Laundry Co.
10–RC–323	Modern Coach Corp.
31–RC–36	Modern Equipment Co.
10–RC–527	Modern Upholstered Chair Co.
13–RC–250	Monarch Air Service.
21–RC–804	Monolith Portland Cement Co.
5–RC–148	Monroe Upholstering Co.
10–RC–368	Monsanto Chemical Co.
14–RC–441	Monsanto Chemical Co.
14–RC–451	Monsanto Chemical Co.
19–RC–46	Monsanto Chemical Co.
39–RC–50	Monte Alto Citrus Association.
33–RC–67	Montezuma Grocery Co.
17–RC–312	Montgomery Ward & Co.
21–RC–807	Montgomery Ward & Co.
15–RC–41	Monticello Charm Tred Mills, Inc.
15–RC–92	Monticello Cotton Mills, Inc.
21–RC–463	Morenci Water & Electric Co.

14–RC–623	Morley Manufacturing Co.
2–RC–866	Morris, William A., Inc.
34–RC–99	Morris, W. P., Lumber Co.
16–RC–318	Morrison Milling Co., The.
10–RC–353	Morristown Turning Co.
21–RC–448	Motor Replacement Co.
14–RC–227	Mound City Products Co.
10–RC–168	Munro-Van Helms Co., Inc.
16–RC–260	Murdock Tank Co.
4–RC–148	Murlin Manufacturing Co.
9–RC–200	Murphy, G. C., Co.
16–RC–386	Muskogee Dairy Products Co.
34–RC–96	Mutual Distributing Co.
21–RC–711	Myercord Co., Inc.
2–RC–848	Namm's, Inc.
21–RC–619	Nash Kelvinator Corp.
21–RC–634	Nash Kelvinator Corp.
2–RC–651	Nassau Utilities Fuel Corp.
8–RC–251	National Automotive Fibres, Inc.
10–RC–365	National Brands, Inc.
2–RC–660	National Broadcasting Co.
5–RC–214	National Carbide Corp.
9–RC–367	National Carbide Corp.
8–RC–237	National Carbon Co.
8–RC–186	National Carbon Co., Inc.
3–RC–251	National Cash Register Co., The Allen-Wales Adding Machine, Division of.
9–RC–410	National Distilleries Products Corp., The.
1–RC–837	National Folding Box, Co.
16–RC–338	National Geophysical Co., Inc.
2–RC–366	National Hardware Corp.
1–RC–744	National Lead Co.
4–RC–391	National Licorice Co.
5–RC–240	National Lumber Co., The.
10–RC–585	National Meat Packers, Inc.
8–RC–302	National Motor & Supply Co.
2–RC–298	National Surety Corp.
1–RC–893	Natural Products Co.
33–RC–45	Navajo Freight Lines, Inc.
17–RC–443	Nebraska Broadcasting Co., Inc.
2–RC–334	Necco Sales Corp.
16–RC–384	Nelson Grain Co.
13–RC–621	Nelson, Herman Corp.
8–RC–275	Nestles Co., Inc.
19–RC–248	Newberry-Neon-Electric Co.
13–RC–630	Newburg Machine Co.
19–RC–133	New England Fish Co.
1–RC–700	New England Forestry Service, Inc.
1–RC–946	New England Tree Experts Associates, Inc.
34–RC–92	New England Waste Co. (Charlotte Division).
1–RC–675	New Haven Pulp & Board Co., The.
2–RC–541	New Jersey Wire Goods Co.
33–RC–47	New Mexico Broadcasting Co.
15–RC–16	Newport Industries, Inc.
5–RC–235	Newport News Children's Dress Co.
6–RC–143	New York & Pennsylvania Co., Inc, The.
38–RC–45	New York & Porto Rico Steamship Co., et al., The.
10–RC–241	New York Steam Laundry, Inc., & Arrow Zoric Dry Cleaners.
7–RC–419	Nicholson Transit Co.
7–RC–557	Nicholson Transit Co.
1–RC–644	Nison Shoes, Inc.
15–RC–111	Noe, James A., Radio Station.
15–RC–106	Nola Optical Co.
5–RC–110	Nolde Bros., Inc.
10–RC–431	Norris, Inc.
30–RC–63	North Denver Lumber Co.
8–RC–51	North Electric Manufacturing Co., The.
18–RC–344	Northern Engineering Co.
32–RC–81	North Memphis Lumber Co.
7–RC–343	Northville Laboratories, Inc
19–RC–233	Northwest Freight Lines.
16–RC–139	Nueces Coast Broadcasting Co.
13–RC–677	Ny Lint Tool & Manufacturing Co.
36–RC–233	Oceanside Lumber Co.
34–RC–90	Oettinger Lumber Co., Inc.
8–RC–369	Ohio Associated Telephone Co., The.
8–RC–453	Ohio Boxboard Co., The.
8–RC–145	Ohio Power Co.
10–RC–373	Okeelanta Sugar Cooperative.
16–RC–265	Oklahoma Publishing Co.

16–RC–327	Oklahoma Transportation.
1–RC–792	Old Town Shoe Co.
1–RC–943	Olin Industries, Inc.
7–RC–409	Olympia Stadium Corp.
2–RC–496	Orange Roller Bearing Co.
36–RC–209	Oregon Portland Cement Co.
3–RC–112	O'Rourke Baking Co., Inc.
13–RC–461	Oster, John, Manufacturing Co.
31–RC–18	Outboard Marine & Manufacturing Co., Evinrude Motors Division.
7–RC–450	Overton, S. E., Co.
6–RC–92	Owens-Corning Fiberglas Corp.
8–RC–298	Owens-Corning Fiberglas Corp.
8–RC–356	Owens-Corning Fiberglas Corp.
13–RC–376	Owens-Illinois Glass Co.
4–RC–305	Owens-Illinois Glass Co., American.
14–RC–509	Ozark Central Telephone Co.
19–RC–128	Pacific Gamble Robinson Co.
20–RC–443	Pacific Gas & Electric Co.
20–RC–298	Pacific Grape Products Co
20–RC–304	Pacific Slope Lumber Co
21–RC–503	Pacific Tankers, Inc.
20–RC–186	Pacific Telephone & Telegraph Co.
36–RC–175	Pacific Telephone & Telegraph Co.
2–RC–1203	Packard Jackson Heights, Inc.
1–RC–521	Panther Moccasin Manufacturing Co
1–RC–722	Pappas, C., Co., Inc.
20–RC–495	Paraffine Companies, Inc.
14–RC–275	Paramount Liquor Co.
7–RC–533	Park Davis & Co.
16–RC–202	Patrick Shipside Warehouse Co.
4–RC–199	Patterson Parchment Paper Co.
16–RC–210	Patterson Steel Co.
4–RC–327	Paul & Beekman, Inc.
9–RC–241	Peal Manufacturing Co.
16–RC–328	Peaslee Gaulbert Corp.
1–RC–780	Peirce, S S, Co.
35–RC–109	Penn Coal Co., Inc.
4–RC–448	Penn-Hadley Mills, Inc.
6–RC–179	Penn Woven, Inc.
1–RC–748	Penobscot Shoe Co.
1–RC–770	Peter Pan Bus Lines.
14–RC–428	Pevely Dairy Co.
21–RC–614	Phelps-Dodge Corp.
31–RC–34	Phenix Manufacturing Co.
6–RC–305	Philadelphia Co.
4–RC–142	Philadelphia Electric & Manufacturing Co.
2–RC–678	Phillip Knitting Mills Lynn Knitting Mills.
16–RC–270	Phillips Chemical Co.
39–RC–61	Phillips Chemical Co.
16–RC–275	Phillips Petroleum Co.
19–RC–124	Phillips & Rowe.
8–RC–222	Phoenix Machine Co.
34–RC–124	Piedmont Leaf Tobacco Co.
10–RC–196	Pierce Motor Co.
39–RC–7	Piggly-Wiggly Corp.
34–RC–60	Pine Burr Fashioned Mill.
8–RC–270	Pittsburgh Plate Glass Co., Columbia Chemical Division.
10–RC–309	Pizitz Dry Goods Co
17–RC–285	Platte-Clay Electric Cooperative.
2–RC–542	Plymouth Metal Products.
10–RC–521	Plywood Plastic Corp.
9–RC–399	Portrait Frocks, Inc.
30–RC–123	Post Printing & Publishing Co.
33–RC–21	Potash Co. of America.
16–RC–205	Potosi Tie & Lumber Co.
13–RC–570	Powers Regulator Co.
5–RC–317	Powhatan Brass & Iron Works.
14–RC–416	Pre Cast Slab & Tile Co.
1–RC–929	Princeton Knitting Mills, Inc.
16–RC–264	Proctor & Gamble Manufacturing Co., The.
13–RC–270	Progressive Cleaners & Dyers, Inc.
9–RC–328	Prophet, Fred B., Co.
1–RC–443	Providence Public Market Co.
2–RC–627	Prudential Insurance Co of America, The.
2–RC–787	Public Service Electric & Gas Co. of New Jersey.
6–RC–293	Puritan Foundations Co., Inc.
6–RC–151	Quaker State Oil Refining Corp.
16–RC–312	Quanah Cotton Oil Co.
5–RC–165	Quick Service Laundry.
3–RC–258	Racquette River Paper Co., The.
4–RC–252	Radio Corporation of America.

9–RC–191	Raleigh Coca-Cola Bottling Works.
19–RC–136	Rankin Equipment Co.
9–RC–198	Rapid Electrotype Co.
19–RC–125	Rathbun Implement Co.
10–RC–530	Ray Lyon Co., Inc.
21–RC–468	Raymond, Harold Truck Sales, Inc.
35–RC–144	Read Canaday Co.
4–RC–426	Reading Hardware Corp.
9–RC–447	Ready-Mix Concrete Co.
35–RC–93	Recipe Foods, Inc.
10–RC–351	Red Bank Mill, Inc.
18–RC–252	Red Owl Stores, Inc.
20–RC–300	Red Star Industrial Service.
10–RC–381	Red Top Brewing Co.
2–RC–502	Republic Aviation Corp.
2–RC–748	Republic Pictures Corp.
3–RC–186	Republic Steel Corp.
7–RC–354	Rex Paper Co.
5–RC–210	Reynolds Metals Co.
9–RC–361	Reynolds Metals Co.
21–RC–842	Reynolds Metals Co.
36–RC–176	Reynolds Metals Co.
10–RC–237	Reynolds Metals Co., Reynalite Division.
34–RC–95	Reynolds, R. J., Tobacco Co.
14–RC–651	Rice-Stix Dry Goods Co.
9–RC–452	Rich Loaf, Inc.
7–RC–483	Richman Brothers Co.
15–RC–98	Riggs Optical Co.
16–RC–211	Rio Grande Valley Gas Co.
15–RC–138	Ritchie Grocery Co.
10–RC–591	Riverside Mills.
10–RC–395	Roane Anderson Co.
1–RC–733	Roberts, F. L., & Co., Inc.
9–RC–376	Robinson-Schwenn Store, The.
10–RC–466	Rock City Paper Box Co., Inc.
13–RC–273	Rockford Coca-Cola Bottling Co.
10–RC–356	Rock Hill Printing & Finishing Co.
13–RC–507	Rock Island Broadcasting Co.
13–RC–336	Rock-Ola Manufacturing Corp.
20–RC–165	Roddenberry Molica Co.
2–RC–821	Roddis Plywood & Door Co., Inc.
16–RC–248	Rohn & Haas.
7–RC–446	Roosevelt Oil & Refining Corp.
13–RC–471	Roper, George D., Corp.
5–RC–329	Rosedale Passenger Lines, Inc.
4–RC–442	Rosen, Samuel, Co.
10–RC–283	Rowe Transfer & Storage Co.
34–RC–137	Royal Cotton Mill.
1–RC–900	Royal Crown of Merrimac Valley, Inc.
10–RC–385	Royal Palm Ice Co.
10–RC–450	Royal Palm Ice Co.
1–RC–562	Royal Shoe Co., Inc.
10–RC–430	Rubin Brothers Footwear, Inc.
19–RC–146	Safeway Stores, Inc.
14–RC–656	St. Joseph Lead Co.
14–RC–276	St. Louis Wholesale Drug Co.
7–RC–442	St. Regis Paper Co.
15–RC–109	St. Regis Paper Co.
19–RC–86	St. Regis Pulp Co. (Kraft Pulp Division).
21–RC–654	Salinas Valley Vegetable Exchange.
39–RC–77	San Antonio Machine & Supply Co.
1–RC–621	Sandler Moccasin Co., Inc.
8–RC–285	Sandusky Newspapers, Inc.
1–RC–709	Sangerville Woolen Mills, Inc.
16–RC–254	San Marcos Telephone Co.
1–RC–376	San-Nap-Pak Manufacturing Co., Inc.
16–RC–60	Santa Fe Trail Transportation Co.
19–RC–217	Savage Lumber Co.
8–RC–367	Schaeffer Body, Inc.
9–RC–340	Schauer Machine Co.
21–RC–362	Schenley Distillers Corp.
7–RC–194	Scherer, R. P., Corp., Gelatin Products Division.
39 RC–26	Schlumberger Well Surveying Co.
1–RC–955	Schrafft, W. F., & Sons Corp.
14–RC–397	Schulman, A., Inc.
8–RC–466	Shultz Die Casting Co.
20–RC–415	Scott Motor Co.
30–RC–82	Screw Machine Products Co.
30–RC–127	Screw Machine Products Co., C. A., Braukman & Lucille A.
4–RC–295	Seaboard Container Corp.
9–RC–299	Seagram, Joseph E., & Sons, Inc.
4–RC–302	Sears Roebuck & Co.
21–RC–413	Seaside Oil Co.
18–RC–102	Seeger Refrigerator Co.

856215—50——15

35–RC–138	Selmer, H. & A., Inc.
3–RC–194	Seven-Up of Rochester, Inc.
16–RC–364	Shamrock Oil & Gas Corp., The.
8–RC–190	Sheffield Bronze Paint Corp.
35–RC–164	Shelbyville Desk Co.
13–RC–410	Sheldon Machine Co.
20–RC–331	Shell Chemical Corp.
17–RC–305	Shelly Oil Co., Pipe Line Department.
6–RC–372	Shenango Pottery Co.
16–RC–341	Sherman Manufacturing Co.
1–RC–819	Shevenelle, Prosper & Son, Inc.
18–RC–115	Shiely, J. L., Co.
13–RC–289	Shiller Brothers, Inc.
13–RC–504	Signode Steel Strapping Co.
20–RC–552	Silva, Wm. J., Co.
21–RC–59	Simpson Construction Co.
5–RC–257	Siris, A. J., Co., Inc.
34–RC–115	Skyline Cooperative Dairies.
13–RC–409	Slaby's, Mrs. Noodle, Co.
2–RC–624	Sloane, W. & J.
21–RC–433	Smith, A. O., Corp.
16–RC–325	Smith, Charles, Nash Co.
5–RC–181	Smith Douglas Co., Inc.
15–RC–244	Smith, MacGarment Co., Inc.
32–RC–106	Smith Rice Mill, Inc.
16–RC–200	Smith, W. J., Wood Preserving Co.
34–RC–65	Sock-It Co.
2–RC–429	Solar Manufacturing Corp.
19–RC–91	South Bend Fabricating Co.
15–RC–182	Southern Alkali Corp.
39–RC–45	Southern Co., The.
5–RC–130	Southern Dairies, Inc.
13–RC–256	Southern Electric, Inc.
5–RC–88	Southern Maryland Electric Cooperative, Inc.
10–RC–542	Southern Mills Corp.
10–RC–247	Southern Paperboard Corp
10–RC–538	South Georgia Pecan Shelling Co.
15–RC–173	Southland Oils, Inc.
16–RC–157	Southland Paper Mills, Inc.
16–RC–286	Southwestern Electric Service Co.
16–RC–209	Southwestern Supply & Machine Works.
13–RC–435	Sparton Teleoptic Co.
7–RC–282	Special Machine & Engineering Co.
35–RC–183	Spickelmier Co., & or Builders Sand & Gravel Co.
14–RC–688	Spiegel Fashion Shops.
2–RC–718	Spiral Binding Co.
2–RC–1068	Squibb, E. R., & Sons.
34–RC–94	Sronce Automotive Supply, Inc.
10–RC–238	Standard-Coosa-Thatcher Co. (Thatcher Mill).
14–RC–507	Standard Generator Service Co. of Missouri.
30–RC–104	Standard Oil Co. (Indiana).
1–RC–647	Standard Plastics Co., Inc.
9–RC–192	Standard Printing Co., Inc., The.
7–RC–484	Standard Products Co.
1–RC–828	Standard Pyroxoloid Co.
9–RC–408	Standard Register Co., The.
17–RC–368	Standard Super Stores.
16–RC–108	Stanolind Oil & Gas Process Research Section.
8–RC–445	Stark Broadcasting Corp.
10–RC–300	Steel, Inc.
18–RC–402	Steiger Lumber Co.
2–RC–824	Stern Brothers.
10–RC–455	Stokely Foods, Inc.
18–RC–169	Stokely Foods, Inc.
16–RC–396	Stone, J. E., Lumber Co.
20–RC–454	Strathmore District Orange Association.
15–RC–140	Strauss, F., & Son, Inc.
20–RC–535	Strong Co.
2–RC–258	Stuart, John, Inc., & John Widdicoms Co.
7–RC–526	Sturgis Foundry Corp.
13–RC–244	Suburban Transit System, Inc.
21–RC–320	Sun Photo Co.
39–RC–34	Sunshine Broadcasting Co., KTSA Radio Station.
36–RC–268	Superior Cheese Co.
9–RC–181	Superior Welting Co.
2–RC–552	Surprise Candy Co.
17–RC–266	Swanson, C. A., & Sons.
1–RC–540	Swift & Co.
1–RC–575	Swift & Co.
17–RC–230	Swift & Co.
20–RC–238	Swift & Co.
35–RC–97	Swift & Co.
1–RC–500	Swift & Co., H. L. Handy Co., d/b/a.
21–RC–671	Swoape Truck & Crane Service.

13–RC–607	T & T Tailoring Co.
10–RC–459	Tamiami Trail Tours, Inc.
10–RC–458	Tampa Transit Lines, Inc.
10–RC–432	Tanner Brice Co.
39–RC–63	Taormina Co.
35–RC–88	Tarzain, Sarkes.
9–RC–322	Taxi Cabs of Cincinnati, Inc. (Ferguson Division).
35–RC–203	Tell, William, Woodcrafters, Inc.
10–RC–528	Tennessee Corp., U. S Phosphoric Products Division.
10–RC–389	Tennessee Furniture Industries, Inc.
10–RC–340	Tennessee Valley Fertilizer Co-op, Inc.
16–RC–192	Texas Construction Material Co.
16–RC–247	Texas Foundries, Inc.
39–RC–3	Texas Long Leaf Lumber Co.
16–RC–147	Texas Public Service Co.
16–RC–269	Texas Vitrified Pipe Co.
16–RC–226	Texmass Petroleum Co.
39–RC–32	Texsun Citrus Exchange.
5–RC–131	Thalhimer Brothers, Inc.
5–RC–197	Thalhimer Brothers, Inc.
5–RC–261	Thalhimer Brothers, Inc.
20–RC–182	Thermoid Western Co.
20–RC–261	Thermoid Western Co.
10–RC–554	Thompson & Swaim Plywood Co.
7–RC–197	Timken Detroit Axle Co., The.
19–RC–105	Tingling & Powell & Electric Constructors, Inc.
8–RC–276	Tinnerman Products, Inc.
16–RC–191	Tin Processing Corp.
10–RC–411	Tip Top Grocery Co.
2–RC–368	Todd's Shipyard.
2–RC–621	Toledo Scale Co.
8–RC–379	Tool-Die Engineering Co., Casting Division.
7–RC–455	Tower Tool & Die Co.
14–RC–587	Transit Casualty Co.
7–RC–509	Trendle, Campbell, Broadcasting Co.
7–RC–437	Trenton Technical Laboratory.
1–RC–556	Tribune Publishing Co.
10–RC–342	Trueman Fertilizer Co.
2–RC–842	Trust Co. of New Jersey.
7–RC–243	Turner-Brooks, Inc. (Shade & Bline Department).
15–RC–146	Tyner-Petrus Co.
21–RC–810	Tyre Brothers Glass & Paint Co.
39–RC–74	Union Bus Lines, Inc.
3–RC–241	Union Carbide & Carbon Corp. (Electro Metallurgical Division).
21–RC–322	Union Steel Co.
2–RC–953	Unique Art Manufacturing Co.
2–RC–577	Unique Window Balance Co., Inc.
16–RC–310	United Aircraft Corp. (Chance Vought Aircraft Corp., Division).
32–RC–105	United Clay Mines Corp.
7–RC–475	United Drill & Tools Corp.
16–RC–166	United States Air Conditioning Corp.
1–RC–327	United States Gypsum Co.
2–RC–631	United States Gypsum Co.
2–RC–955	United States Gypsum Co.
4–RC–407	United States Gypsum Co.
6–RC–193	United States Gypsum Co.
7–RC–424	United States Gypsum Co.
18–RC–129	United States Gypsum Co.
20–RC–178	United States Gypsum Co.
20–RC–191	United States Gypsum Co.
21–RC–327	United States Gypsum Co.
21–RC–358	United States Gypsum Co.
21–RC–633	United States Gypsum Co.
7–RC–457	United States Gypsum Corp.
10–RC–566	United States Pipe & Foundry Co.
13–RC–342	United States Rubber Co.
13–RC–414	United States Rubber Co.
13–RC–700	United States Rubber Co.
21–RC–239	United States Rubber Co.
32–RC–122	United States Rubber Co.
7–RC–435	Universal Car & Service Co.
10–RC–577	Universal Exploration Co.
17–RC–262	Universal Sales Co.

2–RC–474	Universal Steel Equipment Co.
13–RC–567	Universal Tool & Die Works, Inc.
17–RC–242	Universal Trailer & Manufacturing Corp.
19–RC–249	Urban-Smythe & Warren Co.
19–RC–137	Utah & Idaho Sugar Co.
10–RC–422	Valdosta Milling Co., Inc.
10–RC–320	Vance Iron & Steel Co.
10–RC–582	Victor Chemical Works.
1–RC–656	Victory Plastics Co.
1–RC–622	Viner Brothers, Inc.
5–RC–102	Virginia Hosiery Mills, Inc.
5–RC–173	Virginia Stage Lines, Inc.
32–RC–102	Volney Felt Mills, Inc.
33–RC–66	Vaio, M., & Sons.
10–RC–601	WDXB Broadcasting Station.
38–RC–21	WIAC, Radio Station.
2–RC–338	WPIX Television Station, News Syndicate.
34–RC–85	WPTF Radio Co., The.
5–RC–244	WQQW Radio Station, Inc.
15–RC–108	WSMB, Inc.
8–RC–177	WSRS, Inc.
15–RC–228	W. & W. Pickle & Canning Co.
18–RC–192	Wahkonsa Foundry.
34–RC–139	Waldensian Hosiery Mills, Inc.
1–RC–981	Waldroth Label Corp.
32–RC–54	Walnut Ridge Manufacturing Co.
3–RC–225	Ware, LaFrance, Truck Corp.
21–RC–428	Warner Printing Co.
1–RC–732	Warners Brothers Co., The.
4–RC–198	Warren Foundry & Pipe Corp.
19–RC–144	Wasatch Oil Co.
9–RC–267	Washington Overall Manufacturing Co.
34–RC–103	Washington Tobacco Co.
9–RC–194	Waterproof Ohio Paper Co.
2–RC–881	Watson Flagg Machine Co.
7–RC–374	Watts & Whelan Co., Inc.
13–RC–675	Weatherhead Co., The.
3–RC–167	Weed & Co.
5–RC–80	Welding Shipyards, Inc.
18–RC–297	Wells, J. W., Lumber Co.
13–RC–417	Wells Manufacturing Co.
36–RC–143	Weyerhaeuser Timber Co.
15–RC–211	West Brook Manufacturing Co.
21–RC–348	West Coast Supply Co.
1–RC–559	Western Auto Supply Co.
13–RC–684	Western Condensing Co.
4–RC–403	Western Electric Co., Inc.
13–RC–511	Western Electric Co., Inc.
13–RC–647	Western Electric Co., Inc.
18–RC–398	Western Electric Co., Inc.
35–RC–175	Western Electric Co., Inc.
39–RC–18	Western Steel Co.
7–RC–84	Western Tablet & Stationery Corp., Kalamazoo Stationery Co.
36–RC–232	Western Veneer Co.
36–RC–294	Western Wool Storage Co.
6–RC–323	Westinghouse Air Brake Co.
1–RC–868	Westinghouse Electric Corp.
2–RC–247	Westinghouse Electric Corp.
17–RC–371	Westinghouse Electric Corp.
20–RC–473	Westinghouse Electric Corp.
6–RC–62	Westinghouse Electric Corp. (East Pittsburgh Division.)
20–RC–196	Westinghouse Electric Coast Brake Co.
8–RC–305	Westinghouse Electric Supply Co.
21–RC–445	Weston Biscuit Co., Inc.
20–RC–553	West San Joaquin Tractor Co.
5–RC–153	West Virginia Pulp & Paper Co.
10–RC–590	West Virginia Pulp & Paper Co.
4–RC–265	Wheeler, C. H., Manufacturing Co.
10–RC–567	White Belt Dairy Farms, Inc.
19–RC–301	White River Lumber Co.
2–RC–373	Whitecarver Truck Rental Corp.
9–RC–392	White Sulphur Springs Co.
10–RC–481	Whiteway Pure Milk Co.
20–RC–536	Willett, W. B., Co.
2–RC–981	Willys-Newark, Inc.

7–RC–138	Wilson Athletic Goods Manufacturing Co., Inc.
7–RC–357	Wilson Foundry & Machine Co.
3–RC–208	Wilson & Co.
18–RC–175	Wilson & Co.
10–RC–322	Wilson & Co., Inc.
10–RC–341	Wilson & Co., Inc.
13–RC–430	Wilson & Co., Inc.
17–RC–238	Wilson & Co., Inc.
18–RC–232	Wilson & Co., Inc.
18–RC–233	Wilson & Co., Inc.
18–RC–234	Wilson & Co., Inc.
8–RC–158	Wilson Transit Co.
10–RC–352	Winn & Lovett Grocery Co., Inc.
18–RC–289	Winston & Newell Co.
1–RC–897	Wise, Smith & Co., Inc.
2–RC–743	Wodaam Corp. (Radio Station WOV).
6–RC–242	Wolf Co., The.
16–RC–193	Wolf, John E., Co.
7–RC–170	Wolverine Shoe & Tanning Corp.
7–RC–323	Wolverine Upholstery Co.
10–RC–274	Woodward Iron Co., The.
9–RC–403	Woolworth, F. W., Co.
13–RC–434	Woolworth, F. W., Co.
1–RC–787	Wovencraft, Inc.
2–RC–689	Wright Aeronautical Corp.
2–RC–690	Wright Aeronautical Corp.
10–RC–525	Yarbrough Motor Co.
4–RC–277	York Paper Manufacturing Co., Inc.
8–RC–312	Zanesville Rapid Transit Co.

C. *LMRA: RM cases—petition by an employer for certification of representatives for purpose of collective bargaining under section 9 (c) (1) (B)*

8–RM–5	Akron Brick & Block Co.
2–RM–67	Armour & Co.
3–RM–34	Bailey Slipper Shop, Inc.
18–RM–28	Bay State Milling Co.
13–RM–21	Bee Products, Inc.
21–RM–85	Blue Diamond Corp.
18–RM–54	Borchert-Ingersoll, Inc.
34–RM–3	Caroline Power & Light Co.
2–RM–56	Cocoline Products, Inc.
3–RM–32	Comstock Canning Corp.
16–RM–14	Continental Bus System, Inc.
21–RM–98	Continental Southern Corp.
16–RM–13	Deep Rock Oil Corp.
2–RM–90	European Dyeing & Finishing Co.
20–RM–36	Gibson Paint Co.
1–RM–51	Greyhound Corp., The New England Greyhound Lines, Inc.
36–RM–26	Haleston Drug Stores.
21–RM–84	Hartman Concrete Materials Co.
2–RM–88	Hearn Department Stores, Inc.
19–RM–1	Hull-Rodell Motors, Inc.
20–RM–14	Kress, S. H., & Co.
8–RM–15	Liquid Carbonic Corp.
7–RM–23	Michigan Bell Telephone Co.
14–RM–12	Mid-Continent Coal Corp.
10–RM–24	Murray Motor Transport.
3–RM–29	Oswego Sheet Metal Works, Inc.
20–RM–18	Pacific American Shipowners Association.
18–RM–32	Preston Co-Operative Creamery Association.
2–RM–70	Prudential Insurance Co. of America, The.
35–RM–10	Retail Merchants Association of Terre Haute, Ind.
3–RM–26	Revere Copper & Brass, Inc.
2–RM–91	RKO Service Corp.
13–RM–28	Rockford Die & Tool Works, Inc.
13–RM–25	Shidler Brothers, Inc.
1–RM–23	Snodgrass, Ellis C., Inc.
10–RM–16	Standard-Coosa-Thatcher Co.
20–RM–31	Westinghouse Electric Corp.
21–RM–76	Whitney's.
7–RM–17	Yale Rubber Manufacturing Co.
2–RM–77	York Motor Express Co.

D. *LMRA: RD cases—petition by employees under section 9 (c) (1) (A) (ii) asserting that union previously certified or currently recognized by their employer as the bargaining agent no longer represents a majority of the employees in the appropriate unit*

2–RD–73	A. & M. Woodcraft, Inc., The.
4–RD–30	All American Metal Products Co., Inc.
21–RD–48	Allied Chemical & Dye Corp.
7–RD–41	Alma Trailer Co.
2–RD–59	American Lumbermen's Mutual Casualty Co. of Illinois.
15–RD–12	Arkansas Louisiana Gas Co.
30–RD–11	Art Neon Co.
6–RD–17	Auburn Rubber Corp.
5–RD–21	Baltimore Luggage Co.
16–RD–33	Best Motor Lines.
16–RD–32	Bethlehem Steel Co., Shipbuilding Division, Beaumont Yard.
13–RD–14	Bond Stores, Inc
15–RD–3	Bonita Ribbon Mills & Brewton Weaving.
9–RD–36	Brewer & Brewer Sons, Inc.
2–RD–68	Brown Bros. Foundry, Inc.
30–RD–6	Bussard Taxi & Bus Service.
36–RD–17	C & M Lumber Co., Inc.
21–RD–69	California Consumers Corp.
20–RD–24	Central California Ice Co.
9–RD–34	Conlon Baking Co.
9–RD–39	Cooperative Industries, Inc.
10–RD–32	Crane Co.
20–RD–13	Cutter Laboratories.
7–RD–46	Detroit Edison Co.
7–RD–48	Flint Lumber Co.
2–RD–56	Fox & Ehrlich, Samuel Fox & Isreal Ehrlich, Co-partners, d/b/a.
5–RD–13	Great Atlantic & Pacific Tea Co, The.
10–RD–41	Griffin Hosiery Mills, Inc.
7–RD–27	Hayes, Kelsey, Wheel Co.
5–RD–16	Hiden Warehouse & Forwarding Co.
7–RD–33	Hygrade Food Products Corp.
13–RD–23	Hyman-Michaels Co.
15–RD–15	Ingalls Shipbuilding Corp.
2–RD–53	Ives-Cameron Co., Inc.
21–RD–66	Jell-Well Dessert Co.
1–RD–36	Kartiganer Hat Corp.
9–RD–38	Knight, Maurice A., Sons Co.
7–RD–36	Kraft Foods Co.
3–RD–22	Liberty Tool & Die Corp.
16–RD–28	Lone Star Producing Co.
9–RD–28	Marietta Metal Products Co.
4–RD–21	Marine Fabricators, Inc
21–RD–73	Morse & Morse, Inc.
30–RD–10	Mountain States Telephone & Telegraph Co.
18–RD–16	Northwestern Auto Parts Co.
21–RD–55	North Whittier Heights Citrus Association.
4–RD–26	Oliver Transportation Co.
21–RD–25	Paramount Shoulder Pad Co.
2–RD–43	Petroleum Heat & Power Co.
16–RD–49	Phillips Petroleum Co.
8–RD–22	Radio Wire Co.
21–RD–64	Richfield Oil Corp.
2–RD–50	Roche Organon, Inc.
1–RD–37	Royal Crown of Boston, Inc.
14–RD–19	Sessers Manufacturing Co.
16–RD–44	Standard Brands, Inc.
13–RD–13	Standard Oil Co. (Indiana).
39–RD– 1	Stauffer Chemical Co. of Texas.
9–RD–27	Straitsville Brick Co.
15–RD–14	Swanson Hosiery Mills, Inc.
1–RD–29	Swift & Co., d/b/a Squire, John P., Co.
14–RD–23	Texas Co., The.
21–RD–23	Union Oil Co. of California.

1–RD–28	Veeder-Root, Inc.
21–RD–83	Weber Showcase & Fixture Co.
34–RD–11	Wheeler, A. W., & Son, Inc.
7–RD–44	Whitfield, Walter & Dawson.
1–RD–33	Whitten, J. O., Co.
3–RD–21	Wiard Plow Co.
16–RD–40	Willborn Brothers Co., Inc.
13–RD–21	Wilson & Co., Inc.
16–RD–36	Wilson & Co., Inc.
17–RD–14	Wilson & Co., Inc.
18–RD–22	Wilson & Co., Inc.
8–RD–15	Worthington Ball Co.
19–RD–16	Wraights, Inc.

III. Union-Shop Authorization Cases

A. LMRA, UA cases—petition by a labor organization asking that a contract be authorized requiring membership in such union as a condition of employment under section 9 (e) (1)

18–UA–108	Furniture Firms of Duluth.
19–UA–1767	Gold Medal Dairies.
21–UA–811	Refrigeration Engineering Co.
19–UA–582	St. Paul & Tacoma Lumber Co.
19–UA–1654	Suburban Transportation System.
2–UA–3661	Western Electric Co., Inc.
2–UA–4702	Wilson, Prescott C.

APPENDIX D

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE PERIOD JULY 1, 1948–JUNE 30, 1949

Section 3 (c) of the act requires that the Board report in detail "the decisions it has rendered." These are enumerated in three groups, by type of case and by type of decision.

I. Unfair Labor Practice Cases

A. *Cases decided after contest*

1. NLRA—C cases

16–C–1530	Abercrombie, J. S., Co.
13–C–2483	Agar Packing & Provision Corp.
14–C–1238	Alder Metal Products Corp.
10–C–1811	Aldora Mills.
5–C–1976	Allen Morrison Sign Co., Inc.
2–C–5963	American Book—Stratford Press, Inc.
7–C–1799	American District Telegraph Co.
15–C–1175	Amory Garment Co., Inc.
15M–C–1217	Artcraft Hosiery Co., Inc.
21–C–2735	Association of Motion Picture Producers, Inc.
10–C–1940	Atlanta Broadcasting Co.
10–C–1772	Atlantic Ice & Coal Co.
10–C–1893	Atlantic Stages, J. A. Booker d/b/a.
13–C–3110	Autopart Manufacturing Co.
14–C–1264	Auto Stove Works.
7–C–1405	Barton Brass Works & Precision Machined Part Co.
1–C–2790	Bean, D. D., & Sons.
15–C–1210	Bentley, J. A., Lumber Co.
2–C–6055	Bergen Point Iron Works, a Corp.
10–C–1995	Bibb Manufacturing Co., Plant No. 1.
13–C–2757	Bingham's Samuel, Sons Manufacturing Co.
17–C–1479	Boss Manufacturing Co.
2–C–6876	Brooklyn Corset Co., Inc.
7–C–1611	Burnette Casting Co.
10–C–1923	Burns Brick Co.
20–C–1566	Califruit Canning Co.
13–C–2799	Carnegie-Illinois Steel Corp.
10–C–2219	Cedartown Yarn Mills, Inc.
21–C–2505	Columbia Pictures.
17–C–1405	Columbian Carbon Co.
10–C–1942	Cookersville Shirt Co.
15M–C–1220	Cuffman Lumber Co., Inc., The.
10–C–2179	Dalton Telephone Co.
13–C–2943	Dearborn Glass Co.
10–C–1963	Deere, John, Plow Co.
17–C–1415	Des Moines Springfield & Southern Route, The.
7–C–1303	Detroit Gasket & Manufacturing Co.
10–C–1538	Dixie Manufacturing Co.
10–C–1906	Dixie Shirt Co., Inc.
2–C–6533	Don Juan, Inc.
15–C–1315	Dorsey Trailers, Inc
2–C–6509	Duro Test Corp.
2–C–5751	E. A. Laboratories, Inc.
9–C–2133	Eastern Coal Corp.
8–C–2014	Efficient Tool & Die Co., The.
13–C–3058	Electric Autolite Co., The.
4–C–1624	Electric City Dyeing Co.
10–C–2082	Empire Box Corp.
4–C–1609	Fogel Refrigerator Co.
16–C–1226	Fort Worth Transit Co.
4–C–1837	Franklin Hosiery Mills, Inc.
17D–C–1477	Fulton Bag & Cotton Mills.
2–C–6517	General Electric Corp.
10–C–2267	Gluck Bros., Inc.

13–C–3095	Goodyear Footwear Corp.
17–C–1543	Grace Co., The.
1–C–2540	Granite State Machine Co., Inc.
14–C–1265	Hamilton-Scheu & Walsh Shoe Corp.
10–C–2066	Highland Park Manufacturing Co., Plant.
16–C–1255	Hillsboro Cotton Mills.
5–C–2288	Hinde & Dauch Paper Co.
15–C–1302	Homes, D. H., Co., Ltd.
18–C–1379	Horn Manufacturing Co., Inc.
10–C–2157	Interchemical Corp.
21–C–3100	Interstate Engineering Corp.
6–C–1057	Jenks, Elwood M.
10–C–2115	Joanna Mills.
6–C–1137	Joy Togs, Inc.
1–C–2872	Judge, R. W., Optical Works.
14–C–1001	Kearney, James R., Corp.
5–C–2218	Kelco Corp.
6–C–1165	Kenna Metal, Inc.
4–C–1602	Lancaster Garment Co.
7–C–1475	Larsen Co., The.
10–C–2270	Lewis, J. C., Motor Co., Inc.
8–C–2108	Loudonville Milling Co., The.
10–C–2057	Macon Textile Co.
15–C–1205	Magnolia Cotton Mill Co., Inc., & N. & W. Overall Co., Inc.
19P–C–0007	Martin Brothers Box Co., The.
10–C–2083	Massey Gin and Machine Works, Inc.
15–C–1389	Mckinney Lumber Co., The.
9–C–2491	Mengel Co., The.
23–C–0068	Metropolitan Meat Market.
5–C–1564	Milburn, Alexander, Co., The.
13–C–3017	Myers Products Corp.
10–C–1925	Mylan Sparta Co., Inc.
6–C–1147	National Electric Products Co.
5–C–2194	National Plastic Products Co., The.
2–C–6820	Nelson, N. P., Iron Works, Inc.
8–C–2179	Ohio Power Co., The.
6–C–1059	Olympic Luggage Corp.
10–C–2184	Opelika Textile Mills, Inc.
14–C–1273	Opelika Textile Mills, Inc.
14–C–1092	Owens-Illinois Glass Co.
19–C–1573	Pacific Powder Co.
1–C–2970	Pappas, C., Co., Inc.
2–C–6529	Paramount Pictures, Inc.
16–C–1479	Pauls Valley Milling Co.
10–C–1962	Piedmont Cotton Mills.
5W–C–0019	Piedmont Wagon & Manufacturing Co.
4–C–1743	Polk, R. L., & Co.
16–C–1578	Postex Cotton Mills, Inc.
2–C–6599	Press Wireless Manufacturing Corp.
16–C–1501	Quarles Manufacturing Co., N. B. Quarrels, d/b/a.
2–C–6567	Raybestos Manhattan, Inc., The.
3–C– 934	Revere Copper & Brass, Inc.
15–C– 983	Rice-Stix of Arkansas, Inc.
10–C–1803	Russell Manufacturing Co., Inc.
15M–C– 28	Scott Paper Box Co.
1–C–2601	Selig Manufacturing Co.
16–C–1509	Sidran-Sportswear.
18–C–1417	Sioux City Brewing Co.
15–C–1065	Smith, W. T., Lumber Co.
14–C–1129	Socony Vacuum Oil Co., Inc.
10–C–2196	Southern Fruit Distributors, Inc.
20–C–1426	Stanislaus Canning Co.
15–C–1089	Steinberg & Co.
24–C–119	Sunland Biscuit Co., Inc.
13–C–2774	Superior Engraving Co.
16–C–1435	Supper-Cold Southwest Co.
10–C–2294	Tennessee Valley Broadcasting.
14–C–1125	Texas Co., The.
5–C–2123	Thomas Brothers, Wholesale Produce.
5W–C–1847	Tower Hosiery Mills, Inc.
16–C–1480	Vanette Hosiery Mills.
13–C–2733	Victor Manufacturing & Gasket Co.
10–C–2139	Wayneline, Inc.
20–C–1716	Western Can Co.

8–C–2174	Westinghouse Electric Corp.
8–C–1880	Wooster Brass Co.
8–C–2064	Wooster Brass Co., The
5–C–2217	Wytheville Knitting Mills, Inc.
1–C–2767	Underwood Machinery Co.
8–C–1998	Union Screw Products Co.
1–C–2864	United Elastic Corp.
20–C–1722	United Engineering Co.
17–C–1542	United States Trailer Manufacturing Co.
2–C–5760	Universal Camera Corp.

2. LMRA—CA cases

10–CA–86	Alabama Marble Co.
3–CA–78	Allied Mills, Inc.
2–CA–17	American Packing Corp.
10–CA–576	Atlanta Brick & Tile Co.
10–CA–118	Augusta Chemical Co.
20–CA–6	Barr Packing Co.
16–CA–46	Beatrice Foods Co.
8–CA–37	Belden Brick Co.
5–CA–19	Biggs Antique Co., Inc.
19–CA–95	Boeing Airplane Co.
3–CA–17	Brown, E. C., Co. & Production Line Manufacturers, Inc.
34–CA–22	Burlington Mills Corp., Randleman Hosiery Plant.
8–CA–76	Central Tower, Inc.
19–CA–13	Chicago Freight Car & Parts Co.
16–CA–44	Continental Oil Co.
10–CA–173	Cook, J. B., Auto Machine Co., Inc.
10–CA–101	Cookeville Shirt Co.
19–CA–27	Cream Top Dairy.
20–CA–69	El Dorado Limestone Co.
1–CA–57	Erving Paper Mills.
4–CA–45	Evans, S. W., & Son.
10–CA–234	Foremost Dairies, Inc.
10–CA–1	Fulton Bag & Cotton Mills.
2–CA–209	General Instrument Corp.
7–CA–37	General Motors Corp.
18–CA–40	Grede Foundries, Inc.
34–CA–25	Greensboro Coca-Cola Bottling Co.
15–CA–57	Gulfport Transport Co.
15–CA–53	Gullett Gin Co., Inc.
10–CA–163	Hamm Daniel Drayage Co.
15–CA–70	Hattiesburg Lumber & Supply Co.
18–CA–14	Hvidsten Transport Carl Hvidsten, d/b/a.
9–CA–57	Kentucky Utilities Co. Inc.
10–CA–176	L & H Shirt Co., Inc.
2–CA–239	McMullen-Leavens Co.
10–CA–252	Maclin, John H, Peanut Co., Inc.
1–CA–177	Maine Fillet Co.
6–CA–47	Mentzer, Walter J., an Individual.
32–CA–21	Minnesota Mining & Manufacturing Co.
10–CA–79	Morristown Knitting Mills.
6–CA–69	National Biscuit Co.
5–CA–100	Norfolk Southern Bus Corp.
8–CA–25	North Electric Manufacturing Co., The.
21–CA–68	Pereira Studio, Fred Montgomery, d/b/a.
10–CA–211	Red Rock Co., The, & The Red Rock Cola Co.
3–CA–5	Rome Specialty Co., Inc.
8–CA–19	Sales, I. F., Co.
16–CA–39	Seamprufe, Inc.
10–CA–77	Solomon Co., The, Joseph Solomon, d/b/a.
8–CA–23	Standard Steel Spring Co., The.
10–CA–99	Stockham Pipe Fittings Co.
16–CA–72	Sunray Oil Corp.
10–CA–46	Taylor Manufacturing Co.
10–CA–142	Tennessee Coach Co.
16–CA–62	Texas Miller Hat Products, Inc.
21–CA–135	Towsend, M. L., "Red", Hudson Car Dealer.
16–CA–71	Tri State Casualty Insurance Co.
1–CA–154	Vermont American Furniture Corp.
10–CA–154	WSB, Radio Station, Atlanta Journal Co., The.
16–CA–38	Westex Boot & Shoe Co.

3. LMRA—CB cases

16–CB–1	AFL Garment Wkrs., Ladies, Mavis Lane, Representative (Seamprufe, Inc.)
21–CB–8	AFL Meat Cutters & Local 421 (Great Atlantic & Pacific Tea Co., The, a Corp.).
6–CB–2	AFL Plasterers, Local 31 (Walter J. Mentzer, an individual).
21–CB–34	AFL Retail Clerks, Local 905, Haskell Tidwell & Albert E. Morgan (A–1 Photo Service, H. W. Smith, d/b/a).
8–CB–7	CIO Auto Workers & Local 951 (North Electric Manufacturing Co., The).
2–CB–59	CIO Electrical, Radio Workers, Local 436 (General Instrument Corp.).
13–CB–5	CIO Electrical, Radio Workers, Local 1150 and its Agents, et al, (Cory Corp.).
35–CB–3	CIO Furniture Workers & Local 309 & their Agents & Officers, including, but not confined to Fred Fulford, John Quimby, Edgar Burger, Gerald Mays, Gene Smedley, Marjorie Gorman, Angeline Jackson & Wincel Harmon (Smith Cabinet Manufacturing Co., Inc.).
20–CB–1	CIO Longshoremen & Warehousemen & Local 6, Sohoma Division, Petaluma Unit (Sunset Line & Twine Co.).
2–CB–87	CIO Maritime Union & Joseph Curran, M. Hedley Stone, Howard McKenzie, Ferdinand C. Smith & Chester Young, Agents (Committee for Companies & Agents, Atlantic & Gulf Coasts, Unlicensed Personnel).
13–CB–19	CIO Maritime Union & its President, Joseph Curran (Texas Co., The).
2–CB–88	CIO-Radio Association, American & Carl W. Lundquist & William Steinberg, Agents (Atlantic & Gulf Coasts, Radio Officers, et al.).
9–CB–3	CIO Shoe Workers, & Perry Norvell Shoe Workers Committee, The, et. al. (Perry Norvell Co.).
5–CB–14	Mine Workers & John L. Lewis (Jones & Laughlin Steel Corp., et. al.).

4. LMRA—CC cases

7–CC–2	AFL Bricklayers, Bricklayers, Stone & Marble Masons, Tile Layers & Terrazzo Workers Union, Local 1, Douglas F. Behrens, President & Agent of Building & Construction Trades Council of Grand Rapids & Vicinity (Osterink Construction Co.).
10–CC–1	AFL Carpenters, Local 74, Jack Henderson, Business Agent (Watsons Specialty Store, Ira A. Watson, d/b/a, amendment change.)
15–CC–5	AFL Carpenters, Local 1796 (Montgomery Fair Co., a Corp.).
17–CC–1	AFL Carpenters, District Council of Kansas City, Missouri & Vicinity, Walter A. Said, Agent (Klassen & Hodgson, Inc.).
30–CC–2	AFL Carpenters, Local 55, AFL Electrical Workers, Local 68, AFL Building & Construction Trades Council Denver Building & Construction Trades Council (Gould & Preisner, Earl C. Gould & John C.).

2–CC–23	AFL Distillery Workers, & Wine, Liquor & Distillery Workers Union Local 1 (McKesson & Robbins, Inc., et. al.).
2–CC–40	AFL Electrical Workers, Local 501 & Wm Patterson (Langer, Samuel).
10–CC–11	AFL Electrical Workers, Local 760 (Roane-Anderson Co.).
21–CC–13	AFL Printing Pressmen Printing Specialties & Paper Converters Union, Local 388 (Sealright Pacific, Ltd.).
15–CC–1	AFL Teamsters, Local 201 (The International Rice Milling Co. Inc., American Rice Milling Co., Inc. & The Louisiana State Rice Milling Co., Inc., & The Supreme Rice Mill).
8–CC–4	CIO Oil Workers, Local Union 346 (Pure Oil Co , The).
2–CC–62	Department Store Employees Union, Local 1250 (Oppenheim Collins & Co., Inc.).

5. LMRA—CD cases

21–CD–19	AFL-Los Angeles Building & Construction Trades Council & Lloyd A. Nashburn, Agent, AFL Carpenters, Millwright & Machine Erector Local 1607 (Westinghouse Electric Corp. & Stone & Webster Engineering Corp.).
19–CD–4	CIO Longshoremen & Warehousemen, Local 16 (Juneau Spruce Corp.).
36–CD–2	CIO Marine Cooks (Irwin-Lyons Lumber Co. a Corp.).
20–CD–1	Machinists, International Association of, & Lodge 68 (Moore Dry Dock Co.).

B. *Cases decided on the basis of a stipulation entered into by the parties*

1. NLRA—C cases

10–C–2211	Atlantic Cotton Mills.
10–C–2048	Avondale Mills.
14–C–1221	Barite Mining Co.
19P–C–0048	Bones, W. W., Logging Co., Bones, W. W., & Lillian A. Bones, d/b/a.
14–C–1322	Brown Shoe Co.
10–C–2164	Carolyn Chenille, Inc.
10–C–2167	Coal City Cooperage Co.
10–C–2100	Danville Knitting Mills.
16–C–1322	Fleming & Sons, Inc.
16–C–1580	Harvest Queen & Elevator Co.
10–C–2118	Home Beneficial Life Insurance Co., Inc.
10–C–2122	Horton's Laundry, Inc.
14–C–1250	Illinois Thrifty Drug Co.
16–C–1304	Itasca Cotton Manufacturing Co.
15M–C–0021	Lingle Refrigerator Co., Inc.
10–C–2279	MacDonald Printing Co.
13–C–2857	Metropolitan Industries, Inc.
16–C–1468	Mid-Co. Gasoline Co.
14–C–1307	New Era Shirt Co.
7–C–1791	Producer's Service Corp.
19P–C–0018	S & K Lumber Co.
16–C–1572	Stone, J. E., Lumber Co.
10–C–2183	Swift Manufacturing Co.
10–C–2228	Tifton Cotton Mills.

2. LMRA—CA cases

10–CA–370	Aircraft Co., Inc.
10–CA–218	Allied Packaging Co.
5–CA–76	American Steam Laundry Co.
10–CA–165	Arkwright Mills.
1–CA–3	Arrow Armature Co
10–CA–225	Avondale Mills.
14–CA–38	Bingham's, Samuel, Son Manufacturing Co.
32–CA–26	Black, L. A., Rice Milling Association, Inc.
20–CA–71	Blackburn Auto Parts.
18–CA–24	Boland Manufacturing Co.
2–CA–113	Brooklyn Trust Co.
2–CA–268	Buitoni Spaghetti, Inc.
20–CA–72	Capitol Tractor & Equipment Co.
33–CA–5	Cities Transit Co.
10–CA–178	Clark Thread Co., The.
8–CA–113	Coca-Cola Bottling Co.
16–CA–47	Dorsey Co., The.
15–CA–69	Douglas Public Service Corp.
4–CA–62	Duplex Hosiery Mill, Inc.
30–CA–21	Empire Petroleum Co.
5–CA–3	Fairmont Foods Co., Imperial Ice Cream Co, Division of.
16–CA–4	Fleming & Sons, Inc.
34–CA–32	Fli-Back Co., The.
10–CA–214	Florida Fruit Canners, Maxcy, L., Inc., d/b/a.
1–CA–232	Fox Point Warehouses & Terminal Co.
7–CA–1	Frigid Food Products, Inc.
2–CA–168	Glassoloid Corp. of America.
10–CA–83	Herman Sausage Factory, Inc.
10–CA–6	Horton's Laundry, Inc.
3–CA–55	Kinfolk, Inc.
39–CA–5	Laredo Daily Times, The.
10–CA–283	Livingston Shirt Corp.
33–CA–4	Lone Star Cotton Mills, Inc., The.
1–CA–177	Maine Fillet Co.
15–CA–22	Malbis Bakery Co.
10–CA–152	Manhattan Coil Corp.
10–CA–94	Miller Georgia, Inc.
10–CA–188	Mitchell Canniers, Inc.
36–CA–27	Monument Peak Logging Co.
7–CA–152	Mueller Brass Co.
20–CA–81	Northern Motor Co.
19–CA–124	Old Faithful Beverage Co., Inc.
13–CA–48	Peru Radiator Manufacturing Co.
5–CA–132	Roanoke Garment Co.
10–CA–540	Rowe Transfer & Storage Co.
38–CA–8	San Juan Corp.
33–CA–2	Savage Painting Co.
8–CA–128	Schwartz, R. H., Rubber Co.
13–CA–29	Skyline Co., The.
10–CA–273	Southeastern Equipment, Inc.
10–CA–221	Southern Athletic Co., Inc.
10–CA–40	Southern Dairies, Inc.
30–CA–26	Stickney's, Inc.
34–CA–15	Swift & Co., Dairy & Poultry Division Plant.
10–CA–193	Transfer Supply Co.
20–CA–58	Veterans Security Patrol.
2–CA–236	Walters, Sol.
20–CA–165	Wasden Motor Sales, a Corp.
16–CA–45	Weatherford Spring Co.
18–CA–25	Webster Cooperative Dairy Association.
20–CA–62	Wilkinson Lumber Co.
21–CA–78	Wilshire Pictures Corp.

3. LMRA—CB cases

3–CB–34	AFL Asbestos Workers, Local Union 4 (Claxton Asbestos Co.).
21–CB–69	AFL Plasterers Cement Finishers Local 627 (Parr, R. H., & Son).
21–CB–38	AFL Stage Employees & Local 706 (Wilshire Pictures Corp.).
6–CB–17	Mine Workers District 31, Locals 2311, 6721, 4172, and 8601 (Atlas Engineering Co.).
6–CB–10	Mine Workers District 31 (Ruthbell Coal Co.).
2–CB–66	Retail & Wholesale Employees Local 830 & Wholesale & Warehouse Workers Union, Local 65, formerly known as Wholesale & Warehouse Workers Union, Local 65, CIO (Vim Electric Co., Inc.).

4. LMRA—CC cases

15–CC–18	AFL Electrical Workers Local 995 (Leteff Electric Shop, I. B. Leteff, d/b/a).
2–CC–50	AFL Teamsters, Local 138 (Philan, Inc.).
2–CC–73	CIO Retail & Wholesale Employees Retail & Wholesale Employees Union, Local 830, (Federated Purchaser, Inc.).

C. *Cases decided by adoption of intermediate report in absence of exceptions*

1. NLRA—C cases

15–C–1113	Alabama Electric Co-op, Inc.
10–C–2217	California Cotton Mills Co.
16–C–1443	Cooper Co., Inc., The.
10–C–1937	Cordele Manufacturing Co.
10–C–2271	Davis Lumber Co.
20–C–1651	General Motors Corp.
4–C–1742	Gunn, John A., Co.
16E–C–0001	Hicks-Hayward Co.
16–C–1404	Master Tank & Welding.
16–C–1301	Mexia Textile Mills.
10–C–2112	Neely Cotton Mills, Inc.
5–C–2166	Old Colony Box Co.

2. LMRA—CA cases

21–CA–157	American Foundry, Dominie Meaglia.
17–CA–12	Belle Maid Manufacturing Co.
20–CA–26	Bercut-Richards Packing Co., d/b/a Oregon House Lumber Co.
10–CA–261	Blue Ridge Glass Corp.
20–CA–87	Brown, L. G.
10–CA–7	Cordele Manufacturing Co.
16–CA–43	Griffin Goodner Grocery Co., Inc.
7–CA–99	Horst Manufacturing Co.
1–CA–299	Isreal Putnam Mills, Inc.
17–CA–42	Laclede Metal Products Co.
10–CA–153	Merry Brothers Brick & Tile Co.
13–CA–59	Patterson, J. H., Co.
10–CA–205	Phillips, Dr. P., Canning Co.
20–CA–155	Rico, Manuel.
36–CA–29	Rough & Ready Lumber Co.
10–CA–190	Rowland, D. H., Lumber Mills, L. O. Rowland.

1–CA–8	Standard Box Co.
4–CA–119	Star Metal Manufacturing Co., Inc.
21–CA–135	Townsend, M. L.
16–CA–30	Triangle Publications, Inc.
13–CA–44	United Duroc Record Association.
9–CA–26	Woolcott Flour Mills.
6–CA–7	York & Foster, Inc.

3. LMRA—CB cases

2–CB–109	Wholesale and Warehouse Workers Union, Local 65 Independent (MacCanlis, H. Co., Inc.)
2–CB–110	Wholesale and Warehouse Workers Union, Local 65 Independent (Feibusch, E. Co.)

4. LMRA—CC cases

15–CC–10	CIO Marine Cooks, & Marine Firemen, Oilers, Watertenders & Wipers Association, Pacific Coast (Todd-Johnson Dry Docks, Inc.).

II. Representation Cases

A. *Cases in which elections were directed*

1. NLRA—R cases

15–R–1616	Alabama Electric Cooperative, Inc.
21–R–3788	Anheuser & Busch Co., Inc.
4–R–2712	Armstrong Cork Co.
10–R–2231	Carbide & Carbon Chemicals Corp.
21–R–3997	Columbia Pictures Corp.
21–R–4006	Columbia Pictures Corp.
20–R–2294	Frieden Calculating Machine Co.
10–R–1958	General Shoe Corp.
15–R–2176	Hattiesburg Lumber & Supply Co.
13–R–4271	International Harvester Co.
7–R–2612	Jarecki Machine & Tool Co.
2–R–7951	Johns-Manville Home Insulation Department.
13M–R–22	Kimberly Clark Co.
18–R–1944	Kimberly Clark Co.
5–R–2856	Lavino, E. J., & Co.
15M–R–118	Little Rock Furniture Manufacturing Co.
16–R–2174	Lufkin Foundry & Machine Co.
10–R–2694	Manhattan Coils Corp.
14–R–1736	New Era Shirt Co.
5W–R–2488	Old Dominion Box Co., Inc.
21–R–4073	Pacific Air Motive Corp.
13–R–4534	Procter & Gamble Manufacturing Co.
1–R–3749	Sickles, F. W., Co.
15–R–2166	Southern Industries Co.
1–R–3893	Standard Romper Co., Inc.
9I–R–1348	Sterling Windows, Inc.
16–R–2418	Tin Processing Corp.
15M–R–122	Tombigbee Electric Power Association.
19–R–2154	Tougaw & Olson, Inc.
2–R–7713	Westinghouse Electric Corp.
20–R–1996	Wirts.

2. LMRA—RC cases

2–RC–537	ABC Steel & Wire Co.
5–RC–104	Abell, A. S., Co., Publishers.
13–RC–598	Abingdon Potteries, Inc.
16–RC–64	Acme Brick Co.
10–RC–181	Acme Lumber & Supply Co.
7–RC–449	Acorn Products Corp.
34–RC–120	Adams-Millis Corp.
1–RC–689	Adams Motors Inc.
14–RC–553	A. D. T., Co.
20–RC–116	Advance Pattern Co.
1–RC–414	Advance Auto Sales, Inc.
21–RC–38	Air Conditioning of Southern California.
19–RC–275	Air Metals, Inc.
10–RC–194	Aircraft Service Corp.
4–RC–336	Air Terminal Restaurant.
10–RC–344	Alabama Brick & Tile Co.
39–RC–16	Alamo Refining Co.
1–RC–812	Albany Felt Co.
10–RC–139	Albany Peanut Co., Inc.
19–RC–6	Alaska Salmon Industry, Inc.
19–RC–254	Alaska Salmon Industry, Inc.
10–RC–447	Alder Leopold Co.
19–RC–110	Alderwood Products Co.
10–RC–114	Alexander Brothers Lumber Co., Inc.
10–RC–111	Alexander, J. F., Lumber Co.
4–RC–28	Allied Chemical & Dye Corp.
6–RC–353	Allis-Chalmers Manufacturing Co.
10–RC–448	All States Constructors, Inc.
8–RC–206	Aluminum Co. of America.
13–RC–282	Aluminum Co. of America.
16–RC–46	Amarillo Bus Co.
10–RC–214	American Bakeries Co.
1–RC–835	American Bobbin Co.
10–RC–404	American Box & File Co.
7–RC–395	American Brass Novelty Co.
2–RC–557	American Can Co.
21–RC–124	American District Telegraph Co.
20–RC–45	American District Telegraph Co., of San Francisco.
10–RC–211	American Enka Corp. (Lowland).
2–RC–750	American Export Lines, Inc.
1–RC–195	American Felt Co.
6–RC–302	American Forge & Manufacturing Co.
2–RC–535	American Globe Co.
35–RC–41	American Lawn Mower Co.
16–RC–143	American National Insurance Co.
15–RC–93	American Optical Co.
10–RC–184	American Optical Co.
16–RC–57	American Petroleum Co. of Texas.
5–RC–63	American Pigment Corp.
9–RC–254	American Radiator Standard Sanitary Corp.
39–RC–5	American Republics Corp.
13–RC–538	American Rock Wool Corp.
10–RC–240	American Steel & Wire Co.
5–RC–226	American Stores Co.
5–RC–158	American Stores, Inc.
35–RC–45	Amos Molded Plastic Co., Division of Amos Thompson Corp.
13–RC–300	Anaconda Wire & Cable Co.
15–RC–8	Anchor Gasoline Corp.
35–RC–92	Anderson Stove Co., Inc.
10–RC–244	Appalachain Marble Co.
36–RC–90	Apple Growers Association.
10–RC–229	Aragon-Baldwin Mills.
13–RC–656	Archer Iron Works.
15–RC–192	Arkansas Pipeline Corp.
2–RC–1096	Arko Products, Inc.
30–RC–97	Armour & Co.
18–RC–173	Armour & Co.
10–RC–209	Armour & Co.
18–RC–314	Armour & Co.
10–RC–533	Armour & Co.
2–RC–597	Armour & Co.
10–RC–138	Armour & Co.-Armour Fertilizer Co.
15–RC–26	Armour Fertilizer Works.
4–RC–201	Armour Fertilizer Works.
6–RC–75	Armstrong Cork Co.
10–RC–165	Armstrong Cork Co.
21–RC–393	Arrowhead & Puritas Water, Inc.
4–RC–176	Artcraft Hosiery Sales Corp.
10–RC–302	Artcraft Co., Inc.
9–RC–364	Ashland Coca-Cola Bottling Co.
1–RC–279	Associated Electronic Enterprises, Inc.

1–RC–529	Associated Shoe Industries of Southeastern Massachusetts.
2–RC–538	Athens Brush Co.
19–RC–192	Atkinson & Jones Co.
19–RC–138	Atkinson, Guy F., Co.
10–RC–452	Atlanta Coca-Cola Bottling Co.
10–RC–215	Atlantic Cooperage Co.
10–RC–545	Atlanta Metallic Casket Co.
10–RC–65	Atlanta Tile & Brick Co.
39–RC–55	Atlantic Commission Co., Inc.
16–RC–330	Atlas Life Insurance Co.
18–RC–367	Atlas Plywood Corp.
13–RC–672	Atlas Tag Co.
1–RC–931	Atwood Motor Co.
3–RC–119	Auto-Lite Battery Corp.
7–RC–508	Auto-Lite Battery Corp.
13–RC–68	Automatic Electric Co.
13–RC–72	Automatic Electric Co.
13–RC–404	Automatic Electric Co.
13–RC–663	Automatic Paper Box Corp.
10–RC–136	Baines Peanut Co.
21–RC–481	Ball Brothers Co. of California, Inc.
20–RC–361	Ballentine Produce Co., Inc.
5–RC–287	Baltimore Steam Packet Co.
1–RC–846	Bangor Egg Co., Inc.
2–RC–584	Barrow, H., Co., Inc.
5–RC–265	Barry, Martin J., Inc.
1–RC–939	Bartlett, F. A., Tree Export Co., The.
10–RC–552	Bassett's Dairy Products, Inc.
4–RC–272	Baugh & Sons Co.
16–RC–361	Beatrice Foods Co.
21–RC–616	Bechtel Corp.
1–RC–514	Belle Moccasin, Inc.
19–RC–135	Bell Wyman Co.
13–RC–418	Belmont Radio Corp.
1–RC–425	Benrus Watch Co.
9–RC–291	Bentwood Products, Inc.
7–RC–294	Beurmann-Marshall, Inc.
1–RC–782	Bigelow-Sanford Carpet Co., Inc.
34–RC–87	Biltmore Manufacturing Co.
15–RC–190	Binswanger Mirror Co.
30–RC–107	Birdsall-Stockdale Motor Co.
10–RC–243	Birmingham Paper Co.
13–RC–135	Birtman Electric Co., Rock Island Division.
8–RC–262	Bliss, E. W., Co.
2–RC–887	Bloomingdale Brothers, Inc.
10–RC–273	Block Brothers, George Block.
13–RC–444	Block & Kuhl Department Store.
34–RC–39	Blue Channel Corp.
20–RC–36	Blue Diamond Corp.
10–RC–230	Boaz Mills Inc.
18–RC–69	Boggs Manufacturing Co.
3–RC–148	Boland & Cornelius Co.
18–RC–347	Boland Manufacturing Co.
2–RC–775	Bonat, Samuel, & Brother, Inc.
4–RC–374	Bond Crown & Cork Co.
2–RC–312	Bond Industrial Maintenance Co.
4–RC–410	Bond Stores, Inc.
2–RC–1026	Bonwit Teller, Inc.
7–RC–65	Booth Radio Stations, Inc.
7–RC–118	Booth Radio Stations, Inc.
16–RC–256	Borden Co., The.
39–RC–56	Bordo Products Co.
7–RC–462	Borg-Warner, Ingersoll Steel Division.
14–RC–348	Borg-Warner Corp., Norge Division of.
21–RC–359	Braun Corp., Industrial Chemicals.
10–RC–485	Bray, J. N., Co., The.
2–RC–934	Broadway Iron & Pipe Corp.
35–RC–146	Broderick Co., The (Header-Press Plant).
15–RC–176	Brown Oil Tools, Inc.
10–RC–284	Brown, Pryor Transfer Co.
14–RC–470	Brown Shoe Co., Inc.
4–RC–147	Brumach, A. J., Inc.
7–RC–421	Brunswick Balke Collender Co.
9–RC–321	Bryant, James, Motors, Inc.
34–RC–102	Burgess Manufacturing Co.
2–RC–754	Burroughs Adding Machine Co.
1–RC–794	Burrows & Sanborn, Inc.
39–RC–57	Byron-Jackson Co.
35–RC–46	Cadick Milling Co.
32–RC–56	Cain Canning Co.
20–RC–214	Calaveras Cement Co.
9–RC–270	Caldwell, W. E., Co.
20–RC–325	California Growers, Inc.
15–RC–204	Calmes Engineering Co.
1–RC–242	Cambridge Plating Co., Inc.
36–RC–162	Cape Arago Lumber Co.
10–RC–76	Carbide & Carbon Chemicals Corp.

856215—50——16

8–RC–211	Cardinal Products, Inc.
2–RC–143	Carlin Brothers Co.
16–RC–35	Carnation Co. of Texas.
34–RC–44	Carolina Concrete Pipe Co.
10–RC–103	Case, J. I., Co.
18–RC–139	Case, J. I., Co.
20–RC–181	Case, J. I., Co.
18–RC–300	Case, J. I., Co.
18–RC–329	Case, J. I., Co.
5–RC–127	Caskey Baking Co.
21–RC–286	Castle Dome Copper Co.
9–RC–411	Castle Showcase Co., Robert & Edward Schottland, d/b/a.
7–RC–70	Castoloy Corp.
16–RC–207	Carbide & Carbon Chemicals Corp.
14–RC–5	Carter Carburetor Corp
19–RC–168	Cedergreen Frozen Pack Corp.
39–RC–17	Celanese Corp. of America.
2–RC–175	Celanese Corp. of America.
2–RC–181	Celanese Corp. of America.
5–RC–241	Celanese Corp. of America.
5–RC–258	Celanese Corp. of America.
15–RC–222	Celotex Corp., The.
10–RC–242	Central Bus Lines, Inc.
16–RC–294	Central Dairy Products Co., The.
39–RC–62	Central Foods Co.
35–RC–153	Central Swallow Coach Lines, Inc.
2–RC–536	Central Wire Frame Co.
13–RC–133	Century American Corp.
7–RC–98	Certain-Teed Products Corp.
14–RC–175	Certain-Teed Products Corp.
2–RC–377	Challon, Inc.
21–RC–743	Channel Motors.
20–RC–340	Chanslor & Lyon Co.
21–RC–592	Charroin Manufacturing Co.
13–RC–101	Chicago Gray Line, Inc
13–RC–291	Chicago Gray Line, Inc.
6–RC–96	Chicago Pneumatic Tool Co.
13–RC–520	Chicago Screw Co.
16–RC–308	Chowctaw Cotton Oil Co.
7–RC–54	Chrysler Corp.
35–RC–116	Chrysler Corp.
7–RC–228	Chrysler Corp.
7–RC–328	Chrysler Corp.
4–RC–329	Chrysler Corp.
7–RC–358	Chrysler Corp.
21–RC–775	Chrysler Corp.
7–RC–232	Chrysler Detroit Co.
1–RC–468	Church, H. B., Co.
13–RC–290	Churchill Cabinet Co.
17–RC–375	Churchill Truck Lines.
9–RC–325	Cincinnati Enquirer, The.
9–RC–20	Cincinnati Enquirer Co., The.
9–RC–377	Cincinnati Industries, Inc.
2–RC–512	Cities Service Oil Co. of Pennsylvania (Marine Division).
15–RC–195	Cities Service Refining Corp.
2–RC–451	City Auto Radiator Co.
16–RC–194	City Transportation Co.
3–RC–58	Civic Broadcasting Corp.
10–RC–195	Clark Thread Co.
9–RC–378	Clayton & Lambert Manufacturing Co.
8–RC–320	Cleveland Plastics, Inc.
9–RC–313	Clippard Instrument Laboratory, Inc.
36–RC–164	Coast Pacific Lumber Co.
20–RC–413	Coast Pacific Lumber Co.
7–RC–139	Coca-Cola Bottling Co.
35–RC–55	Coca-Cola Bottling Co.
2–RC–526	Cohen, J., & Brothers.
32–RC–92	Coleman, William H. Co.
1–RC–499	Collins Brothers Machine Co.
1–RC–338	Collins Manufacturing Co.
34–RC–48	Colonial Stores, Inc.
10–RC–486	Colonial Stores, Inc.
2–RC–129	Colonie Fibre Co.
4–RC–236	Colony Foods, Julius Paley.
30–RC–132	Colorado Insulating Co.
21–RC–309	Columbia Corp., et al.
19–RC–268	Columbia Ice & Cold Storage Co.
10–RC–251	Columbia Lumber & Manufacturing Co.
13–RC–205	Columbia Tool Steel Co.
9–RC–188	Columbia Carbon Co., The.
13–RC–200	Commins & Emerson.
13–RC–339	Commercial Solvents Corp.
13–RC–532	Commonwealth Plastics, Inc.
1–RC–364	Conant-Ball Co.
13–RC–264	Conlon Brothers Manufacturing Co.
14–RC–274	Conrad, Inc.
16–RC–98	Conroe Cresoting Co.
21–RC–265	Consolidated Rock Products Co.
21–RC–302	Consolidated Rock Products Co.
10–RC–363	Constitution Publishing Co., The.

9–RC–346	Container Corp. of America.
16–RC–352	Container Corp. of America.
16–RC–376	Container Corp. of America.
14–RC–270	Continental Can Co.
4–RC–384	Continental Diamond.
7–RC–454	Continental Motors Corp.
16–RC–48	Continental Pipe Line Co.
4–RC–130	Cornwell Chemical Corp.
16–RC–137	Corpus Christi Broadcasting Co.
1–RC–665	Cote Motor Co., Inc.
16–RC–249	Creamer-Dunlat Oil Field Equipment Co.
13–RC–400	Cribben and Sexton Co.
1–RC–385	Croker Burbank & Co., Association.
17–RC–151	Crome, Wm. F., & Co.
2–RC–188	Crowley's Milk Co.
14–RC–140	Crown Shoe Co.
7–RC–227	Cummins Diesel Service & Sales of Michigan, Inc.
34–RC–75	Curtiss Motor Co.
15–RC–196	D & D Transportation Co.
16–RC–370	Dallas Fort Worth Brewing Co.
1–RC–135	Daly Brothers.
13–RC–585	Daly Brothers, Shoe Co., Inc.
8–RC–238	Danner Press, Inc.
1–RC–697	Davey Tree Expert Co., Inc., The.
1–RC–969	Davidson, H. M., Co.
16–RC–268	Day Manufacturing Co.
14–RC–34	Dazey Co.
10–RC–316	Decatur Box & Basket Co.
1–RC–784	Deep Rock Inc.
18–RC–339	Deere Manufacturing Co.
8–RC–371	Defiance Automatic Screw Co.
7–RC–295	De Kleine, Franklin, Co.
4–RC–282	Delaware Broadcasting Co.
15–RC–203	Delta Bread Co.
39–RC–51	Delta Canning Co.
5–RC–249	Delta Oxygen Co.
15–RC–246	Delta Pine Products Corp.
7–RC–290	DeMay's Printing Co.
32–RC–25	Democrat Printing & Lithographing Co.
16–RC–287	Denver Amarillo Express, D. G.
30–RC–135	Denver-Colorado Spring Pueblo Motorway, Inc.
30–RC–114	Denver Smoked Fish Co.
30–RC–87	Denver Truck Exchange.
7–RC–334	Detroit & Canada Tunnel Corp.
7–RC–485	Detroit Electronic Products.
8–RC–111	Detroit Harvester Co., Dura Division of.
4–RC–86	Deutsch, J. M., Inc.
1–RC–844	Dewey, A. G., Co., Inc.
39–RC–78	Diamond Alkali Co.
30–RC–53	Diamond Match Co.
13–RC–129	Diebel Die & Manufacturing Co.
2–RC–158	Dictaphone Corp.
10–RC–64	Di Giorgio Fruit Corp.
34–RC–121	Dixie Spindle and Flyer Co.
20–RC–256	Dodge San Leandro Plant.
8–RC–212	Doehler Jarvis Corp.
20–RC–57	Dome Tractor Co.
10–RC–157	Dortch Stove Works, Inc.
4–RC–270	Doubleday & Co., Inc.
15–RC–155	Douglas Public Service Corp.
1–RC–509	Dover Shoe Manufacturing Co.
4–RC–73	D'Rell, Inc.
10–RC–88	Dr. Pepper Bottling Co.
21–RC–695	Drayer & Hanson Co.
15–RC–137	Drew Grocery Co.
1–RC–375	Dun & Bradstreet, Inc.
3–RC–184	Dupont de Nemours E. I., Co.
5–RC–70	Eagle Laundry Co.
2–RC–876	Eagle Pencil Co.
2–RC–255	Eastern Cooperatives, Inc.
38–RC–4	Eastern Sugar Association, Central Santa Juana.
35–RC–63	Eckstein, Jos. L., & Sons, Inc.
2–RC–956	Edwin Plating Co. & U. S. Brassturning Co.
1–RC–673	Electro Motive Manufacturing Co.
2–RC–1041	Elizabethtown Water Co., Consolidated.
33–RC–15	El Paso-Ysleta Bus Co., Inc.
17–RC–234	Ely & Walker Dry Goods Co.
10–RC–222	Empire Furniture Co.
30–RC–92	Empire Petroleum Co.
16–RC–106	Enid Cooperative Creamery Association.
10–RC–158	Eppinger & Russell Co.

34–RC–59	Erwin Cotton Mills Co., Plant No. 7.
21–RC–556	Essex Wire Corp.
15–RC–201	Ethyl Corp.
15–RC–89	Eunice Iron Works, Inc.
19–RC–106	Everett Automotive Jobbers Association, The.
3–RC–151	Everybody's Daily Publishing Co.
5–RC–1	Excelsior Pearl Work Inc.
10–RC–239	Fairbanks Co., The.
2–RC–315	Fairchild Camera & Instrument Co.
10–RC–401	Fairchild Engine & Airplane Corp.
5–RC–164	Fairchild Engine & Airplane Corp (Aircraft Division).
39–RC–22	Fairmont Foods Inc.
39–RC–83	Fairmont Food Co.
3–RC–94	Fairmont Foods Co.
18–RC–123	Fairmont Foods Co.
1–RC–865	Fall River Gas Works Co.
15–RC–126	Faulk-Collier Bonded Warehouses, Inc.
1–RC–231	Fayscott Corp.
4–RC–233	Federal Creosoting Co.
8–RC–355	Ferry Cap & Set Screw Co.
13–RC–600	Filing Equipment Bureau of Illinois, Inc.
2–RC–378	Finkel Umbrella Frame Co.
13–RC–287	Firestone Tire & Rubber Co.
1–RC–334	Fitchburg Paper Co.
3–RC–223	Fitzsimons, John J.
16–RC–355	Fleming & Son, Inc.
15–RC–90	Flintkote Co., The.
15–RC–120	Flintkote Co, The.
19–RC–223	Flodin Lumber Co.
10–RC–476	Florida Wholesale Grocery Co., Inc.
13–RC–252	Florsheim Retail Boot Shop.
4–RC–119	Fogel Refrigerator Co.
10–RC–155	Foote & Davies.
8–RC–147	Ford Motor Co.
21–RC–236	Ford Motors Co. (Lincoln Mercury Division).
10–RC–192	Foremost Dairies, Inc.
21–RC–446	Forster Shipbuilding Co., Inc.
16–RC–214	Fort Worth Steel Machinery Co.
16–RC–115	Foster Wheeler Corp.
18–RC–354	Fox Abbott Lumber Co.
5–RC–159	Franklin Laundry.
8–RC–253	French Oil Mill Machinery Co., The.
6–RC–106	Frick Co.
32–RC–22	Frolic Foot Wear, Inc.
20–RC–16	Fruitvale Canning Co.
2–RC–163	Fuller, George A., Co.
6–RC–221	G. G. G. Metal Stamping Co., Inc.
1–RC–264	Galt Block Warehouse, Co, The.
39–RC–33	Galveston Cotton Exchange & Board of Trade.
30–RC–130	Gardner Denver Co.
2–RC–723	Gary Enterprises, Inc.
34–RC–51	Gate City Transit Co.
15–RC–82	Gaylord Container Corp.
16–RC–292	Geier-Jackson, Inc.
15–RC–236	George C. Lucas, Trustee of The May Brothers.
3–RC–116	General Aniline & Film Corp.
3–RC–40	General Aniline & Film Corp., Ansco Division of.
32–RC–93	General Beverage Co.
14–RC–301	General Box Co.
10–RC–337	General Broadcasting Co.
4–RC–286	General Ceramics Co.
3–RC–238	General Die & Stamping Co.
3–RC–90	General Electric Co.
20–RC–101	General Electric Co.
8–RC–121	General Electric Co.
10–RC–132	General Electric Co.
16–RC–186	General Electric Co.
1–RC–383	General Electric Co.
1–RC–800	General Electric Corp.
13–RC–232	General Electric Motor Co.
21–RC–632	General Electric Supply Corp.
13–RC–622	General Mills Inc.
35–RC–51	General Motors Corp.
35–RC–71	General Motors Corp.
7–RC–93	General Motors Corp.
13–RC–176	General Motors Corp.
8–RC–368	General Motors Corp.
21–RC–65	General Motors Corp., Chevrolet Division.
7–RC–45	General Motors Corp., Buick Motor Division.
20–RC–284	General Nailing Machine Corp.
19–RC–47	General Petroleum Co.
21–RC–118	General Petroleum Corp.
10–RC–33	General Plywood Corp.
10–RC–387	General Steel Tank Co., Inc.
16–RC–50	General Tire & Rubber Co.
10–RC–412	Georgia Fertilizer Co.
7–RC–41	Gerity Michigan Corp.

21–RC–264	Gerry Arizona Industry.
10–RC–391	Gibbs Corp.
5–RC–137	Gillett, F. W., & Co., Inc.
34–RC–112	Gittlin Charlotte Bag Co.
10–RC–382	Glazer Steel Corp.
13–RC–245	Globe Houseware Co.
10–RC–376	Gluck Brothers, Inc.
10–RC–343	Gobble-Fite Lumber Co.
35–RC–192	Goddard, Joseph A., & Co.
30–RC–110	Goldberg Brothers Manufacturing Co.
19–RC–15	Gold Medal Dairies.
10–RC–329	Gordon Garment Corp.
10–RC–303	Goodall Co.
8–RC–203	Goodrich, B. F., Co.
13–RC–288	Goodrich, B. F., Co.
9–RC–401	Goodrich, B. F., Chemical Co.
8–RC–256	Goodrich, B. F., Co., The.
6–RC–187	Goodrich, B. F., Co., The.
1–RC–913	Goodyear Rubber Sundries, Inc.
16–RC–77	Goodyear Synthetic Rubber Corp.
8–RC–11	Goodyear Tire & Rubber Co., The.
10–RC–565	Goslin-Birmingham Manufacturing Co., Inc.
18–RC–166	Granite City Transfer.
2–RC–612	Greater New York Broadcasting Corp.
2–RC–308	Great Atlantic & Pacific Tea Co., The.
7–RC–362	Great Atlantic & Pacific Tea Co.
36–RC–67	Great Lakes Carbon Corp., Dicalite Division.
18–RC–78	Great Lakes Pipeline Co.
17–RC–216	Great Lakes Pipe Line Co
17–RC–397	Great Lakes Pipe Line Co.
2–RC–524	Great Manufacturing & Machine Co.
20–RC–531	Green & Berry, Inc.
6–RC–220	Green, G. G., Manufacturing Corp.
15–RC–185	Green Lumber Co., The.
15–RC–148	Green Veneer Co.
16–RC–32	Greenville Cotton Oil Co.
1–RC–605	Guilford Woolen Mills Co.
16–RC–138	Gulf Coast Broadcasting Co.
16–RC–196	Gulf Oil Corp.
15–RC–208	Gulfport Fertilizer Co.
20–RC–190	Guntert & Zimmerman.
10–RC–375	H & W Studio & Lenak Studio, D. T. Hunt, d/b/a.
2–RC–1055	Hackensack Water Co.
20–RC–399	Haden, Bill, Inc.
20–RC–456	Hadley, F. E. & Sons, F. E. Hadley, d/b/a.
14–RC–8	Hager Hinge Co.
8–RC–167	Hamlin Metal Products Co.
1–RC–769	Hancock, John, Mutual Life Insurance Co.
1–RC–149	Hanley, James Co., The.
1–RC–271	Hannaford Brothers Co.
7–RC–463	Harbor Springs Manufacturing Co.
2–RC–553	Harman Watch Co.
20–RC–120	Harris & Allen Co.
10–RC–170	Harris Transfer & Warehouse Co.
4–RC–330	Harrisburg Railway Co.
1–RC–776	Hartford Times, The.
9–RC–278	Hart Manufacturing Co., Inc.
10–RC–156	Hartsville Manufacturing Co.
2–RC–913	Hawley & Hoops, Inc.
19–RC–281	Hayslip Earl & Sons.
2–RC–925	Hearn Department Stores, Inc.
7–RC–137	Heinz, H. J., Co.
6–RC–177	Heinz, H. J., Co.
1–RC–625	Heminway & Bartlett Manufacturing Co., The.
34–RC–66	Henderson Lumber Co.
4–RC–120	Hersey Machine & Foundry Co.
17–RC–64	Hertz Driv-ur-self Stations, Inc.
6–RC–31	Hess, G. H., Inc.
7–RC–410	Heyden Chemical Corp.
10–RC–75	High, J. M., Co.
19–RC–214	Highland Fruit Growers, Inc.
21–RC–555	Highland Park Chevrolet Co.
17–RC–352	Hinky Dinky, American Community Stores Corp.
17–RC–213	Hi Lewis Oil Co.
9–RC–284	Hoagland, Walter G., Foundry & Machine Co.
14–RC–614	Hoehn Chevrolet Co.
5–RC–115	Hoffman Upholstered Furniture.
10–RC–560	Holeproof Hosiery Co.
7–RC–140	Holley Carburetor Co.
16–RC–307	Holmes, W. W., Lottie Apple Holmes Haley.
21–RC–730	Hopper Machine Works.
33–RC–78	Hortex Manufacturing Co.

8–RC–341	House of Guest, Inc., The.
16–RC–135	Houston Creosoting Co
16–RC–149	Houston Production Co
16–RC–130	Houston Oxygen Co.
16–RC–311	Hubbard, J. H., & Son.
10–RC–202	Huber, J. W., Corp.
1–RC–275	Hub Cycle & Radio Co., Inc.
13–RC–450	Hudson Sharp Machine Co.
21–RC–366	Hughes Aircraft Co.
19–RC–45	Hull-Rodell Motors, Inc.
39–RC–25	Hunt Tool Co.
14–RC–176	Hunter Packing Co.
13–RC–301	Illini Swallowlines.
14–RC–523	Illinois Electric & Gas Co.
13–RC–437	Illinois Engineering Works.
13–RC–179	Illinois Institute of Technology.
2–RC–452	Independent Filter Press Co.
35–RC–136	Indiana Desk Co.
35–RC–186	Indiana Limestone Co., Inc.
35–RC–159	Indianapolis Glove Co.
39–RC–8	Indianapolis Wire Bound Box Co.
35–RC–163	Indianapolis Newspapers.
21–RC–638	Industrial Power & Equipment Co.
13–RC–87	Ingersoll Milling Machine Co.
10–RC–423	Inman Mills, Inc.
21–RC–260	Inspiration Consolidated Copper Co.
2–RC–100	Interborough News Co.
10–RC–172	Inter-Mountain Telephone Co.
31–RC–8	International Harvester Co.
32–RC–31	International Harvester Co.
35–RC–54	International Harvester Co.
32–RC–94	International Harvester Co.
9–RC–189	International Harvester Co.
9–RC–457	International Harvester Co.
13–RC–198	International Harvester Co., McCormick Twine Mills.
13–RC–368	International Harvester Co., Fort Wayne, Indiana, Plant.
33–RC–25	International Mineral & Chemical Corp.
15–RC–62	International Paper Co.
14–RC–598	International Shoe Co.
18–RC–70	International Sugar Feed Co. & Priority Mills.
19–RC–56	Interstate Telephone Co.
10–RC–499	Jacksonville Box Co.
10–RC–314	Jaclyn Hosiery Mills, Inc.
31–RC–25	Jacobsen Manufacturing Co.
36–RC–204	Jantzen Knitting Mills.
13–RC–212	Jefferson Electric Co.
16–RC–54	Jefferson Chemical Co.
34–RC–106	Jefferson Standard Broadcasting Co.
9–RC–145	Jeffery Manufacturing Co.
2–RC–539	Joal Art Co.
5–RC–120	Jobbers Pants Co.
7–RC–143	Johns Brothers.
15–RC–115	Johns-Manville Insulation Board Plant.
3–RC–174	Johnson City Publishing Co.
36–RC–59	Johnson Lumber Co.
1–RC–790	Johnson Shoe, Inc.
18–RC–328	Johnston Lawnmower Co.
16–RC–262	Johnston Manufacturing Co.
2–RC–453	Joma Manufacturing Co.
13–RC–428	Jones, W. A., Foundry & Machine Co.
1–RC–226	Joslin, F. N., Co.
20–RC–233	Kaiser-Frazer Parts Corp.
20–RC–446	Kaljian Chevrolet Co.
9–RC–106	Kanawha Maple Manufacturing Co.
2–RC–352	Kearfoot Manufacturing Corp.
20–RC–364	Kennecott Copper Corp.
21–RC–769	Kennecott Copper Corp.
10–RC–460	Kennelly Transfer & Storage Co., Inc.
4–RC–77	Keystone Macaroni Manufacturing Co.
9–RC–161	Kentucky Utilities Co., Inc.
32–RC–34	Kimberly-Clark Corp.
30–RC–47	King Investment & Lumber Co., The
13–RC–209	Kling Brothers, Engineering Works.
1–RC–244	Knapp Brothers, Shoe Co.
1–RC–482	Knapp Bros. Shoe Manufacturing Corp.
10–RC–410	Knight, J. T., & Son, Inc.
7–RC–129	Knight, Morley, Corp.

37–RC–29 Kona Light & Power Co., Ltd.
16–RC–238 Koon McNatt Storage & Transfer Co.
5–RC–98 Kopper Co., Inc.
14–RC–633 Koppers Co., Inc.
1–RC–632 Koss Shoe Co., Inc.
2–RC–549 Koven, L. O., & Bro., Inc.
13–RC–475 Kresge, S. S., Co.
10–RC–120 Kress, S. H., & Co.
10–RC–473 Kroger Co.

21–RC–551 L. N. D., Inc.
7–RC–176 Lakey Foundry & Machine Co.
2–RC–601 La Manna, Azema & Farnan, Inc.
10–RC–281 Lamson & Sessions Co.
21–RC–66 Lane-Wells Co.
16–RC–163 Larrance Tank Corp.
1–RC–600 Lassonde, Jos. M.
37–RC–14 Laupahoehoe Sugar Co.
15–RC–66 Laurel Textile Mills, Inc.
13–RC–104 Leader Electric Manufacturing Corp.
1–RC–580 Leedon Webbing Co.
7–RC–391 Leonard Refining Co.
10–RC–417 Lerio Corp., The.
16–RC–73 Le Tourneau, G. G., Corp.
15–RC–167 Levy, Louis, Grocer Co., Ltd.
4–RC–409 Lieberknecht, Karl, Inc.
1–RC–433 Liggett Drug Co., Inc.
5–RC–284 Linen Thread Co., Inc.
21–RC–215 Linde Air Products Co., The.
8–RC–131 Line Materials Co.
16–RC–21 Longhorn Sash & Door Co.
34–RC–61 Louise, Frances, Full Fashioned Mills, Inc.
15–RC–233 Louisiana Steel Drum Co.
1–RC–498 Lowell Industrial Development Co.
1–RC–496 Lowell Shuttle Co.
1–RC–519 Lumbard Watson Co.
13–RC–259 Lummus Co., The.
1–RC–299 Lunder Shoe Co.
4–RC–331 Lykens Hosiery Mills, Inc.
5–RC–248 Lynchburg Foundry Co
5–RC–18 Lynchburg Transit Co.

10–RC–495 McDonald, Wm. P., Corp.
14–RC–180 McDonnell Aircraft Corp.
8–RC–169 McGean Chemical Co.
15–RC–32 McGraw Curran Lumber Co.
4–RC–144 McIntere-Magee & Brown Co.
4–RC–306 McIntire, Magee & Brown Co.
15–RC–142 McKamie Cleaning Co., Inc.
15–RC–161 McKesson & Robbins, Inc.
14–RC–224 McKesson-Robbins, Inc.
16–RC–221 McMillian, Earl Co.

10–RC–371 MacDonald Printing Co., Inc.
2–RC–798 Macy, R. H., & Co., Inc.
31–RC–29 Madison-Kipp Corp.
16–RC–83 Magnolia Petroleum Co.
1–RC–927 Magrone, B., Inc.
1–RC–355 Mahoney Chair Co.
7–RC–413 Mahon, R. C., Co.
34–RC–104 Maiden Spinning Mills, Inc.
1–RC–539 Maine Central Transportation Co.
14–RC–608 Mallinckrodt Chemical Co.
1–RC–791 Manchester Wood Heel Co., Inc.
10–RC–37 Manhattan Coils Corp.
34–RC–136 Manhattan Shirt Co.
2–RC–540 Manhattan Wire Goods Co.
2–RC–159 Marchant Calculating Machine Co.
10–RC–79 Margaret Supermarkets Inc.
2–RC–635 Mariner Steamship Co.
8–RC–194 Marion Power Shovel Co.
34–RC–114 Marshall Manufacturing & Processing Co.
18–RC–63 Marshalltown Trowel Co.
1–RC–259 Marsh, Jordan Co.
20–RC–373 Martinelli, S., & Co.
15–RC–79 Martin, Roy O., Lumber Co., Inc.
9–RC–203 Martin, W. R., Co.
10–RC–418 Mary Jane Stores of Florida, Inc.
15–RC–60 Mathieson Chemical Corp.
5–RC–220 Mathieson Chemical Corp.
10–RC–89 Maxcy, L., Inc.
35–RC–66 Maxon Construction Co.
9–RC–63 Mengal Co., The.
14–RC–167 Menke Stone & Lime Co.
1–RC–631 Mercer Paper Tube, Inc.
18–RC–345 Meredith Publishing Co.
2–RC–272 Mergenthaler Linotype Co.

13–RC–440	Metal Cutting Tools, Inc.
1–RC–490	Metropolitan Ice Co.
2–RC–878	Metropolitan Life Insurance Co.
7–RC–221	Midland Steel Products Co.
4–RC–313	Mid-States Gummed Paper Co.
20–RC–141	Midtown Motors.
7–RC–172	Midwest Metal Products Co.
13–RC–443	Miller-Woll, Inc.
18–RC–257	Minnesota Mining & Manufacturing Co.
15–RC–54	Mississippi Products, Inc.
15–RC–171	Mississippi Tank Co.
14–RC–424	Missouri Distributing Co., Inc.
14–RC–159	Missouri Gravel Co.
17–RC–282	Missouri Service Co.
14–RC–231	Mixdorff-Krein Manufacturing Co.
9–RC–412	Model Laundry Co.
10–RC–323	Modern Coach Corp.
31–RC–36	Modern Equipment Co.
1–RC–258	Modern Linen Co.
10–RC–527	Modern Upholstered Chair Co.
5–RC–148	Monroe Upholstering Co.
10–RC–368	Monsanto Chemical Co
39–RC–50	Monte Alto Citrus Association.
15–RC–41	Monticello Charm Tred Mills, Inc.
15–RC–92	Monticello Cotton Mills, Inc.
8–RC–132	Moore Enameling Manufacturing, The.
21–RC–463	Morenci Water & Electric Co.
14–RC–623	Morley Manufacturing Co.
16–RC–318	Morrison Milling Co., The.
10–RC–353	Morristown Turning Co.
2–RC–866	Morris, William A., Inc.
34–RC–99	Morris, W. P., Lumber Co.
14–RC–227	Mound City Products Co.
7–RC–50	Mueller Brass Co.
16–RC–260	Murdock Tank Co.
4–RC–148	Murlin Manufacturing Co.
9–RC–200	Murphy, G. C., Co.
16–RC–121	Murray Rubber Co.
34–RC–96	Mutual Distributing Co.
21–RC–711	Myercord Co., Inc.
15–RC–84	Nabors, W. C., Co.
2–RC–192	Namm's, Inc.
2–RC–848	Namm's, Inc.
21–RC–619	Nash Kelvinator Corp.
21–RC–634	Nash Kelvinator Corp
2–RC–651	Nassau Utilities Fuel Corp.
8–RC–251	National Automotive Fibres, Inc.
10–RC–365	National Brans, Inc.
5–RC–214	National Carbide Corp.
8–RC–237	National Carbon Co.
1–RC–837	National Folding Box Co.
16–RC–338	National Geophysical Co., Inc.
2–RC–366	National Hardware Corp.
5–RC–240	National Lumber Co., The.
10–RC–169	National Traffic Guard Co.
1–RC–744	National Lead Co.
4–RC–40	National Lead Co.
1–RC–893	Natural Products Co.
33–RC–45	Navajo Freight Lines, Inc.
8–RC–275	Nestles Co., Inc.
13–RC–630	Newburg Machine Co.
34–RC–92	New England Waste Co.
1–RC–675	New Haven Pulp & Board Co., The.
35–RC–26	New Indiana Chair Co.
2–RC–541	New Jersey Wire Goods Co.
33–RC–47	New Mexico Broadcasting Co.
15–RC–16	Newport Industries Inc.
3–RC–56	New Process Gear Corp.
6–RC–143	New York, & Pennsylvania Co. Inc., The.
38–RC–45	New York & Porto-Rico Steamship Co., The.
2–RC–337	New York Power & Light Corp.
10–RC–241	New York Steam Laundry, Inc.
2–RC–382	New York Telephone Co.
1–RC–644	Nison Shoes, Inc.
15–RC–111	Noe, James A., Radio Station.
10–RC–431	Norris, Inc.
2–RC–199	North American Phillips Co.
18–RC–344	Northern Engineering Co.
1–RC–347	Northern Industrial Chemical Co.
30–RC–63	North Denver Lumber Co.
32–RC–81	North Memphis Lumber Co.
7–RC–343	Northville Laboratories Inc.
18–RC–76	Northwestern Bell Telephone Co.

19–RC–233	Northwest Freight Lines.
16–RC–139	Nueces Coast Broadcasting Co.
34–RC–90	Oettinger Lumber Co., Inc
8–RC–145	Ohio Power Co.
8–RC–369	Ohio Associated Telephone Co., The.
13–RC–382	Ohmite Manufacturing Co.
16–RC–84	Oklahoma Coca-Cola Bottling Co.
16–RC–103	Oklahoma Scrap Paper Co.
1–RC–792	Old Town Shoe Co.
14–RC–56	Olin Industries, Inc.
13–RC–208	Oliver Plant No. 2.
20–RC–75	Olives, Inc.
36–RC–209	Oregon Portland Cement Co.
10–RC–129	Orkin Termite Co., Inc.
8–RC–126	Osborn Manufacturing Co., The.
7–RC–450	Overton, S. E., Co.
6–RC–92	Owens-Corning Fiberglas Corp.
8–RC–356	Owens-Corning Fiberglas Corp.
13–RC–376	Owens-Illinois Glass Co.
14–RC–509	Ozark Central Telephone Co.
19–RC–128	Pacific Gamble Robinson Co.
21–RC–503	Pacific Tankers, Inc.
20–RC–186	Pacific Telephone & Telegraph Co.
1–RC–521	Panther Moccasin Manufacturing Co.
14–RC–275	Paramount Liquor Co.
32–RC–32	Parkin Printing & Stationery Co.
9–RC–425	Parkway Lincoln-Mercury Sales, Inc.
16–RC–202	Patrick Shipside Warehouse Co.
13–RC–121	Patterson, J. H., Co.
34–RC–43	Patterson Mills Co.
4–RC–199	Patterson Parchment Paper Co.
16–RC–210	Patterson Steel Co.
9–RC–241	Peal Manufacturing Co.
16–RC–328	Peaslee Gaulbert Corp.
34–RC–55	Pedan Steel Co.
1–RC–780	Peirce, S. S., Co.
6–RC–179	Penn Woven, Inc.
19–RC–16	Permanente Metals Corp.
1–RC–770	Peter Pan Bus Lines.
14–RC–428	Pevely Dairy Co.
21–RC–64	Phelps Dodge Mercantile Co.
31–RC–34	Phenix Manufacturing Co.
6–RC–305	Philadelphia Co.
16–RC–270	Phillips Chemical Co.
39–RC–61	Phillips Chemical Co.
16–RC–275	Phillips Petroleum Co.
19–RC–124	Phillips & Rowe.
8–RC–222	Phoenix Machine Co.
9–RC–105	Phoenix Pie Co.
34–RC–124	Piedmont Leaf Tobacco Co.
10–RC–196	Pierce Motor Co.
39–RC–7	Piggly-Wiggly Corp.
34–RC–60	Pine Burr Fashioned Mill.
3–RC–85	Piorier & McLane Corp.
8–RC–270	Pittsburgh Plate Glass Co.
2–RC–542	Plymouth Metal Products.
36–RC–34	Pondosa Pine Lumber Co.
9–RC–399	Portrait Frocks, Inc.
30–RC–123	Post Printing & Publishing Co.
33–RC–21	Potash Co. of America.
20–RC–142	Poultry Producers of Central California.
13–RC–570	Powers Regulator Co.
1–RC–929	Princeton Knitting Mills, Inc.
21–RC–71	Proctor & Gamble Manufacturing, Co., The.
16–RC–264	Proctor & Gamble Manufacturing, Co., The.
9–RC–328	Prophet, Fred B., Co.
1–RC–421	Providence Combing Co., Inc.
1–RC–443	Providence Public Market Co.
2–RC–787	Public Service Electric & Gas Co.
6–RC–293	Puritan Foundations Co., Inc.
6–RC–151	Quaker State Oil Refining Corp.
16–RC–312	Quanah Cotton Oil Co.
5–RC–165	Quick Service Laundry.
4–RC–252	Radio Corp. of America.
1–RC–372	Radio Wire & Television, Inc.
10–RC–163	Ragland, Potter & Co.
9–RC–191	Raleigh Coca-Cola Bottling Works.
19–RC–136	Rankin Equipment Co.
19–RC–125	Rathbun Implement Co.
35–RC–144	Read Canaday Co.
4–RC–26	Red Arrow Lines.
10–RC–351	Red Bank Mill, Inc.
18–RC–252	Red Owl Stores, Inc.
10–RC–381	Red Top Brewing Co.
10–RC–213	Reliable Transfer Co., Inc.
10–RC–212	Reliable Transfer Co., Inc.

10–RC–231	Reliance Transfer Co., Inc.
2–RC–164	Remington Rand, Inc.
2–RC–502	Republic Aviation Corp.
13–RC–206	Republic Flow Meters Co.
7–RC–354	Rex Paper Co.
5–RC–210	Reynolds Metals Co.
10–RC–237	Reynolds Metals Co., Reynalite Division.
34–RC–95	Reynolds, R. J., Tobacco Co.
7–RC–62	Reynolds Spring Co.
9–RC–452	Rich Loaf, Inc.
9–RC–107	Rich, Howard B., Inc.
16–RC–211	Rio Grande Valley Gas Co.
15–RC–138	Ritchie Grocery Co.
10–RC–395	Roane Anderson Co.
9–RC–376	Robinson-Schwenn Store, The.
10–RC–466	Rock City Paper Box Co., Inc.
13–RC–273	Rockford Coca-Cola Bottling Co.
10–RC–356	Rock Hill Printing & Finishing Co.
13–RC–507	Rock Island Broadcasting Co.
30–RC–24	Rocky Mountain Pipe Line Co., Continental Oil.
20–RC–165	Roddenberry Molica Co.
2–RC–821	Roddis Plywood & Door Co., Inc.
33–RC–41	Roderick Broadcasting Corp.
16–RC–248	Rohm & Haas.
13–RC–251	Rosberg, J. H., Manufacturing Co.
10–RC–283	Rowe Transfer & Storage Co.
34–RC–137	Royal Cotton Mill.
10–RC–385	Royal Palm Ice Co.
10–RC–450	Royal Palm Ice Co.
21–RC–96	Royal Tallow & Soap Co.
2–RC–185	Royal Typewriter Co., Inc.
10–RC–430	Rubin Brothers Footwear, Inc.
1–RC–357	Safety Car Heating & Lighting Co., Inc.
14–RC–656	St. Joseph Lead Co.
14–RC–276	St. Louis Wholesale Drug Co.
8–RC–133	St. Marys Manufacturing Co.
7–RC–442	St. Regis Paper Co.
15–RC–109	St. Regis Paper Co.
19–RC–86	St. Regis Pulp Co., Kraft Pulp Division.
13–RC–207	Sampsel Time Control, Inc.
7–RC–28	Sam's Inc., Randolph Drug Co.
1–RC–621	Sandler Moccasin Co., Inc.
8–RC–285	Sandusky Newspapers, Inc.
1–RC–709	Sangerville Woolen Mills, Inc.
16–RC–254	San Marcos Telephone Co.
1–RC–376	San-Nap-Pak Manufacturing Co., Inc.
16–RC–60	Santa Fe Trail Transportation Co.
8–RC–101	Save Electric Corp.
9–RC–340	Schauer Machine Co.
16–RC–110	Schlumberger Well Surveying Corp.
14–RC–397	Schulman, A., Inc.
4–RC–111	Schutte & Koerting Co.
20–RC–415	Scott Motor Co.
4–RC–295	Seaboard Container Corp.
21–RC–413	Seaside Oil Co.
4–RC–302	Sears, Roebuck & Co.
18–RC–102	Seeger Refrigerator Co.
35–RC–138	Selmer, H. & A., Inc.
3–RC–194	Seven-Up of Rochester, Inc.
8–RC–190	Sheffield Bronze Paint Corp.
35–RC–164	Shelbyville Desk Co.
13–RC–410	Sheldon Machine Co.
20–RC–331	Shell Chemical Corp.
17–RC–305	Shelly Oil Co., Pipe Line Department.
16–RC–341	Sherman Manufacturing Co.
1–RC–819	Shevenelle, Prosper & Son, Inc.
13–RC–289	Shiller Bros., Inc.
13–RC–504	Signode Steel Strapping Co.
5–RC–257	Siris, A. J., Co., Inc.
21–RC–433	Smith, A. O., Corp.
13–RC–85	Smith, A. O., Corp., Kankakee Works.
13–RC–102	Smith, A. O., Corp., Kankakee Works.
15–RC–244	Smith, Mac, Garment Co., Inc.
32–RC–106	Smith Rice Mill, Inc.
16–RC–200	Smith, W. J., Wood Preserving Co.
30–RC–105	Socony Vacuum Refinery.
21–RC–204	Solar Aircraft Co.
2–RC–429	Solar Manufacturing Corp.
19–RC–91	South Bend Fabricating Co.
10–RC–4	Southeastern Industries, Inc.
15–RC–182	Southern Alkali Corp.
13–RC–256	Southern Electric, Inc.

5–RC–88	Southern Maryland Electric Cooperative, Inc.
10–RC–542	Southern Mills Corp.
16–RC–86	Southern Pacific Transport Co.
10–RC–256	Southern Paperboard Corp.
15–RC–173	Southland Oils, Inc.
16–RC–157	Southland Paper Mills, Inc.
16–RC–209	Southwestern Supply & Machine Works
7–RC–282	Special Machine & Engineering Co.
1–RC–293	Sprague Electric Co.
7–RC–64	Square D Co.
2–RC–1068	Squibb, E. R., & Sons
34–RC–94	Sronce Automotive Supply Inc.
14–RC–507	Standard Generator Service Co. of Missouri.
7–RC–23	Standard Oil Co.
20–RC–9	Standard Oil Co. of California
30–RC–104	Standard Oil Co., Indiana.
9–RC–192	Standard Printing Co., Inc., The
1–RC–828	Standard Pyroxoloid Co.
1–RC–45	Standard Romper Co., Inc.
8–RC–445	Stark Broadcasting Corp.
15–RC–63	Stephens Broadcasting Co., Inc., WDSU.
2–RC–824	Stern Brothers.
10–RC–148	Stokely Food, Inc.
10–RC–455	Stokely Foods, Inc.
18–RC–169	Stokely Foods, Inc.
15–RC–140	Strauss, F., & Son, Inc.
13–RC–244	Suburban Transit System, Inc.
21–RC–256	Sunset Milling and Grain Co.
39–RC–34	Sunshine Broadcasting Co., KTSA, Radio Station
1–RC–416	Superior Baking Co.
9–RC–181	Superior Welting Co.
17–RC–266	Swanson, C. A., & Sons.
1–RC–540	Swift & Co.
1–RC–575	Swift & Co.
2–RC–200	Swift & Co.
17–RC–230	Swift & Co.
20–RC–238	Swift & Co.
35–RC–97	Swift & Co.
1–RC–500	Swift & Co., H. L. Handy Co., d/b/a.
13–RC–607	T & T Tailoring Co.
10–RC–458	Tampa Transit Lines, Inc.
10–RC–432	Tanner Brice Co.
39–RC–63	Taormina Co.
35–RC–88	Tarzain, Sarkes.
9–RC–322	Taxicabs of Cincinnati, Inc. (Ferguson Division).
9–RC–355	Taxi Cabs of Cincinnati, Inc , et al.
13–RC–114	Teletype Corp.
10–RC–389	Tennessee Furniture Industries, Inc.
16–RC–247	Texas Foundries, Inc.
16–RC–112	Texas Hardwood Manufacturing Co.
16–RC–147	Texas Public Service Co.
16–RC–269	Texas Vitrified Pipe Co.
16–RC–226	Texmass Petroleum Co.
39–RC–32	Texsun Citrus Exchange.
5–RC–131	Thalhimer Brothers, Inc.
5–RC–261	Thalhimer Brothers, Inc.
20–RC–182	Thermoid Western Co.
20–RC–261	Thermoid Western Co.
20–RC–63	Tide Water Associated Oil Co.
7–RC–197	Timken Detroit Axle Co., The.
16–RC–191	Tin Processing Corp.
10–RC–411	Tip Top Grocery Co.
2–RC–368	Todd's Shipyard.
2–RC–621	Toledo Scale Co.
8–RC–379	Tool-Die Engineering Co , Casting Division.
14–RC–587	Transit Casualty Co.
7–RC–437	Trenton Technical Laboratory.
10–RC–342	Trueman Fertilizer Co.
2–RC–842	Trust Co. of New Jersey.
7–RC–243	Turner Brooks, Inc. (Shade and Blind Department).
1–RC–415	Twin Cities Motor Co.
15–RC–146	Tyner-Petrus Co.
2–RC–283	Underwood Corp.
3–RC–241	Union Carbide & Carbon Corp., Electro Metallurgical Division.
14–RC–269	Union Electric Power Co.
21–RC–322	Union Steel Co.
2–RC–953	Unique Art Manufacturing Co.
7–RC–475	United Drill & Tool Corp.
1–RC–65	United States Finishing Co., The.
1–RC–327	United States Gypsum Co.
2–RC–631	United States Gypsum Co.

2–RC–955	United States Gypsum Co.
6–RC–193	United States Gypsum Co.
7–RC–44	United States Gypsum Co.
7–RC–424	United States Gypsum Co.
13–RC–167	United States Gypsum Co.
13–RC–196	United States Gypsum Co.
15–RC–37	United States Gypsum Co.
16–RC–61	United States Gypsum Co.
16–RC–142	United States Gypsum Co.
17–RC–107	United States Gypsum Co.
18–RC–86	United States Gypsum Co.
18–RC–129	United States Gypsum Co.
20–RC–178	United States Gypsum Co.
20–RC–191	United States Gypsum Co.
21–RC–327	United States Gypsum Co.
21–RC–358	United States Gypsum Co.
21–RC–633	United States Gypsum Co.
10–RC–566	United States Pipe & Foundry Co.
5–RC–38	United States Rubber Co.
13–RC–342	United States Rubber Co.
13–RC–414	United States Rubber Co.
21–RC–239	United States Rubber Co.
32–RC–122	United States Rubber Co.
34–RC–53	United States Rubber Co., Seaboard Stevens Plant.
10–RC–577	Universal Exploration Co.
17–RC–262	Universal Sales Co.
13–RC–567	Universal Tool & Die Works, Inc.
17–RC–242	Universal Trailer & Manufacturing Corp.
2–RC–474	Universal Steel Equipment Co.
19–RC–137	Utah & Idaho Sugar Co.
36–RC–17	V-M Timber Co., Vancouver Plywood & Veneer Co.
33–RC–66	Vaio, M., & Sons.
10–RC–422	Valdosta Milling Co., Inc.
14–RC–201	Valier-Spies Milling Co.
20–RC–110	Valley Truck & Tractor Co.
10–RC–320	Vance Iron & Steel Co.
9–RC–102	Victor Electric Products, Inc.
1–RC–656	Victory Plastics Co.
1–RC–622	Viner Brothers, Inc.
5–RC–173	Virginia Stage Lines, Inc.
32–RC–102	Volney Felt Mills, Inc.
38–RC–21	WIAC Radio Station.
34–RC–85	WPTF Radio Co , The
5–RC–244	WQQW Radio Station, Inc.
15–RC–108	WSMB, Inc.
8–RC–177	WSRS, Inc.
18–RC–192	Wahkonsa Foundry.
32–RC–54	Walnut Ridge Manufacturing Co.
1–RC–732	Warners Brothers Co., The.
10–RC–56	Warwick Lumber Co., Paul Gill & R. H. Van Landingham Copartners.
19–RC–144	Wasatch Oil Co.
9–RC–267	Washington Overall Manufacturing Co.
34–RC–103	Washington Tobacco Co.
18–RC–136	Waters-Conley Co.
2–RC–881	Watson Flagg Machine Co.
7–RC–374	Watts & Whelan Co., Inc.
3–RC–167	Weed & Co.
2–RC–237	Weir, Sherman, Inc.
5–RC–80	Welding Shipyards, Inc.
13–RC–32	Wells Fargo Carloading Co.
18–RC–297	Wells, J. W., Lumber Co.
15–RC–211	West Brook Manufacturing Co.
21–RC–348	West Coast Supply Co.
19–RC–89	West Tacoma News Print Paper Co.
5–RC–153	West Virginia Pulp & Paper Co.
1–RC–559	Western Auto Supply Co.
18–RC–26	Western Electric Co.
13–RC–511	Western Electric Co., Inc.
35–RC–175	Western Electric Co., Inc.
39–RC–18	Western Steel Co.
7–RC–84	Western Tablet & Stationery Corp., Kalamazoo Stationery Co.
36–RC–232	Western Veneer Co.

8–RC–97	Westinghouse Electric Co.
1–RC–868	Westinghouse Electric Corp.
6–RC–95	Westinghouse Electric Corp.
2–RC–247	Westinghouse Electric Corp.
6–RC–62	Westinghouse Electric Corp. (East Pittsburgh Division).
2–RC–160	Westinghouse Electric Corp. (Lamp Division).
20–RC–473	Westinghouse Electric Corp.
8–RC–305	Westinghouse Electric Supply Co.
20–RC–196	Westinghouse Pacific Coast Brake Co.
21–RC–445	Weston Biscuit Co., Inc
19–RC–38	Weyerhaeuser Timber Co.
36–RC–143	Weyerhaeuser Timber Co.
4–RC–265	Wheeler, C. H., Manufacturing Co.
32–RC–21	White, Ed., Jr., Shoe Co.
2–RC–373	Whitescarver Truck Rental Corp.
2–RC–981	Willys-Newark, Inc.
7–RC–138	Wilson Athletic Goods Manufacturing Co., Inc.
3–RC–208	Wilson & Co.
10–RC–322	Wilson & Co., Inc.
13–RC–430	Wilson & Co., Inc.
17–RC–238	Wilson & Co., Inc.
18–RC–232	Wilson & Co., Inc.
18–RC–233	Wilson & Co , Inc.
18–RC–234	Wilson & Co., Inc.
32–RC–28	Winburn Clay Products Co.
20–RC–10	Wine Growers Guild Central Cellars Lodi.
10–RC–352	Winn & Lovett Grocery Co., Inc.
18–RC–289	Winston & Newell Co.
30–RC–3	Winter-Weiss Co.
1–RC–897	Wise, Smith & Co., Inc.
2–RC–743	Wodaam Corp. (Radio Station WQV).
6–RC–242	Wolf Co., The
16–RC–193	Wolf, John E., Co.
7–RC–170	Wolverine Shoe & Tanning Corp.
10–RC–274	Woodward Iron Co., The.
9–RC–403	Woolworth, F. W., Co
1–RC–423	Worthy Paper Co., Association.
1–RC–787	Wovencraft, Inc.
10–RC–525	Yarbrough Motor Co.
4–RC–277	York Paper Manufacturing Co., Inc.

3. LMRA—RM cases

8–RM–5	Akron Brick & Block Co.
2–RM–67	Armour & Co.
21–RM–37	Baking Industry Council et al.
18–RM–28	Bay State Milling Co.
21–RM–85	Blue Diamond Corp.
34–RM–3	Caroline Power & Light Co.
4–RM–3	Circle F Manufacturing Co.
2–RM–56	Cocoline Products, Inc.
16–RM–14	Continental Bus System, Inc.
21–RM–98	Continental Southern Corp.
2–RM–90	European Dyeing & Finishing Co.
21–RM–4	Felton, O. E.
8–RM–6	Harris Seybold Co.
2–RM–88	Hearn Department Stores, Inc.
19–RM–1	Hull-Rodell Motors, Inc.
14–RM–12	Mid-Continent Coal Corp.
21–RM–38	Motor Pattern & Manufacturing Co.
10–RM–24	Murray Motor Transport.
2–RM–33	North American Phillips Co., Inc.
3–RM–29	Oswego Sheet Metal Works, Inc.
36–RM–6	Pondosa Pine Lumber Co.
18–RM–32	Preston Co-Operative Creamery Association.
2–RM–70	Prudential Insurance Co of America, The.
5–RM–6	Safety Motor Transit Corp., Roanoke Railway & Electric Co.
21–RM–39	Sealright Pacific, Ltd.
13–RM–25	Shidler Brothers, Inc.
20–RM–31	Westinghouse Electric Corp.
21–RM–76	Whitney's.

4. LMRA—RD cases

4–RD–30	All American Metal Products Co., Inc.
21–RD–48	Allied Chemical & Dye Corp.
7–RD–41	Alma Trailer Co.
20–RD–9	American Smelting & Refining Co.
15–RD–12	Arkansas Louisiana Gas Co.
30–RD–11	Art Neon Co.
16–RD–33	Best Motor Lines.
16–RD–32	Bethlehem Steel Co., Shipbuilding Division, Beaumont Yard.
13–RD–14	Bond Stores, Inc.
15–RD–3	Bonita Ribbon Mills & Brewton Weaving.
2–RD–68	Brown Brothers Foundry, Inc.
36–RD–17	C & M Lumber Co., Inc.
21–RD–69	California Consumers Corp.
5–RD–11	Century Ribbon Mills, Inc.
32–RD–5	Clayton-Brown Wholesale Grocery.
21–RD–19	Cudahy Packing Co.
20–RD–13	Cutter Laboratories.
7–RD–46	Detroit Edison Co.
21–RD–9	Ellis-Klatscher & Co.
1–RD–10	Foster Jewelry Co.
2–RD–56	Fox & Ehrlich, Samuel Fox & Israel Ehrlich, Co-partners, d/b/a.
7–RD–17	Gabriel Steel Co.
2–RD–31	Gassner Aircraft Engineering.
13–RD–9	General Motors Corp.
8–RD–8	Goodyear Tire & Rubber Co., The.
5–RD–13	Great Atlantic & Pacific Tea Co., The.
5–RD–16	Hiden Warehouse & Forwarding Co.
7–RD–33	Hygrade Food Products Corp.
4–RD–14	International Harvester Co.
2–RD–53	Ives-Cameron Co., Inc.
21–RD–66	Jell-Well Dessert Co.
1–RD–36	Kartiganer Hat Corp.
4–RD–13	Keystone Weaving Mills, Inc.
7–RD–36	Kraft Foods Co.
3–RD–22	Liberty Tool & Die Corp.
9–RD–28	Marietta Metal Products Co.
21–RD–73	Morse & Morse, Inc.
30–RD–10	Mountain States Telephone & Telegraph Co.
2–RD–45	McCrory Stores Corp.
5–RD–7	National Color Printing Co.
18–RD–16	Northwestern Auto Parts Co.
21–RD–55	North Whittier Heights Citrus Association.
2–RD–44	Reliable Tool Co., Inc.
2–RD–50	Roche Organon, Inc.
1–RD–37	Royal Crown of Boston, Inc.
7–RD–5	Solvay Process Co.
10–RD–13	Southern Bell Telephone & Telegraph Co., Inc.
16–RD–44	Standard Brands, Inc.
13–RD–13	Standard Oil Co. (Indiana).
9–RD–27	Straitsville Brick Co.
1–RD–29	Swift & Co., d/b/a Squire, John P., Co.
14–RD–23	Texas Co., The.
2–RD–30	Times Appliance Co., Inc.
9–RD–20	Univis Lens Co., The.
1–RD–28	Veeder-Root, Inc.
16–RD–40	Willborn Brothers Co., Inc.
13–RD–21	Wilson & Co., Inc.
16–RD–36	Wilson & Co., Inc.
17–RD–14	Wilson & Co., Inc.
18–RD–22	Wilson & Co., Inc.
18–RD–9	Woodmark Industries, Inc.[1]
19–RD–16	Wraights, Inc.

[1] Decision permitting withdrawal.

B. *Cases decided on the basis of stipulated election*

1. NLRA—R cases

13M–R–24	Allis-Chalmers Manufacturing Co.
13–R–4402	Corn Products Refining Co.
8–R–2727	Heinz, H. J., Co.
5W–R–48	Mock, Judson Voehringer Co.
19–R–2184	Mountain States Telephone & Telegraph Co.

2. LMRA—RC cases

3–RC–106	Ace Auto Spring Works, Inc.
31–RC–43	Acme Steel Co.
9–RC–503	Acme Wiper & Industrial Laundry.
17–RC–374	Adams & Sons Grocery Co.
14–RC–390	Adept Tool & Machine Co.
6–RC–157	Alleghany Country Heating Co.
6–RC–154	Allegheny Country Steam Heating Co
10–RC–479	Allied Chemical & Dye Corp.
36–RC–263	Allied Chemical & Dye Corp.
10–RC–190	Allis Chalmers Manufacturing Co.
7–RC–127	Alpena Tanning Co.
13–RC–529	American Automatic Device Co.
5–RC–305	American Bakeries Co.
10–RC–424	American Bakeries Co.
5–RC–177	American Brakeshoe Corp.
6–RC–222	American Brake Shoe Co.
18–RC–137	American Bridge Co.
7–RC–333	American Car & Foundry Co.
14–RC–586	American Car & Foundry Co.
18–RC–280	American Colloid Co.
14–RC–330	American Fixture & Manufacturing Co.
1–RC–765	American Hardware Corp., The
13–RC–686	American Hobby Specialties Inc.
10–RC–562	American Lumber & Treating Co.
6–RC–200	American Motor Sales Co.
2–RC–1239	American Oil Co., The.
4–RC–443	American Oil Co., Tne.
14–RC–421	American Pulverizer Co.
5–RC–166	American Radiator & Standard Sanitary Corp., Baltimore Works.
5–RC–176	American Radiator & Standard Sanitary Corp., Baltimore Works.
4–RC–237	American Steel & Copper Industries, Inc., Welin Davit & Boat, Division of.
13–RC–674	American Steel & Wire Co.
16–RC–273	American Steel & Wire Co.
6–RC–313	American Window Glass Co., The.
4–RC–239	Ansley Radio & Television Co.
14–RC–350	Apex Metal Products.
15–RC–99	Arkansas Fuel Oil Co.
15–RC–100	Arkansas Fuel Oil Co.
13–RC–188	Arlington Seating Co.
10–RC–369	Armco Drainage & Metal Products, Inc.
39–RC–67	Armco Drainage & Metal Products, Inc.
8–RC–201	Armco Steel Corp.
1–RC–724	Armour & Co.
2–RC–571	Armour & Co.
4–RC–285	Armour & Co.
10–RC–325	Armour & Co.
10–RC–335	Armour & Co.
16–RC–236	Armour & Co.
18–RC–355	Armour & Co., Dairy & Poultry Division.
3–RC–158	Armstrong Cork Co., The, Arrowhead Plant.
13–RC–271	Armstrong Cork Co.
21–RC–752	Arrowhead Rubber Co.
10–RC–383	Atkin, C. B., Co.
19–RC–247	Atkinson, Guy F., Co. & Jones, J. A., Construction Co.
13–RC–355	Aurora Dry Goods Co., Inc.
13–RC–340	Austin Western Co.
17–RC–365	Auto Transports, Inc.
16–RC–233	Baash Ross Tool Co.
14–RC–383	Bachman Machine Co.
4–RC–281	Bailey Dye Works, Inc., & Erie Finishing Co
4–RC–320	Bakelite Corp.
13–RC–617	Bakelite Corp.

14–RC–313	Baughman Manufacturing Co.
1–RC–648	Berkshire Coca-Cola Bottling Co.
10–RC–453	Berryton Mills, The.
3–RC–126	Berwin Paper Co., Inc.
16–RC–356	Best Foods Inc., The.
1–RC–729	Bettinger Enamel Corp
4–RC–441	Bigelow-Sanford Carpet Co , Inc
13–RC–195	Blackstone Manufacturing Co., Inc.
32–RC–59	Bluff City Paper Stock Co.
1–RC–906	Boston Gear Works, Inc.
1–RC–663	Bownes, Frank, Co.
17–RC–329	Brackett Stripping Machine Co , The.
10–RC–436	Breman Iron & Metal Co.
7–RC–229	Briggs Manufacturing Co.
14–RC–387	Browning Arms Co.
9–RC–256	Buckeye Cotton Oil Co., The.
14–RC–373	Buckeye Die Tool Co.
35–RC–127	Buckyrus Erie Co.
3–RC–153	Buffalo Delivery, Inc.
7–RC–499	Burkhardt Co., The.
14–RC–432	Bussey, R. A., Machine Co.
21–RC–282	Butcher, L. H., Co.
6–RC–144	Butler Stamping Co., Inc.
20–RC–380	California Almond Growers Exchange.
21–RC–346	California Walnut Growers Association.
5–RC–200	Camp-Betner Corp.
17–RC–357	Capper Publications, Inc.
10–RC–388	Carbide & Carbon Chemicals Corp.
21–RC–434	Carlton Forge Works, Inc.
34–RC–125	Carolina Coach Co., Inc.
14–RC–438	Central Pattern Co.
1–RC–873	Chamberlain & Co.
3–RC–109	Chapman Thin Wall Coupling Corp.
21–RC–742	Chase Bag Co.
5–RC–135	Chesapeake & Potomac Telephone Co.
4–RC–175	Cities Service Oil Co.
13–RC–710	Clark Distributing Co.
34–RC–101	Cleveland Mill & Power Co.
1–RC–585	Coca-Cola Bottling Co. of Keene.
1–RC–696	Coca-Cola Bottling Co.
9–RC–393	Coca-Cola Bottling Works.
9–RC–292	Coca-Cola Bottling Works Co., The.
13–RC–315	Coca-Cola Bottling Co.
1–RC–901	Colonial Brush Manufacturing Co., Inc.
3–RC–144	Colorado Fuel & Iron Co., Wickwire Spencer Steel Division of.
33–RC–48	Columbian Carbon Co.
3–RC–207	Comstock Canning Corp.
1–RC–480	Connecticut Motor Lines, Inc.
3–RC–268	Consolidated Machine Tool Corp.
3–RC–263	Consolidated Packaging Machinery Corp.
10–RC–443	Constitution Publishing Co.
7–RC–203	Continental Motors Corp.
1–RC–474	Cook, ASAS, Co., The.
13–RC–98	Cornell Forge Co.
13–RC–141	Cory Corp., Freshened Air Division.
1–RC–888	Coutu Sanitary Launderers & Cleaners.
5–RC–147	Craddock Terry Shoe Corp.
13–RC–515	Cummins Business Machine Corp.
34–RC–111	Dacotah Cotton Mills.
2–RC–647	Dadourian Export Corp.
8–RC–407	Dairypak, Inc.
10–RC–338	Dalton Cotton Products.
7–RC–241	Danly Machine Specialties, Inc.
6–RC–4	Davis Branhart Co.
14–RC–463	Day-Brite Lighting, Inc.
18–RC–146	Dealers Manufacturing Co.
13–RC–662	Deere, John, Plow Works.
18–RC–363	Deere, John, Plow Co.
18–RC–331	Deere Manufacturing Co.
2–RC–568	Defiance Button Machine Co.
7–RC–512	Den-Ark Tool & Die Co.
14–RC–363	Deranek Tool & Machine Co.
16–RC–350	Diamond T Truck & Parts Co.
21–RC–500	Diedrich, L. N., Inc.
34–RC–98	Dixie Bag Co. Inc.
32–RC–89	Dixie Cup Co.
5–RC–64	Dorchester House.
10–RC–110	Douglas Silk Products Co., Inc.
13–RC–393	Dreis & Krump Manufacturing Co.
14–RC–361	Dresel Betz Co.
6–RC–210	Dresser Industries, Inc., Dresser Manufacturing Division.

1–RC–723	Duesberg-Bosson of America, Inc.
5–RC–169	Dupont E. I. de Nemours & Co.
8–RC–370	Dupont E. I. de Nemours & Co.
6–RC–89	Duquesne Light Co.
14–RC–362	Eagle Foundry Co.
17–RC–419	Eagle-Picher Mining & Smelting Co., The.
15–RC–241	East Mississippi.
15–RC–249	East Mississippi Electric Power Association.
14–RC–632	East St. Louis Rendering Co.
4–RC–259	Eberle Tanning Co.
34–RC–128	Ecusta Paper Corp.
14–RC–381	Ehrhardt Tool & Machine Co.
14–RC–356	Electric Auto-Lite Co.
13–RC–380	Electro Engineering Products Co., Inc.
17–RC–361	Electro Glide Co., The
16–RC–267	Elk Cotton Oil Co.
13–RC–331	Empire Box Corp.
13–RC–346	Enamelers & Japanners, Inc.
5–RC–65	Engineering & Research Corp.
6–RC–158	Equitable Auto Co.
6–RC–159	Equitable Auto Co.
6–RC–155	Equitable Gas Co.
6–RC–156	Equitable Real Estate Co.
14–RC–382	Essmueller Co., The
34–RC–68	Eureka Lumber Co.
13–RC–485	F & B Manufacturing Co.
2–RC–771	Fairchild Camera & Instrument Corp.
1–RC–737	Fairhaven Co.
1–RC–558	Fairmont Foods Co.
18–RC–372	Faribault Woolen Mills Co.
21–RC–409	Faulco, Industries.
14–RC–376	Ferguson Tool & Machine Co., Inc.
32–RC–67	Firestone Tire & Rubber Co.
36–RC–62	Fir Pine Products Milling Co.
10–RC–409	Florence Manufacturing Co.
14–RC–486	Food Center of St. Louis, Inc.
18–RC–148	Ford Motor Co.
18–RC–182	Ford Motor Co.
14–RC–492	Ford Motor Co.
7–RC–55	Ford Motor Co., Mound Road Plant.
7–RC–331	Ford Motor Co., Mound Road Plant.
7–RC–356	Ford Motor Co., Lincoln Mercury Division.
10–RC–428	Fort Industry Co. Inc., The.
10–RC–437	Fort Industry Co., The.
1–RC–907	Fox Point Warehouse & Terminal Co.
8–RC–376	Fruehauf Trailer Co., The.
2–RC–548	Garden State Bus Line.
13–RC–432	Gaw-O'Hara Envelope Co.
9–RC–394	General Cigar Co., Inc.
18–RC–269	General Dairy Equipment Co.
6–RC–118	General Electric Appliances, Inc.
16–RC–300	General Electric Appliance Service Center.
6–RC–312	General Electric Co.
13–RC–616	General Electric Co.
19–RC–208	General Electric Co.
36–RC–197	General Electric Co.
8–RC–250	General Electric Co., Apparatus Dept.
9–RC–433	General Electric Lexington Lamp Works.
32–RC–44	General Electric Corp., Memphis Lamp Workers.
2–RC–1156	General Electric Supply Corp.
2–RC–1205	General Electric Supply Corp.
3–RC–197	General Electric Supply Corp.
3–RC–198	General Electric Supply Corp.
5–RC–266	General Electric Supply Corp.
3–RC–277	General Electric Supply Corp.
5–RC–285	General Electric Supply Corp.
5–RC–314	General Electric Supply Corp.
16–RC–344	General Electric Supply Corp.
13–RC–692	General Electric X-Ray Corp.
13–RC–281	General Mills, Inc.
7–RC–256	General Motors.
1–RC–714	General Motors Corp.
2–RC–509	General Motors Corp.
2–RC–531	General Motors Corp.
2–RC–677	General Motors Corp.
4–RC–319	General Motors Corp.
5–RC–118	General Motors Corp.
7–RC–201	General Motors Corp.
7–RC–202	General Motors Corp.
7–RC–206	General Motors Corp.
7–RC–216	General Motors Corp.
7–RC–233	General Motors Corp.

856215—50——17

7–RC–245	General Motors Corp.
7–RC–247	General Motors Corp.
7–RC–248	General Motors Corp.
7–RC–250	General Motors Corp.
7–RC–262	General Motors Corp.
8–RC–326	General Motors Corp.
8–RC–412	General Motors Corp.
9–RC–269	General Motors Corp.
10–RC–559	General Motors Corp.
13–RC–670	General Motors Corp.
15–RC–202	General Motors Corp.
17–RC–284	General Motors Corp.
21–RC–288	General Motors Corp.
21–RC–584	General Motors Corp.
32–RC–79	General Motors Corp.
32–RC–91	General Motors Corp.
1–RC–483	General Motors Corp., Buick Oldsmobile Pontiac Assembly Division.
7–RC–246	General Motors Corp., Buick Motor Co. Division.
7–RC–426	General Motors Corp., Chevrolet Assembly Plant Division of.
9–RC–184	General Motors Corp., Chevrolet Norwood Division.
7–RC–238	General Motors Corp., Display Department, Chevrolet Division.
8–RC–241	General Motors Corp., Fisher Body Division (Eculid Plant).
7–RC–199	General Motors Corp., Fisher Body Fleetwood Division.
16–RC–234	General Motors Corp., General Motors Parts Division.
7–RC–267	General Motors Corp., Pontiac Motor Division.
4–RC–190	General Motors Corp., Truck & Coach Division.
4–RC–206	General Motors Corp., Truck & Coach Division.
10–RC–364	General Plywood Corp.
10–RC–288	Georgia Florida Coaches, Inc.
13–RC–283	Gerrard Steel Strapping Co.
13–RC–597	Gietl Brothers & Gietl Bros.
1–RC–586	Gin & Co. (Ginn).
9–RC–321	Glidden Co., The.
13–RC–168	Globe Valve Corp.
13–RC–411	Goodwill Manufacturing Co.
10–RC–308	Goodyear Clearwater Mills, Mill No. 3.
10–RC–503	Goodyear Clearwater Mill No. 2.
8–RC–307	Gray Drug Co.
8–RC–308	Gray Drug Co.
9–RC–42	Gray Drug Stores, Inc.
2–RC–124	Great Atlantic & Pacific Tea Co., The.
2–RC–1247	Great Atlantic & Pacific Tea Co., The.
13–RC–500	Great Lakes Industries Inc.
3–RC–93	Great Lakes Motor Corp., Truck Department.
7–RC–546	Greyhound Corp., The.
34–RC–89	Grinnell Co., Inc.
14–RC–368	Gundlach, T. J., Machine Co.
14–RC–305	Gutman, Ben Truck Service, Inc.
1–RC–686	Hale Co., Inc.
2–RC–1159	Harmon Color Works, Inc.
4–RC–181	Harrisburg Children's Dress Co.
5–RC–178	Harris Hardwood Co., Inc.
1–RC–615	Hart Top Manufacturing Co., Inc.
13–RC–540	Haskins, R. G., Co.
37–RC–20	Hawaiian Plumbing & Sheetmetal Works.
20–RC–405	Hercules Powder Co.
14–RC–391	Heskett Machine & Engine Co.
18–RC–210	Highway Equipment Co.
2–RC–746	Hilto Tool & Machine Co.
14–RC–408	Hirsch, P. N., & Co.
14–RC–417	Hirsch, P. N., & Co.
5–RC–201	Hooper, F. X., Co., Inc.
5–RC–255	Hooper, Wm. E., & Sons Co.
13–RC–374	Hoosier Factories, Inc.
6–RC–252	Horwitz, Vincent, Co., Inc.
13–RC–248	Hotpoint, Inc.
39–RC–59	Houston Chronicle Publishing Co., The.
39–RC–58	Houston Post Co., The
5–RC–269	Hubbs & Corning Co.
7–RC–220	Hudson Motor Car Co.
21–RC–447	Hunt, V. P., Grayson Controls Division.
3–RC–150	Huron Portland Cement Co.
14–RC–322	Hygrade Water & Soda Co.
21–RC–504	Independent Pneumatic Tool Co.
10–RC–440	Individual Drinking Cup Co.
13–RC–165	International Harvester Co.

13–RC–640 International Harvester Co.
13–RC–706 International Harvester Co.
9–RC–100 International Nickel Co., Inc., The.
14–RC–474 International Shoe Co.
14–RC–680 International Shoe Co.
32–RC–87 International Shoe Co
18–RC–250 Iron River Water, Light & Telephone Co.
21–RC–329 Isbell Construction Co.
21–RC–331 Isbell Construction Co.
21–RC–332 Isbell Construction Co.

39–RC–12 J & L Steel Barrel Co.
9–RC–232 January & Wood Co.
13–RC–398 Jelke, John F., Co.
14–RC–500 Jellna Tool & Manufacturing Co.
2–RC–708 Jenkins Brothers.
4–RC–435 Jerrehian Brothers.

14–RC–375 K. & M. Machine Works.
33–RC–30 Kennecott Copper Co
33–RC–37 Kennecott Copper Co.
33–RC–38 Kennecott Copper Co.
33–RC–31 Kennecott Copper Co. Corp.
33–RC–32 Kennecott Copper Corp.
33–RC–33 Kennecott Copper Corp.
33–RC–34 Kennecott Copper Corp.
33–RC–35 Kennecott Copper Corp.
33–RC–36 Kennecott Copper Corp.
33–RC–39 Kennecott Copper Corp.
17–RC–210 Kenton-Potter Steel Corp.
5–RC–237 Kentucky Flooring Co.
18–RC–159 Kickernick, Inc.
21–RC–792 Kieckhafer Container Co.
17–RC–235 Kiewit, Peter, Sons, Co.
14–RC–378 Klein Manufacturing Co.
19–RC–150 KOMO Radio Station.
21–RC–709 Kress, S. H., Co.
2–RC–1277 Krug Baking Co. of New York, Inc., The.

2–RC–52 Lafayette National Bank of Brooklyn in N. Y., The.
21–RC–432 Lamb Rubber Co.
35–RC–57 Langsenkamp, F. H., & Co.
2–RC–671 Laytham, William P., & Sons Co., Inc.
37–RC–23 Lederer's Bill, Bar.
17–RC–257 Lee, H. D. Co., Inc.
13–RC–359 Lenz Electric Manufacturing Co.
14–RC–379 K Liberty Machine Works, Inc.
13–RC–354 Lift Truck Service Co.
10–RC–306 Lilly Tulip Cup Corp.
4–RC–260 Linde Air Products Co.
5–RC–144 Linde Air Products Co.
8–RC–284 Linde Air Products Co.
21–RC–827 Linde Air Products Co., The.
31–RC–32 Linde Air Products Co., The.
36–RC–227 Linde Air Products Co., The.
2–RC–979 Long Island Lighting Co.
6–RC–366 Lord Manufacturing Co.
21–RC–606 Los Angeles Drug Co.
17–RC–389 Luzier's, Inc.
21–RC–601 Lynch, John P., Co.

14–RC–338 McQuay-Norris Manufacturing Co.

16–RC–213 Machine Products Co.
2–RC–663 Mack-International Motor Truck Corp.
2–RC–1253 Mack-International Truck Corp.
2–RC–431 Mack Motor Truck Co.
2–RC–1130 Madigan's Radio & Television, Inc.
14–RC–312 Madison Packing Co.
9–RC–214 Magnovox Co. of Kentucky, The.
1–RC–641 Manchester Knitted Fashions Inc.
1–RC–422 Marcalus Manufacturing Co., Inc.
10–RC–305 Marion County Lumber Co., Inc.
14–RC–380 Marquette Tool & Die Co.
14–RC–429 Marsh, E. F., Engineering Co.
18–RC–240 Martin-Rosa Tractor & Equipment Co.
4–RC–351 Massey Concrete Products Co.
16–RC–278 Mathes Co.
1–RC–1022 Maxson Food System, Inc.
30–RC–116 May Department Stores Co , The
34–RC–129 Mayo Florence Nuway Co.
14–RC–374 Measuregraph Co
2–RC–1280 Melville Shoe Corp
3–RC–152 Metal Arts Co , Inc
18–RC–320 Metals Fabricating Co , Inc.
1–RC–856 Metro Dyestuff Corp.
17–RC–420 Midwestern Steel Treating & Forging Co., Inc.
18–RC–38 Miehle Printing Press & Manufacturing Co.
14–RC–341 Miller, Wm. A , Machine & Elevator Co.
18–RC–310 Minneapolis Knitting Works.

14–RC–311	Mississippi Lime Co. of Missouri.
14–RC–426	Missouri Pacific Transportation Co.
17–RC–250	Missouri White Motor Co., Inc., The
6–RC–380	Monongahela Power Co.
9–RC–342	Monsanto Chemical Co.
9–RC–389	Monsanto Chemical Co.
14–RC–599	Monsanto Chemical Co.
14–RC–306	Monsanto Chemical Co., Plant B.
13–RC–448	Montgomery Ward & Co., Inc.
18–RC–350	Montgomery Ward & Co., Inc.
18–RC–391	Montgomery Ward & Co., Inc.
21–RC–756	Morris Metal Products Co.
35–RC–120	Mouldings, Inc.
7–RC–503	Mueller Brass Co.
14–RC–372	Multiple Boring Machine Co., Inc.
14–RC–367	Munro Brothers Machine Shop, Inc.
14–RC–364	Mu-Way Machine & Die Works.
13–RC–314	National Biscuit Co.
4–RC–420	National Container Corp
14–RC–339	National Enameling & Stamping Co
18–RC–185	National Tea Co.
2–RC–1035	National Varnish Products Corp., The.
18–RC–222	Natrogas Co., Inc
2–RC–289	Nelson, N. P., Iron Works, Inc.
8–RC–318	Newark Tidewater Terminal, Inc.
19–RC–248	Newberry-Neon Electric Co.
1–RC–464	New Britain Machine Co.
13–RC–386	Noble, F. H., & Co.
5–RC–273	Norfolk Newspapers, Inc.
4–RC–178	Norristown Broadcasting Co., Inc.
18–RC–11	Northern Engineering Co.
34–RC–126	Oak Furniture Co.
14–RC–360	Obear Nester Glass Co.
4–RC–455	Oehrle Bros. Co., Inc.
14–RC–366	O'Fallon Tool & Die Co.
2–RC–562	Oppenheim Collins Co
21–RC–657	Pacific Electricord Co.
21–RC–720	Pacific Press, Inc.
7–RC–200	Packard Motor Car Co.
2–RC–1076	Paramount International Films, Inc.
2–RC–806	Paramount Pictures.
1–RC–728	Paulding, J. I., Co , Inc.
14–RC–365	Peerless Enamel Products Co.
16–RC–182	Penney, J. C., Co.
30–RC–133	Penney, J. C., Co.
36–RC–211	Penney, J. C., Co.
1–RC–748	Penobscot Shoe Co.
16–RC–132	Petrol Terminal Corp.
6–RC–64	Philadelphia Co.
4–RC–142	Philadelphia Electric & Manufacturing Co.
4–RC–83	Philadelphia Lager Beer Brewers' Association.
21–RC–466	Platt Music Corp. (Warehouse).
38–RC–37	Ponce Candy Industries, Inc.
16–RC–141	Port Drum Co.
19–RC–52	Potlatch Forests.
8–RC–125	Precision Castings Co., Inc.
16–RC–259	Premier Petroleum Co.
1–RC–574	Prentice, G. E., Manufacturing Co.
10–RC–467	Price Spindle & Flyer Shop.
14–RC–377	Production Engineering & Manufacturing Co.
14–RC–401	Progressive Service Co.
4–RC–325	Public Service Electric & Gas Co.
10–RC–549	Pure Oil Co.
10–RC–550	Pure Oil Co.
13–RC–480	Pure Oil Co.
13–RC–510	Pure Oil Co.
13–RC–729	Pure Oil Co.
5–RC–245	Pure Oil Co., The.
7–RC–470	Pure Oil Co., The.
15–RC–219	Pure Oil Co., The.
10–RC–496	Pure Pep Co. of Tuscaloosa.
4–RC–172	RCA Service Co.
2–RC–457	RCA Service Co., Inc.
2–RC–517	RCA Service Co., Inc.
2–RC–546	RCA Service Co., Inc.
2–RC–615	RCA Service Co., Inc.
7–RC–237	RCA Service Co., Inc.
;21–RC–786	RCA Service Co., Inc.
5–RC–156	RCA Service Co., Inc., Shop 927.
21–RC–363	Radio Corp. of America.
14–RC–389	Ramming, John, Machine Co.
21–RC–656	Rawak Candy Co.
21–RC–773	Reed & Co.
13–RC–495	Record Studios, Inc.
07–RC–377	Refiners Transport & Terminal Corp.
13–RC–582	Reflector Hardware Corp.
14–RC–505	Reichert Milling Co.
2–RC–917	Remington Rand, Inc.
3–RC–169	Remington Rand, Inc.
3–RC–190	Remington Rand, Inc.
3–RC–249	Remington Rand, Inc.

6–RC–298	Remington Rand, Inc.
8–RC–406	Remington Rand, Inc.
14–RC–579	Remington Rand, Inc.
14–RC–291	Rhodes Burford House Furnishing Co.
37–RC–24	Rialto Bar.
15–RC–181	Rice-Stix Co.
21–RC–442	Robertshaw Thermostat Co., Grayson Controls Division of.
13–RC–336	Rock-Ola Manufacturing Corp.
4–RC–288	Rodic Rubber Corp.
4–RC–284	Rohm & Haas Co.
3–RC–188	Rollway Bearing Co., Inc.
16–RC–198	Rowe Tool & Die Co.
1–RC–962	Royal Crown of Boston, Inc.
14–RC–468	Rozier-Ryan Co.
14–RC–471	Rueseler Motor Co.
20–RC–202	Ryerson, Joseph T., & Son, Inc.
32–RC–80	Safeway Stores, Inc.
32–RC–107	Safeway Stores, Inc.
32–RC–147	Safeway Stores, Inc.
14–RC–392	St. Louis Die Casting Co.
14–RC–189	St. Louis Plastic Moulding Co.
17–RC–245	Santa Fe Trail Transportation Co.
13–RC–298	Sasgen Derrick Co.
2–RC–662	Schick, Harry C., Inc.
14–RC–343	Schlueter Manufacturing Co.
2–RC–415	Schultz Engineering Co.
35–RC–169	Scott, Earl J., Co.
14–RC–245	Seidel Coal & Coke Co.
37–RC–15	Service Motor Co., Ltd.
1–RC–581	Shannock Narrow Fabrics Co., Shannock, Division of.
13–RC–439	Sheffer Printing Corp., The.
30–RC–176	Shwayder Brothers, Inc.
2–RC–417	Simpro Corp.
16–RC–358	Sinclair Refining Co.
16–RC–375	Sinclair Refining Co.
16–RC–382	Sinclair Refining Co.
13–RC–326	Size Control Co.
1–RC–688	Smith Douglas Co., Inc.
34–RC–47	Smoky Mountain Stage, Inc.
10–RC–189	Southern Bleachery & Print Works, Inc.
5–RC–130	Southern Dairies, Inc.
16–RC–136	Southern Express, Inc.
34–RC–116	Southern Screw Co.
7–RC–434	Square D Co.
13–RC–258	Standard Brass Co.
10–RC–523	Standard Coffee Co.
20–RC–275	Standard Oil Co. of California.
13–RC–668	Standard Process Corp.
17–RC–364	Standard Rendering Co.
14–RC–467	Steel Products Manufacturing Co.
9–RC–212	Steiden Stores, Inc.
18–RC–341	Sterling Dental Laboratory.
1–RC–676	Stowe-Woodward, Inc.
1–RC–316	Strand Leather Goods Co.
16–RC–129	Sun Chemical Corp., Warwick Wax Co., Sub of.
16–RC–277	Sunray Oil Corp.
5–RC–218	Superior Fireplace Co.
3–RC–260	Swift & Co.
6–RC–182	Swift & Co.
9–RC–219	Swift & Co.
10–RC–177	Swift & Co.
10–RC–179	Swift & Co.
10–RC–441	Swift & Co.
10–RC–461	Swift & Co.
10–RC–491	Swift & Co.
13–RC–601	Swift & Co.
18–RC–293	Swift & Co.
18–RC–295	Swift & Co.
20–RC–486	Swift & Co.
21–RC–826	Swift & Co.
30–RC–91	Swift & Co.
32–RC–38	Swift & Co.
34–RC–131	Swift & Co.
35–RC–69	Tell, William Woodcrafters, Inc.
32–RC–118	Terminal Van & Storage Co.
32–RC–124	Terminal Warehouse Co.
16–RC–239	Texas Co., The.
16–RC–295	Texas Co., The.
39–RC–24	Texas, Co., Sales Department, The.
3–RC–134	Thompkins Brothers Co.
2–RC–532	Times Square Stores Corp.
17–RC–324	Topeka Foundry & Iron Works.
1–RC–978	Tower, A. J., Co.
17–RC–279	Traders Gate City National Bank of Kansas City, Mo.
17–RC–249	Transcontinental Bus System Inc. (Sante Fe Trailways Division).
3–RC–51	Transmission Bearing Co.
13–RC–550	Trumbull Asphalt Co.
18–RC–259	Twin City Castings Co.
1–RC–546	Underwood Corp.
14–RC–335	Underwood Corp.
5–RC–310	Union Abattoir, Inc.
21–RC–273	Union Carbide & Carbon Corp.
14–RC–464	United Tool & Manufacturing Co.

19–RC–249	Urban-Smythe & Warren Co.
10–RC–439	United States Pipe & Foundry Co.
10–RC–332	United States Rubber Co., Winnsboro Mills.
31–RC–31	United States Standard Products Co.
17–RC–427	Vendo Co., The.
21–RC–403	Ventura Tool Co.
21–RC–471	Ventura Tool Co.
21–RC–198	Ventura Manufacturing & Implement Co.
10–RC–109	Victor Chemical Works.
17–RC–194	Viking Manufacturing Co.
10–RC–390	Ward Baking Manufacturing Co.
3–RC–225	Ward La France Truck Corp.
1–RC–470	Warren Textile & Machinery Supply Co.
2–RC–515	Washington Moulding Co., Inc.
34–RC–57	Waters, M. G., Lumber Co.
14–RC–355	Waxide Paper Co. & Wrapper Corp. of America, Inc.
13–RC–675	Weatherhead Co., The.
36–RC–221	Weiner, J., & Co.
8–RC–290	Weldon Tool Co., The.
17–RC–280	Wesseling, Jordan Shoe Co., The.
21–RC–497	Western Arc Welding, Inc.
2–RC–1112	Western Biscuit Co., Inc.
14–RC–402	Western Supplies Co.
6–RC–208	West Hickory Tanning Co.
1–RC–442	Westinghouse Electric Corp.
1–RC–447	Westinghouse Electric Corp.
4–RC–104	Westinghouse Electric Corp.
9–RC–370	Westinghouse Electric Corp.
20–RC–352	Westinghouse Electric Corp.
20–RC–353	Westinghouse Electric Corp.
32–RC–97	Westinghouse Electric Corp.
39–RC–30	Westinghouse Electric Corp.
13–RC–297	Westinghouse Electric Corp., Sturtevant, Division of.
1–RC–467	Westinghouse Electric Supply Co.
2–RC–863	Westinghouse Electric Supply Co.
6–RC–244	Westinghouse Electric Supply Co.
6–RC–267	Westinghouse Electric Supply Co.
7–RC–418	Westinghouse Electric Supply Co.
8–RC–286	Westinghouse Electric Supply Co.
9–RC–197	Westinghouse Electric Supply Co.
14–RC–594	Westinghouse Electric Supply Co.
17–RC–331	Westinghouse Electric Supply Co.
1–RC–773	Westinghouse Radio Stations, Inc. (WBZ, WBZ–FM.)
6–RC–370	Westinghouse Radio Stations, Inc.
13–RC–267	Westinghouse Radio Stations, Inc., Radio Station WOWO and WOWO–FM.
36–RC–255	Westinghouse Radio Station KEX.
6–RC–357	West Penn Power Co.
14–RC–462	West St. Louis Tool & Machine Co.
16–RC–155	Wheatley, Frank, Pump & Valve Manufacturer.
31–RC–35	White, David Co.
13–RC–449	Whitehall Pharmacal Co.
3–RC–149	White Motor Co., The.
18–RC–274	White River Timber Co.
4–RC–173	Wilkening Manufacturing Co.
9–RC–237	Williamsburg Chair Factory, Inc.
5–RC–162	Williams Co., Inc., The.
15–RC–133	Wilson & Co.
16–RC–212	Wilson & Co.
10–RC–341	Wilson & Co., Inc.
10–RC–386	Wilson & Co., Inc.
7–RC–261	Wilson Foundry & Machine Co.
5–RC–203	Wilson Packing Co.
15–RC–194	Winch Lift Trailer Co.
7–RC–324	Wohlert Corp.
1–RC–691	Wolsey, K. V., Co., Inc.
5–RC–223	Wood, T. W., & Sons.
13–RC–434	Woolworth, F. W., Co.
20–RC–254	Woolworth, F. W., Co., Store No. 1515.
21–RC–679	Woolworth, F. W., Co.
21–RC–718	XLNT Spanish Food Co.
5–RC–239	Yale & Towne Mfg. Co.
5–RC–267	Yale & Towne Mfg. Co.
5–RC–282	York Optical Co., Inc.
37–RC–21	Young, Alexander, Estate, Ltd.
37–RC–22	Young, Von Hamm, Co. Ltd., The.
13–RC–211	Zenith Radio Corp.

3. LMRA—RM cases

5–RM–18	Afro American Co., of Baltimore City.
16–RM–11	Armour & Co.
10–RM–19	Armour & Co., an Illinois Corp.
16–RM–9	Armour & Co., a Maine Corp.
16–RM–10	Armour & Co., Ratliff Pure Foods Products Plant.
20–RM–37	Carithers, W. R., & Sons, Inc.
3–RM–20	Chatillon, John, & Sons.
3–RM–32	Comstock Canning Corp.
9–RM–32	General Cigar Co., Inc.
20–RM–23	Globe Wireless, Ltd.
13–RM–35	Hamilton Manufacturing Co.
1–RM–39	Hoague-Sprague Corp.
35–RM–13	Hook Drugs, Inc.
5–RM–17	Hooper, F. X., Co., Inc.
7–RM–8	Howard Industries, Inc.
37–RM–1	Hygrade Electric Co., Ltd.
35–RM–16	Indianapolis Newspapers, Inc.
9–RM–20	International Nickel Co., Inc.
18–RM–44	Kingston, Russell L.
20–RM–14	Kress, S. H., & Co.
5–RM–20	Simpson & Doeller Co., The.
16–RM–7	Sunray Oil Corp.
2–RM–50	Times Square Stores Corp.
18–RM–35	Woodmark Industries, Inc.
13–RM–40	Woolworth, F. W., Co., No. 312.

4. LMRA—RD cases

6–RD–8	Cameron Manufacturing Corp.
34–RD–12	Cone Mills Corp.
10–RD–25	Fairbanks Co., The.
7–RD–10	General Motors Corp.
2–RD–48	Great Atlantic & Pacific Tea Co., The.
1–RD–22	Schlitz Distributing Co. of Massachusetts.
1–RD–33	Whitten, J. O., Co.
3–RD–21	Wizard Plow Co.

C. *Cases dismissed on the basis of the record*

1. NLRA—R cases

5–R–3042	American Viscose Corp.
6–R–1693	Baldwin Locomotive Works, The Standard Steel Works Division.
10–R–1734	Dixie Shirt Co., Inc.
1–R–3897	Electric Boat Co.
16–R–2390	Fehr Baking Co.
16–R–2238	Gulf Oil Corp.
2–R–7772	Hancock, John, Mutual Life Insurance Co.
6–R–1840	McBride Glass Co., The, James A. McBride, d/b/a.
18–R–1922	Marine Iron & Shipbuilding Co.
1–R–3834	New Bedford Cotton Manufacturing Association.
21–R–3925	North American Aviation, Inc.
17–R–1852	Pittsburgh Corning Corp.
20–R–2296	Poultry Producers of Central California.
16–R–2257	Pure Oil Co.'s Smith's Bluff Refinery.

2. LMRA—RC cases

7–RC–164	Acme Fast Freight
21–RC–536	Advance Welding Works.
19–RC–2	Alaska Salmon Industry, Inc.
19–RC–94	Alaska Salmon Industry, Inc.
19–RC–115	Alaska Salmon Industry, Inc.
20–RC–288	Alaska Steamship Co.
21–RC–230	American Bus Lines, Inc.
3–RC–164	American Laundry Machinery Co.
13–RC–362	American Relay & Controls, Inc.
16–RC–79	American Republics Corp.
21–RC–220	American Smelting & Refining Co.
21–RC–262	American Smelting & Refining Co., Hayden Operation.
1–RC–848	American Tube Works, Inc.
5–RC–224	American Viscose Corp.
9–RC–347	American Viscose Corp.
14–RC–0497	Anderson Laundry.
13–RC–408	Armour & Co.
21–RC–583	Armour & Co.
35–RC–89	Armour & Co.
21–RC–350	Arrow Rock Co.
2–RC–336	Astor Packing Co.
13–RC–373	Automatic Electric Co.
9–RC–127	Baldwin Co., The.
1–RC–793	Bangor Auto Body Shop.
15–RC–94	Barnett Optical Corp.
10–RC–532	Bell, S. D., Dental Manufacturing Co., Inc.
2–RC–973	Bloomingdale Bros., Inc.
21–RC–496	Blue Diamond Corp.
2–RC–859	Bonwit-Teller, Inc.
2–RC–461	Boorum & Pease Co
8–RC–415	Borden Co., The Borden Cheese Division, The.
1–RC–205	Boston Consolidated Gas Co.
17–RC–294	Brandeis, J. L., & Sons.
21–RC–588	Broadway Department Stores, Inc.
16–RC–172	Brown Express, H. P. Brown, d/b/a.
21–RC–666	Burnett & Burnett.
20–RC–234	Cabilan Iron & Machine Co.
21–RC–401	Castle Dome Copper Co., Inc.
3–RC–50	Carborundum Co.
4–RC–13	Carborundum Co., The.
14–RC–13	Carter Carburetor Corp.
10–RC–393	Celanese Corp. of America.
5–RC–154	Chesapeake & Potomac Telephone Co. of Virginia.
9–RC–395	Cincinnati Industries, Inc.
21–RC–85	Clarksburg Paper Co.
2–RC–136	Cloth Lane Appliance Corp.
20–RC–66	Coast Pacific Lumber Co.
19–RC–59	Columbia Packing Co.
21–RC–617	Columbia Pictures Corp.
9–RC–121	Columbus Air Conditioning Corp.
21–RC–103	Consolidated Vultee Aircraft Corp.
10–RC–15	Cordele Sash, Door & Lumber Co.
1–RC–297	Cornell Dubilier Electric Corp., The.
33–RC–50	Creamland Dairies, Inc.
14–RC–287	Cupples-Hess Corp., Paper Cup Division.
18–RC–142	Dahl, Howard, WKBH, Inc.
3–RC–52	Danahy-Faxon Stores, Inc.
9–RC–109	Dearing, C. T., Printing Co.
9–RC–332	Decker Clothers, Inc.
14–RC–493	Decorators, Inc.
7–RC–115	Detroit Canvas Manufacturers Association.
39–RC–23	D'Hanis Brick & Tile Co.
13–RC–483	Dirilyte Co. of America, Inc.
8–RC–77	Dobecemun Co., The.
20–RC–219	Dodge San Leandro Plant.
16–RC–76	Dorris, Clayton Co., Inc.
21–RC–226	Douglass Aircraft Co., Inc.
16–RC–9	Dow Chemical Co., The
2–RC–177	Dumont, Allen B., Laboratories, Inc.
10–RC–543	Eberhart-Conway Co.
9–RC–380	Electric Auto Lite Co., Die Casting.
1–RC–215	Elliott, W. H., & Sons Co.
1–RC–855	Empire Furniture Manufacturing Co., The.
15–RC–38	Ethyl Corp. Tetraethel, Lead & Sodium Plant.
13–RC–313	Field, Marshall, & Co.
15–RC–48	Firestone Tire & Rubber Co.
21–RC–51	Fisher Body Co.

8–RC–134	Ford Motor Car Co.
21–RC–190	Ford Motor Co., Maywood Plant.
17–RC–80	G. & D. Radiator Service.
14–RC–603	General Conveyor & Manufacturing Co.
13–RC–594	General Mills, Inc.
7–RC–46	General Motors Corp., Chevrolet & Forge Division.
21–RC–57	General Motors Corp.
13–RC–403	General Time Instruments Corp.
21–RC–472	Golden Krust Bakery, Voltz, Virgil V., d/b/a.
1–RC–544	Grand Union, The.
18–RC–99	Griffin Wheel Co.
7–RC–74	Grinnell Brothers.
34–RC–100	Guilford Dairy.
15–RC–95	Gulf States Optical Laboratories.
21–RC–459	Hanawalt Brothers.
36–RC–159	Harbor Plywood Corp. of Oregon.
32–RC–98	Hardin's Bakeries Management Corp.
1–RC–390	Harris Baking Co.
21–RC–542	Hartman Concrete Materials Co.
10–RC–156	Hartsville Manufacturing Co.
2–RC–73	Hearst Consolidated Publications, Inc.
19–RC–263	Hearst Publishing Co.
15–RC–96	Hennessey Optical Jobbers.
9–RC–294	Herold & Sons, Inc.
1–RC–392	Hollingsworth & Whitney Paper Co.
35–RC–171	Indianapolis Times Publishing Co.
19–RC–116	Inland Empire Paper Co.
15–RC–88	International Paper Co.
21–RC–389	International Paper Co.
2–RC–946	Irvington Varnish & Insulator Co.
17–RC–204	Kansas-Nebraska Natural Gas Co., Inc.
1–RC–323	Kelley, O. G., Co., Oliver G. Kelley, d/b/a.
7–RC–532	King Brooks, Inc.
10–RC–206	Knoxville Sandgravel Material Co.
18–RC–163	Knudsen Bros. Ship Building & Dry Dock Co.
14–RC–299	Laclede Gas Light Co. (Station "A").
10–RC–379	Lamar-Rankin Co., Wholesale Drugs.
17–RC–267	Lebanon Laundry & Dry Cleaners.
21–RC–379	Lee, Thomas S., Enterprises, Inc., Broadcasting System.
14–RC–465	Lewis Brothers, Bakeries, Inc.
8–RC–91	Libby-Owens-Ford Glass Co.
8–RC–346	Line Material Co.
5–RC–129	Lynchburg Gas Co.
34–RC–23	McKelvie Machine Co.
21–RC–351	Manning Brothers Rock & Sand Co., Inc.
13–RC–12	Manz Corp.
10–RC–531	Martin Brothers
7–RC–168	Mastick, Inc.
14–RC–434	May Department Stores Co., Famous Barr Co., d/b/a.
21–RC–233	Merchants Fire Dispatch.
14–RC–70	Mepham, George S., Corp.
10–RC–539	Miller Concrete Pipe Co.
14–RC–31	Monsanto Chemical Co.
14–RC–86	Monsanto Chemical Co.
14–RC–441	Monsanto Chemical Co.
14–RC–451	Monsanto Chemical Co.
19–RC–46	Monsanto Chemical Co.
17–RC–312	Montgomery Ward & Co.
18–RC–95	Montgomery Ward & Co.
21–RC–448	Motor Replacement Co
14–RC–212	Multiplex Faucet Co.
10–RC–168	Munro-Van Helms Co., Inc.
10–RC–810	Namm's, Inc.
8–RC–186	National Carbon Co., Inc.
9–RC–410	National Distilleries Products Corp., The
20–RC–80	National Lead Co.
14–RC–213	National Machine Co.
1–RC–166	National Tool Co.
19–RC–133	New England Fish Co.
1–RC–700	New England Forestry Service, Inc.
1–RC–946	New England Tree Experts Associates, Inc.
15–RC–106	Nola Optical Co.
5–RC–110	Nolde Bros., Inc.
18–RC–96	Northwest Paper Co.
10–RC–373	Okeelanta Sugar Cooperative.

16–RC–265	Oklahoma Publishing Co.
16–RC–327	Oklahoma Transportation.
14–RC–64	Olin Industries, Inc., Western Cartridge Division.
3–RC–112	O'Rourke Baking Co., Inc.
31–RC–18	Outboard Marine & Manufacturing Co., Evinrude Motors Division.
8–RC–6	Owens Corning Fiberglass Corp.
8–RC–358	Owens-Corning Fiberglass Corp.
20–RC–298	Pacific Grape Products Co.
20–RC–304	Pacific Slope Lumber Co.
10–RC–185	Pan-American Optical Co.
1–RC–722	Pappas, C. Co., Inc.
9–RC–264	Peal Manufacturing Co.
35–RC–109	Penn Coal Co., Inc.
9–RC–98	Pepsi Cola Concentrate Co.
15–RC–7	Permanente Metals Corp.
21–RC–614	Phelps-Dodge Corp.
5–RC–28	Phillip Morris Tobacco Co., Inc.
6–RC–14	Pittsburgh Railways Co., W. D. George & Thomas Fitzgerald.
10–RC–309	Pizitz Dry Goods Co.
17–RC–285	Platte-Clay Electric Cooperative.
20–RC–2	Poultry Producers of Central California.
13–RC–270	Progressive Cleaners & Dyers, Inc.
2–RC–627	Prudential Insurance Co. of America, The.
30–RC–59	Purity Creamery.
10–RC–530	Ray Lyon Co., Inc.
1–RC–363	Reading Preserving Co.
20–RC–300	Red Star Industrial Service.
8–RC–108	Renner, George J. Brewing Co. The, Burkhardt Brewing Co.
3–RC–186	Republic Steel Corp.
9–RC–361	Reynolds Metals Co.
14–RC–11	Rice-Stix Dry Goods Co.
9–RC–139	Richter Transfer Co.
15–RC–98	Riggs Optical Co.
1–RC–733	Roberts, F. L. & Co., Inc.
13–RC–471	Roper, George D., Corp.
14–RC–132	Rub R Engraving Co.
2–RC–58	Sacks Barlow Foundry Co.
21–RC–654	Salinas Valley Vegetable Exchange.
1–RC–230	Sargeant & Co.
19–RC–217	Savage Lumber Co.
8–RC–96	Schaeffer Body, Inc.
21–RC–362	Schenley Distillers Corp.
39–RC–26	Schlumberger Well Surveying Co.
30–RC–82	Screw Machine Products Co.
9–RC–299	Seagram, Joseph E. & Sons, Inc.
20–RC–96	Shell Chemical Corp. (Shell Point Plant).
21–RC–199	Shell Chemical Corp.
21–RC–172	Shell Oil Co.
18–RC–115	Shiely, J. L., Co.
34–RC–115	Skyline Cooperative Dairies.
13–RC–409	Slaby's, Mrs. Noodle Co.
2–RC–624	Sloane, W. & J.
16–RC–325	Smith, Charles Nash Co.
20–RC–61	Sound Lumber Co.
39–RC–45	Southern Co., The.
10–RC–247	Southern Paperboard Corp.
13–RC–435	Sparton Teleoptic Co.
35–RC–183	Spickelmier Co. &/or Builders Sand & Gravel Co.
5–RC–27	Sta-Kleen Bakery, Inc.
10–RC–238	Standard-Coosa-Thatcher Co. (Thatcher Mill).
7–RC–9	Standard Oil Co.
9–RC–408	Standard Register Co., The.
16–RC–108	Stanolind Oil & Gas Process Research Section.
2–RC–909	Stern Bros.
21–RC–320	Sun Photo Co.
21–RC–671	Swoape Truck & Crane Service.
10–RC–141	Tampa Sand & Material Co., Inc.
13–RC–106	Teletype Corp.
8–RC–100	Telling Belle Vernon Co.
5–RC–197	Thalhimer Brothers, Inc.
19–RC–105	Tingling & Powell & Electric Constructors, Inc.
8–RC–276	Tinnerman Products, Inc.
13–RC–29	Tucker Corp.
21–RC–246	United Concrete Pipe Corp.

7–RC–457	U. S. Gypsum Corp.
1–RC–178	United States Time Corp.
38–RC–26	WORA, Radio Station.
10–RC–149	Ward Baking Co.
21–RC–428	Warner Printing Co.
2–RC–246	Washburn Wire Co.
5–RC–151	Welding Shipyards, Inc.
5–RC–89	Westbrook Enterprise.
21–RC–87	West Coast Rendering & Fertilizer Co.
8–RC–110	Westinghouse Electric Corp.
10–RC–481	Whiteway Pure Milk Co.
18–RC–175	Wilson & Co.
7–RC–357	Wilson Foundry & Machine Co.
8–RC–158	Wilson Transit Co.
30–RC–34	Winter-Weiss Co.
20–RC–58	Winton Lumber Co.

3. LMRA—RM cases—Union-Shop Authorization Cases

19–RM–2	Alaska Salmon Industry, Inc.
3–RM–34	Bailey Slipper Shop, Inc.
1–RM–12	Brockton Wholesale Grocery Co.
16–RM–13	Deep Rock Oil Corp.
36–RM–26	Haleston Drug Stores.
21–RM–84	Hartman Concrete Materials Co.
14–RM–4	Lake Tankers Corp.
21–RM–34	Marsh, Murray B., Co., Inc.
10–RM–15	Merrill-Stevens Dry Dock & Repair Co.
18–RM–22	Retail Employee Relations Commission.
35–RM–10	Retail Merchants Associations of Terre Haute, Ind.
10–RM–16	Standard-Coosa-Thatcher Co.
18–RM–25	Wawina Co-Op. Society.
2–RM–77	York Motor Express Co.

4. LMRA—RD cases

17–RD–5	Boeing Airplane Co., Wichita Division.
30–RD–6	Bussard Taxi & Bus Service.
9–RD–34	Conlon Baking Co.
10–RD–32	Crane Co.
10–RD–41	Griffin Hosiery Mills, Inc.
2–RD–36	Industrial Venetian Blind Co.
15–RD–15	Ingalls Shipbuilding Corp.
9–RD–38	Knight, Maurice A., Sons Co.
4–RD–21	Marine Fabricators, Inc.
14–RD–5	Merchants Refrigerating Co.
17–RD–4	Midland Building Co.
21–RD–25	Paramount Shoulder Pad Co.
21–RD–64	Richfield Oil Corp.
18–RD–10	St. Paul Brass Foundry Co.
15–RD–14	Swanson Hosiery Mills, Inc.

III. Union-Shop Authorization Cases

A. *Cases in which elections were directed*

18–UA–108	Furniture Firms of Duluth.
9–UA–791	Godman, H. C., Co., The
9–UA–792	Godman, H. C., Co.
19–UA–1767	Gold Medal Dairies.
35–UA–3	Indianapolis Water Co.
17–UA–598	Middle States Utilities Co. of Missouri.
18–UA–227	Northland Greyhound Lines, Inc.

19–UA–582	St. Paul & Tacoma Lumber Co.
19–UA–1654	Suburban Transportation System.
20–UA–43	Utah Wholesale Grocery Co.
2–UA–3661	Western Electric Co., Inc.

B. *Cases decided on the basis of stipulated elections*

10–UA–134	American Bakeries Co.
7–UA–432	American Forging & Socket Co.
7–UA–1070	Ampco Twist Drill Corp.
13–UA–1804	Bear-Stewart Co.
20–UA–1403	California Association of Employers Marin County Council, et al.
16–UA–252	Gaso Pump & Burner.
4–UA–600	General Electric Supply Corp.
5–UA–453	General Electric Supply Corp.
5–UA–931	General Electric Supply Corp.
8–UA–772	General Electric Supply Corp.
16–UA–351	General Electric Supply Corp.
7–UA–1389	General Foundry & Manufacturing Co.
20–UA–1795	Golden Eagle Milling Co.
20–UA–1047	Grass Valley Lumber Co.
13–UA–869	Illinois Bell Telephone Co.
13–UA–1199	Illinois Bell Telephone Co.
13–UA–1537	Illinois Bell Telephone Co.
13–UA–1171	Illinois Iron & Bolt Co.
17–UA–1252	Interstate Transit Lines and Interstate Transit Lines, Inc.
9–UA–1010	Magnavox Co. of Kentucky, The.
14–UA–1815	Marquette Cement Manufacturing Co.
6–UA–366	National Carbon Co., Inc.
18–UA–1322	National Tea Co.
16–UA–248	Orbit Valve Co.
13–UA–2371	Pure Oil Co.
13–UA–2372	Pure Oil Co.
1–UA–1982	Reardon, John & Sons, Co.
13–UA–2429	Rock Island Broadcasting Co.
1–UA–2219	Rockwood Sprinkler Co.
19–UA–504	Seattle Times Co., The.
20–UA–1687	Sonoma County Beverage Truck Operators.
20–UA–1670	Sonoma County Beer Truck Operators.
35–UA–356	Suppiger, G. S., Co.
9–UA–916	Swift & Co.
36–UA–1466	Swift & Co.
36–UA–1467	Swift & Co.
36–UA–1468	Swift & Co.
16–UA–245	Twentieth Century Manufacturing & Supply Co.
1–UA–2774	Westinghouse Electric Corp.
1–UA–2908	Westinghouse Electric Corp.
4–UA–1066	Westinghouse Electric Corp.
4–UA–1148	Westinghouse Electric Corp.
6–UA–551	Westinghouse Electric Corp.
8–UA–1664	Westinghouse Electric Corp.
9–UA–754	Westinghouse Electric Corp.
9–UA–1196	Westinghouse Electric Corp.
13–UA–2035	Westinghouse Electric Corp.
15–UA–364	Westinghouse Electric Corp.
18–UA–1176	Westinghouse Electric Corp.
4–UA–1431	Westinghouse Electric Supply Co.
9–UA–988	Westinghouse Electrical Supply Co.
14–UA–3009	Westinghouse Electric Supply Co.
8–UA–1671	Westinghouse Electric Supply Co., The
1–UA–2799	Westinghouse Radio Stations, Inc.
4–UA–1020	Westinghouse Radio Stations, Inc.
19–UA–1611	Weyerhaueser Timber Co.
16–UA–277	Wheatley Pump & Valve.
7–UA–1679	Wilson Foundry & Machine Co.
20–UA–1073	Winton Lumber Co.
20–UA–1619	Winton Lumber Co.
20–UA–1637	Woolworth, F. W , Co.

C. Certification of results of elections held by order of regional directors

20–UA–410	Ace Foundry.
18–UA–983	Acme Stone Co
13–UA–911	Aladdin Radio Industries, Inc.
4–UA–927	Allentown Portland Cement Co.
2–UA–3826	Alpha Portland Cement Co.
6–UA–498	Alpha Portland Cement Co.
21–UA–1532	Al's Brake Shop.
36–UA–1111	Aluminum Co. of America.
13–UA–1243	American Brake Shoe Co.
14–UA–1607	American Brake Shoe Co.
14–UA–1961	American Brake Shoe Co.
1–UA–2108	American Optical Co.
1–UA–2109	American Optical Co.
1–UA–2137	American Optical Co.
1–UA–2138	American Optical Co.
1–UA–2139	American Optical Co.
6–UA–453	Anderson Paper & Twine Co.
7–UA–487	Anderson Pattern, Inc.
18–UA–745	Arlington Machine Works, Inc.
9–UA–772	Armour & Co.
18–UA–375	Armour & Co.
18–UA–960	Armour & Co.
31–UA–409	Armour & Co.
5–UA–521	Armour Fertilizer Works.
19–UA–141	Associated Industries, Inc.
7–UA–935	Bassett Foundry Co.
8–UA–877	Bellows Products, Inc.
18–UA–984	Berg & Farnham Co.
18–UA–985	Berg, Oscar, Cement Building Block Co.
1–UA–1677	Berkshire Street Railway Co.
14–UA–1583	Beyers Lumber Co.
8–UA–1534	Bliss, E. W. Co.
19–UA–1211	Bluebird Van & Delivery.
19–UA–978	Brooks Lumber Co.
7–UA–1002	Budd Co., The.
38–UA–69	Bull Insular Line, Inc.
14–UA–1634	Burt Coal Co., Inc.
14–UA–1676	Busch-Sulzer Brothers Diesel Engine Co.
14–UA–1791	Busch-Sulzer Diesel Engine Co.
20–UA–1099	California Research Corp.
21–UA–701	California Viking Co.
4–UA–501	Cann, Wm. N., Inc.
1–UA–2018	Cape Pond Ice Co.
9–UA–595	Carrollton Furniture Manufacturing Co.
14–UA–567	Carr-Trombley Manufacturing Co.
36–UA–1018	Carter Rice Co. of Oregon.
5–UA–432	Celanese Corp. of America.
18–UA–986	Century Sand & Gravel Co.
36–UA–1011	Central Supply Co.
21–UA–1055	Central Warehouse.
7–UA–769	Champion Spark Plug Co.
6–UA–409	Chicago Pneumatic Tool Co.
7–UA–843	Chicago Pneumatic Tool Co.
4–UA–639	Christensen, Wm., Co., Inc.
37–UA–11	Coca Cola Bottling Co. of Honolulu, Ltd.
37–UA–12	Coca Cola Bottling Co. of Honolulu, Ltd.
18–UA–1074	Cohodas Brothers Co.
18–UA–1075	Cohodas Phillip Co.
4–UA–521	Coplay Cement Manufacturing Co.
21–UA–722	Dairy Industry Industrial Relations Association.
37–UA–16	Dairymen's Association, Ltd.
13–UA–1047	Deere & Co.
30–UA–358	Denver Tramway Corp.
36–UA–400	Downey & Mulkey Logging Co.
17–UA–893	Douglas Candy Co.
18–UA–728	Dunham-Scott Co.
36–UA–735	Dunmire, George W., Inc.
36–UA–729	Dunmire, Ray Motor Co.
20–UA–1021	East Side Lumber Co.
8–UA–900	Edison Building.
18–UA–988	Eide & Swanson Brothers Co.
19–UA–1217	Eland & Stewart Motor Freight.
8–UA–994	Electric Auto-Lite Co.
8–UA–369	Employees' Transit Lines, Inc.
13–UA–1170	Fairbanks Morse Co.
16–UA–323	Fairmont Foods Co.
1–UA–2007	Felt Process Co.
19–UA–725	Firestone Stores, Inc.
14–UA–1423	Five Counties Lumber Corp.
7–UA–1103	Flex O Tube Co.
19–UA–1102	Flour Feed & Cereal Employers' Association.
7–UA–877	Ford Motor Co.
1–UA–2130	Fort Wharf Ice Co.

21–UA–1585	Foster & Kleiser Outdoor Advertising Co.
6–UA–408	Frick Co.
20–UA–1141	Fruit Growers Supply Co.
16–UA–219	Fry, Lloyd A., Roofing Co.
4–UA–945	Fuller Co.
18–UA–967	Gamble Robinson Co.
9–UA–669	General Box Co.
14–UA–1408	General Chemical.
20–UA–1120	General Chemical Co.
19–UA–1218	General Delivery.
21–UA–1272	General Electric Appliances, Inc.
1–UA–1445	General Motors Corp.
19–UA–597	G. M. C. Truck & Coach Division.
8–UA–1146	General Tire & Rubber Co., The.
13–UA–1536	Gettle, Homer R.
1–UA–1679	Gilchrist Co.
2–UA–3397	Glens Falls Portland Cement Co.
1–UA–2131	Gloucester Ice & Cold Storage Co.
10–UA–109	Gold Tex Fabrics Corp.
9–UA–576	Goodrich, B. F., Chemical Co.
13–UA–1493	Goodrich, B. F., Co.
14–UA–1457	Goodrich, B. F., Tire Store.
14–UA–1458	Goodyear Tire & Rubber Co.
19–UA–1220	Grand Coulee Motor Freight.
36–UA–1197	Great Lakes Carbon Corp.
15–UA–285	Greyhound Corp.
9–UA–396	Greyhound Terminal of Cincinnati, Inc.
18–UA–1126	Griggs Cooper Co.
21–UA–1086	Groves' Bakery.
9–UA–279	Gruen National Watch Case Co.
8–UA–758	Gulf Refining Co., The.
9–UA–689	Gulf Refining Co.
21–UA–773	Hall Scott Motor Car Co.
6–UA–510	Hanley Co.
6–UA–511	Hanley Co.
36–UA–734	Hartke Motors.
31–UA–192	Hasco Valve & Machine Co.
37–UA–6	Hawaiian Electric Co., Ltd., The.
18–UA–990	Hedberg Friedheim Co., Inc.
19–UA–1219	Helphrey Motor Freight.
4–UA–492	Hercules Cement Corp.
4–UA–819	Hill, C. V., and Co., Inc.
36–UA–934	Hitchman, E. R.
8–UA–903	Home Bank Building Co.
37–UA–14	Honolulu Rapid Transit Co., Ltd.
36–UA–739	Hubach & Parkinson Motors.
7–UA–1193	Hudson Motor Car Co.
19–UA–1216	Hunnicutt, Inc.
13–UA–1282	Illinois Greyhound Lines, Inc.
18–UA–991	Industrial Aggregate Co.
31–UA–351	Inland Container Corp.
19–UA–880	Inland Empire Refineries, Inc.
19–UA–1214	Inland Transfer Service.
8–UA–564	International Harvester Co.
9–UA–805	International Harvester Co.
13–UA–734	International Harvester Co.
13–UA–744	International Harvester Co.
13–UA–1261	International Harvester Co.
13–UA–1280	International Harvester Co.
16–UA–231	International Harvester Co.
19–UA–498	International Harvester Co.
19–UA–530	International Harvester Co.
19–UA–920	International Harvester Co.
21–UA–1547	International Harvester Co.
36–UA–669	International Harvester.
2–UA–3696	International-Plainfield Motor Co.
14–UA–1529	Jackes-Evans Manufacturing Co.
36–UA–731	Jarman's.
4–UA–796	Johns-Manville Corp.
20–UA–1407	Johns-Manville Products Corp.
33–UA–24	Johnson, Charles Eneu & Co.
7–UA–691	Kawneer Co.
7–UA–1001	Kelsey Hayes Wheel Co.
7–UA–1124	Kelsey Hayes Wheel Co.
9–UA–696	Kentucky Independent Packing Co.
13–UA–1202	Keystone Steel & Wire Co.
18–UA–939	King, H. H., Flour Mills Co.
10–UA–39	King, T. C., Pipe Co.
7–UA–486	Lakey Foundry & Machine Co.
14–UA–1425	Larkin Packer Co.
18–UA–992	Landers, Norblom & Christenson Co.
4–UA–780	Lawrence Hose Co.
1–UA–1484	Lawrence Portland Cement Co.

4–UA–364	Lehigh Portland Cement Co.
4–UA–672	Lehigh Portland Cement Co.
9–UA–660	Lexington Railway System, Inc.
18–UA–993	Lindahl, A. E., Sand & Gravel Co.
3–UA–503	Linde Air Products Co.
21–UA–647	Lloyd Corp., Ltd.
21–UA–1522	Long Beach Oil Development Co.
19–UA–1213	McCarroll Transfer.
36–UA–737	McDaniel Motors, Inc.
21–UA–48	McKeon Canning Co., Inc.
2–UA–3856	Mach Manufacturing Corp.
13–UA–1262	Mack-International Motor Truck Corp.
19–UA–596	Mack International Motor Truck Corp.
2–UA–3857	Mack Manufacturing Corp., General Service Division.
31–UA–280	Madison Gas & Electric Co.
14–UA–1441	Marblehead Lime Co.
14–UA–1548	Marblehead Lime Co.
37–UA–15	Maui Electric Co., Ltd.
37–UA–4	Maui Publishing Co., Ltd.
8–UA–735	Midland Steamship Co.
36–UA–738	Miller Motors.
18–UA–994	Minneapolis Builders Supply Co.
18–UA–995	Minnesota Sand & Gravel Co.
7–UA–488	Monarch Pattern & Engineering Co.
19–UA–700	Montana Flour Mills.
19–UA–961	Montgomery Ward & Co.
21–UA–1482	Montgomery Ward & Co.
36–UA–1211	Multnomah Trunk & Bag Co.
7–UA–484	Muskeogon Pattern Works.
5–UA–371	Myers, Henry B., Co., The.
6–UA–407	National Lead Co.
14–UA–554	National Oats Co.
38–UA–70	New York & Porto Rico Steamship Co.
8–UA–902	Nicholas Building Co.
3–UA–571	Niles, Shepard, Crane & Hoist Corp.
14–UA–1245	Norberg Manufacturing Co.
14–UA–1426	Nordberg Manufacturing Co.
19–UA–73	Northwest Greyhound Lines.
19–UA–702	Northwest Supply Co.
8–UA–904	Ohio Bank Building.
19–UA–1212	Okanogan Valley Motor Freight.
36–UA–733	Oregon City Motor Co.
36–UA–763	Oregon Lumber Co.
36–UA–764	Oregon Lumber Co.
37–UA–3	Pacific Frontier Broadcasting Co., Ltd., Radio Station Kula (KULA).
9–UA–428	Paducah Bus Co.
1–UA–1968	Pantex Manufacturing Corp.
8–UA–680	Park Drop Forge Co., The.
8–UA–1075	Park Drop Forge Co., The.
21–UA–1099	Peter Pan Bakery.
17–UA–663	Phillips Petroleum Co.
9–UA–769	Pierson Hollowell Co., Inc.
13–UA–1574	Pioneer Tool & Engineering Co.
19–UA–501	Polaris Mining Co.
36–UA–1180	Portland Gas & Coke Co.
21–UA–1180	Probert Mfg. Co.
36–UA–889	Radio Station KFLW
36–UA–890	Radio Station KFJI
18–UA–1028	Ready Mix Concrete Co.
2–UA–3948	Remington Optical Corp.
1–UA–1666	Retail Fuel Institute.
35–UA–467	Reynolds Gas Regulator Co.
8–UA–905	Richardson Building, Fifty Associates Co., The.
21–UA–1452	Richfield Oil.
21–UA–1674	Richfield Oil Corp.
18–UA–996	Richfield Yard, Inc.
19–UA–1003	Riverview Manufacturing Co.
21–UA–1416	Robert Manufacturing Co.
18–UA–997	Roberts Oscar Co.
3–UA–765	Rochester Box & Lumber Co., Inc.
10–UA–88	Rock Hill Printing & Finishing Co.
21–UA–638	Rohr Aircraft Corp.
18–UA–870	Rose Bros. Lumber & Supply Co., Inc.
4–UA–638	Rote, A. B., Co.
14–UA–1466	Rupps Plumbing & Heating Co.
31–UA–338	Safeway Steel Products, Inc.
30–UA–477	Safeway Stores, Inc.
7–UA–568	Saginaw Foundries Co.
14–UA–1209	St. Louis Hotel Supply Co.
19–UA–644	Savage & Nixon Time Service.
19–UA–1259	Seattle Luggage Corp.
8–UA–901	Security Building.
20–UA–125	Shell Chemical Corp.

20–UA–1252	Shell Chemical Corp.
14–UA–1186	Shell Co.
14–UA–1164	Shell Oil Co.
20–UA–1458	Shell Oil Co., Inc.
14–UA–1461	Shell Oil Co., Inc.
14–UA–1462	Shell Oil Co., Inc.
7–UA–489	Simplicity Pattern Co., Inc.
7–UA–504	Simplicity Pattern Co., Inc.
7–UA–977	Simplicity Pattern Co., Inc.
8–UA–950	Sinclair Refining Co.
19–UA–1253	Skyway Luggage Co.
8–UA–948	Socony-Vacuum Oil Co., Inc.
13–UA–1544	Socony Vacuum Oil Co.
16–UA–342	Southwestern Supply & Machine Works.
8–UA–906	Spitzer Building Co., The.
1–UA–1866	Stackpole, W. A., Trans.
10–UA–82	Standard-Coosa Thatcher Co.
19–UA–712	Standard Brands, Inc.
7–UA–904	Stearns Manufacturing Co.
36–UA–728	Stout Motor Co.
14–UA–1485	Strecker Transfer Co.
18–UA–759	Superior Lidgerwood Mundy Corp.
18–UA–927	Superior Lidgerwood Mundy Corp.
19–UA–713	Sweet Brothers, Inc.
13–UA–1522	Taylor Engineering Co., The.
13–UA–1474	Texas Co., The.
14–UA–1190	Texas Co. Terminal.
19–UA–1005	The Fruits Labor Relations Committee, Inc.
1–UA–2001	Thurston Manufacturing Co.
19–UA–744	Time Oil Co.
7–UA–862	Timken Detroit Axle Co., The.
8–UA–907	Toledo Medical Building Co., The.
21–UA–1464	Twenty Century-Fox Film Corp.
18–UA–1027	Twin City Ready Mix Co.
7–UA–433	Tyler Fixture Corp.
2–UA–3848	U. S. Rubber Co.
18–UA–766	U. S. Rubber Co.
14–UA–1601	U. S. Smelting Furnace Co.
2–UA–3498	Universal Atlas Cement Co.
4–UA–618	Universal Atlas Cement Co.
7–UA–448	Universal Products Co., Inc.
19–UA–1060	Utility Trailer Co.
7–UA–485	Victory Pattern Shop.
21–UA–700	Viking Automatic Sprinkler.
19–UA–1215	Washington Auto Freight.
36–UA–732	Weiler Motors.
36–UA–746	Western Newspaper Union.
1–UA–2882	Westinghouse Electric Corp.
4–UA–738	Westinghouse Electric Corp.
19–UA–315	West Waterway Lumber Co.
36–UA–114	Weyerhaeuser Timber Co.
4–UA–677	Whitehall Cement Manufacturing Co.
21–UA–927	White Distributing Co.
3–UA–639	WIBX, Inc.
4–UA–363	Williamsport Textile Corp.
36–UA–779	Williamette Valley Lumber Co.
36–UA–520	Wilson's Grocery & Market.
1–UA–1946	Winsted Hosiery Co.
6–UA–406	Woods, T. B., Sons Co.
18–UA–998	Wunder Klein Donohue Co.
36–UA–790	York Corp.
36–UA–1025	Zellerbach Paper Co.

APPENDIX E

TEXT OF THE LABOR MANAGEMENT RELATIONS ACT, 1947

LABOR MANAGEMENT RELATIONS ACT, 1947

AN ACT

To amend the National Labor Relations Act, to provide additional facilities for the mediation of labor disputes affecting commerce, to equalize legal responsibilities of labor organizations and employers, and for other purposes.

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

SHORT TITLE AND DECLARATION OF POLICY

SECTION 1. (a) This Act may be cited as the "Labor Management Relations Act, 1947".

(b) Industrial strife which interferes with the normal flow of commerce and with the full production of articles and commodities for commerce, can be avoided or substantially minimized if employers, employees, and labor organizations each recognize under law one another's legitimate rights in their relations with each other, and above all recognize under law that neither party has any right in its relations with any other to engage in acts or practices which jeopardize the public health, safety, or interest.

It is the purpose and policy of this Act, in order to promote the full flow of commerce, to prescribe the legitimate rights of both employees and employers in their relations affecting commerce, to provide orderly and peaceful procedures for preventing the interference by either with the legitimate rights of the other, to protect the rights of individual employees in their relations with labor organizations whose activities affect commerce, to define and proscribe practices on the part of labor and management which affect commerce and are inimical to the general welfare, and to protect the rights of the public in connection with labor disputes affecting commerce.

TITLE I—AMENDMENT OF NATIONAL LABOR RELATIONS ACT

SEC. 101. The National Labor Relations Act is hereby amended to read as follows:

"FINDINGS AND POLICIES

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

856215—50——18

goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

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

"Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

"Experience has further demonstrated that certain practices by some labor organizations, their officers, and members have the intent or the necessary effect of burdening or obstructing commerce by preventing the free flow of goods in such commerce through strikes and other forms of industrial unrest or through concerted activities which impair the interest of the public in the free flow of such commerce. The elimination of such practices is a necessary condition to the assurance of the rights herein guaranteed.

"It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and 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, labor organizations, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.

"(2) The term 'employer' includes any person acting as an agent of an employer, directly or indirectly, but shall not include the United States or any wholly owned Government corporation, or any Federal Reserve Bank, or any State or political subdivision thereof, or any corporation or association operating a hospital, if no part of the net earnings inures to the benefit of any private shareholder or individual, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

"(3) The term 'employee' shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act

explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse, or any individual having the status of an independent contractor, or any individual employed as a supervisor, or any individual employed by an employer subject to the Railway Labor Act, as amended from time to time, or by any other person who is not an employer as herein defined.

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

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

"(6) The term 'commerce' means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

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

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

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

"(10) The term 'National Labor Relations Board' means the National Labor Relations Board provided for in section 3 of this Act.

"(11) The term 'supervisor' means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

"(12) The term 'professional employee' means—

"(a) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance;

(iii) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

"(b) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (a), and (ii) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a).

"(13) In determining whether any person is acting as an 'agent' of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling.

"NATIONAL LABOR RELATIONS BOARD

"SEC. 3. (a) The National Labor Relations Board (hereinafter called the 'Board') created by this Act prior to its amendment by the Labor Management Relations Act, 1947, is hereby continued as an agency of the United States, except that the Board shall consist of five instead of three members, appointed by the President by and with the advice and consent of the Senate. Of the two additional members so provided for, one shall be appointed for a term of five years and the other for a term of two years. Their successors, and the successors of the other members, shall be appointed for terms of five years each, excepting that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as Chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

"(b) The Board is authorized to delegate to any group of three or more members any or all of the powers which it may itself exercise. A vacancy in the Board shall not impair the right of the remaining members to exercise all of the powers of the Board, and three members of the Board shall, at all times, constitute a quorum of the Board, except that two members shall constitute a quorum of any group designated pursuant to the first sentence hereof. The Board shall have an official seal which shall be judicially noticed.

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

"(d) There shall be a General Counsel of the Board who shall be appointed by the President, by and with the advice and consent of the Senate, for a term of four years. The General Counsel of the Board shall exercise general supervision over all attorneys employed by the Board (other than trial examiners and legal assistants to Board

members) and over the officers and employees in the regional offices. He shall have final authority, on behalf of the Board, in respect of the investigation of charges and issuance of complaints under section 10, and in respect of the prosecution of such complaints before the Board, and shall have such other duties as the Board may prescribe or as may be provided by law.

"SEC. 4. (a) Each member of the Board and the General Counsel of the Board shall receive a salary of $12,000 a year, shall be eligible for reappointment, and shall not engage in any other business, vocation, or employment. The Board shall appoint an executive secretary, and such attorneys, examiners, and regional directors, and such other employees as it may from time to time find necessary for the proper performance of its duties. .The Board may not employ any attorneys for the purpose of reviewing transcripts of hearings or preparing drafts of opinions except that any attorney employed for assignment as a legal assistant to any Board member may for such Board member review such transcripts and prepare such drafts. No trial examiner's report shall be reviewed, either before or after its publication, by any person other than a member of the Board or his legal assistant, and no trial examiner shall advise or consult with the Board with respect to exceptions taken to his findings, rulings, or recommendations. The Board may establish or utilize such regional, local, or other agencies, and utilize such voluntary and uncompensated services, as may from time to time be needed. Attorneys appointed under this section may, at the direction of the Board, appear for and represent the Board in any case in court. Nothing in this Act shall be construed to authorize the Board to appoint individuals for the purpose of conciliation or mediation, or for economic analysis.

"(b) 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. The Board shall have authority from time to time to make, amend, and rescind, in the manner prescribed by the Administrative Procedure Act, such rules and regulations as may be necessary to carry out the provisions of this Act.

"RIGHTS OF EMPLOYEES

"SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected

by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).

"UNFAIR LABOR PRACTICES

"SEC. 8. (a) It shall be an unfair labor practice for an employer—

"(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;

"(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 6, 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 any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in section 8 (a) of this Act as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in section 9 (a), in the appropriate collective-bargaining unit covered by such agreement when made; and (ii) if, following the most recent election held as provided in section 9 (e) the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement: *Provided further*, That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (B) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

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

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

"(b) It shall be an unfair labor practice for a labor organization or its agents—

"(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7: *Provided*, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;

"(2) to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a) (3), or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

"(3) to refuse to bargain collectively with an employer, provided it is the representative of his employees subject to the provisions of section 9 (a);

"(4) to engage in, or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is: (A) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person; (B) forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9; (C) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 9; (D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work: *Provided*, That nothing contained in this subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this Act;

"(5) to require of employees covered by an agreement authorized under subsection (a) (3) the payment, as a condition precedent to becoming a member of such organization, of a fee in an amount which the Board finds excessive or discriminatory under all the circumstances. In making such a finding, the Board shall consider, among other relevant factors, the practices and customs of labor organizations in the particular industry, and the wages currently paid to the employees affected; and

"(6) to cause or attempt to cause an employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed.

"(c) The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

"(d) For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession: *Provided*, That where there is in effect a collective-bargaining contract covering employees in an industry affecting commerce, the duty to bargain collectively shall also mean that no party to such contract shall terminate or modify such contract, unless the party desiring such termination or modification—

"(1) serves a written notice upon the other party to the contract of the proposed termination or modification sixty days prior to the expiration date thereof, or in the event such contract contains no expiration date, sixty days prior to the time it is proposed to make such termination or modification;

"(2) offers to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications;

"(3) notifies the Federal Mediation and Conciliation Service within thirty days after such notice of the existence of a dispute, and simultaneously therewith notifies any State or Territorial agency established to mediate and conciliate disputes within the State or Territory where the dispute occurred, provided no agreement has been reached by that time; and

"(4) continues in full force and effect, without resorting to strike or lock-out, all the terms and conditions of the existing contract for a period of sixty days after such notice is given or until the expiration date of such contract, whichever occurs later: The duties imposed upon employers, employees, and labor organizations by paragraphs (2), (3), and (4) shall become inapplicable upon an intervening certification of the Board, under which the labor organization or individual, which is a party to the contract, has been superseded as or ceased to be the representative of the employees subject to the provisions of section 9 (a), and the duties so imposed shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract. Any employee who engages in a strike within the sixty-day period specified in this subsection shall lose his status as an employee of the employer engaged in the particular labor dispute, for the purposes of sections 8, 9, and 10 of this Act, as amended, but such loss of status for such employee shall terminate if and when he is reemployed by such employer.

"REPRESENTATIVES AND ELECTIONS

"SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive 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 and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: *Provided further*, That the bargaining representative has been given opportunity to be present at such adjustment.

"(b) The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: *Provided*, That the Board shall not (1) decide that any unit is appropriate for such purposes if such unit includes both professional employees and employees who are not professional employees unless a majority of such professional employees vote for inclusion in such unit; or (2) decide that any craft unit is inappropriate for such purposes on the ground that a different unit has been established by a prior Board determination, unless a majority of the employees in the proposed craft unit vote against separate representation or (3) decide that any unit is appropriate for such purposes if it includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises; but no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards.

"(c) (1) Whenever a petition shall have been filed, in accordance with such regulations as may be prescribed by the Board—

> "(A) by an employee or group of employees or any individual or labor organization acting in their behalf alleging that a substantial number of employees (i) wish to be represented for collective bargaining and that their employer declines to recognize their representative as the representative defined in section 9 (a), or (ii) assert that the individual or labor organization, which has been certified or is being currently recognized by their employer as the bargaining representative, is no longer a representative as defined in section 9 (a); or
>
> "(B) by an employer, alleging that one or more individuals or labor organizations have presented to him a claim to be recognized as the representative defined in section 9 (a);

the Board shall investigate such petition and if it has reasonable cause to believe that a question of representation affecting commerce exists shall provide for an appropriate hearing upon due notice. Such hearing may be conducted by an officer or employee of the regional office, who shall not make any recommendations with respect thereto.

If the Board finds upon the record of such hearing that such a question of representation exists, it shall direct an election by secret ballot and shall certify the results thereof.

"(2) In determining whether or not a question of representation affecting commerce exists, the same regulations and rules of decision shall apply irrespective of the identity of the persons filing the petition or the kind of relief sought and in no case shall the Board deny a labor organization a place on the ballot by reason of an order with respect to such labor organization or its predecessor not issued in conformity with section 10 (c).

"(3) No election shall be directed in any bargaining unit or any subdivision within which, in the preceding twelve-month period, a valid election shall have been held. Employees on strike who are not entitled to reinstatement shall not be eligible to vote. In any election where none of the choices on the ballot receives a majority, a run-off shall be conducted, the ballot providing for a selection between the two choices receiving the largest and second largest number of valid votes cast in the election.

"(4) Nothing in this section shall be construed to prohibit the waiving of hearings by stipulation for the purpose of a consent election in conformity with regulations and rules of decision of the Board.

"(5) In determining whether a unit is appropriate for the purposes specified in subsection (b) the extent to which the employees have organized shall not be controlling.

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

"(e) (1) Upon the filing with the Board by a labor organization, which is the representative of employees as provided in section 9 (a), of a petition alleging that 30 per centum or more of the employees within a unit claimed to be appropriate for such purposes desire to authorize such labor organization to make an agreement with the employer of such employees requiring membership in such labor organization as a condition of employment in such unit, upon an appropriate showing thereof the Board shall, if no question of representation exists, take a secret ballot of such employees, and shall certify the results thereof to such labor organization and to the employer.

"(2) Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and a labor organization made pursuant to section 8 (a) (3) (ii), of a petition alleging they desire that such authority be rescinded, the Board shall take a secret ballot of the employees in such unit, and shall certify the results thereof to such labor organization and to the employer.

"(3) No election shall be conducted pursuant to this subsection in any bargaining unit or any subdivision within which, in the preceding twelve-month period, a valid election shall have been held.

"(f) No investigation shall be made by the Board of any question affecting commerce concerning the representation of employees, raised by a labor organization under subsection (c) of this section, no petition under section 9 (e) (1) shall be entertained, and no complaint shall be issued pursuant to a charge made by a labor organization under subsection (b) of section 10, unless such labor organization and any national or international labor organization of which such labor organization is an affiliate or constituent unit (A) shall have prior thereto filed with the Secretary of Labor copies of its constitution and bylaws and a report, in such form as the Secretary may prescribe, showing—

"(1) the name of such labor organization and the address of its principal place of business;

"(2) the names, titles, and compensation and allowances of its three principal officers and of any of its other officers or agents whose aggregate compensation and allowances for the preceding year exceeded $5,000, and the amount of the compensation and allowances paid to each such officer or agent during such year;

"(3) the manner in which the officers and agents referred to in clause (2) were elected, appointed, or otherwise selected;

"(4) the initiation fee or fees which new members are required to pay on becoming members of such labor organization;

"(5) the regular dues or fees which members are required to pay in order to remain members in good standing of such labor organization;

"(6) a detailed statement of, or reference to provisions of its constitution and bylaws showing the procedure followed with respect to, (a) qualification for or restrictions on membership, (b) election of officers and stewards, (c) calling of regular and special meetings, (d) levying of assessments, (e) imposition of fines, (f) authorization for bargaining demands, (g) ratification of contract terms, (h) authorization for strikes, (i) authorization for disbursement of union funds, (j) audit of union financial transactions, (k) participation in insurance or other benefit plans, and (l) expulsion of members and the grounds therefor;

and (B) can show that prior thereto it has—

"(1) filed with the Secretary of Labor, in such form as the Secretary may prescribe, a report showing all of (a) its receipts of any kind and the sources of such receipts, (b) its total assets and liabilities as of the end of its last fiscal year, (c) the disbursements made by it during such fiscal year, including the purposes for which made; and

"(2) furnished to all of the members of such labor organization copies of the financial report required by paragraph (1) hereof to be filed with the Secretary of Labor.

"(g) It shall be the obligation of all labor organizations to file annually with the Secretary of Labor, in such form as the Secretary of Labor may prescribe, reports bringing up to date the information required to be supplied in the initial filing by subsection (f) (A) of this section, and to file with the Secretary of Labor and furnish to its members annually financial reports in the form and manner prescribed in subsection (f) (B). No labor organization shall be eligible for certification under this section as the representative of any employees, no petition under section 9 (e) (1) shall be entertained, and no complaint shall issue under section 10 with respect to a charge filed by

a labor organization unless it can show that it and any national or international labor organization of which it is an affiliate or constituent unit has complied with its obligation under this subsection.

"(h) No investigation shall be made by the Board of any question affecting commerce concerning the representation of employees, raised by a labor organization under subsection (c) of this section, no petition under section 9 (e) (1) shall be entertained, and no complaint shall be issued pursuant to a charge made by a labor organization under subsection (b) of section 10, unless there is on file with the Board an affidavit executed contemporaneously or within the preceding twelve-month period by each officer of such labor organization and the officers of any national or international labor organization of which it is an affiliate or constituent unit that he is not a member of the Communist Party or affiliated with such party, and that he does not believe in, and is not a member of or supports any organization that believes in or teaches, the overthrow of the United States Government by force or by any illegal or unconstitutional methods. The provisions of section 35 A of the Criminal Code shall be applicable in respect to such affidavits.

"PREVENTION OF UNFAIR LABOR PRACTICES

"SEC. 10. (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 8) affecting commerce. This power shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, law, or otherwise: *Provided*, That the Board is empowered by agreement with any agency of any State or Territory to cede to such agency jurisdiction over any cases in any industry (other than mining, manufacturing, communications, and transportation except where predominantly local in character) even though such cases may involve labor disputes affecting commerce, unless the provision of the State or Territorial statute applicable to the determination of such cases by such agency is inconsistent with the corresponding provision of this Act or has received a construction inconsistent therewith.

"(b) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency, at a place therein fixed, not less than five days after the serving of said complaint: *Provided*, That no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made, unless the person aggrieved thereby was prevented from filing such charge by reason of service in the armed forces, in which event the six-month period shall be computed from the day of his discharge. Any such complaint may be amended by the member, agent, or agency conducting the hearing or the Board in its discretion at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear

in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member, agent, or agency conducting the hearing or the Board, any other person may be allowed to intervene in the said proceeding and to present testimony. Any such proceeding shall, so far as practicable, be conducted in accordance with the rules of evidence applicable in the district courts of the United States under the rules of civil procedure for the district courts of the United States, adopted by the Supreme Court of the United States pursuant to the Act of June 19, 1934 (U. S. C., title 28, secs. 723–B, 723–C).

"(c) The testimony taken by such member, agent, or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided*, That where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him: *And provided further*, That in determining whether a complaint shall issue alleging a violation of section 8 (a) (1) or section 8 (a) (2), and in deciding such cases, the same regulations and rules of decision shall apply irrespective of whether or not the labor organization affected is affiliated with a labor organization national or international in scope. Such order may further require such person to make reports from time to time showing the extent to which it has complied with the order. If upon the preponderance of the testimony taken the Board shall not be of the opinion that the person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint. No order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause. In case the evidence is presented before a member of the Board, or before an examiner or examiners thereof, such member, or such examiner or examiners, as the case may be, shall issue and cause to be served on the parties to the proceeding a proposed report, together with a recommended order, which shall be filed with the Board, and if no exceptions are filed within twenty days after service thereof upon such parties, or within such further period as the Board may authorize, such recommended order shall become the order of the Board and become effective as therein prescribed.

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

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

"(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any circuit court of appeals of the United States in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the United States Court of Appeals for the District of Columbia, by filing in such court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved

party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered, and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; the findings of the Board with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall in like manner be conclusive.

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

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

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

"(j) The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any district court of the United States (including the Distrct Court of the United States for the District of Columbia), within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

"(k) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (D) of section 8 (b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen, unless, within ten days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon methods for the voluntary adjustment of, the dispute. Upon compliance by the parties to the dispute with the decision of the Board or upon such voluntary adjustment of the dispute, such charge shall be dismissed.

"(l) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (A), (B), or (C) of section 8 (b), the preliminary investigation of such charge shall be made forthwith and given priority over all other cases except cases of like character in the office where it is filed or to which it is referred. If, after such investigation, the officer or regional attorney to whom the matter may be referred has reasonable cause to believe

such charge is true and that a complaint should issue, he shall, on behalf of the Board, petition any district court of the United States (including the District Court of the United States for the District of Columbia) within any district where the unfair labor practice in question has occurred, is alleged to have occurred, or wherein such person resides or transacts business, for appropriate injunctive relief pending the final adjudication of the Board with respect to such matter. Upon the filing of any such petition the district court shall have jurisdiction to grant such injunctive relief or temporary restraining order as it deems just and proper, notwithstanding any other provision of law: *Provided further*, That no temporary restraining order shall be issued without notice unless a petition alleges that substantial and irreparable injury to the charging party will be unavoidable and such temporary restraining order shall be effective for no longer than five days and will become void at the expiration of such period. Upon filing of any such petition the courts shall cause notice thereof to be served upon any person involved in the charge and such person, including the charging party, shall be given an opportunity to appear by counsel and present any relevant testimony: *Provided further*, That for the purposes of this subsection district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in promoting or protecting the interests of employee members. The service of legal process upon such officer or agent shall constitute service upon the labor organization and make such organization a party to the suit. In situations where such relief is appropriate the procedure specified herein shall apply to charges with respect to section 8 (b) (4) (D).

"INVESTIGATORY POWERS

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

"(1) The Board, or its duly authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. The Board, or any member thereof, shall upon application of any party to such proceedings, forthwith issue to such party subpenas requiring the attendance and testimony of witnesses or the production of any evidence in such proceeding or investigation requested in such application. Within five days after the service of a subpena on any person requiring the production of any evidence in his possession or under his control, such person may petition the Board to revoke, and the Board shall revoke, such subpena if in its opinion the evidence whose production is required does not relate to any matter under investigation, or any matter in question in such proceedings, or if in its opinion such subpena does not describe with sufficient particularity the evidence whose production is required. Any member of the Board, or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence. Such attendance of witnesses and the production of such evidence may be required from any place in the United States or any

Territory or possession thereof, at any designated place of hearing.

"(2) In case of contumacy or refusal to obey a subpena issued to any person, any district court of the United States or the United States courts of any Territory or possession, or the District Court of the United States for the District of Columbia, within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contumacy or refusal to obey is found or resides or transacts business, upon application by the Board shall have jurisdiction to issue to such person an order requiring such person to appear before the Board, 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 subpena of the Board, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

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

diminish in any way the right to strike, or to affect the limitations or qualifications on that right.

"SEC. 14. (a) Nothing herein shall prohibit any individual employed as a supervisor from becoming or remaining a member of a labor organization, but no employer subject to this Act shall be compelled to deem individuals defined herein as supervisors as employees for the purpose of any law, either national or local, relating to collective bargaining.

"(b) Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

"SEC. 15. Wherever the application of the provisions of section 272 of chapter 10 of the Act entitled 'An Act to establish a uniform system of bankruptcy throughout the United States', approved July 1, 1898, and Acts amendatory thereof and supplementary thereto (U. S. C., title 11, sec. 672), conflicts with the application of the provisions of this Act, this Act shall prevail: *Provided*, That in any situation where the provisions of this Act cannot be validly enforced, the provisions of such other Acts shall remain in full force and effect.

"SEC. 16. If any provision of this Act, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this Act, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

"SEC. 17. This Act may be cited as the 'National Labor Relations Act'."

EFFECTIVE DATE OF CERTAIN CHANGES

SEC. 102. No provision of this title shall be deemed to make an unfair labor practice any act which was performed prior to the date of the enactment of this Act which did not constitute an unfair labor practice prior thereto, and the provisions of section 8 (a) (3) and section 8 (b) (2) of the National Labor Relations Act as amended by this title shall not make an unfair labor practice the performance of any obligation under a collective-bargaining agreement entered into prior to the date of the enactment of this Act, or (in the case of an agreement for a period of not more than one year) entered into on or after such date of enactment, but prior to the effective date of this title, if the performance of such obligation would not have constituted an unfair labor practice under section 8 (3) of the National Labor Relations Act prior to the effective date of this title, unless such agreement was renewed or extended subsequent thereto.

SEC. 103. No provisions of this title shall affect any certification of representatives or any determination as to the appropriate collective-bargaining unit, which was made under section 9 of the National Labor Relations Act prior to the effective date of this title until one year after the date of such certification or if, in respect of any such certification, a collective-bargaining contract was entered into prior to the effective date of this title, until the end of the contract period or until one year after such date, whichever first occurs.

SEC. 104. The amendments made by this title shall take effect sixty days after the date of the enactment of this Act, except that the

authority of the President to appoint certain officers conferred upon him by section 3 of the National Labor Relations Act as amended by this title may be exercised forthwith.

TITLE II—CONCILIATION OF LABOR DISPUTES IN INDUSTRIES AFFECTING COMMERCE; NATIONAL EMERGENCIES

SEC. 201. That it is the policy of the United States that—

(a) sound and stable industrial peace and the advancement of the general welfare, health, and safety of the Nation and of the best interests of employers and employees can most satisfactorily be secured by the settlement of issues between employers and employees through the processes of conference and collective bargaining between employers and the representatives of their employees;

(b) the settlement of issues between employers and employees through collective bargaining may be advanced by making available full and adequate governmental facilities for conciliation, mediation, and voluntary arbitration to aid and encourage employers and the representatives of their employees to reach and maintain agreements concerning rates of pay, hours, and working conditions, and to make all reasonable efforts to settle their differences by mutual agreement reached through conferences and collective bargaining or by such methods as may be provided for in any applicable agreement for the settlement of disputes; and

(c) certain controversies which arise between parties to collective-bargaining agreements may be avoided or minimized by making available full and adequate governmental facilities for furnishing assistance to employers and the representatives of their employees in formulating for inclusion within such agreements provision for adequate notice of any proposed changes in the terms of such agreements, for the final adjustment of grievances or questions regarding the application or interpretation of such agreements, and other provisions designed to prevent the subsequent arising of such controversies.

SEC. 202. (a) There is hereby created an independent agency to be known as the Federal Mediation and Conciliation Service (herein referred to as the "Service", except that for sixty days after the date of the enactment of this Act such term shall refer to the Conciliation Service of the Department of Labor). The Service shall be under the direction of a Federal Mediation and Conciliation Director (hereinafter referred to as the "Director"), who shall be appointed by the President by and with the advice and consent of the Senate. The Director shall receive compensation at the rate of $12,000 per annum. The Director shall not engage in any other business, vocation, or employment.

(b) The Director is authorized, subject to the civil-service laws, to appoint such clerical and other personnel as may be necessary for the execution of the functions of the Service, and shall fix their compensation in accordance with the Classification Act of 1923, as amended, and may, without regard to the provisions of the civil-service laws and the Classification Act of 1923, as amended, appoint and fix the compensation of such conciliators and mediators as may be necessary to carry

out the functions of the Service. The Director is authorized to make such expenditures for supplies, facilities, and services as he deems necessary. Such expenditures shall be allowed and paid upon presentation of itemized vouchers therefor approved by the Director or by any employee designated by him for that purpose.

(c) The principal office of the Service shall be in the District of Columbia, but the Director may establish regional offices convenient to localities in which labor controversies are likely to arise. The Director may by order, subject to revocation at any time, delegate any authority and discretion conferred upon him by this Act to any regional director, or other officer or employee of the Service. The Director may establish suitable procedures for cooperation with State and local mediation agencies. The Director shall make an annual report in writing to Congress at the end of the fiscal year.

(d) All mediation and conciliation functions of the Secretary of Labor or the United States Conciliation Service under section 8 of the Act entitled "An Act to create a Department of Labor", approved March 4, 1913 (U. S. C., title 29, sec. 51), and all functions of the United States Conciliation Service under any other law are hereby transferred to the Federal Mediation and Conciliation Service, together with the personnel and records of the United States Conciliation Service. Such transfer shall take effect upon the sixtieth day after the date of enactment of this Act. Such transfer shall not affect any proceedings pending before the United States Conciliation Service or any certification, order, rule, or regulation theretofore made by it or by the Secretary of Labor. The Director and the Service shall not be subject in any way to the jurisdiction or authority of the Secretary of Labor or any official or division of the Department of Labor.

FUNCTIONS OF THE SERVICE

SEC. 203. (a) It shall be the duty of the Service, in order to prevent or minimize interruptions of the free flow of commerce growing out of labor disputes, to assist parties to labor disputes in industries affecting commerce to settle such disputes through conciliation and mediation.

(b) The Service may proffer its services in any labor dispute in any industry affecting commerce, either upon its own motion or upon the request of one or more of the parties to the dispute, whenever in its judgment such dispute threatens to cause a substantial interruption of commerce. The Director and the Service are directed to avoid attempting to mediate disputes which would have only a minor effect on interstate commerce if State or other conciliation services are available to the parties. Whenever the Service does proffer its services in any dispute, it shall be the duty of the Service promptly to put itself in communication with the parties and to use its best efforts, by mediation and conciliation, to bring them to agreement.

(c) If the Director is not able to bring the parties to agreement by conciliation within a reasonable time, he shall seek to induce the parties voluntarily to seek other means of settling the dispute without resort to strike, lock-out, or other coercion, including submission to the employees in the bargaining unit of the employer's last offer of settlement for approval or rejection in a secret ballot. The failure or refusal of either party to agree to any procedure suggested by the Director

shall not be deemed a violation of any duty or obligation imposed by this Act.

(d) Final adjustment by a method agreed upon by the parties is hereby declared to be the desirable method for settlement of grievance disputes arising over the application or interpretation of an existing collective-bargaining agreement. The Service is directed to make its conciliation and mediation services available in the settlement of such grievance disputes only as a last resort and in exceptional cases.

SEC. 204. (a) In order to prevent or minimize interruptions of the free flow of commerce growing out of labor disputes, employers and employees and their representatives, in any industry affecting commerce, shall—

(1) exert every reasonable effort to make and maintain agreements concerning rates of pay, hours, and working conditions, including provision for adequate notice of any proposed change in the terms of such agreements;

(2) whenever a dispute arises over the terms or application of a collective-bargaining agreement and a conference is requested by a party or prospective party thereto, arrange promptly for such a conference to be held and endeavor in such conference to settle such dispute expeditiously; and

(3) in case such dispute is not settled by conference, participate fully and promptly in such meetings as may be undertaken by the Service under this Act for the purpose of aiding in a settlement of the dispute.

SEC. 205. (a) There is hereby created a National Labor-Management Panel which shall be composed of twelve members appointed by the President, six of whom shall be selected from among persons outstanding in the field of management and six of whom shall be selected from among persons outstanding in the field of labor. Each member shall hold office for a term of three years, except that any member appointed to fill a vacancy occurring prior to the expiration of the term for which his predecessor was appointed shall be appointed for the remainder of such term, and the terms of office of the members first taking office shall expire, as designated by the President at the time of appointment, four at the end of the first year, four at the end of the second year, and four at the end of the third year after the date of appointment. Members of the panel, when serving on business of the panel, shall be paid compensation at the rate of $25 per day, and shall also be entitled to receive an allowance for actual and necessary travel and subsistence expenses while so serving away from their places of residence.

(b) It shall be the duty of the panel, at the request of the Director, to advise in the avoidance of industrial controversies and the manner in which mediation and voluntary adjustment shall be administered, particularly with reference to controversies affecting the general welfare of the country.

NATIONAL EMERGENCIES

SEC. 206. Whenever in the opinion of the President of the United States, a threatened or actual strike or lock-out affecting an entire industry or a substantial part thereof engaged in trade, commerce, transportation, transmission, or communication among the several States or with foreign nations, or engaged in the production of goods

for commerce, will, if permitted to occur or to continue, imperil the national health or safety, he may appoint a board of inquiry to inquire into the issues involved in the dispute and to make a written report to him within such time as he shall prescribe. Such report shall include a statement of the facts with respect to the dispute, including each party's statement of its position but shall not contain any recommendations. The President shall file a copy of such report with the Service and shall make its contents available to the public.

SEC. 207. (a) A board of inquiry shall be composed of a chairman and such other members as the President shall determine, and shall have power to sit and act in any place within the United States and to conduct such hearings either in public or in private, as it may deem necessary or proper, to ascertain the facts with respect to the causes and circumstances of the dispute.

(b) Members of a board of inquiry shall receive compensation at the rate of $50 for each day actually spent by them in the work of the board, together with necessary travel and subsistence expenses.

(c) For the purpose of any hearing or inquiry conducted by any board appointed under this title, the provisions of sections 9 and 10 (relating to the attendance of witnesses and the production of books, papers, and documents) of the Federal Trade Commission Act of September 16, 1914, as amended (U. S. C. 19, title 15, secs. 49 and 50, as amended), are hereby made applicable to the powers and duties of such board.

SEC. 208. (a) Upon receiving a report from a board of inquiry the President may direct the Attorney General to petition any district court of the United States having jurisdiction of the parties to enjoin such strike or lock-out or the continuing thereof, and if the court finds that such threatened or actual strike or lock-out—

(i) affects an entire industry or a substantial part thereof engaged in trade, commerce, transportation, transmission, or communication among the several States or with foreign nations, or engaged in the production of goods for commerce; and

(ii) if permitted to occur or to continue, will imperil the national health or safety, it shall have jurisdiction to enjoin any such strike or lock-out, or the continuing thereof, and to make such other orders as may be appropriate.

(b) In any case, the provisions of the Act of March 23, 1932, entitled "An Act to amend the Judicial Code and to define and limit the jurisdiction of courts sitting in equity, and for other purposes", shall not be applicable.

(c) The order or orders of the court shall be subject to review by the appropriate circuit court of appeals and by the Supreme Court upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 29, secs. 346 and 347).

SEC. 209. (a) Whenever a district court has issued an order under section 208 enjoining acts or practices which imperil or threaten to imperil the national health or safety, it shall be the duty of the parties to the labor dispute giving rise to such order to make every effort to adjust and settle their differences, with the assistance of the Service created by this Act. Neither party shall be under any duty to accept, in whole or in part, any proposal of settlement made by the Service.

(b) Upon the issuance of such order, the President shall reconvene

the board of inquiry which has previously reported with respect to the dispute. At the end of a sixty-day period (unless the dispute has been settled by that time), the board of inquiry shall report to the President the current position of the parties and the efforts which have been made for settlement, and shall include a statement by each party of its position and a statement of the employer's last offer of settlement. The President shall make such report available to the public. The National Labor Relations Board, within the succeeding fifteen days, shall take a secret ballot of the employees of each employer involved in the dispute on the question of whether they wish to accept the final offer of settlement made by their employer as stated by him and shall certify the results thereof to the Attorney General within five days thereafter.

SEC. 210. Upon the certification of the results of such ballot or upon a settlement being reached, whichever happens sooner, the Attorney General shall move the court to discharge the injunction, which motion shall then be granted and the injunction discharged. When such motion is granted, the President shall submit to the Congress a full and comprehensive report of the proceedings, including the findings of the board of inquiry and the ballot taken by the National Labor Relations Board, together with such recommendations as he may see fit to make for consideration and appropriate action.

COMPILATION OF COLLECTIVE BARGAINING AGREEMENTS, ETC.

SEC. 211. (a) For the guidance and information of interested representatives of employers, employees, and the general public, the Bureau of Labor Statistics of the Department of Labor shall maintain a file of copies of all available collective bargaining agreements and other available agreements and actions thereunder settling or adjusting labor disputes. Such file shall be open to inspection under appropriate conditions prescribed by the Secretary of Labor, except that no specific information submitted in confidence shall be disclosed.

(b) The Bureau of Labor Statistics in the Department of Labor is authorized to furnish upon request of the Service, or employers, employees, or their representatives, all available data and factual information which may aid in the settlement of any labor dispute, except that no specific information submitted in confidence shall be disclosed.

EXEMPTION OF RAILWAY LABOR ACT

SEC. 212. The provisions of this title shall not be applicable with respect to any matter which is subject to the provisions of the Railway Labor Act, as amended from time to time.

TITLE III

SUITS BY AND AGAINST LABOR ORGANIZATIONS

SEC. 301. (a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties.

(b) Any labor organization which represents employees in an industry affecting commerce as defined in this Act and any employer whose activities affect commerce as defined in this Act shall be bound by the acts of its agents. Any such labor organization may sue or be sued as an entity and in behalf of the employees whom it represents in the courts of the United States. Any money judgment against a labor organization in a district court of the United States shall be enforceable only against the organization as an entity and against its assets, and shall not be enforceable against any individual member or his assets.

(c) For the purposes of actions and proceedings by or against labor organizations in the district courts of the United States, district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in representing or acting for employee members.

(d) The service of summons, subpena, or other legal process of any court of the United States upon an officer or agent of a labor organization, in his capacity as such, shall constitute service upon the labor organization.

(e) For the purposes of this section, in determining whether any person is acting as an "agent" of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling.

RESTRICTIONS ON PAYMENTS TO EMPLOYEE REPRESENTATIVES

SEC. 302. (a) It shall be unlawful for any employer to pay or deliver, or to agree to pay or deliver, any money or other thing of value to any representative of any of his employees who are employed in an industry affecting commerce.

(b) It shall be unlawful for any representative of any employees who are employed in an industry affecting commerce to receive or accept, or to agree to receive or accept, from the employer of such employees any money or other thing of value.

(c) The provisions of this section shall not be applicable (1) with respect to any money or other thing of value payable by an employer to any representative who is an employee or former employee of such employer, as compensation for, or by reason of, his services as an employee of such employer; (2) with respect to the payment or delivery of any money or other thing of value in satisfaction of a judgment of any court or a decision or award of an arbitrator or impartial chairman or in compromise, adjustment, settlement or release of any claim, complaint, grievance, or dispute in the absence of fraud or duress; (3) with respect to the sale or purchase of an article or commodity at the prevailing market price in the regular course of business; (4) with respect to money deducted from the wages of employees in payment of membership dues in a labor organization: *Provided*, That the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner; or (5) with respect to money or other thing of value paid to a trust

fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of the employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities.

(d) Any person who willfully violates any of the provisions of this section shall, upon conviction thereof, be guilty of a misdemeanor and be subject to a fine of not more than $10,000 or to imprisonment for not more than one year, or both.

(e) The district courts of the United States and the United States courts of the Territories and possessions shall have jurisdiction, for cause shown, and subject to the provisions of section 17 (relating to notice to opposite party) of the Act entitled "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes", approved October 15, 1914, as amended (U. S. C., title 28, sec. 381), to restrain violations of this section, without regard to the provisions of sections 6 and 20 of such Act of October 15, 1914, as amended (U. S. C., title 15, sec. 17, and title 29, sec. 52), and the provisions of 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., title 29, secs. 101–115).

(f) This section shall not apply to any contract in force on the date of enactment of this Act, until the expiration of such contract, or until July 1, 1948, whichever first occurs.

(g) Compliance with the restrictions contained in subsection (c) (5) (B) upon contributions to trust funds, otherwise lawful, shall not be applicable to contributions to such trust funds established by collective agreement prior to January 1, 1946, nor shall subsection (c) (5) (A) be construed as prohibiting contributions to such trust funds if prior to January 1, 1947, such funds contained provisions for pooled vacation benefits.

BOYCOTTS AND OTHER UNLAWFUL COMBINATIONS

SEC. 303. (a) It shall be unlawful, for the purposes of this section only, in an industry or activity affecting commerce, for any labor organization to engage in, or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is—

(1) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person;

(2) forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9 of the National Labor Relations Act;

(3) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 9 of the National Labor Relations Act;

(4) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class unless such employer is failing to conform to an order or certification of the National Labor Relations Board determining the bargaining representative for employees performing such work. Nothing contained in this subsection shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under the National Labor Relations Act.

(b) Whoever shall be injured in his business or property by reason or any violation of subsection (a) may sue therefor in any district court of the United States subject to the limitations and provisions of section 301 hereof without respect to the amount in controversy, or in any other court having jurisdiction of the parties, and shall recover the damages by him sustained and the cost of the suit.

RESTRICTION ON POLITICAL CONTRIBUTIONS

SEC. 304. Section 313 of the Federal Corrupt Practices Act, 1925 (U. S. C., 1940 edition, title 2, sec. 251; Supp. V, title 50, App., sec. 1509), as amended, 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 or expenditure in connection with any election to any political office, or in connection with any primary election or political convention or caucus held to select candidates for any political office, or for any corporation whatever, or any labor organization to make a contribution or expenditure 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 in connection with any primary election or political convention or caucus held to select candidates for any of the foregoing offices, 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 or expenditure 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 or expenditure 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' 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."

STRIKES BY GOVERNMENT EMPLOYEES

SEC. 305. It shall be unlawful for any individual employed by the United States or any agency thereof including wholly owned Government corporations to participate in any strike. Any individual employed by the United States or by any such agency who strikes shall be discharged immediately from his employment, and shall forfeit his civil service status, if any, and shall not be eligible for reemployment for three years by the United States or any such agency.

TITLE IV

CREATION OF JOINT COMMITTEE TO STUDY AND REPORT ON BASIC PROBLEMS AFFECTING FRIENDLY LABOR RELATIONS AND PRODUCTIVITY

SEC. 401. There is hereby established a joint congressional committee to be known as the Joint Committee on Labor-Management Relations (hereafter referred to as the committee), and to be composed of seven Members of the Senate Committee on Labor and Public Welfare, to be appointed by the President pro tempore of the Senate, and seven Members of the House of Representatives Committee on Education and Labor, to be appointed by the Speaker of the House of Representatives. A vacancy in membership of the committee shall not affect the powers of the remaining members to execute the functions of the committee, and shall be filled in the same manner as the

original selection. The committee shall select a chairman and a vice chairman from among its members.

SEC. 402. The committee, acting as a whole or by subcommittee, shall conduct a thorough study and investigation of the entire field of labor-management relations, including but not limited to—

(1) the means by which permanent friendly cooperation between employers and employees and stability of labor relations may be secured throughout the United States;

(2) the means by which the individual employee may achieve a greater productivity and higher wages, including plans for guaranteed annual wages, incentive profit-sharing and bonus systems;

(3) the internal organization and administration of labor unions, with special attention to the impact on individuals of collective agreements requiring membership in unions as a condition of employment;

(4) the labor relations policies and practices of employers and associations of employers;

(5) the desirability of welfare funds for the benefit of employees and their relation to the social-security system;

(6) the methods and procedures for best carrying out the collective-bargaining processes, with special attention to the effects of industry-wide or regional bargaining upon the national economy;

(7) the administration and operation of existing Federal laws relating to labor relations; and

(8) such other problems and subjects in the field of labor-management relations as the committee deems appropriate.

SEC. 403. The committee shall report to the Senate and the House of Representatives not later than March 15, 1948, the results of its study and investigation, together with such recommendations as to necessary legislation and such other recommendations as it may deem advisable, and shall make its final report not later than January 2, 1949.

SEC. 404. The committee shall have the power, without regard to the civil-service laws and the Classification Act of 1923, as amended, to employ and fix the compensation of such officers, experts, and employees as it deems necessary for the performance of its duties, including consultants who shall receive compensation at a rate not to exceed $35 for each day actually spent by them in the work of the committee, together with their necessary travel and subsistence expenses. The committee is further authorized, with the consent of the head of the department or agency concerned, to utilize the services, information, facilities, and personnel of all agencies in the executive branch of the Government and may request the governments of the several States, representatives of business, industry, finance, and labor, and such other persons, agencies, organizations, and instrumentalities as it deems appropriate to attend its hearings and to give and present information, advice, and recommendations.

SEC. 405. The committee, or any subcommittee thereof, is authorized to hold such hearings; to sit and act at such times and places during the sessions, recesses, and adjourned periods of the Eightieth Congress; to require by subpena or otherwise the attendance of such witnesses and the production of such books, papers, and documents; to administer oaths; to take such testimony; to have such printing and binding

done; and to make such expenditures within the amount appropriated therefor; as it deems advisable. The cost of stenographic services in reporting such hearings shall not be in excess of 25 cents per one hundred words. Subpenas shall be issued under the signature of the chairman or vice chairman of the committee and shall be served by any person designated by them.

SEC. 406. The members of the committee shall be reimbursed for travel, subsistence, and other necessary expenses incurred by them in the performance of the duties vested in the committee, other than expenses in connection with meetings of the committee held in the District of Columbia during such times as the Congress is in session.

SEC. 407. There is hereby authorized to be appropriated the sum of $150,000, or so much thereof as may be necessary, to carry out the provisions of this title, to be disbursed by the Secretary of the Senate on vouchers signed by the chairman.

TITLE V

DEFINITIONS

SEC. 501. When used in this Act—

(1) The term "industry affecting commerce" means any industry or activity in commerce or in which a labor dispute would burden or obstruct commerce or tend to burden or obstruct commerce or the free flow of commerce.

(2) The term "strike" includes any strike or other concerted stoppage of work by employees (including a stoppage by reason of the expiration of a collective-bargaining agreement) and any concerted slow-down or other concerted interruption of operations by employees.

(3) The terms "commerce", "labor disputes", "employer", "employee", "labor organization", "representative", "person", and "supervisor" shall have the same meaning as when used in the National Labor Relations Act as amended by this Act.

SAVING PROVISION

SEC. 502. Nothing in this Act shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this Act be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service, without his consent; nor shall the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee or employees be deemed a strike under this Act.

SEPARABILITY

SEC. 503. 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.

JOSEPH W. MARTIN Jr.
Speaker of the House of Representatives.

A H VANDENBERG.
President of the Senate pro tempore.

IN THE HOUSE OF REPRESENTATIVES, U. S.,
June 20, 1947.

The House of Representatives having proceeded to reconsider the bill (H. R. 3020) entitled "An Act to amend the National Labor Relations Act, to provide additional facilities for the mediation of labor disputes affecting commerce, to equalize legal responsibilities of labor organizations and employers, and for other purposes," returned by the President of the United States with his objections, to the House of Representatives, in which it originated, it was

Resolved, That the said bill pass, two-thirds of the House of Representatives agreeing to pass the same.

Attest: JOHN ANDREWS
Clerk.

I certify that this Act originated in the House of Representatives.
JOHN ANDREWS
Clerk.

IN THE SENATE OF THE UNITED STATES,
June 23 (legislative day, April 21), 1947.

The Senate having proceeded to reconsider the bill (H. R. 3020) "An Act to amend the National Labor Relations Act, to provide additional facilities for the mediation of labor disputes affecting commerce, to equalize legal responsibilities of labor organizations and employers, and for other purposes", returned by the President of the United States with his objections, to the House of Representatives, in which it originated, and passed by the House of Representatives on reconsideration of the same, it was

Resolved, That the said bill pass, two-thirds of the Senate having voted in the affirmative.

Attest: CARL A. LOEFFLER
Secretary.

APPENDIX F

REGIONAL OFFICES

The following listing presents the directing personnel, locations, and territories of the Board's regional offices.

First Region—Boston 8, Mass., 24 School Street. Director, Bernard L. Alpert; chief law officer, Samuel G. Zack.

Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; and Connecticut except Fairfield County.

Second Region—New York 16, N. Y., 2 Park Avenue. Director, Charles T. Douds; chief law officer, Helen Humphrey.

Fairfield County in Connecticut; in New York State, the counties of Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Greene, Kings, Nassau, New York, Orange, Putnam, Queens, Renssalaer, Richmond, Rockland, Saratoga, Schenectady, Suffolk, Sullivan, Ulster, Warren, Washington, and Westchester [for remainder of New York State, see Third Region]; in New Jersey, the counties of Bergen, Essex, Hudson, Passaic, and Union.

Third Region—Buffalo 3, N. Y., 350 Ellicott Square Building, 295 Main Street. Director, Merle D. Vincent, Jr.; chief law officer, John C. McRee.

New York State except those counties included in the Second Region.

Fourth Region—Philadelphia 7, Pa., 1500 Bankers Securities Building. Director, Bennet F. Schauffler; chief law officer, Ramey Donovan.

New Jersey except those counties included in the Second Region; in Pennsylvania, the counties of Adams, Berks, Bradford, Bucks, Carbon, Chester, Columbia, Cumberland, Dauphin, Delaware, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York [for remainder of Pennsylvania, see Sixth Region]; New Castle County in Delaware.

Fifth Region—Baltimore 2, Md., Sixth Floor, 37 Commerce Street. Director, John A. Penello; chief law officer, David Sachs.

Kent and Sussex Counties in Delaware; Maryland; District of Columbia; Virginia; North Carolina; in West Virginia, the counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton [for remainder of West Virginia, see Sixth and Ninth Regions].

Subregional Office No. 34—Nissen Building, Winston-Salem, N. C. Officer in charge, Reed Johnston. North Carolina.

Subregional Office No. 38—P. O. Box 3656, Santurce, P. R. Officer in charge, Salvatore Cosentino. Puerto Rico.

Sixth Region—Pittsburgh 22, Pa., 2107 Clark Building. Director, Henry Shore; chief law officer, W. G. Stuart Sherman.

Pennsylvania except those counties included in the Fourth Region; in West Virginia, the counties of Barbour, Brooke, Doddridge, Hancock, Harrison, Lewis, Marion, Marshall, Monongalia, Ohio, Pocahontas, Preston, Randolph, Taylor, Tucker, Upshur, Webster, and Wetzel.

Seventh Region—Detroit 26, Mich., 1740 National Bank Building. Director, Frank H. Bowen; chief law officer, Harry Casselman.

In Michigan, the counties of Alcona, Allegan, Alpena, Antrim, Arenac, Barry, Bay, Benzie, Berrien, Branch, Calhoun, Cass, Charlevoix, Cheboygan, Clare, Clinton, Crawford, Eaton, Emmet, Genesee, Gladwin, Grand Traverse, Gratiot, Hillsdale, Huron, Ingham, Ionia, Iosco, Isabella, Jackson, Kalamazoo, Kalkaska, Kent, Lake, Lapeer, Leelanau, Lenawee, Livingston, Macomb, Manistee, Mason, Mecosta, Midlane, Missaukee, Monroe, Montcalm, Montmorency, Muskegon, Newaygo, Oakland, Oceana, Oge-

maw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon, Saginaw, St. Clair, St. Joseph, Sanilac, Shiawassee, Tuscola, Van Buren, Washtenaw, Wayne, and Wexford [for remainder of Michigan, see Eighteenth Region].

Eighth Region—Cleveland 14, Ohio, Ninth Chester Building. Director, John A. Hull, Jr.; chief law officer, Philip Fusco.

In Ohio, the counties of Allen, Ashland, Ashtabula, Auglaize, Belmont, Carroll, Champaign, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fulton, Geauga, Guernsey, Hancock, Hardin, Harrison, Henry, Holmes, Huron, Jefferson, Knox, Lake, Licking, Logan, Lorain, Lucas, Mahoning, Marion, Medina, Mercer, Miami, Morrow, Muskingum, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Wayne, Williams, Wood, and Wyandot [for remainder of Ohio, see the Ninth Region.].

Ninth Region—Cincinnati 2, Ohio, Ingalls Building, Fourth and Vine Streets. Director, Jack G. Evans; chief law officer, Allen Sinsheimer.

Kentucky; Ohio except those counties included in the Eighth Region; in West Virginia, the counties not included in the Fifth and Sixth Regions.

Subregional Office No. 35—342 Massachusetts Avenue, Indianapolis 4, Ind. Officer in charge, F. Robert Volger. In Indiana, the counties of Bartholomew, Blackford, Boone, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, Delaware, Dubois, Fayette, Floyd, Franklin, Gibson, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Jackson, Jay, Jefferson, Jennings, Johnson, Knox, Lawrence, Madison, Marion, Martin, Monroe, Montgomery, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Sullivan, Switzerland, Union, Vanderburgh, Vermillion, Vigo, Warrick, Washington, and Wayne [For remainder of Indiana, see Thirteenth Region].

Tenth Region—Atlanta 3, Ga., 50 Whitehall Street, Director, Paul L. Styles; chief law officer, T. Lowry Whittaker.

Georgia; South Carolina; in Alabama, the counties of Autauga, Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Colbert, Coosa, Cullman, DeKalb, Elmore, Etowah, Fayette, Franklin, Greene, Hale, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Limestone, Madison, Marion, Marshall, Morgan, Perry, Pickens, Randolph, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, and Winston [for remainder of Alabama, see Fifteenth Region]; in Tennessee, the counties of Anderson, Bedford, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Cheatham, Claiborne, Clay, Cocke, Coffee, Cumberland, Davidson, De Kalb, Dickson, Fentress, Franklin, Giles, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Hickman, Houston, Humphreys, Jackson, Jefferson, Johnson, Knox, Lawrence, Lewis, Lincoln, Loudon, McMinn, Macon, Marion, Marshall, Maury, Meigs, Monroe, Montgomery, Moore, Morgan, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Smith, Stewart, Sullivan, Sumner, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, White, Williamson, and Wilson [for remainder of Tennessee, see Fifteenth Region (32)], in Florida, the counties of Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Dade, De Soto, Dixie, Duval, Flagler, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. Johns, St. Lucie, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, and Wakulla [for remainder of Florida, see Fifteenth Region].

Thirteenth Region—Chicago 3, Illinois, Midland Building, 176 West Adams Street. Director, Ross M. Madden; chief law officer, Robert Ackerberg.

In Wisconsin, the counties of Brown, Calumet, Dane, Dodge, Door, Fond du Lac, Green, Jefferson, Kenosha, Kewaunee, Manitowoc, Milwaukee, Outagamie, Ozaukee, Racine, Rock, Sheboygan, Walworth, Washington, Waukesha, Winnebago [for remainder of Wisconsin, see Eighteenth Region]; in Illinois, the counties of Boone, Bureau, Carroll, Cass, Champaign, Cook, De Kalb, De Witt, Douglas, Du Page, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee,

Kendall, Knox, Lake, La Salle, Lee, Livingston, Logan, McDonough, McHenry, McLean, Macon, Marshall, Mason, Menard, Mercer, Morgan, Moultrie, Ogle, Peoria, Piatt, Putnam, Rock Island, Sangamon, Schuyler, Stark, Stephenson, Tazewell, Vermilion, Warren, Whiteside, Will, Winnebago, Woodford [for remainder of Illinois, see Fourteenth Region]; Indiana except those counties included in Subregion 35.

Fourteenth Region—St. Louis 1, Mo., International Building, Chestnut and Eighth Streets. Director, Howard W. Kleeb; chief law officer, Harry G. Carlson.

Illinois except those counties included in the Thirteenth Region; in Missouri, the counties of Audrain, Bollinger, Butler, Callaway, Cape Girardeau, Carter, Clark, Crawford, Dent, Dunklin, Franklin, Gasconade, Iron, Jefferson, Knox, Lewis, Lincoln, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Ralls, Reynolds, Ripley, St. Charles, St. Francois, St. Louis, Ste. Genevieve, Scotland, Scott, Shannon, Shelby, Stoddard, Warren, Washington, and Wayne [for remainder of Missouri, see Seventeeth Region].

Fifteenth Region—New Orleans 13, La., 3rd Floor, 1539 Jackson Ave. Director, John F. LeBus; chief law officer, C. Paul Barker.

Louisiana; in Arkansas, the counties of Ashley, Bradley, Calhoun, Chicot, Clark, Cleveland, Columbia, Dallas, Desha, Drew, Hempstead, Howard, Lafayette, Lincoln, Little River, Miller, Nevada, Pike, Quachita, Sevier, and Union [for remainder of Arkansas, see Subregion Thirty-two]; in Mississippi, the counties of Adams, Amite, Attala, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Copia, Covington, Forrest, Franklin, George, Greene, Grenada, Hancock, Harrison, Hinds, Holmes, Humphreys, Issaquena, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Kamper, Lamar, Lauderdale, Lawrence, Leake, Leflore, Lincoln, Lowndes, Madison, Marion, Monroe, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Pearl River, Perry, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Sunflower, Tallahatchie, Walthall, Warren, Washington, Wayne, Webster, Wilkinson, Winston, Yalobusha, and Yazoo [for remainder of Mississippi, see Subregion Thirty-two]; Alabama except those counties included in the Tenth Region; Florida except those counties included in the Tenth Region.

Subregional Office No. 32—714 Falls Building, 22 North Front Street, Memphis 3, Tenn. Officer in charge, John C. Getreu. Arkansas except those counties included in the Fifteenth Region; Tennessee except those counties included in the Tenth Region; Mississippi except those counties included in the Fifteenth Region.

Sixteenth Region—Fort Worth 2, Tex., 1101 Texas & Pacific Building. Director, Edwin A. Elliot; chief law officer, Elmer P. Davis.

Oklahoma; in Texas, the counties of Anderson, Angelina, Archer, Armstong, Bailey, Baylor, Bell, Bosque, Bowie, Briscoe, Brown, Burnet, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crockett, Crosby, Dallam, Dallas, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockely, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Johnson, Jones, Kaufman, Kent, Kimble, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Llano, Lubbock, McCulloch, McLennan, Madison, Marion, Mason, Menard, Milam, Mills, Mitchell, Montague, Moore, Morris, Motley, Nacogdoches, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Reagan, Red River, Roberts, Robertson, Rockwell, Runnells, Rusk, Sabine, San Augustine, San Saba, Schleicher, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Throckmorton, Titus, Tom Green, Trinity, Upshur, Van Zandt, Wheeler, Wichita, Wilbarger, Williamson, Wise, Wood, and Young [for remainder of Texas, see Subregions Thirty-three and Thirty-nine].

Subregional Office No. 33—504 North Kansas, El Paso, Tex. Officer in charge, Aubrey McEachern. New Mexico; in Texas, the counties of Andrews, Borden, Brewster, Crane, Culberson, Dawson, Ector, El Paso, Gaines, Hudspeth, Jeff Davis, Loving, Lynn, Martin, Midland, Pecos, Presidio, Reeves, Terrell, Terry, Upton, Ward, Winkler, Yoakum [for remainder of Texas, see Sixteenth Region and Subregion Thirty-three].

Subregional Office No. 39—Houston, Tex. Officer in charge, Clifford W. Potter. All of Texas except the counties included in the Sixteenth Region and in Subregion 33.

Seventeenth Region—Kansas City 6, Mo., 2000 Fidelity Building, 911 Walnut St. Director, Hugh E. Sperry; chief law officer, Robert S. Fousek.

Nebraska; Kansas; Missouri except those counties included in the Fourteenth Region. Subregional Office No. 30–434 Commonwealth Building, 15th and Stout Streets, Denver 2, Colorado. Officer in charge, Clyde F. Waers. Wyoming; Colorado.

Eighteenth Region—Minneapolis 1, Minn., 601 Metropolitan Life Building, Second Avenue S and Third Street. Director, C. Edward Knapp; chief law officer, Clarence Meter.

North Dakota; South Dakota; Minnesota; Iowa; Wisconsin except those counties included in the Thirteenth Region; Michigan except those counties included in the Seventh Region.

Nineteenth Region—Seattle 4, Wash , 515 Smith Tower Building. Director, Thomas P. Graham, Jr ; chief law officer, Patrick H. Walker.

Alaska; Montana; Idaho; Washington except Clark County.

Subregional Office No. 36–715 Mead Building, Portland 4, Oreg. Officer in charge, Robert J. Wiener Oregon; Clark County in Washington.

Twentieth Region—San Francisco 3, California, 664 Pacific Building, 821 Market Street. Director, Gerald A. Brown; chief law officer, Louis Penfield.

Nevada; Utah; in California, the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Eldorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Trinity, Tulare, Tuolumne, Yolo, and Yuba [for remainder of California, see Twenty-first Region].

Twenty-first Region—Los Angeles 14, Calif., 111 West Seventh Street. Director, Howard F. LeBaron; chief law officer, Charles K. Hackler.

Arizona; California except those counties included in the Twentieth Region; Subregional Office No. 37–341 Federal Building, Honolulu 2, T. H. Officer in charge, Arnold F. Wills. Territory of Hawaii.

O